

# **National Agreement**

**Between the**

**General Services Administration**

**And the**

**American Federation of Government Employees**

**October 25, 2011**

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**Article 1**  
**Recognition and Unit Description**

**Section 1. Parties to the Agreement**

- A. This Agreement is entered into between the American Federation of Government Employees, Washington, DC (hereafter referred to as "the Union" or "AFGE") and the General Services Administration, Washington, DC. (hereafter referred to as "GSA", "the Employer," "the Agency," or "Management"), together referred to as "the Parties." The cover of the Agreement shall bear the insignia of AFGE and GSA and will be clearly identified as an Agreement between the Parties.
- B. National Parties will oversee the Administration of the following matters:
1. Interpretation of the language in the National Agreement;
  2. Mid-term changes to the National Agreement;
  3. Review/approval of Regional Agreements;
  4. Review/approval of term or mid-term negotiated agreements that the local Parties are amending or terminating;
  5. Grievances and Unfair Labor Practices filed throughout the Bargaining Unit.

**Section 2. Applicability**

- A. The provisions of this Agreement are applicable to employees and positions in the units of exclusive recognition as certified by the Federal Labor Relations Authority in Case Number 3-UC-1, as amended.

**Section 3. Purpose**

- A. Under 7101 of the Federal Service Labor-Management Relations Statute (FSL-MRS or "the Statute"), the Congress finds that--
1. experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them -
    - a) safeguards the public interest,
    - b) contributes to the effective conduct of public business, and
    - c) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and
  2. the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government.  
Therefore, labor organizations and collective bargaining in the civil service are in the public interest.
- B. It is the purpose of this Federal Service Labor-Management Relations Statute chapter to prescribe certain rights and obligations of the employees of the Federal government and to establish procedures which are designed to meet the special requirements and needs of the government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient government.

## **Article 2**

### **Governing Laws, Regulations, and Other Provisions**

#### **Section 1. Relationship to Laws and Government-wide Regulations**

In the administration of all matters covered by this Agreement, Agency officials and employees shall be governed by existing and future laws, existing government-wide regulations and future government-wide regulations that do not conflict with the terms of this Agreement.

#### **Section 2. Changes Due to Law and Government-wide Regulations**

- A. If a future law requires a change in this Agreement between the Parties, the change will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to negotiate in accordance with the Federal Service Labor-Management Relations Statute.
- B. If a government-wide rule or regulation issued after the date of the Agreement conflicts with provisions contained in this Agreement, the new rule or regulation will not be implemented until an agreement is reached by the Parties after negotiation over the new government-wide rule or regulation.

#### **Section 3. GSA-Wide Regulations**

- A. This Agreement, for the period of its duration, will have the full force and effect of regulations.
- B. Regulations issued by GSA governing negotiable conditions of employment, in effect on the date this Agreement becomes effective, remain in effect unless modified by the terms and conditions of this Agreement. In case of conflict between GSA regulations and this Agreement, the Agreement governs.
- C. New GSA regulations governing negotiable conditions of employment will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to bargain in accordance with the Statute and this Agreement.

#### **Section 4. Past Agreements and Practices**

##### **A. Past Written Agreements**

- 1. This National Agreement shall cancel all previously-negotiated National Agreements and National Memoranda of Understanding unless mutually agreed otherwise.
- 2. The Parties agree to meet at the National level within 60 days after the implementation of the new Agreement to resolve issues concerning outstanding regional and local MOUs (non-National) which concern conditions of employment.

Management agrees to provide a list of known MOUs to the Union. The Union will review the list to determine any missing MOUs. Each side will present all, outstanding MOUs known to the Party 15 days before the meeting. Any MOUs that are not presented at this time are considered null and void.

At this meeting the Parties will decide which MOUs will be terminated, continued or disputed. For any MOUs which the Parties dispute, for any reason, if management chooses to terminate the MOU, it will give notice to the Union and an opportunity to bargain consistent with law and regulation prior to such termination. The MOU will remain in effect until the completion of bargaining.

#### B. Past Practices

1. As of the effective date of this Agreement, all past practices that conflict with law, rule or government-wide regulations are null and void.
2. All past practices that conflict with the terms and conditions of this National Agreement or the terms and conditions of a National Memorandum of Understanding are null and void.
3. All other past practices continue until changed through negotiations.

### **Article 3 Management Rights**

- A. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of any Agency—
  1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
  2. In accordance with applicable laws
    - a. 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;
    - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
    - c. With respect to filling positions, to make selections for appointments from—
      - (i) Among properly ranked and certified candidates for promotion; or
      - (ii) Any other appropriate source; and
    - d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.
- B. Nothing in this section shall preclude any Agency and any Labor organization from negotiating—
  1. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  2. Procedures which Management officials of the Agency 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.

- C. Consistent with Executive Order 13522, managers in GSA are encouraged to bargain over Section 7106(b)(1) issues at the National level as part of the pre-decisional involvement (PDI) process. If, in the future, the provision in Executive Order 13522 concerning Section 7106(b)(1) changes, the Parties shall comply with any such new provision with respect to Section 7106(b)(1) issues, so long as the Executive Order applies.

## **Article 4 Union Rights**

### **Section 1. Obligations**

In all matters relating to personnel policies, practices, and other conditions of employment, the Agency will have due regard for the obligations imposed by the Statute and this Agreement. This includes the obligation to notify the Union of changes in conditions of employment and offer the Union the opportunity to negotiate concerning the procedures which Management will observe in exercising its authority in accordance with the Federal Labor Relations Statute.

### **Section 2. Recognition of Union Officials**

The Employer agrees that the Union has a right to designate its officials who are entitled to perform their representational duties in accordance with this Agreement and the Statute. The Employer agrees to recognize designated officials of the Union. The National Council President will notify the National Labor Relations Officer in writing of the Regional Vice Presidents by name. The Regional Vice Presidents will notify the Regional Labor Relations Officers in writing of the designated Union regional representatives by name, with a courtesy copy to the National Labor Relations Officer. The Union will notify the Agency in writing of any changes in its designated representatives.

### **Section 3. Protected Rights**

Management shall not interfere with, restrain, coerce, defame or discriminate against any employee or Union representative in the exercise of his/her statutory right or other conditions of employment. Management shall not encourage or discourage membership in the Union by discriminating in connection with hiring, tenure, promotion or other conditions of employment.

### **Section 4. Formal Discussions/Meetings**

In accordance with Section 7114(a)(2)(A) of the Federal Service Labor-Management Relations Statute, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

### **Section 5. Union's Right to Information**

- A. In accordance with Section 7114(b)(4) of the Federal Service Labor-Management Relations Statute, the Agency will furnish to the Union, or its authorized representatives, at no charge to the Union, upon request, and to the extent not prohibited by law, data which:
1. is normally maintained by the Agency in the regular course of business,
  2. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
  3. does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.
- B. Information furnished under A, above, will be provided within a reasonable time. Management agrees to acknowledge requests from the Union within ten (10) days of receipt, when the information requested cannot be furnished within that timeframe. Management will provide an estimate of when the material will be provided.

### **Section 6. Information on Union Representatives**

The names and telephone numbers of the Union's National Council Officers will be posted on the Agency's internal website.

Changes in Union Regional Vice Presidents will be communicated by the Union to the Agency and the Agency will notify managers and supervisors of this change.

### **Section 7. Employee Orientation**

The Union shall have the right to provide accurate, factual information relative to Union membership to new employees. The Union may address orientation sessions conducted by Human Resources Officials for a reasonable period of time. If no formal orientation session is held, the Employer will include information provided by the Union in the Agency's orientation package. The Employer will notify the Union of the name and duty location of new employees in the bargaining unit within five (5) working days of the date on which they enter on duty.

### **Section 8. Separation of Employees and Exit Interviews**

The Union shall be afforded the opportunity to participate in exit interviews of bargaining unit employees. The Agency will notify the Union on a monthly basis of employees who are separated.

### **Section 9. Union Access to Work Sites**

Subject to security requirements and the provisions of Article 6, Union representatives shall have reasonable access to unit employees during duty hours as necessary to carry out collective bargaining or representation duties required by the Statute or this Agreement.

### **Section 10. Agency Meetings, Conferences, and Committees**

The Union's participation in Agency meetings, conferences, and committees will be determined by the Agency on a case-by-case basis, unless otherwise agreed. This includes determining whether Agency funds will be expended for Union representatives to attend the meeting,



conference or committee and determining the number of Union representatives, if any, that may be permitted to attend.

## **Article 5**

### **Employee Rights and Obligations**

#### **Section 1. Right to Participate**

In accordance with the Federal Service Labor-Management Relations Statute, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

#### **Section 2. Right to Representation**

- A. Employees have a right to the representation and assistance of the Union. Employees may contact or meet privately with their Union representative during duty hours for representational matters.
- B. Employees who are members of the bargaining unit, but who are not designated Union representatives, will be authorized a reasonable amount of duty time to meet with their Union representative to discuss conditions of employment or a pending or potential grievance. Time granted under this Section will be authorized only for periods during which the employee is in a duty status.
- C. Employees will make every effort to obtain prior approval from their supervisor before using such time. If the supervisor or designee is not available, the employee will leave a message for the supervisor as to where he/she will be and the approximate amount of time required.
- D. Requests by employees for use of time to contact a Union representative will normally be granted provided that no pressing workload or other exigencies exist. In the event that exigencies exist which preclude release at the time requested, the supervisor will release the employee as soon as feasible.
- E. Employees will inform their supervisors upon return to official duties.
- F. The Agency will annually inform employees, supervisors and managers of employee rights under 5 USC 7114(a)(2)(B) of the Federal Service Labor-Management Relations Statute. This provision states that the Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. This notice shall also be viewable on the GSA internal website.
- G. When a supervisor or manager knows that an employee is the subject of an Inspector General investigation, or releases the employee to meet with the Inspector General, the supervisor or manager of the employee(s) being interviewed must inform the employee(s) of the right to union representation.
- H. Employees' use of computers or other communication devices to contact Union representatives will be consistent with Agency personal use of information technology

equipment policy. It is understood that employees may make appointments, confirm meetings, and engage in other activities taking a nominal amount of time using a GSA-issued communication device to contact the Union.

### **Section 3. Timely and Proper Compensation**

- A. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. The Agency will make every effort to ensure that employees receive their pay on the established GSA pay day. The Agency will ensure that employees' Pay and Leave Statements are handled in a confidential manner. Employees will receive all of their payroll information electronically. In those situations where employees do not have access to a computer, or a computer in a central location, a printed pay and leave statement will be provided in accordance with the MOU dated 11/30/06. With the exception of substantiated personal or financial hardship cases, all employees as of the effective date of this Agreement will be required to receive their pay through direct deposit via electronic funds transfer into bank accounts. Employees whose hardship requests have been approved may receive their pay by direct mail to their homes or post office box.
- B. If a bargaining unit employee fails to receive his/her pay on the established pay day, GSA will initiate an investigation and pursue replacement of the missing funds. The employee must notify the supervisor of non-receipt as soon as the fact becomes known. Such notification should be followed up in writing by the employee.
- C. GSA agrees to assist affected employees by verifying to the bank or other institution the amount of pay that is due and that the Agency is taking every step to replace the missing funds.

### **Section 4. Personnel Files**

- A. The Agency shall establish, maintain, and retain employee personnel records in accordance with law, rule, regulations and this Agreement.
- B. Personnel records kept by an employee's supervisor will be maintained in a secure confidential file. When the records are used as the basis for taking action against an employee, the records will be subject to release to the Union upon authorization of the employee.
- C. Employees shall be advised of the nature, purpose, and location of their Official Personnel Folder (OPF) or Electronic Official Personnel Folder (eOPF) and of their right of access to their OPFs.
- D. Employees and their representatives, authorized in writing, will have the right to a copy of specific documents contained in the OPF or eOPF to review their OPF or eOPF without cost, charge to leave or loss of pay. Employees have the right to prepare and submit, for the record, any statements they wish to make about information contained in their OPF or eOPF or in any other automated system. If the employee alleges incorrect or omitted information, the Agency will, upon verification, correct the record.

### **Section 5. Complying with Orders**

- A. If an employee reasonably believes that an order or instruction violates any law or regulation, the employee has the right to state those beliefs to the immediate supervisor. If the supervisor does not change the instruction, the employee may contact the next higher

level of Management or the Office of the Inspector General regarding their concerns. The order or instruction must be carried out unless instructed not to do so by the next higher level of Management or the Office of the Inspector General. This would not preclude the employee from subsequently raising the issue in accordance with the grievance procedure or reporting it to appropriate authorities.

- B. Safety issues will be handled in accordance with Article 23, Occupational Safety and Health.

## **Section 6. Whistleblower Protection**

Employees are protected by the Whistleblower Protection Act, as amended and the Agency will make information about the Act available as appropriate.

## **Section 7. Standards of Ethical Conduct**

The Agency shall provide ethics briefings or informational materials in accordance with government-wide regulations issued by the Office of Government Ethics. Employees should direct questions to the appropriate Deputy Standards of Conduct Counselor in their servicing legal office. Employees will have the right to pursue their private lives without interference by the Agency or the Union as long as their behavior does not adversely impact their government employment. In determining disciplinary action for ethical violations, management will consider the extent to which the employee has been trained or briefed on the Standards of Conduct.

## **Section 8. Investigative Files**

- A. Records maintained in the confidential file shall be only those authorized by GSA as necessary for operations. Records shall be retained only as long as such an administrative need exists, in accordance with regulations.
- B. When a record is amended or destroyed in one record system, it shall be amended or destroyed in all systems, subject to requirements of law and regulations.
- C. Only records authorized by this Agreement which are part of an official record to which the employee has access shall be used in personnel actions affecting the employee. Duplicate or secret records are prohibited.

## **Section 9. Employee Indebtedness**

The Parties agree that all employees are expected to pay promptly all just financial obligations, including amounts owed on the employee's government-issued travel charge card. A just obligation is one which the employee acknowledges as being just, one which has been reduced to a judgment by court, or one which has been imposed by law. In the event of a dispute as to the validity of a debt between an employee and a creditor, the Agency will not undertake to determine the validity of the disputed debt.

## **Section 10. Use of Government Travel, Fleet and Purchase Cards**

The Parties agree that employees are required to use government travel, fleet and purchase cards properly (i.e., only in connection with official government business), in accordance with applicable laws and regulations, and that any misuse of the travel, fleet and purchase cards may be sufficient cause for disciplinary or adverse action in accordance with Article 32.

**Article 6  
Official Time**

**Section 1. General**

This Article sets forth the number of Union representatives that shall be granted official time and the amount of official time they shall be granted to perform their representational duties. Representatives shall be designated by the Union and recognized by Management. Only representatives who are GSA employees and properly designated as representatives of the Union shall be entitled to use Official Time under this Agreement. The term "representative" as used in this article includes National Council Officers and other representatives.

**Section 2. Number of Union Representatives**

- A. The National Council President or designee shall identify representatives in each region to the Director of Labor Relations and courtesy copy the affected Regional Labor Relations Officer (RLRO). The Director of Labor Relations will provide in writing to the appropriate RLRO the name, title, duty location, percentage of official time and telephone number of each representative of the Union. Regional Vice Presidents, if employed by the Agency, will be employees of one of the regions they represent.
- B. The Agency shall allow representatives of AFGE Headquarters reasonable access to its facilities for the purpose of carrying out the functions prescribed by this Agreement and the intent of the Statute. It is agreed and understood that such access will be in accordance with the regulations of the Agency. National representatives must obtain prior approval from the Agency before entering its facilities.

**Section 3. Use of Official Time**

- A. Union Representatives, selected or appointed by the Union under the terms of this Article, shall be granted a reasonable amount of official time to perform their official representational duties in accordance with the following:
  - 1. The Agency agrees to recognize the Union's National Council Officers, consisting of Council President, Executive Vice President, Secretary-Treasurer, and 11 Regional Vice Presidents.
  - 2. The Agency agrees to authorize official time at 100% for ten National Council Officers who are Agency employees.
  - 3. The Agency agrees to recognize official time for other representatives as follows:

Region 1	1 at up to 50%
Region 2	2 at up to 30%
Region 3	3 at up to 30%
Region 4	1 at up to 30%
Region 5	1 at up to 50%, 1 at up to 30%
Region 6	1 at up to 50%
Region 7	3 at up to 40%, 1 at up to 30%
Region 8	1 at up to 30%
Region 9	1 at up to 50%, 3 at up to 30%
Region 10	2 at up to 30%
NCR	1 at up to 50%
CO	1 at up to 50% located Union Headquarters Office

Upon mutual agreement of the National Parties, the percentage distribution of the designated representatives may be reallocated among or within the regions.

4. Official time shall be authorized only for time during which the representative would otherwise have been in a duty status.
  5. It is understood and agreed that the percentages specified in Section 3 A.3, above, are maximums and are not to be considered as automatic grants of official time.
  6. All official time is to be used solely for the performance of representational functions. All official time for direct representational activities under this Agreement will be counted against the percentage specified above.
- B. Union representatives are authorized official time which will not be counted against their percentage as described above for activities established by the Statute or otherwise agreed to, as follows:
1. The negotiation of a collective bargaining Agreement (term and mid-term) including attendance at impasse proceedings;
  2. The attendance at Labor-Management committee meetings authorized by this Agreement, including attendance at OSHA inspections;
  3. The attendance at Management-initiated meetings, when requested;
  4. Attendance at Union-sponsored training approved under this Agreement; and
  5. Official time specifically required by outside authorities (e.g., FLRA, MSPB, EEOC) for representation of bargaining unit employees before such authorities, including participation in pre-hearing conferences and meetings or other activities ordered or specifically required by representatives of those outside authorities.
  6. Management will grant official time to Union representatives to attend AFGE's Annual Legislative Conference for the purpose of presenting their views to Congress and the Executive Branch on Conditions of Employment.
- C. The use of all official time shall be for legitimate representational duties. Time shall not accumulate from one position to another or from one representative to another or from month to month. When, for any reason, a Regional Vice President is unable to perform his/her duties, that RVP will designate a current Union representative to act in his/her place. The designation will include the period this substitute will be in an acting capacity. The National Council President or designee may assign a representative to use (backfill) the official time percentage of the acting RVP which he/she has as a regular representative, after reaching mutual agreement with the Agency National Director of Labor Relations. When, for any reason, Union representatives other than 100% official time representatives are not able to perform their Union duties, the RVP responsible for that representative will take over the responsibilities of the absent representative. The National Council President or designee may assign a representative to receive the official time percentage of an absent representative after agreeing to this arrangement with the Agency National Director of Labor Relations.
- D. The use of official time for all representatives shall be documented in the Agency's electronic time and attendance reporting system and on the negotiated form contained in Appendix B of this Agreement, for so long as it is used.
- E. There will be no travel or per diem authorized for official time, unless designated prior to the taking of official time by the Agency that such disbursements are in the primary interest of the government and agreed through negotiations.

#### Section 4. Release to Perform Representation Duties

- A. Union representatives who are on 100% official time will report to their Union office when not in travel status or teleworking to perform their representational functions. When 100% Union representatives travel within their region but do not require travel orders, they will notify their supervisors or RLRO of their intended location(s). The Parties agree to continue the Memorandum of Understanding concerning Telework for AFGE Union Representatives, dated November 16, 2010 and incorporate the Memorandum into this Agreement as Appendix E.
- B. Obtaining release for representational functions.
1. The release procedures contained in this section only apply to less-than-100% official time representatives. However, all representatives must account for their time using the Agency's electronic time and attendance reporting system.
  2. When a representative needs official time to perform his/her duties, it will be requested on an individual, case-by-case basis. Union representatives will make every effort to notify their supervisors or designee before using official time under this Agreement. If the supervisor is not available, the Union representative will leave a message for the supervisor. The representative will be released, provided that the current conditions do not necessitate the representative's immediate performance of assigned work. When release cannot be accomplished immediately, the representative will be released as soon as possible.
  3. Management's right to accomplish the work of the Agency must be balanced with the Union's right to represent bargaining unit employees. Normally, if a Union representative requests release to perform a representational function in accordance with the terms of this Agreement, that release should be given immediately. However, in circumstances where the Union representative's official duties require his/her performance of those duties right then, the release may be delayed until the official duties have been performed. This release should, generally, be of short duration (e.g., one or two hours) and in only extremely rare circumstances should it be more than one work day. If a supervisor would otherwise approve a request for annual leave for that time from the employee, the supervisor should normally approve the request to use official time.
  4. Information to be provided
    - a. When a Union representative requests release (this can be done by email) to use official time, he/she must provide the following information to his/her supervisor:
      - i. The approximate amount of official time that will be needed,
      - ii. The location where the representative will be performing the representational duties, and
      - iii. A general description of the duties (e.g., employee complaint, grievance meeting, ULP investigation).
      - iv. If the representative requires one hour or more official time than what was originally approved by the supervisor, he/she will make every effort to contact the supervisor to obtain approval for the additional time. If the supervisor is not available, the Union representative will leave a message for the supervisor and will document the time used upon his/her return.

- b. When any Union representative enters work areas pursuant to this section, he/she will notify the supervisor in that work area before meeting with unit employees in the work areas. Any pre-arranged meeting during duty hours with a unit employee shall be cleared with the supervisor of the employee.
- c. When a Union representative has completed the use of official time, that representative will notify his or her supervisor, if available, upon returning to his/her work station. If the supervisor is not available, the representative will email or leave a message with his/her supervisor to notify them of their return.

**Section 5. Union-Sponsored Training**

Official time may be used for Union-sponsored labor relations training which is of mutual benefit to the Parties and approved in advance by the Agency. The Agency will grant the following amounts of time each year of the contract:

Representative authorized 100% official time ..... No Limit  
 All other Representatives..... 40 hours

The Union will make every effort to submit two weeks in advance to the appropriate Human Resources representative, a copy of the agenda, if available, or a written description which gives the subject matter, the duration, purpose, and nature of the training.

**Article 7  
 Use of Official Facilities and Services**

**Section 1. Office Space and Equipment**

- A. The Agency will provide 12 offices (one per Region and one at the CO) for use by the Union’s National Council Officers. This will be required of the Agency regardless of the Agency status of the National Council Officers (retired or an employee of the Agency).
- B. The office space currently being provided in the GSA regions 1, 2, 3, 4, 5, 6, 7, 8 and 10 will continue to be provided by the Agency. Region 9 Union Office space will be negotiated by the Parties at the national level.
- C. The Office provided in the Agency’s Central Office will be larger to allow for spaces for the National Council President, the Executive Vice President and the Secretary/Treasurer of the Council. The space provided must be large enough for a conference table and chairs to seat up to 15 people.
- D. The Agency agrees where it is already providing office space for Local Union Officials in the Agency’s regions, the Union may keep its existing office space.
- E. Local Union Officials within Agency’s regions, who do not presently have a Union office, may request Agency office space on an ad-hoc basis, which provides privacy for discussion with employees for representational purposes. The Agency will also permit Union officials without offices the use of a computer, printer, fax and copier or multi-function device equipment for representational duties.
- F. Equipment
  - a. The Agency will continue to provide Council and Local Offices for representation work a computer, printer, fax, scanner, copier equipment or multi-function device which serves a number of these functions, a reasonable amount of copy paper and

- toner, and service to this equipment at no cost to the Union. The Parties agree that Union offices which currently have dedicated printers or multi-function devices that have printers will continue to use those printers or devices. In circumstances where the Union office must be moved, equipment must be replaced or the Agency is no longer able to service a printer or other equipment, the Parties will bargain over the use of other options for meeting the Union's printer needs.
- b. The Agency will continue to provide the Council Office in the Agency Central Office with three computers, printer, fax, copier equipment, multi-function device, shredder capability, and service at no cost to the Union.
  - c. The Agency will continue to provide Agency telephones and service at no cost to the Union as it has been doing prior to the effective date of this Agreement.
  - d. When system capabilities are upgraded the Union office will be included in the system upgrade at no cost to the Union.
  - e. Employee National Council Officers and National Council President, regardless of Council President employee status, will each be provided with a cell phone/PDA and services at no cost to the Union.
  - f. Union representatives who are on less than 100% official time, who continue to perform official duties and have been issued a cell phone/PDA for use in the performance of their official duties, may use those devices in connection with the performance of their representational duties.
  - g. The Union may request the use of Agency facilities for meetings during non-duty hours subject to availability and security requirements.

## **Section 2. Manuals and Issuances**

- A. Management shall provide the Union electronic copies of all new GSA issuances which impact on the conditions of employment of bargaining unit employees.
- B. The Union shall have access to review and use public information reference materials, both hard copy and electronic, normally maintained by Management such as existing or future laws, GSA policies and regulations, and decisions of the Federal Labor Relations Authority. The Union may make a copy of a specific page or pages of these reference materials if the reference material is needed to fulfill its representational obligation.

## **Section 3. Bulletin Boards**

AFGE shall be entitled to use space on at least one existing bulletin board in buildings where bargaining unit employees are assigned.

## **Section 4. Distribution of Literature**

- A. Subject to Federal Property Management Regulations and security and safety requirements, the Union may distribute informational literature on GSA premises in unlocked work areas before and after normal working hours.
- B. Management agrees to deliver preaddressed bulk material to a Union representative through its normal mail system. Each mailing must be specifically addressed to a named Union representative. The Union is also authorized to use the Agency email system for official representational duties and in communication with management/unit employees.
- C. The Union may use the Agency's internal mail service for representational matters. Internal mail will be individually preaddressed by name and correspondence symbol.
- D. The Union may use the Agency's email system for representational matters including contact with employees and the Agency.



- E. The Agency Communications (email) systems may be used by specified Union officials to issue messages to its bargaining unit employees. The National Council President and Executive Vice President may each issue up to four (broadcast) messages on representational matters to the entire AFGE bargaining unit each year the contract is in effect.

Each Regional Vice President may issue up to four (broadcast) messages on representational matters to all bargaining unit employees in their region each year the contract is in effect.

It is agreed that the communications shall be reasonable in size (typically, one to two pages). To keep the transmission traffic low, it is agreed that delivery confirmations and/or return receipts will not be used, and the “reply to all” response feature will be blocked.

## **Section 5. AFGE Insurance Brochures**

During the open season period for health benefits, the Union may make available to employees copies of AFGE insurance plans that have been sanctioned by OPM for Federal employees. The Union agrees to provide Management with sufficient copies for this purpose.

## **Section 6. Other Services**

The Parties agree that the Union will be issued a Billed Office Account Code (BOAC) or equivalent that may be used as the regulations allow.

## **Section 7. Wage Grade Employee Uniforms**

- A. Wage Grade employees in any given field office must wear a consistent uniform. However, it is up to the Union and Management at these specific locations to negotiate the color(s) and style of the uniform. Upon request, Management will provide to employees an approved source for uniforms.
- B. GSA may provide uniforms to employees through purchase or rental, or Management may provide a uniform allowance to employees. When uniform allowances are provided, the method of computation of general uniform allowances is as follows:
  1. The uniform allowances are computed in the following manner using the “uniform allowance worksheet” and “item listing”. The regions obtain price quotes from three (3) sources of supply for each item of clothing. These three (3) price quotes are averaged for each item of clothing and put on the “item listing”. The “uniform allowance worksheet” is then used to multiply the average cost per item times the authorized number per item. The amounts are then added up and divided by five (5) (i.e., the number of types of standard uniforms).
  2. In those specific situations in which a craft employee has significant difficulty acquiring a uniform of proper fit, that employee may request in writing, once each year after May 1, a supplemental uniform allowance from his/her Buildings Manager. Management agrees to issue to craft employees a supplemental uniform allowance of up to \$35.00, upon submission by the employee of the appropriate written request and documentation (such as receipts for alteration, special order purchases, etc.) indicating expenses incurred by the employee to acquire a uniform of proper fit.

3. Uniform allowance will not exceed the maximum rate allowed in government-wide regulations.

## **Section 8. Use of Computers**

Union representatives may use system capabilities of computer equipment situated at their work stations when it is not otherwise being used for the Employer's business, provided they are already authorized to use the equipment in the performance of their regular duties and their supervisor releases them from their official duties in accordance with Article 6 of this Agreement. Such use is subject to security requirements and shall be limited to official representational duties.

Unit employees are authorized use of their computer in their work station to contact and communicate with their Union Representatives (for brief periods of time).

## **Article 8 Negotiations**

### **Section 1. General**

In all circumstances where there is an obligation to engage in negotiations, the Parties will negotiate in good faith as required by Section 7114 (b)(1) through (5) of the Federal Service Labor-Management Relations Statute. The Parties agree that the provisions of this Agreement constitute the procedures and appropriate arrangements applicable to matters covered by the Agreement. There will be no further bargaining during the term of this Agreement on matters covered by the Agreement unless mutually agreed otherwise.

### **Section 2. National Term Negotiations**

The Agreement shall constitute the sole term agreement between the Parties, subject to:

1. Annual reopening by mutual agreement;
2. Any amendments required mid-term as a result of changes in law or government-wide regulations; or
3. National Memoranda of Understanding (MOUs) as a result of changes in working conditions initiated by the Agency ; or
4. Mid-term bargaining initiated by the Union on negotiable proposals concerning matters not covered by this Agreement.

### **Section 3. National Mid-Term Negotiations**

- A. Prior to implementing changes in personnel policies, practices or matters affecting conditions of employment, the Employer will notify the President and provide courtesy notification to the Executive Vice President and/or Secretary- Treasurer with written notice of the change. Where business exigencies require immediate implementation or there is mutual agreement to proceed, the Agency will implement the change.

- B. The National Council President may, within five (5) work days after notice concerning the proposed change, request negotiations and/or briefing. If no briefing is requested, the Union will submit proposals on the proposed change in writing within ten (10) work days after notice. If a briefing is requested, such briefing will normally be held within ten (10) work days of the request unless the Parties agree on an extension for the briefing. The Union will submit proposals in writing within ten (10) work days after the briefing. If the Union has questions on a proposed change which were unanswered by the briefing and the Parties are working to address those questions, the time limit for submission of proposals by the Union may be extended by mutual agreement until the information is provided. Failure to make a timely request to negotiate or timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union.
- C. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.
- D. By mutual agreement of the National Parties, negotiation concerning impact and implementation of national mid-term changes may be deferred to the regional level for negotiation.
- E. During the life of this Agreement, the Employer agrees to pay for travel related to National mid-term negotiation sessions (including briefings which are part of the negotiations process) to Washington, DC, or other agreed upon location, when travel is deemed appropriate and mutually agreed upon by the Parties:
  - a. Up to three (3) Union representatives will be authorized for any one negotiation session based on agreement of the Parties. To maximize the time for negotiations, the Parties agree to negotiate to the fullest extent possible for a full duty day each day they meet.
  - b. The Employer's obligation shall be limited to a maximum of three (3) full days' per diem per representative at the bargaining table plus appropriate travel time.
  - c. Travel and per diem shall be paid to the standard rate allowed by law and regulation.

#### **Section 4. Regional Negotiations**

- A. The Regional Vice President or designee will be given written notice at the regional level of proposed changes in personnel policies, practices and working conditions arising out of, initiated by or under the control of a GSA Region which are regional and/or local in scope and which are not national in scope. Negotiations resulting from such changes will be conducted by the Parties' regional representatives in accordance with the Federal Service Labor-Management Relations Statute. Where business exigencies require immediate implementation or there is mutual agreement to proceed, the Agency will implement the change.
- B. The Regional Vice President may, within five (5) work days after notice concerning the proposed change, request negotiations and/or briefing. If no briefing is requested, the Union will submit proposals on the proposed change in writing within ten (10) work days after notice. If a briefing is requested, such briefing will normally be held within ten (10) work days of the request unless the Parties agree on an extension for the briefing. The Union will submit proposals in writing within ten (10) work days after the briefing. If the Union has questions on a proposed change which were unanswered by the briefing and the Parties are working to address those questions, the time limit for submission of proposals by the Union may be extended by mutual agreement until the information is provided. Failure to make a

timely request to negotiate or timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union.

- C. The Parties agree that the Regional Parties may negotiate on the following issues at the election of either Party:
1. Procedures for rotation of shifts, the assignment of employees to shifts and the assignment of employees to established tours of duty.
  2. Procedures for resolving conflicts between employees regarding requested leave.
  3. Procedures when severe temperature or other environmental conditions adversely affect employees' health.
  4. Allocation of available parking spaces in accordance with the Federal Property Management Regulations.
  5. Procedures for the rotation of special work assignments when:
    - i. more employees than are needed desire to perform the work, or
    - ii. the work is considered undesirable and insufficient numbers of employees volunteer.
  6. Procedures when the Agency determines that a group of employees is equally qualified and that some of these employees must be involuntarily reassigned to another duty location.
  7. The impact and implementation of a decision to reassign a National Council Officer or representative to a different duty location which would significantly interfere with the performance of representational functions.
  8. Alternative work schedules, to the extent such schedules are authorized under the provisions of Article 25.
  9. Procedures for selecting arbitrators if the Regional Parties mutually agree to negotiate such procedures in accordance with Article 34.
  10. Child care facilities, to the extent such facilities are under the exclusive control of GSA.
  11. Standing ground rules for regional negotiations.
- D. Agreements negotiated below the National level are subject to the following requirements:
1. Such Agreements must be consistent with the terms of the National Agreement and any National Memoranda of Understanding.
  2. These Agreements must be forwarded within 15 days to the National Parties for approval in accordance with 5 USC 7114(c). This will not apply to Agreements on impact and implementation negotiated under this section.

## **Section 5. Resolution of Disputes**

- A. Disputes Involving Subject Matter. If the Regional representatives disagree as to whether a subject is proper subject matter for mid-term negotiations under Section 4C, the matter shall be referred in writing to the Parties at the National level for resolution. If the Parties at the National level cannot resolve the dispute within thirty (30) days of receipt, either Party may refer the issue to an arbitrator for a decision on the interpretation of the National Agreement as it applies to what is a proper subject matter for mid-term negotiations, or to the FLRA for negotiability disputes. A copy of the resolution or decision will be provided to the regional Parties.
- B. Negotiation Disputes. If the respective regional representatives fail to reach agreement after negotiations on issues that are proper subject matter for negotiation, the impasse shall be referred to the Parties at the National level for resolution. The National Parties will have no more than thirty (30) days after receipt to attempt to resolve the impasse. If the Parties at

the National level are unable to resolve the impasse, they will submit the matter to mediation and subsequently, if unsuccessful in mediation, to the Federal Service Impasses Panel.

## **Section 6. Timeframes**

- A. For counting days in this Article it is understood that the first day begins the work day after notice is sent.
- B. If a Union representative who is designated to receive notice of changes will be unavailable to receive notice for more than two work days, he/she will notify his/her respective Labor Relations Officer of who is the alternate to receive notice.
- C. Extensions of time periods in this Article will be by mutual agreement. Such extensions will not be unreasonably withheld. Any disputes over extensions may be elevated to the National Parties.

## **Article 9 Committees**

### **Section 1. Joint Standing Committees**

The Parties agree a Joint Labor-Management Committee will be established in each Region and at the National level. The National Council President will serve on the National level Joint Labor-Management Committee and the Regional Vice Presidents will serve on the Regional Joint Labor-Management Committees.

- A. The purpose of the committees shall be to promote and facilitate understanding and constructive relationships between the Union and Management.
- B. Committee sessions shall include routine exchanges of information and concerns, but shall not constitute part of the grievance procedure, discussion of individual employee cases, or include negotiations or negotiations briefings.

### **Section 2. National Joint Labor-Management Committee**

- A. The Agency agrees to provide the Union the opportunity to engage in pre-decisional involvement at the National level, concerning working condition issues; pre-decisional involvement includes: information-sharing, Union input, and problem-solving, as appropriate.
- B. Consistent with Executive Order 13522, managers in GSA are encouraged to bargain over Section 7106(b)(1) issues at the National level as part of the pre-decisional involvement process. If, in the future, the provision in Executive Order 13522 concerning Section 7106(b)(1) changes, the Parties shall comply with any such new provision with respect to Section 7106(b)(1) issues, so long as the Executive Order applies.
- C. Travel and per-diem will be provided by the Agency for National level meetings when the Parties agree to meet face-to-face.
- D. So long as the Parties continue to have a GSA-AFGE Labor-Management Forum, the Parties agree that the Forum substitutes for the National level Joint Labor-Management Committee provided for in this agreement.

- E. A draft summary of the meeting will be prepared by the Agency and provided to the Union for review and approval.

### **Section 3. Regional Joint Labor-Management Committees**

- A. Meetings shall be held at a time agreed to by the Parties. If the Parties are located in the same duty location, the committee meetings will be conducted in person, otherwise the committee meetings will be conducted by electronic or telephonic means.
- B. No later than ten (10) work days prior to the agreed upon meeting date, the Parties shall exchange proposed agendas. If neither Party provides agenda items, the meeting will be automatically cancelled.
- C. The Parties shall have equal membership on these Regional Joint Labor-Management Committees. The Union will be represented by the RVP and an additional designated Union representative. The Agency will be represented by the LRO and an additional management representative designated by the LRO.
- D. A draft summary of the meeting will be prepared. The Parties at the Regional level will decide on who prepares the draft summary and how it will be reviewed and finalized.
- E. Meetings will be held during normal duty hours, and the Union's representatives will be entitled to participate on official time.

## **Article 10 Office Moves**

### **Section 1. General Relocation**

The Parties agree that the physical movement of individual or organizational groups of bargaining unit employees may be necessary due to reorganization, renovation or relocation of offices, or to promote the efficiency of operations and/or the efficient use of allocated office space.

### **Section 2. Pre-decisional Involvement.**

When the Agency is considering a decision to move, co-locate, open a new office, expand, or reduce any office space, the Labor Relations Officer will notify the Union before engaging in the formal assessment process. The Union will be afforded an opportunity to participate as an observer when the appropriate walk-through of proposed space is to be conducted, to review floor plans showing pre- and post-move location of bargaining unit employees, and to engage in pre-decisional involvement whenever practicable.

### **Section 3. Reaching Consensus.**

The Parties agree that the goal is to have a collaborative process and attempt to reach consensus (decisions everyone can accept) before the Agency's requirements are finalized and submitted. If consensus is reached, the Parties will sign an agreement stating the provisions agreed upon, and there will be no further bargaining over the office move. If consensus is not reached within five (5) days after the Parties acknowledge that no consensus agreement has

been reached, the LRO or designee will provide formal notice to the Union of its right to request timely bargaining on those issues appropriate for bargaining, in accordance with Article 8.

#### **Section 4. Formal Notice.**

Notice to the Union required under this Section will include the following information:

- a. Copies of floor plans showing pre- and proposed post-move locations of bargaining unit employees;
- b. Names, titles, series, grades, and service computation dates for all bargaining unit employees to be moved;
- c. The projected date or series/range of dates of the move; and
- d. Any work-related groupings or collaborative arrangements proposed to enhance the performance or efficiency of work processes.

#### **Section 5. Bargaining of Union Proposals.**

To the extent practicable, within ten (10) calendar days of receiving the Union proposals on an office move subject to negotiations under this Article, the Parties will commence bargaining. If, prior to concluding negotiations, the Agency must take action to fulfill contractual obligations undertaken in connection with the action to relocate or reconfigure existing space, or must begin construction on new space, the Parties will continue to negotiate and the Agency will promptly implement any resulting agreement or FSIP decision and order and apply it retroactively, as appropriate.

### **Article 11 Equal Employment Opportunity**

#### **Section 1. Policy**

- A. The Agency agrees to maintain a continuing affirmative program to promote equal opportunity and to identify and eliminate discriminatory practices and policies in accordance with applicable law and government-wide regulations on Equal Employment Opportunity.
- B. The Agency will maintain an Affirmative Employment Plan in accordance with Equal Employment Opportunity Commission (EEOC) guidelines including those found in Management Directive 715. The plan may include, but is not limited to:
  1. A workforce profile by grade level, race, national origin, and sex;
  2. An analysis of under-representation;
  3. An analysis of major positions;
  4. An analysis of employment barriers;
    - a. Action items and timetables;
    - b. A strategy for staffing and recruitment; and
    - c. An analysis of employment/physical barriers for disabled persons.
- C. The Agency's Affirmative Employment Plan will be results-oriented with the objective of eliminating under-representation in the workforce.

## **Section 2. Agency Processing**

- A. Individual and class discrimination complaints filed on the basis of race, color, religion, sex, national origin, age, disability, genetic information or reprisal will be processed in accordance with EEOC regulations. The Agency will ensure that EEO complaints are processed in a timely manner.
- B. The Union has the right to pursue allegations of discrimination not covered by the EEOC process under the grievance procedure in accordance with Article 33.

## **Section 3. Mixed Case Complaints/Appeals**

- A. A mixed case complaint, as defined in EEOC regulations, is a complaint of employment discrimination filed with a Federal Agency that is based on race, color, religion, sex, national origin, age, disability, genetic information or reprisal that is related to or stems from an action that can be appealed to the Merit Systems Protection Board (MSPB).
- B. A mixed case appeal, as defined in EEOC regulations, is an appeal to the MSPB that alleges that an appealable action was based, in whole or in part, because of discrimination based on race, color, religion, sex, national origin, disability, age, genetic information, or reprisal.
- C. If an employee believes that an action that is appealable to MSPB has been taken against him/her, in whole or in part, due to discrimination, the employee may choose to file either an EEO complaint with the Agency or an appeal with the MSPB. The employee shall be advised that he/she may not file both a mixed case EEO complaint and an MSPB appeal on the same matter, but must elect between one of the two forums identified above. In the event the employee files in more than one forum, whichever is filed first (i.e. EEO complaint or MSPB appeal) shall be considered an election to proceed in that forum.

## **Section 4. Investigation of Complaints**

- A. The Agency agrees to investigate individual complaints filed by bargaining unit employees or the Union as their representative.
- B. The Agency will provide for the prompt, fair and impartial processing of complaints filed by and on behalf of bargaining unit employees.

## **Section 5. EEO Counseling**

- A. An aggrieved person must initiate contact with a counselor within 45 days of the date of the matter alleged to be discriminatory or, in the case of a personnel action, within 45 days of the effective date of the action.
- B. The employee may contact the EEO Office in his/her respective Region or Central Office for information related to the EEO process.

## **Section 6. EEO Group Statistics**

- A. The Agency agrees to establish and maintain a system to collect accurate employment information on the EEO program in accordance with applicable law and regulation.



- B. In accordance with the No FEAR Act, EEO complaint data, updated quarterly, is posted in the Office of Civil Rights Reference Library on the No FEAR Act page of the GSA website.

### **Section 7. Reasonable Accommodation**

- A. In accordance with applicable law and regulation, the Agency will make reasonable accommodation to the known physical or mental limitations of an applicant or employee who is a qualified individual with a disability, unless the Agency can demonstrate that accommodation would impose an undue hardship on the operation of its program.
- B. The Parties agree to work together to continually improve the Reasonable Accommodation process in the Agency.

### **Section 8. Committee Members**

The Union may make nominations for members to EEO-related committees.

### **Section 9. EEO Training Conferences**

The Agency agrees to allow the Union to participate in Agency-wide EEO Training Conferences funded by the Agency. The Union may request Union representatives to attend the training. Approval for such requests will be subject to the availability of participant slots and funding, including travel and per diem.

## **Article 12 Training and Career Development**

### **Section 1. Statement of Policy**

- A. The Union and Management agree that training and career development are major tools in the development and maintenance of an effective and competent workforce. Training will be provided to meet the needs of the Agency and to assist employees in reaching their full potential within the limits of available funds and existing and projected staffing needs.
- B. The Parties agree that it is the policy of GSA to provide advancement opportunities consistent with staffing needs, for all employees who are in positions or occupations which do not enable them to realize their full potential.

### **Section 2. Training Programs**

- A. Training and career development programs such as cross-training, rotational assignments, on-the-job training, instructor-led, online training, mentorship, leadership development programs and courses at local educational institutions are an integral part of the Agency's training system.
- B. Management will provide training programs for employees selected for the Agency's career development system which will allow for:
  - 1. Trainee crossover slots for targeted technical positions; and

2. Training and experience to prepare bargaining unit employees for successful performance in targeted paraprofessional, technical, and specialist positions.
- C. The Union will be afforded the opportunity to be represented on any committee where bargaining unit employees are members and the committee is formed for the purpose of recommending training and career development plans.

### **Section 3. Training Process**

- A. The following criteria will be used by Management and explained to employees when developing individual training plans and when approving or disapproving a training request:
1. The availability of funds;
  2. Existing and projected staffing needs;
  3. The work requirements of the job;
  4. The potential use of the training by the employee in his/her current position;
  5. Expected development of the employee; and
  6. Performance enhancement goals.
- B. For employees selected for career development programs, the supervisor (in consultation with the employee) must develop an Individual Developmental Plan (IDP). This plan must indicate the learning experiences needed to acquire the competencies necessary to successfully perform in the target position, and intervening grade levels. Individual training needs are assessed within the context of the organization's strategic goals in order to ensure the employees' competency growth and development. Although it is agreed that the plan should be developed around the requirements of the job, individual aptitude, interest, and background of the employee must be taken into consideration.
- C. Managers will be encouraged to discuss with employees IDPs during performance planning and employees will be encouraged to request IDPs or an update to their current IDP at the time of their performance planning. If requested, an IDP may include the following:
- Short- and long-range career goals;
  - Training and development assignments designed to achieve career goals;
  - Training experience that will improve the employee's knowledge, skills, and abilities;
  - The identification of the opportunity for noncompetitive promotion in his/her current position;
  - Training, if any, which is necessary to assist employees' performance in their current position, or for promotion.
- D. Management will post electronic notices of training courses and information on career development and, where employees do not have access to electronic posting, Management will post notices through traditional posting methods.
- E. If Management approves training for an employee, Management will make reasonable adjustments in the employee's work schedule to allow the employee to complete the approved training.
- F. Management will consider employee requests for adjustments to their work schedules when the employee is participating in an educational program. If a change is approved, the employee will be allowed to complete the equivalent of one academic quarter or semester before Management again changes the employee's work schedule unless Management has a work-related reason for changing the work schedule.

- G. If a training request for an employee is disapproved, the employee will be officially notified of the disapproval and given the reason. Upon written request by the employee, the reason will be given in writing. The Agency agrees to make training available, to the extent feasible, when sufficient funds and mission needs exist for courses listed in employee Individual Development Plans.
- H. OPM-approved conferences and training courses which will assist an employee's development will be considered for inclusion in an employee's IDP, such as training conferences sponsored by Blacks in Government (BIG), Federally Employed Women (FEW), League of United Latin American Citizens (LULAC), Federal Asian Pacific American Council (FAPAC), and others.

#### **Section 4. Course Release Time**

When such absences are not precluded by workload, Management will consider approval of employee requests for short periods of excused absences, not to exceed four (4) hours per week, to attend job-related educational programs from which the Agency will derive a benefit. Management agrees that when employees are attending approved education sessions on government-time, the course time is under the control of the instructor, and the instructor may allow for study time during the pre-established course hours.

### **Article 13 Drug-Testing**

#### **Section 1. Policy**

- A. The Agency will administer its drug-testing program in accordance with the appropriate Executive Order, the HHS Mandatory Guidelines for Federal Workplace Drug-Testing Programs, other relevant laws and Government-wide regulations, the GSA Drug-Free Workplace Program Order and this Agreement.
- B. Nothing in this article shall be construed to indicate the Union's support for or agreement to the constitutionality of the drug-testing program. Nor shall an employee's compliance with a Management order to submit to drug-testing be construed to waive any rights the employee or the Union may have to challenge the constitutionality of such testing.

#### **Section 2. Employees Subject to Testing**

The Agency has determined that prior to directing an employee to submit to testing based on a reasonable suspicion that the employee uses illegal drugs, the supervisor ordering such testing must receive concurrence from the next level supervisor that a reasonable suspicion exists. A written report will be prepared that will document the concurrence and articulate the reasons for testing.

#### **Section 3. Frequency of Testing**

The Agency's testing selection methodology shall ensure that employees subject to testing in an area with an active, required, random testing program will have an equal likelihood of being selected for testing. The basic required random testing program shall not be used to single out any individual employees or groups of employees for increased frequency of testing.

## **Section 4. Notification to Employees**

- A. Individual Notice. The Agency will provide each employee who becomes subject to required, random drug-testing with an individual (specific) notice of testing at least 30 days prior to initiating testing. Such notices will include at a minimum:
1. That the employee is subject to mandatory (i.e., required) random testing;
  2. The consequences of a positive result or refusal to cooperate, including adverse action;
  3. That after any confirmed, positive drug test, there will be an opportunity for them to submit supplemental medical documentation to support the legitimate use of a specific drug;
  4. That drug abuse counseling and referral services are available through the Employee Assistance Program (EAP). The employee can voluntarily seek counseling prior to being notified of testing without reprisal. Management will provide instructions on how to contact the EAP.

The individual notice will contain an acknowledgment line for the employee to sign. The employee's signature signifies only that he/she has received a copy of the notice and will not be deemed a voluntary assent to the Agency drug-testing plan.

- B. Notification of test. An individual who is selected to report for random testing shall be issued a written order to report for testing. The order shall specify at a minimum:
1. That the employee is not under suspicion of taking drugs;
  2. How the employee was selected for testing;
  3. Where and when to report for testing;
  4. The consequences of refusing to report for testing, including possible removal.

The order will contain an acknowledgment line for the employee to sign. The employee's signature signifies only that he/she has received a copy of the notice and will not be deemed a voluntary assent to the Agency drug-testing plan.

## **Section 5. Methods and Procedures for Testing**

All drug-testing will be conducted in accordance with the HHS scientific and technical guidelines. The methods and equipment used will meet the requirements as set forth in the guidelines. The Employer agrees that the following procedure will be utilized to assure drug-testing is reliable:

1. Affected employees will report at Agency expense to the designated location to be tested.
2. Procedures for collecting urine specimens shall allow individual privacy, unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
3. Laboratory analysis will conform with the HHS technical guidelines in effect at the time of testing. If the initial screening is positive, the sample will be further tested and the results reviewed in accordance with GSA Drug-Free Workplace Program Order.
4. If sufficient volume of urine is not initially able to be provided, the Agency will insure that collection site personnel allow the employee a reasonable amount of time to produce a sufficient volume.
5. The collection, handling, and transportation of all specimens will be in accordance with the HHS chain of custody procedures.

6. An authorized collection agent will collect all drug-testing specimens.

### **Section 6. Confidentiality and Safeguarding of Information**

- A. All samples will be subject to a strict chain-of-custody in accordance with the HHS technical guidelines.
- B. Employees will be guaranteed confidentiality in all matters relating to drug-testing. Information will be released only to those that have an absolute need to know.
- C. Testing laboratories will not provide non-confirmed initial positive test results to the Agency.
- D. Upon written request, employees will be given access to all records relating to their drug tests.

### **Section 7. Counseling and Rehabilitation**

- A. Employees whose tests have been confirmed positive will be referred to the EAP at no cost to the employee.
- B. When feasible, the services of the EAP will be offered at no cost to family members of employees with substance abuse problems and offered to employees who have family members with substance abuse problems.
- C. For purposes of counseling and rehabilitation under the EAP, employees referred for illegal drug use will be offered the same quality of services as employees referred to the EAP for other reasons.

### **Section 8. Consent Forms**

A requirement to sign any document associated with the drug- testing programs shall not be construed to mean that an employee consents to the propriety of the program.

### **Section 9. Official Time**

The Agency will grant official time to Union representatives involved in representational functions related to drug-testing in accordance with Article 6.

### **Section 10. Grievances and Arbitration**

Grievances and arbitration related to drug-testing matters will be handled in accordance with Articles 33 & 34.

### **Section 11. Disciplinary Actions**

Disciplinary actions related to the drug-testing program will be subject to the provisions of Article 32.

### **Section 12. Voluntary Testing Programs**

The Employer will not coerce or require employees to participate in voluntary drug- testing programs. Participation nor non-participation in these programs will neither advantage nor disadvantage employees.

**Article 14**  
**Position Descriptions and Classification**

**Section 1. Purpose of Classification**

The Parties agree to the principle of equal pay for work of equal value and that the classification of duties and responsibilities assigned to employees by Management is necessary to assure appropriate compensation.

**Section 2. Classification of Positions**

Management agrees to exercise its classification authority in accordance with law and government-wide regulations.

During any period employees perform unclassified work functions, they shall be compensated at the basic rate of pay that exists for their classified positions.

**Section 3. Position Descriptions**

- A. All major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written position description and classified on a timely basis.
- B. If work functions not already included in the employee's position description are assigned on a recurring basis, the employee may request through the supervisor that the duties be documented for submission to the servicing HR office for a classification determination.
- C. Management will provide each employee with a complete and accurate description of his/her position upon initial assignment to a position, and whenever a change is effected to the position description.
- D. Position descriptions will include all major recurring duties and responsibilities.
- E. The Union shall be furnished copies of any bargaining unit job description, upon request.
- F. The phrase "other duties as assigned," found in some position descriptions, is interpreted to mean other, related duties.

**Section 4. Position Review**

Employees who believe that they are performing recurring duties outside the scope of their current position description may request, through their supervisor, a position review using the following method:

- A. The supervisor and the employee may agree that the additional duties should be added to the position description. If the supervisor and the employee do not agree on the accuracy of the position description with the added duties, the employee may grieve the accuracy of the

position description.

- B. If the supervisor and employee agree on the accuracy of the new description, the new position description will be submitted to the servicing HR Office and a classification determination will normally be completed within thirty (30) days. If the employee disagrees with the findings of the HR Office, the employee may file a classification appeal.
- C. A classification audit of an employee's position, in response to a formal classification appeal, will be made available to an employee upon his/her request. The employee/ Union representative will be furnished, upon request, a copy of a classification evaluation statement (which includes the rationale for the title, series and grade of the position) resulting from the audit.
- D. The Union may be present as an observer during position reviews (desk audits) Management conducts in response to formal classification appeals. Management agrees that work will not be reassigned for the purpose of avoiding reclassification during a classification appeal.

### **Section 5. Effective Date of Reclassification**

If Management reclassifies an employee's position to a higher grade, the implementing personnel action will become effective the first day of the first pay period following the reclassification action.

## **Article 15**

### **Part-Time, Intermittent and Temporary Employees**

#### **Section 1. Part-Time**

- A. The tour of duty for part-time employees shall be between 16 and 32 hours per week.
- B. Normally, part-time employees will be scheduled during the normal administrative work week.
- C. The Agency agrees to give full consideration to an employee's request to change status from part-time to full-time and *vice versa*.
- D. An employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments will be fully considered by the Agency. Such temporary adjustment shall not result in changes of the established work schedule.
- E. Upon request from an employee, Human Resources will provide pertinent information regarding the personnel effects of changing to and from part-time permanent positions. Such information may include pay and benefits, time-in-grade requirements, WIGS, accumulation of leave, and changes in competitive levels in the event of RIF.

#### **Section 2. Intermittent Employees**

- A. For the purpose of this Agreement "intermittent employment" means non-full-time employment in which employees serve without a regularly-scheduled tour of duty. An intermittent work schedule is appropriate for a position in which the nature of work is

sporadic and unpredictable so that a tour of duty cannot be regularly scheduled in advance.

- B. Management will make every reasonable effort to distribute intermittent hours on a fair and equitable basis among equally-qualified intermittent employees. A record of hours worked by intermittent employees will be maintained by the Agency on a current basis for the preceding thirty (30) days. A copy will be provided to the Union upon request.
- C. When an intermittent employee is scheduled in advance of the pay period to work at some time during each administrative week for more than two (2) consecutive pay periods, the employee's work schedule will be changed from intermittent to part-time (or full-time in the case of a 40 hour per week schedule). The employee would then be entitled to the benefits appropriate to the work schedule and appointment (*i.e.*, leave and service credit). When an employee is assigned to regularly-scheduled work for a limited or specified period, a not-to-exceed (NTE) date should be established and the employee returned to intermittent status at the conclusion of the scheduled work assignment.
- D. Normally, supervisors will inform intermittent employees prior to the end of the work day if they will be needed the following work day.
- E. The Agency agrees that if an intermittent employee is called in for work, the employee will be assigned a minimum of two (2) hours' work, provided that the employee reports for work at the time designated by the Employer.
- F. Release and recall procedures will be fairly applied within each unit. If an employee is not called to duty in a six (6) month period, consideration will be given to reassigning the employee, if qualified, to a unit where work is more regularly available.

### **Section 3. Temporary Employees**

All temporary appointments within the bargaining unit will be done in accordance with applicable laws and government-wide regulations. Temporary appointments will be used only to meet legitimate, non-permanent staffing needs.

## **Article 16**

### **Probationary/Trial Period Employees**

#### **Section 1. Definitions**

- A. "Probationary employees" are individuals appointed on a career-conditional or career appointment, who are serving their first year under the current appointment.
- B. "Trial period employees" are individuals appointed under the Excepted Service for a two-year appointment. If they satisfactorily complete the trial period and a position is available, they will be converted to a career-conditional appointment.
- C. Unless specified otherwise, such employees are covered by the terms and conditions of this Agreement. The Agency is to inform such employees of their rights to Union representation at the time of appointment. The Union will also be notified at the time of their appointment.
- D. All appointments under this Article must be made in accordance with law and regulation.



## **Section 2. Performance Appraisal**

- A. Probationary and trial period employees will be advised in writing of the applicable critical elements and performance standards for their job at the beginning of the probationary period. The supervisor will explain the requirements and answer any questions the employee may have. The supervisor will observe the employee closely during the probationary or trial period, bringing to the employee's attention any performance problems.
- B. If, after careful review of the employee's performance, it is determined that the work is not satisfactory, then the supervisor may initiate action without the necessity of establishing just cause, to separate the employee before the end of the probationary or trial period.

## **Section 3. Conduct**

Probationary and trial period employees will be advised of any misconduct either prior to appointment or during their probationary period of employment which impacts their status as a Government employee. The Agency agrees to provide a copy of the Agency Standards of Conduct to each probationary and trial employee and explain what application these Standards have to employees. Probationary/trial employees will be subject to these Standards of Conduct, as are all employees.

## **Section 4. Notice to Employees**

- A. As with all employees, managers are encouraged to provide regular and on-going feedback to probationary and trial period employees. One month before the end of a probationary or trial period, the employee will be informed of the likelihood of his/her conversion to permanent status. However, it is understood that this information is only tentative and subject to final review up until the end of the period or when the final decision will be made.
- B. If the employee is going to be terminated, he/she will receive a written notice in accordance with OPM regulations. The notice will inform the employee of his or her appeal rights, EEO rights and rights to Union representation.

## **Article 17 Details, Reassignments, and Voluntary Changes**

### **Section 1. Details**

- A. Definition  
A "detail" is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.
- B. Documentation  
The Agency agrees that employees shall be recognized for the work they perform. Therefore, details in excess of thirty (30) days will be documented and maintained as a permanent record in the employee's Official Personnel Folder (OPF). This will not preclude employees from updating their OPF with memorandums which document details of less than

thirty (30) days, in accordance with OPM guidelines, as set forth at 5 CFR Part 335.

C. Higher-Graded Duties

Details to higher-graded positions, or to positions of known promotion potential will be accomplished in accordance with the procedures contained in Article 18, Merit Staffing.

D. Lower-Graded Duties

Performance of lower-graded duties officially assigned by the Agency which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower-graded duties officially assigned by the Agency which are outside an employee's position shall not be the basis for a lowered assessment or appraisal of the employee.

E. Appropriate Use of Detail

Details shall be used to meet temporary needs of the Agency's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands, special projects or studies, change in mission organization, or employee absences. Whenever practicable, details will be rotated fairly and equitably among qualified employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion. Managers will not use details to reward or punish employees.

## **Section 2. Reassignments**

A. Definition

"Lateral Reassignment" means a change of an employee, while serving continuously within the same Agency, from one position to another without promotion or demotion.

B. Reassignments of employees to different positions shall be effected by the appropriate personnel action.

C. Requests for voluntary reassignments, both within and outside of the duty location, shall be entitled to prompt and fair treatment.

D. An employee reassigned to a different post of duty which will require a change in transportation arrangements will be given at least fifteen (15) days written notification unless other provisions of this Agreement govern. If other provisions of this Agreement govern, then this fifteen (15) days' written notification will run concurrently with the notice to the Union.

E. Management agrees to give the Union at least fifteen (15) days' notice before reassigning a Union Officer, Official, or Steward to a different duty location. Upon request, Management will meet and discuss the reassignment before affecting it. Article 8, Section 4(C)(7) may also apply.

## **Section 3. Voluntary Changes**

Employees may voluntarily request changes in their work assignments. All such requests are subject to Management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by Management and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. Employees may voluntarily request changes in their work

assignments at any time. Any voluntary changes will be processed in accordance with applicable laws, rules, regulations, and this Agreement.

#### **Section 4. Relocation Expenses**

Employees affected by a change in duty station shall be eligible for relocation expenses in accordance with the Federal Travel Regulations.

### **Article 18 Merit Staffing**

#### **Section 1. Purpose and Policy**

- A. In accordance with law and regulation, competitive procedures will be used in selecting highly qualified persons for positions within the unit of exclusive recognition. All bargaining unit employees applying for employment will receive fair and equitable treatment in all aspects of merit staffing and promotion actions without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, non-disqualifying disabling condition or without regard to labor organization affiliation and with proper regard for their privacy and constitutional rights.
- B. Management may fill a vacancy by promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, or appointment from an Office of Personnel Management (OPM) register or other appropriate source of applicants. In an endeavor to achieve a work force from all segments of society, selection and advancement will be determined solely on the basis of relative ability, knowledge, and skills, which assures that all receive equal opportunity. Applicants may be considered concurrently or consecutively from any or all recruitment sources.

#### **Section 2. Actions Covered By Competitive Procedures**

In accordance with applicable regulation, competitive procedures will apply to the following types of personnel actions concerning bargaining unit positions:

- A. Promotions except those listed in Section 3 of this Article.
- B. Temporary promotions for more than 120 calendar days.
- C. Details over 120 calendar days to higher-graded positions or to positions with known promotion potential greater than the employee's present position.
- D. Selection for training required for promotion.
- E. Reassignment or demotion to a position with greater promotion potential than the position last held. Exceptions are actions permitted by reduction-in-force regulations and reassignment of an intern or trainee as part of the training and development plan.
- F. Transfer to a higher-grade position never previously held.
- G. Reinstatement to a permanent or temporary position at a higher grade level than previously held in a non-temporary position in the competitive service.

### **Section 3. Actions not Covered by Competitive Procedures**

In accordance with applicable regulation, competitive procedures will not apply to the following personnel actions which are exceptions to Section 2 above:

- A. Promotions resulting from the upgrading of a position, without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.
- B. Position change permitted by reduction-in-force regulations.
- C. Career promotion without current competition when at an earlier stage an employee was selected from an OPM register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- D. Career promotion resulting from an employee's position being reclassified at a higher grade because of added duties and responsibilities.
- E. Career promotion following noncompetitive conversion of a cooperative education student, Veterans Readjustment appointee, Presidential Management Fellows, or other authorized program or action.
- F. Position change from a position having known promotion potential to one having no higher potential.
- G. Temporary promotion or detail to a higher-graded position of 120 calendar days or less.
- 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 of a candidate not given proper consideration in a competitive personnel action.
- J. Unless appealed, promotions directed by third Parties, such as EEOC, an Arbitrator, Federal Labor Relations Authority, the courts, or other authority as provided in OPM regulations.
- K. Promotion as a result of negotiated settlements of formal or informal EEO complaints, under EEOC regulations.
- L. Selection of a candidate from the Reemployment Priority List for a position for which he/she qualifies at a higher grade other than the last one held in the competitive service.

### **Section 4. Temporary Promotions**

- A. Bargaining unit employees will not be detailed or temporarily promoted to higher-graded positions for more than a cumulative total of 120 calendar days during any 12 month period without the use of competitive procedures.
- B. Temporary promotions for qualified and eligible bargaining unit employees will take effect on the 31st day. This includes an employee who has been officially detailed to a higher-graded

position for 30 consecutive days or an employee who has been assigned and performed all the duties of a higher graded position for 30 consecutive days.

- C. Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions on the 31st day.

## **Section 5. Advance Consideration Before Using Competitive Procedures**

- A. For Involuntarily Demoted Employees.  
Employees who are involuntarily demoted in GSA without personal cause or who are in grade retention status are entitled to consideration for repromotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade. The selecting official must justify in writing any non-selection under this section.
- B. For Employees Not Given Proper Consideration.  
An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action, must be given advanced consideration for the next vacancy which becomes available in the same occupational family as the position denied. At the time the Agency acknowledges that an employee was not given proper consideration, the employee will be notified and the employee must elect between being given advanced consideration for positions in the employee's commuting area or in the commuting area of the vacancy in which proper consideration was denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned non-competitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

## **Section 6. Scope of Competition**

Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated. Applicants from outside this area may apply, but may not be eligible for relocation expenses due to budget and/or ceiling constraints.

## **Section 7. Vacancy Announcements**

- A. All vacancies within the units of recognition which are to be filled competitively through GSA's Merit Promotion Plan, and training requiring competitive procedures, will be announced and posted electronically on GSA's website (GSAjobs) and OPM's Website (usajobs.gov). Management will provide each unit employee a computer, or access to one, and assistance as needed.
- B. Vacancy announcements will include at a minimum:
  1. Statement of nondiscrimination;
  2. Announcement number and posting and closing dates;
  3. Position number(s); title(s), series and grade(s);
  4. Number of anticipated vacancies to be filled;
  5. Test to be used, if any;
  6. Description of promotion potential, if any;

7. Any selective placement factors;
8. When using an automated recruitment system, each factor/question used to determine the basic eligibility and/or best-qualified candidates will be included on each announcement. If a position is not announced using an automated system, a summary of criteria to be used by the evaluation panel (including the relative weights of knowledge's, skills, abilities, and other characteristics) to rank candidates will be stated on the announcements;
9. Geographic and organizational location;
10. Whether or not relocation expenses will be paid;
11. Summary of the duties of the position;
12. Summary of eligibility and qualification requirements;
13. Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;
14. Name and telephone number of the Human Resources Specialist to contact for information relating to the announcement;
15. Special working conditions, such as tour of duty, travel requirements, expected overtime, etc;
16. A statement that the position is in the AFGE bargaining unit;
17. The different levels at which the position may be filled if it is a multiple-level announcement;
18. Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios;
19. Statement that the position is sensitive and if the appointment is subject to reappointment investigation.
20. Telework Eligibility
21. Reasonable Accommodation statement

C. Posting Vacancy Announcements.

The normal procedure for posting vacancy announcements will be electronic. The Employer will post vacancy announcements on GSA's website (GSAjobs) and OPM's Website (usajobs.gov).

1. Management will ensure that all employees who do not have a computer assigned to them to perform their regularly-scheduled duties, will be provided access to a computer and printer in order for all employees to have access to all vacancies announced on GSA's website.
2. At duty locations that have a large group (more than 25) of unit employees who do not have a computer assigned to them to perform their regularly scheduled duties, Management agrees to print and post all GSA vacancy announcements that are announced for those commute areas.
3. Announcements shall be posted for at least ten (10) workdays before the closing date for all nationwide announcements, and 10 calendar days for positions announced in a smaller geographic area.

D. Open continuous announcements and announcements for standing registers may be used.

E. Reposting. If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, (*i.e.*, area of consideration, duty station, grade change, career ladder of the position), or if there is a change in the factors by which the candidates will be evaluated, the announcement must be reposted citing the change and whether or not the original applicants need to refile in order to be considered. Posting time and distribution shall be the same as the original vacancy announcement.

- F. Cancellation. Notice of cancellation of vacancy announcements will be posted in the same areas as the announcements and will include the reason for cancellation.

## **Section 8. Employee Applications**

- A. Filing an Application. When required, paper applications must be filed with the servicing Human Resources Office; electronic applications must be filed using the appropriate or required automated system. For positions announced electronically, employees are required to answer all mandatory questions asked on the vacancy announcement. The responses to the questions are based on the employee's self-evaluation.
- B. Time Limits. The time limits for filing for a posted vacancy are as follows:
  - 1. Open Continuous Announcements – An employee may file at any time as outlined on the vacancy announcement.
  - 2. Individual Announcements – In those instances where only electronic applications are utilized, the closing date reflected on the vacancy announcement will be the acceptance deadline.
- C. Completing the Electronic Application. An employee wishing to be considered for an announcement will electronically complete and submit an application for the posted vacancy. In cases where specific prior arrangements have been made with HR, an application may be submitted in writing. Management agrees that if employees need help completing their electronic application, HR will provide assistance, such as, on-site training, tutorial training, or assistance to the employee through a "help desk" process.
- D. Multiple Applications. When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies.
- E. It is understood that any employee may compete for both Wage Grade and General Schedule positions.
- F. The Employer will continue its current practice of providing assistance in completing the application.

## **Section 9. Establishing the Best Qualified List**

- A. To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance within thirty (30) days after the closing date of the announcement or thirty (30) days from the referral from a standing register. Ineligible applicants shall be notified in writing of the determination of ineligibility prior to submission of the referral list to the selecting official. Candidates shall provide employment-related information to be considered for the vacancy position. As deemed necessary, Human Resources (HR) will verify a candidate's sources and note the case file.
- B. A job analysis must be conducted to determine the competencies required for the position. This may include the knowledge, skills, abilities, and other characteristics and (if applicable) selective factors required to identify the best-qualified candidates for the position to be filled.
- C. Qualified candidates competing for promotion shall be rated to determine their possession of the competencies required to be referred to the selecting official.

- D. A rating guide shall be based on a job analysis to identify the competencies needed for successful job performance. Competencies will differentiate superior candidates from other employees or applicants.
- E. If required, a supervisory appraisal of documented performance or potential performance should be submitted by applicants for vacancies announced under the Training Agreement for Career Interchange (TAFCI) program. The applicant's current or former supervisor(s) may complete the forms.
- F. When an evaluation panel is used, the following conditions will apply:
  - 1. Panel members must be at or above the grade level of the position being filled; should know the requirements of the position being filled; may not be applicants for the position; may not be in the direct line of supervision of the job to be filled and will not serve on the interview panel for the vacancy evaluated. They must not be related by blood, adoption, or marriage to any applicants considered for the position.
  - 2. The panel will be instructed on procedures for rating and ranking applicants and will be reviewed for consistency and for current use of the crediting plan.
- G. The servicing HR office decides how many candidates to refer by considering their scores, the break points or gaps between scores, and the Agency's affirmative action goals.

## **Section 10. Selection Procedures**

- A. Interviewing.
  - 1. The selecting official has the option of using an interview panel for interviewing best qualified candidates who are referred.
  - 2. Interviewer(s) will ask valid job-related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.
  - 3. The interviewer(s) may use a structured interview to evaluate candidates.
- B. The selecting official will interview all best qualified candidates who are referred unless:
  - 1. The selecting official has the knowledge of the candidate's experience, knowledge, skills and abilities relative to the position being filled; or
  - 2. The selecting official has previously interviewed the candidate for a position in the same occupational family.
- C. Interviews conducted via telephone or videoconference are encouraged for candidates outside the local area.
- D. Selection.
  - 1. The selecting official has the right to select or not select any candidates referred. The selecting official will give consideration to the following factors in the selection process: suitability, and qualifications, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, or age, and shall be based solely on job-related criteria.



2. When requested by the Union, the HR office will request the selecting official to prepare a written rationale to document and support his/her selection(s), or decision not to fill. If a rationale is prepared, it will be made a part of the promotion file.
- E. A selecting official will normally render a decision within one (1) pay period of receipt of the best-qualified list or of completion of all interviews.
  - F. When a decision has been made, the selecting official will notify the HR Office which will review the selection. The HR specialist will either notify the selectee of the selection, or ask the selecting official if he/she would like to notify the selectee. If the selecting official notifies the selectee, the HR representative will follow-up with a call to answer any questions and arrange for the appropriate start date. The HR office will be responsible for notifying the Union of the selection before the employee is assigned to the position.

## **Section 11. Employee Information**

- A. General. Upon request, an employee will be provided the following information for each vacancy applied for:
  1. Whether the employee meets minimum requirements,
  2. What points were awarded in each category,
  3. Employee's overall score,
  4. What the Best-Qualified List cutoff score was,
  5. Whether or not the employee was on the Best-Qualified List,
  6. The name of the employee selected for the vacancy,
  7. Reason employee was not selected,
  8. In what areas, if any, they can improve to increase their chances for future selection to the position in question.
- B. Information Regarding a Selection. Except for 11A(7) and (8) above, for which the employee should contact the selecting official, the designated Human Resources Specialist will provide the information in this section in a reasonable period of time. Only HR may transmit information concerning a selection to any applicant or authorized person. The selecting official will not discuss the promotion action until after the Human Resources Office has reviewed the selection and notified the selecting official that an offer may be made to the selectee(s).

## **Section 12. Career Ladders**

- A. Management will identify and publish career ladder positions in appropriate categories.
- B. Career ladder positions will be identified, published, and made available to unit employees.
- C. An employee in a career ladder position below the full-performance level will be promoted when eligible, provided it is allowed by budgetary constraints and the employee has demonstrated a capability to satisfactorily perform duties assigned and is able to perform at the next-higher level. Management will ensure that the unit employee is given an opportunity to perform duties at the next-higher level.

## **Section 13. Miscellaneous**

- A. Compensation. An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.
1. In those instances where it is necessary to implement the GSA Pay Administration and Classification Order, pay will normally be set at the maximum payable rate or highest permissible rate when an employee moves into a position in the bargaining unit by reinstatement, transfer, or promotion (but not by reassignment or demotion) and the experience in the job credited as highest previous rate is related to the new position. Nevertheless, in promotions, if the employee is entitled by law to a higher rate under another rule, pay will be set at that higher rate.
  2. Special salary rates will be used as the highest previous rate (HPR) when all of the following circumstances are present and accomplished.
    - a. The reassignment must be to another position in the same Agency, not between agencies or in connection with an appointment, conversion, or a change to lower grade.
    - b. The special rate must be the employee's current rate of basic pay, not a former rate.
    - c. An Agency official specifically designated to make a determination as to whether a special salary rate will be used as a HPR must, if he/she approves use of a special rate as a highest previous rate, do so in writing on a case-by-case basis. The designated official will normally be in line authority above both the gaining and losing organizations.
    - d. When making the written determination to approve use of a special salary rate as a highest previous rate, the designated official must find that the need for the services of the employee and his/her contribution to GSA's program will be greater in the position to which the employee is being reassigned.
    - e. The Agency will ensure that a written justification is documented by the approving official.
- B. Promotion Records for Unit Positions. In accordance with applicable regulations, a file sufficient to allow for reconstruction of the competitive action will be kept for two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.
- C. Effective Date. An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (i.e., within-grade increase, long-distance moves, exigencies of the Agency).

## **Section 14. Information on Promotion Actions**

Upon completion of the selection process, the Union, in connection with a grievance investigation, may request the information used by the Agency to make the selection. The Agency will provide the requested information consistent with the requirements of law.

## **Article 19 Performance Appraisal Systems**

### **Section 1. General**

This Article sets forth the procedure and requirement the Agency will follow in implementing an appraisal system under applicable law and regulation for bargaining unit employees.

## **Section 2. Applicable Systems**

- A. The Agency will follow GSA Associate Performance Plan and Appraisal System Order and this National Agreement to evaluate the performance of unit employees. The Agency will provide necessary training to employees relative to their duties and responsibilities under this system.
- B. The Union will be notified at the National level and provided the opportunity to bargain, consistent with law, over any change to the Agency performance evaluation system.

## **Section 3. Definitions**

- A. "Component" - A task, duty or responsibility, or a group of such tasks, duties or responsibilities of an employee's job which are based on the official position description.
- B. "Critical element" - A component of a position consisting of one or more duties and responsibilities that are of such importance that unacceptable performance in the critical element would result in unacceptable performance in the position regardless of how the employee performed in other critical elements.
- C. "Performance standard" - A written statement of the performance requirements for a rating at a particular level for a critical element.
- D. "Performance appraisal" - A comparison of an employee's accomplishment of assigned duties and responsibilities with established performance standards.
- E. "Rating period" - The period of time for which an employee's performance will be appraised and a performance rating issued. The period is normally one year in length. The annual rating period is October 1 through September 30.
- F. "Signature" – Any signature required in this Article may either be in hard copy or electronic.
- G. "Performance Assistance Plan (PAP)" – Used for employees who are performing at level 2.
- H. "Performance Improvement Plan (PIP)" – Used for employees who are performing at level 1.

## **Section 4. Critical Elements and Performance Standards**

- A. The Agency will establish critical elements and related performance standards for each position which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position. The supervisor will utilize the official position description in developing the critical elements.
- B. A performance plan identifying the critical elements and performance standards of the position will normally be developed within thirty (30) days after the beginning of each permanent assignment or any detail or temporary promotion that is expected to last 120 days or longer. No performance plan is complete until it is approved and issued to the employee.
- C. Bargaining unit employees will be given the opportunity for substantial participation in the development of the performance plan against which the employee's performance will be

appraised. It is important for supervisors to encourage the participation of employees in the development of the employees' performance plan.

An employee and his/her supervisor will discuss how the employee's performance plan will be developed. Participation and development of the employee's plan may be accomplished by use of the following options or a combination of the options.

1. The employee and the supervisor discuss and develop the draft performance standards together;
2. The employee provides the draft performance standards to the supervisor;
3. The employee comments on draft performance standards provided by the supervisor;
4. A group of employees occupying similar positions develop draft performance standards.

If the employee and supervisor cannot come to agreement on the employee's performance plan, the supervisor will explain to the employee the reason(s) for his/her decision. It is understood that the application of the employee's performance standards can be grieved, but not the standards themselves.

- D. Performance plans may be modified at any time, but changes will not retroactively be applied to appraise an earlier period of performance.
- E. After discussion of the critical elements and performance standards has been completed, the supervisor and the employee shall complete and sign the negotiated form documenting the employee's performance plan. A copy shall be furnished immediately to the employee and the Union representative, if any. An employee has a right to note disagreement with the performance standards on the form.
- F. An employee who performs at the Level 3 or higher level is considered to be performing at an acceptable level of competence for the purpose of eligibility for a within-grade increase. An employee whose summary rating is Level 2 is not eligible for a within-grade increase.

## **Section 5. Progress Reviews**

- A. Employees will be given a performance review at least semi-annually. Additional reviews will be given if the supervisor deems appropriate or upon the employee's request. Employees working under fixed production standards (e.g. warehouse workers), will be apprised of their productivity standing on a regular basis, but at least quarterly.
- B. During the performance reviews, the supervisor will provide an objective review of assignments on which the employee has performed, or had an opportunity to perform, since the beginning of the rating period, and a rating concerning the level of performance in each critical element. The supervisor will document the review and provide the employee with a copy.
- C. The supervisor will inform the employee during the review whether the employee's performance to date remains consistent with the overall rating received on the last annual rating.
- D. The employee may enter written comments into the record concerning any performance review discussion. An employee may also submit into the record specific, objective written information concerning work assignments completed during the rating period. Unless

rebutted by the rating official in writing within 30 days, this information shall be accepted as factual for purposes of the progress review. After receipt of this rebuttal, the employee/Union may pursue a grievance if a dispute still exists.

## **Section 6. Annual Performance Rating**

- A. After completion of the rating period, a performance rating will be completed, approved, and issued to the employee within forty-five (45) calendar days.
- B. In preparing the rating, the supervisor will make appropriate allowances for work-related factors beyond the control of the employee which may have made it difficult to meet the written performance standards for a particular critical element.
- C. A justification for a rating must be completed in writing and made a part of the employee's performance appraisal file. Each employee will be given a copy of the rating and any related documentation.
- D. When issuing the rating, the supervisor will give the employee an opportunity to discuss the rating or other factors relevant to performance appraisal.
- E. When an employee's performance either drops two levels or falls below fully successful in any critical element, an employee will be so informed by his/her supervisor and the supervisor will conduct a progress review to discuss this with the employee.

If the supervisor does not advise the employee that his/her rating of record has changed prior to the end of the rating period, the employee has the right to request a review from the employee's second level supervisor of the employee's concern that the employee was not advised of the change in performance. The second level supervisor will consider the employee's concern, and determine an appropriate solution to these concerns. This process does not preclude the employee from filing a grievance over his/her appraisal.

- F.
  - 1. The overall performance rating and the rating for individual critical elements shall be as follows. The description in parentheses following each rating level is consistent with applicable law and regulation.
    - a. Level 5 (Outstanding)
    - b. Level 4 (Highly Successful)
    - c. Level 3 (Fully Successful)
    - d. Level 2 (Minimally Successful)
    - e. Level 1 (Unacceptable)
  - 2. Definitions of Performance Levels  
Performance standards, as defined in Section 3C, must be developed to describe the expected level of performance of a critical element at Level 3. The following performance level definitions are applied at the time of the semi-annual progress review and at the end of the rating period when performance of many assignments over a period of time is being appraised to determine the pattern of meeting, exceeding or failing to meet performance expectations.

Level 5. Means that the pattern of performance of assignments in a critical element during the rating period meets and consistently exceeds performance expectations as described in Level 3.

- Level 4. Means that the pattern of performance of assignments in a critical element during the rating period meets and often exceeds performance expectations as described in Level 3.
- Level 3. Means that the pattern of performance of assignments in a critical element during the rating period meets performance expectations.
- Level 2. Means that the pattern of performance of assignments in a critical element during the rating period partially meets performance expectations as described in Level 3.
- Level 1. Means that the pattern of performance of assignments in a critical element during the rating period does not meet performance expectations as described in Level 3.

3. Determining Summary Performance Ratings

<u>Summary Rating</u>	<u>Critical Elements</u>
Level 5	Level 5 is assigned if 70% of the total critical element weights is rated at Level 5, and no critical element is rated below Level 3.
Level 4	Level 4 is assigned if 60% of the total critical element weights is rated at Level 4 or above, but does not meet the 70% rule for assigning a Level 5 summary rating; and no critical element is rated below Level 3.
Level 3	Level 3 is assigned if 50% of the total critical element weights is rated at Level 3 or above, but does not meet the 60% rule for assigning a Level 4 summary rating; and none are rated below Level 3.
Level 2	Level 2 is assigned if one critical element is rated at Level 2.
Level 1	Level 1 is assigned if one critical element is rated at Level 1.

A summary rating of Level 5 or Level 1 must be reviewed and approved by the appropriate reviewing official.

- G. The Agency's expectation is that departing supervisors will prepare summary ratings for employees they supervise. If this expectation is not met, then the next level supervisor will prepare summary ratings for employees who did not receive a summary rating. If a new supervisor has not been in place for 120 days to issue an annual rating, the summary rating shall be applied, unless the incoming supervisor has issued a new performance plan, in which case he/she will issue the annual rating after the new performance plan has been in effect for 120 days. If this 120 day timeframe goes beyond the period for which awards are calculated, the employee will be made whole once the annual review is provided.

**Section 7. Minimally Successful Performance**

If, during the appraisal year, an employee's performance reveals Level 2 (Minimally Successful) performance, the supervisor will take action to assist the employee in improving his or her performance. The supervisor will provide specific information on the critical element(s) that the employee is falling below a level 3. The supervisor will develop a written Performance Assistance Plan (PAP). The PAP will identify the specific criteria that are needed to meet level 3.

**Section 8. Unacceptable Performance**

- A. When the supervisor observes that an employee's performance is unacceptable in one or more critical elements, the supervisor will inform the employee in writing of the observed pattern of performance and provide the employee an opportunity to improve by developing a

performance improvement plan (PIP). The purpose of the PIP is to assist the employee in improving performance to the desired level. The PIP will give an 'opportunity period' of not less than sixty (60) days for the employee to improve performance. Depending on the nature of the work, a longer 'opportunity period' may be appropriate. The PIP will specify, as appropriate, the counseling, training, coaching and any other specific actions to be accomplished within the 'opportunity period' before the Agency will initiate a performance-based demotion or removal.

- B. If a progress review reveals Level 1 (Unacceptable) performance, the supervisor will develop a written Performance Improvement Plan. Performance Improvement Plans within the bargaining unit will identify in writing the performance criteria, established by the Agency in accordance with OPM guidelines and Section 8 of this Article, to meet Level 3.
- C. If, after being given the opportunity to improve, the employee continues to fail to meet performance standards for one or more critical elements, the Agency must consider reassignment, demotion or removal of the employee from his/her position as appropriate.
- D. If the Agency considers it necessary to effect a demotion or removal for unacceptable performance under the procedures listed in the applicable law and regulation, those procedures will be followed. The Employee will be provided with a final written decision letter at least five (5) work days prior to the effective date of the action. The employee will be given an opportunity to indicate if he/she wishes the Union to receive a copy of the decision letter. If the employee chooses, Management will provide a copy of the decision letter to the Union. The decision letter will contain the notification of appeal and grievance rights, which include the Merit Systems Protection Board and negotiated grievance procedure rights. The decision letter will also notify the employee of the procedures to be followed if the employee wishes to pursue the EEO appeals procedure.

### **Section 9. Non-compliance with a Performance Improvement Plan (PIP) or Performance Assistance Plan (PAP)**

In circumstances where an employee believes the supervisor has not met his/her responsibilities under a PIP or PAP, the employee has the right to elevate his/her concerns to the next level of management. At the meeting to discuss these concerns, the employee, the next level manager, an ER Specialist, and a Union representative when requested by the employee, will participate. If appropriate, the period of the PIP or PAP will be extended to allow full compliance with the terms of the PIP or PAP.

### **Section 10. Denial of Within-Grade Increases/Step Increases**

- A. General Schedule Employees - Within Grade Increases/Step Increases
  - 1. An employee under the General Schedule (GS) who is paid at less than step 10 of the grade of his/her position must be advanced in pay to the next higher step provided the employee has completed the required waiting period, has not received an equivalent increase during the waiting period, and is performing at an acceptable level of competence.
  - 2. An employee under this system who is performing at Level 3 shall be considered to be performing at an acceptable level of competence. Therefore, when the employee is informed in writing of the critical elements and performance standards for his/her position, he/she shall be informed simultaneously of the acceptable level of competence. An employee whose summary rating is Level 2 is not eligible for a within-grade increase.

3. If a within-grade increase is denied for a general schedule employee, the employee will be informed in writing of the reason(s) for the negative determination, the right to seek reconsideration, and the right to seek review through the negotiated grievance procedure.
4. The written notice of the right to request reconsideration will state:
  - That the request must be in writing within fifteen (15) days of receipt of the negative determination;
  - That the employee, if otherwise in a duty status, will be granted a reasonable amount of official time to review the material that is the basis of the negative determination and to prepare a response.
  - That the employee has the right to be represented by the Union;
  - The name and address of the person to whom the request for reconsideration shall be delivered.
5. The person who receives a request for reconsideration will establish a reconsideration file, which shall contain all pertinent documents relating to the negative determination. He/she will issue a decision on the request or reconsideration within thirty (30) calendar days.
  - If the reconsideration decision is to grant the within-grade increase, the decision will be made retroactive to the first day of the first pay period following completion of the waiting period.
  - If the reconsideration decision is to deny the within-grade increase, the notice of the decision will inform the employee of the right to file a grievance under the negotiated grievance procedure.

#### Wage System - Step Increases

1. The timing and procedures for within-grade increases for wage system employees shall be in accordance with applicable law and regulation.
2. A wage system employee will be automatically advanced to the next higher rate of his/her grade at the beginning of the first applicable pay period following completion of the required waiting period, provided his/her performance in his/her position is satisfactory and he/she has not received an equivalent increase in pay during his/her waiting period. An employee who has a current rating of at least Level 3 shall be considered to meet the requirements for satisfactory performance. An employee whose summary rating is Level 2 is not eligible for a within-grade increase.
3. A wage system employee who is denied a within-grade increase may seek review of the denial through the negotiated grievance procedure.

#### **Section 11. Performance Records**

- A. Supervisors shall maintain records of performance, which may include:
  - What work was assigned,
  - When it was assigned,
  - What instructions, written or oral, were given concerning:
    - i. Time requirements, if a factor,
    - ii. Cost requirements, if a factor,
    - iii. Quality requirements,
    - iv. Quantity requirements,
    - v. Process requirements (e.g. steps to follow, a procedure to use),
    - vi. Other requirements.



- When assignments are past due,
  - When assignments are cancelled or transferred to other employees, and
  - When assignments are completed and whether they met, failed to meet, or exceeded standards.
- B. Records of day-to-day performance may be destroyed after the annual rating is issued, provided the rating is not grieved.
- C. The annual overall rating will be kept on file for the period specified by OPM regulations.
- D. Materials supporting the denial of a within-grade increase will be maintained until any grievances or appeals are adjudicated.

## **Section 12. Appraisal System Information**

The Agency will advise employees of the provisions of the performance appraisal system including the definition of and significance of critical elements, the purposes of performance standards, the relationship of performance appraisal to awards and within-grade salary increases, the use of GSA appraisal system forms, and the purposes of performance reviews.

## **Section 13. Employee Representation**

Employees who are concerned about the results of a performance review may request the presence of a Union representative at any related follow-up discussions concerning the review.

## **Section 14. Forms**

The negotiated appraisal form for bargaining unit employees is contained in Appendix C of this agreement. The negotiated employee self-assessment form is contained in Appendix D of this agreement.

## **Article 20**

### **Incentive Awards and Productivity**

#### **Section 1. General**

This Article sets forth the procedures the Agency will follow in implementing the GSA Associate Performance Recognition System (APRS), an Incentive Awards Program, for AFGE's bargaining unit employees. These procedures should be used in conjunction with Article 19 and the GSA Associate Performance Plan and Appraisal System (APPAS) Order.

#### **Section 2. Policy**

- A. Incentive awards will be administered in accordance with GSA Associate Performance Recognition System (APRS) Order as modified by this Article.
- B. Each year, GSA organizations will determine their respective budgets to be allocated to incentive awards, and the portions of those budgets to be allocated to the various types of awards.

- C. The Agency retains the right to withhold or defer the payment of awards on the basis of budgetary considerations.
- D. Unit employees on board as of July 1<sup>st</sup> each year that the contract is in effect, who are otherwise eligible, will receive an organizational award pro-rated on the basis of the time they have been in the unit during the appraisal year. Any employee who has had an adverse action, as defined by law, during the appraisal year or received an annual rating of 1 or 2 is ineligible for receiving an organizational award. For the purpose of pro-rating, any period an employee is in a non-pay status will not be counted towards the award.
- E. Employees who are serving as a 100% Union representatives will be eligible for organizational performance awards and be granted them to the same extent as are other bargaining unit employees in the organization to which they are assigned.
- F. Distribution of Organizational Awards
  - a. **Federal Acquisition Service** – 25% of the eligible award dollars will be distributed based on flat, per-capita division of the available award pool. 75% of the eligible award dollars will be distributed based on a percentage of salary.
  - b. **Public Building Service** – 100% of the award dollars will be distributed based on a percentage of salary.
  - c. **Office of Chief Financial Officer** – 100% of the award dollars will be distributed based on the same percentage of salary. Payouts will be capped at the GS-12 salary.

### Section 3. Types of Awards

- A. The types of awards that employees may be eligible to receive include:
  1. Individual Performance Awards
  2. Organizational Performance Awards
  3. Special Act Awards - are cash awards based on nonrecurring contributions either within or outside job responsibilities that are not already covered under Individual Performance or Organizational criteria for award recognition.
  4. Suggestion Awards
  5. Honor Awards
  6. Peer Awards
  7. Other Non-Monetary Awards

#### B. "Time Off"

With respect to award types 1, 2, and 3 (referenced above), the Agency may issue a cash award or may be "time off" without charge to leave or loss of pay consistent with Chapter 45 of Title 5, USC. In accordance with the Order, Management may authorize "time off", in lieu of a comparable cash award for a unit employee who earns an award type 1, 2, and 3 (referenced above).

- a. The calculation for the "time off" award is to be made comparable to an equivalent cash award. The value of the "time off" award shall be calculated using the unit employee's rate of basic pay multiplied by the number of hours awarded, up to the ceiling of 80 hours.

- b. When Management determines “time off” may be an appropriate form of compensation, “time off” will not be issued without a unit employee’s concurrence.
- c. “Time off” will not be used to compensate or reward unit employees for working outside of the basic workweek or in lieu of premium pay, such as overtime.

C. Quality Step Increase (QSI)

In accordance with the Order, a QSI is a type of Individual Performance Award resulting in a permanent increase in base pay that may be granted to General Schedule employees whose level of performance clearly and significantly exceeds their performance standards over a significant period of time (at least one year), as demonstrated by the receipt of a Level 5 annual summary rating. In addition, there must be an expectation that the employee will continue to perform at this higher level (Level 5) for the foreseeable future. A QSI may be granted to unit employees who receive a rating of record at Level 5 and in circumstances where an Individual Performance Award of cash or “time off” is not considered to provide adequate recognition.

**Section 4. Recognition Linked to Performance Appraisal**

- A. Subject to available funding, bargaining unit employees who receive annual APPAS performance ratings of Level 5 or Level 4 will be granted individual performance awards as follows:

- Level 5: Minimum gross award of 2% of the amount of his/her annual base pay; Maximum gross award up to 6% of the amount of his/her annual base pay.
- Level 4: Minimum gross award of 1% of the amount of his/her annual base pay; Maximum gross award up to 4% of the amount of his/her annual base pay.

- B. Subject to available funding, any reductions below the maximum percentage levels for Level 5 & Level 4 ratings will be made in reasonably equal proportions based on the 6/4 & 2/1 ratio set forth above.

- 1. The actual amount of individual performance awards will be determined based on the organization’s overall awards budget, the portion of the organization’s budget allocated individual performance awards, and the distribution of performance ratings among all employees in the organization.
- 2. The Agency agrees not to have a forced distribution of rating (bell shaped curve) or quota system.
- 3. GSA is required to make meaningful distinctions based on levels of performance so in no case within each of the Services or the Staff Offices will a Level 3 receive an award percentage equal to or more than a Level 4, and in no case will a Level 4 receive an award percentage equal to or more than a Level 5. These will be based on percentage of salary.

- C. Employees who receive a Level 3 rating are eligible for an award up to 1.5 percent of their base salary. When reviewing a Level 3 there must be some performance distinction, such as

receipt of a rating of Level 4 or 5 in one or more critical elements, to merit an award, and reasons should be documented.

- D. The Parties agree that it may be necessary to reopen this Article based on direction from Congress, OPM or OMB.

**Section 5. Recognition Linked to Organizational Performance**

- A. Where organizational performance measurement and awards systems have been developed within AFGE’s bargaining unit, the Parties agree to adhere to the Memorandums of Understanding (MOU) in effect pertaining to the organizational performance awards program, including MOU Section 5A dated March 13, 2007, and subsequent changes subject to negotiations.
- B. The actual amount of organizational performance awards will be determined based on the organization’s overall awards budget and the portion of the organization’s budget allocated for organizational performance awards. The organization is determined at the level where the award determination is made.

**Section 6. Scale of Awards**

In determining the amount of a Special Act Award or Suggestion Award, the following Scale of Awards for Tangible and Intangible Benefits will be utilized.

<b>Scale of Awards for Tangible Benefits</b>	
<b>Estimated First Year’s Savings</b>	<b>Award Amount</b>
\$250 to \$5,000	10% of savings
\$5,001 to \$100,000	\$500 plus 2.5% (0.025) of savings over \$5,000
\$100,001 to \$1,000,000	\$2,875 plus .25% (0.0025) of savings over \$100,000
\$1,000,001 or more	\$5,125 plus .15% (0.0015) of savings over \$1,000,000

<b>Scale of Awards for Intangible Benefits</b>	
<b>Value of Benefit</b>	<b>Award Amount</b>
<b><u>Moderate Value</u></b> Change or modification of an operating principle or procedure resulting in limited improvement of a product, activity, program or service. Comparable to a tangible benefit from \$250 to \$5,000.	\$25 to \$500
<b><u>Substantial Value</u></b> Change or modification of an operating principle or procedure resulting in substantial improvement of a product, activity, program or service. Comparable to a tangible benefit from \$5,000 to \$100,000.	\$500 to \$2,900

<b>Scale of Awards for Intangible Benefits</b>	
<b>Value of Benefit</b>	<b>Award Amount</b>
<u><b>High Value</b></u> Complete revision of a basic principle or procedure resulting in a major improvement of a product, activity, program or service. Comparable to a tangible benefit from \$100,000 to \$1,000,000.	\$2,900 to \$5,100
<u><b>Exceptional Value</b></u> Initiation of a new principle or major procedure resulting in an unusually significant a product, activity, program or service. Comparable to a tangible benefit from \$1,000,000 to \$4,500,000.	\$5,100 to \$10,000
In determining the appropriate award for a contribution having intangible benefits, an effort must be made to maintain some equivalency with the scale of awards for tangible benefits. Thus, if a program is initiated, that results in intangible benefits, the approving official might ask "What would have been a reasonable charge if a Management consultant had come up with this idea?" If the answer is in the \$250 to \$5,000 range, the value is moderate and the award should be from \$25 to \$500. If the answer is from \$5,000 to \$100,000, the value is substantial and the award should be from \$500 to \$2,900. If the answer is \$100,000 to \$1,000,000, the value is high and the award should be \$2,900 to \$5,100. If the answer is from \$1,000,000 to \$4,250,000, the value is exceptional and the award should be from \$5,100 to \$10,000.	

**Section 7. Information**

- A. By the end of each calendar year – December 31<sup>st</sup> – the Agency at the National level will provide the union with a listing of unit employees by name, title, series, grade, pay plan, salary and award type and amounts by organization for all unit employees, annotating any exception from the APRS order. If there are no exceptions, the report will be provided only upon request by the union.
- B. The Union will be notified of the payout percentages for each region for PBS, for FAS by payout percentages by portfolio and/or integrator offices and the percentage of payout for OCFO. This notice will be provided by the National Director Labor Relations and will occur five work days before the effective date of the payout.

**Section 8. Budgetary Considerations**

The Agency retains the right to withhold or defer the payment of awards on the basis of budgetary considerations.

**Article 21  
Employee Assistance Program**

**Section 1. Purpose**

This program is established to provide counseling and assistance to employees who are confronted with a variety of personal problems which would be helped by the intervention of a trained counselor. This program will provide a procedure to deal fairly and effectively with these problems while also properly recognizing the employee's right to privacy and the Agency's need to maintain a productive work force.

## **Section 2. Program Objectives**

- A. The Union and the Agency jointly recognize alcoholism and drug abuse as illnesses which are treatable. The earlier that an employee's substance abuse is identified, and treatment is initiated, the more favorable are the chances for a satisfactory solution.
- B. The Agency shall maintain an Employee Assistance Program, within the requirements of applicable laws, regulations, and guidelines.

## **Section 3. Sick Leave**

An employee who participates in the Employee Assistance Program and who decides to undergo a prescribed program of treatment which will require absence from work will be granted sick leave for treatment or rehabilitation in accordance with the same criteria used for granting sick leave to an employee affected with any other illness.

## **Section 4. Notification to Employees**

The Agency shall notify employees of the existence of the Employee Assistance Program annually. The notification shall include a statement of the purpose of the program and the location and telephone number of program counselors. The Agency shall post a copy of the notice on official bulletin boards.

## **Section 5. Corrective Discussion**

When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, he/she will discuss the apparent difficulties with the employee.

- A. If the employee is unable to correct his/her job performance difficulties through his/her own efforts, the supervisor will suggest to the employee that he or she seek assistance from an EAP counselor or other responsible individual who will offer the employee confidential services that are available.
- B. Supervisors should not discuss the possibility of a substance abuse problem with an employee, but will suggest to the employee that he or she seek assistance from the EAP, except,
  - 1. when an employee does not appear to be in full control of his/her faculties, or
  - 2. when the employee is apparently involved in illegal activities related to drugs.
- C. The focus of corrective discussions by supervisors is restricted to the issues of job performance or conduct. Referrals should be made based on factual conduct and/or performance problems observed by the supervisor.

## **Section 6. Counseling the Employee**

If, following the corrective discussion, the supervisor, the employee, or the representative feels that the employee should be referred for further counseling, it will be arranged as expeditiously as possible.

## **Section 7. Disciplinary Actions**

- A. The fact that an employee is an admitted or suspected substance abuser does not in any way provide immunity to formal disciplinary action; however, the procedures outlined in Articles 13 and 32 must be followed. Substance abuse, of itself, is not normally a proper cause for disciplinary action unless it occurs on the job or has some other relationship to the employee's work.
- B. When an employee who is the subject of disciplinary proceedings requests assistance under this program, the following will apply:
  1. Management has the right to proceed with the action immediately if the employee's misconduct or deficiency is not related to the substance abuse problem, or if the employee's problem cannot be reasonably accommodated, or if the employee refused to enter a program under Section 6 of this Article before the incidents giving rise to the discipline occurred.
  2. In other circumstances, Management may elect to proceed with the action, to reduce the penalty, or to hold the action in abeyance. Disciplinary actions may only be held in abeyance if the employee enters an appropriate rehabilitation program and permits the counselor and/or rehabilitation program officials to report to Management on the employee's attendance in the program, and if the employee is making observable progress in conduct and/or performance on the job.
  3. Discipline held in abeyance may be taken if:
    - A. the employee fails to enter and successfully complete a rehabilitation program;
    - B. while in a program the employee has a lapse in observable progress in conduct or performance;
    - C. having participated in a program, the employee's performance or conduct does not improve to a satisfactory level; or
    - D. the employee does not abstain from substance abuse.

## **Article 22 Medical Retirement**

### **Section 1. Conditions for Application**

The Agency will not initiate a retirement for medical reasons unless the conditions set forth in the appropriate OPM regulations are met.

### **Section 2. Procedures**

The Agency will adhere to OPM regulations in processing Agency-initiated retirement applications.

### **Section 3. Assistance to Employees**

The Agency will assist an employee who elects to initiate a medical retirement by providing all necessary information needed for said retirement.

## **Article 23 Occupational Safety and Health**

## **Section 1. General**

- A. It will be the responsibility of the Employer to establish and maintain an occupational safety and health program in accordance with Section 19 of the Occupational Safety and Health Act, Executive Order 12196, and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960).
- B. The Agency is responsible for providing a safe and healthful workplace. The Agency and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate injuries and illnesses in all areas under the Agency's control.
- C. Employees will comply with occupational safety and health standards, orders and regulations applicable to their positions.

## **Section 2. Occupational Safety and Health Committees**

- A. The Parties shall maintain occupational safety and health committees at the national, regional, and establishment levels. Employees serving on these committees should request permission and official time to participate on the committee from their supervisors. Requests to participate in committee activities should be reasonable and applicable to the local OSH program.
- B. When coverage of an establishment-level committee is composed solely of employees exclusively represented by AFGE, the committee will be composed of an equal number of AFGE and Agency members. The chairperson will be elected by the committee and will serve for at least one year.
- C. Establishment committees will meet at least quarterly.
- D. Written minutes of each meeting will be maintained and distributed to each committee member and made available to employees upon request.
- E. In accordance with applicable laws, the Agency will make available to the committee existing Agency information relevant and necessary to the duties of the committee. Examples of such information include the Agency's safety and health policies and program, accident, injury, and illness data, epidemiological data, material safety data sheets, inspection reports, abatement plans, and internal and external evaluation reports.
- F. Duties of the establishment committee will include:
  - 1. Monitoring and assisting the safety and health program at establishments under its jurisdiction and making recommendations to the official in charge of the operation of the program;
  - 2. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented;
  - 3. Participating in the inspection of any establishment, when at least half of the committee deems such activity necessary;
  - 4. Monitoring plans for abating safety and health hazards;
  - 5. Reviewing responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies, and allegations of discrimination due to participation in the OSHA program. If at least half of the members of record on the committee are not substantially satisfied with the response, they may report their



- dissatisfaction to the Occupational Safety and Health Administration (OSHA), or request an appropriate investigation by OSHA;
6. Reviewing procedures for handling safety and health suggestions and recommendations from employees; and
  7. Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.

### **Section 3. Designation of Responsible Agency Officials**

The Agency agrees to post at each establishment a poster in accordance with OSHA regulations. Among other information, the poster will list the name, phone number and e-mail address of the designated individual to contact for safety and health matters.

### **Section 4. Abatement of Unsafe and Unhealthful Working Conditions**

- A. The Agency will abate unsafe or unhealthy working conditions.
- B. When a hazard cannot be abated without assistance of another Federal agency, GSA will contact and act with that Agency concerning abatement.
- C. Whenever Management cannot abate such conditions within thirty (30) calendar days, it will develop an abatement plan, including a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working conditions. Employees exposed to the conditions will be informed of the provisions of the plan, or action will be taken to prevent their exposure to the conditions.

### **Section 5. Imminent Danger and Imminent Risk Situations**

- A. Employees will report suspected unsafe or unhealthful working conditions to their supervisor.
- B. If an employee reports an unsafe or unhealthful working condition through the normal reporting procedure and the Agency determines that imminent danger exists, GSA will undertake abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement will follow instructions given them.
- C. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave, provided that he/she immediately reports the situation to the nearest supervisor and follows the instructions given.
- D. When the Agency determines that a serious hazard exists at a workplace, actions will be taken to prevent employee exposure to the hazard, precautionary signs or notices will be posted and the appropriate Union representative will be informed.

### **Section 6. Safety Training**

- A. The Agency will provide employees with appropriate orientation and/or training to perform their jobs safely. Such training shall include instructions in proper work methods to be used and proper use of required personal protective equipment.

- B. Consistent with Executive Order 12196 and Basic Program Elements for Federal Employees Occupational Safety and Health Programs (29 CFR 1960), the Employer shall provide appropriate safety and health training for Union members of occupational safety and health committees and other unit employees as necessary.

### **Section 7. Emergency Treatment**

The Agency and the Union recognize the need for prompt emergency treatment for employees injured on the job. Emergency treatment will be provided through:

1. first aid treatment,
2. on-site medical facilities, and/or
3. transportation to and from the closest appropriate off-site medical facilities. Any expenses incurred by the employee will be reimbursed in accordance with applicable OWCP regulations.

### **Section 8. Safety Inspections**

- A. Union members of establishment-level committees may participate in the committees' inspection of the workplace with the committees' qualified safety and health inspector. Such employees will be authorized normal duty time to participate.
- B. A designated Union representative may participate in each annual occupational safety and health inspection of the Employer's workplaces. A designated representative shall be authorized normal duty time to participate in such inspections.
- C. In response to employee reports of unsafe or unhealthful conditions, the Employer shall require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions and twenty (20) working days for other conditions. Employees making these reports may request anonymity.

### **Section 9. Temperature Conditions**

Workplaces will be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed in accordance with the Code of Federal Regulations, 41 Chapter 101-20.116-3, Cooling and Heating Energy Conservation Policies and Procedures.  
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### **Section 10. Reporting Unsafe Conditions**

The Agency agrees that it is appropriate and expected that employees will report unsafe or unhealthful working conditions and will participate in GSA's occupational safety and health program activities.

### **Section 11. Protective Clothing, Equipment and Tools**

- A. The Agency, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health, and other applicable directives will provide at no cost to the employee standard approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during performance of official duties. An employee may

be required to pay the difference in cost between standard and premium grade equipment requested by the employee.

- B. Protective devices may include, but are not limited to, safety glasses (prescription, if necessary), safety-toed shoes/boots, earplugs, respirators, safety aprons, foul weather clothing and protective gloves. Employees will use safety equipment, personal protective equipment, and other devices and procedures provided or directed by Management as necessary for their protection. Employees must maintain personal protective equipment cleanliness, inspect equipment before each use and report defective equipment to their supervisor. Employees who fail to use prescribed safety equipment and/or protective devices may be subject to disciplinary action.

### **Section 12. Work in Confined Spaces or Remote Areas**

- A. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, another employee will be assigned to work there or controlled communication will be maintained.
- B. When employees work in remote areas, periodic checks will be made by supervisors or others.
- C. When work is required to be performed in areas where flammable vapors exist, all such areas will be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards.

### **Section 13. Repairs and Adjustments to Operating Equipment**

Only qualified personnel shall be required to repair or adjust moving or operating machinery.

### **Section 14. Field Federal Safety and Health Councils**

A designated Union representative will be allowed to participate in activities and attend meetings of Field Federal Safety and Health Councils in the local area without loss of pay or charge to leave, provided that no additional overtime or premium pay will be allowed for such participation.

### **Section 15. Agency Safety and Health Records**

GSA agrees to compile and maintain records required by the Occupational Safety and Health Act and the Agency's safety and health program and make available copies of the records to the Union unless prohibited by law.

### **Section 16. On the Job Injury, Illness or Death**

- A. In the event of an on-the-job death, the Agency will promptly notify the Union of the name of the employee involved.
- B. In the event of an occupationally related on-the-job injury or illness, the Employer will assist the employee in completing appropriate Workers' Compensation forms. The employee can also seek Union assistance in completing the forms, and sufficient time shall be granted.

## **Section 17. Physical Examinations**

The employee will be provided a physical examination as may be required by OSHA standards. The Agency shall have a right to a copy of the results of the physical examination.

## **Section 18. Hazardous Duty Pay**

- A. It is the Agency's policy to eliminate or minimize hazards and physical hardships. When such situations cannot be practically eliminated, appropriate environmental differentials will be paid to employees exposed to such situations as provided by 5 USC 5545(d) for general schedule employees and 5 USC 5343(c)(4) for wage grade employees.
- B. Environmental Differential Pay for Exposure to Asbestos
  - 1. General schedule employees will receive environmental differential pay for significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS) in the standard for asbestos provided in Title 29, Code of Federal Regulations, Section 1910.1001 or 1926.1101 when the risk of exposure is directly connected with the performance of assigned duties.
  - 2. Wage grade employees, will receive environmental differential pay for working in areas where airborne concentrations of asbestos fibers may expose employees to potential illness or injury and protective devices have not practically eliminated the potential for such personal illness or injury. The permissible exposure limits (PELS) contained in the standard for asbestos provided in Title 29, Code of Federal Regulations, Section 1910.1001 or 1926.1101 when the risk of exposure is directly connected with the performance of assigned duties.
  - 3. Any wage grade employee receiving environmental differential pay for exposure to asbestos on the date this Agreement becomes effective will continue to receive the differential as long as the employees continue to work in the same location and under the same conditions.
- C. Environmental Differential pay will be paid in accordance with applicable laws and regulations.
- D. When the Union believes that an employee may be entitled to environmental differential pay, it will notify the Management of the employee's name, title, duty location, and the nature of the hazard to justify payment of environmental differential.
- E. When the Agency determines or proposes that an employee or group of employees should be included or excluded from payment of environmental differential pay, it will notify the Union of the employees' names, position titles, location and the nature of the hazard and will provide in writing the reason for any denial of payment of environmental differential.

## **Section 19. Video Display Terminals (VDT)**

- A. General. "Video Display Terminal" (VDT) refers to a word processor or computer terminal which displays information on a television-like screen (Cathode Ray Tube or "CRT").
- B. Service of Machines. All VDTs will be serviced as needed by trained personnel and will be maintained in satisfactory condition.
- C. Vision and Health Safeguards. Upon request and subject to availability of funds, Management shall provide glare filters for personal computers used by employees. In selecting the filters to be used, Management shall consider the extent which the filters

reduce glare, x-radiation, ultraviolet radiation, and static electricity. Where two (2) or more employees use the same machine, filters shall only be installed by mutual consent.

- D. VDT Problems. Should a concern arise over the safety and health of employees who work with VDTs, the matter will be referred to the Parties' Safety and Health Committee. The Committee shall work with Management to determine causes of problems and recommend and implement possible corrective action. Environmental/ergonomic factors such as glare controls, illumination, arrangement of the work station, insufficient work space, and potential radiation exposure are appropriate matters for review and recommendations by the Committee.
- E. Hardware Acquisition. In selecting future replacement of acquisitions of VDTs, Management shall consider available safety and health information related to VDTs. The Agency shall develop and use procurement specifications for VDTs which conform to the provisions of this Section.
- F. Worker's Compensation Claims. Employees may request treatment of an on-the-job illness or injury they believe resulted from or during their assigned work on VDTs, printers, or other computer accessories by filing the appropriate CA-1 or CA-2 form. Employees will receive treatment if the Office of Workers' Compensation (OWCP) adjudicates the case in their favor.
- G. Information and Education. At an employee's request, he/she shall be provided with the VDT manufacturer's safety information; work practices recommended for VDT operators; and assisted in the proper adjustment of chairs and equipment in relationship to posture and work surfaces.
- H. Seating. Seating is the most critical component of an ergonomic work station. A well-designed, properly-adjusted chair can actually boost productivity. When Management provides new or replacement seating for VDT workstations, the seating provided shall be ergonomically appropriate and adjustable.

## **Section 20. Smoking**

- A. Smoking is prohibited in GSA-occupied space and Government-owned or leased vehicles assigned to GSA.
- B. Smoking Cessation Program.
  - 1. The Agency and the Union will make a maximum effort to identify organizations such as the American Cancer Society which can provide smoking cessation programs. Where such programs are not available on-site, the appropriate Parties will attempt to identify such programs that are available in the local community.
  - 2. Employees will be allowed to attend one on-site cessation program on duty time (a program may entail several separate sessions). If employees need to attend additional programs or to attend programs in the community, they must do so on non-duty time. The Agency will take reasonable steps to adjust employees work schedules or to grant leave to attend such sessions.
  - 3. Participation in a smoking cessation program will be voluntary.
  - 4. Supervisors will take into consideration the temporary stress and trauma on employees who are making an effort to stop smoking.
- C. In those Regions where local procedures or appropriate arrangements were requested, the Parties have already negotiated agreements (MOUs) to supplement National provisions.

These Regional MOUs on non-smoking arrangements shall remain in effect for the duration of this Agreement

### **Section 21. AIDS in the Work Place**

- A. Employees are encouraged to contact representatives of the Employee Assistance Program if they have personal concerns about AIDS and its related conditions or to obtain further information. Employees with AIDS or any of its related conditions may contact the Employee Assistance Program to discuss their concerns or to seek referral to professionally trained counselors.
- B. Under normal GSA working conditions, employees have no basis upon which to refuse to work with an AIDS-infected person.
- C. Employees who are found to have refused to work with, harassed, intimidated, or in any other manner discriminated against AIDS infected persons are subject to discipline.
- D. The Agency will maintain an appropriate first-aid kit in the work place. Whenever possible, injured employees shall treat their own minor injuries or request first aid and assistance from the Public Health Service (PHS) health clinic or other health care facility.

## **Article 24 Child Care**

### **Section 1. Child Care Services**

The Parties agree to support quality child care services to meet the needs of working parents. GSA will consider sponsoring or co-sponsoring child care centers for its own employees, where the number of government employees, including bargaining unit employees, and their expressed interest in enrolling their children, indicate that a viable child care center can be established and maintained on an ongoing basis. Funding and space will be provided to the extent permitted under applicable laws and regulations.

### **Section 2. Minimum Requirements**

- A. Any child care service established must meet minimum state and local jurisdictional licensing and child care requirements with respect to staffing ratio, health and safety and other pertinent areas where necessary.
- B. Any child care provider who provides child care at the site must agree to abide by GSA's Special Conditions to the Licensing Agreement.

### **Section 3. Child Care Centers Board of Directors**

The Parties recognize that each child care center should be governed by an independent, non-profit Board of Directors consisting of parents, interested members of the community, and other individuals with expertise in such areas as accounting, early childhood education and law. The makeup of individual Boards may vary from center to center. The Agency recognizes the Union's interest in quality child care and encourages the Union to obtain membership on the Board of Directors of each child care center where bargaining unit employees are located.

Bargaining unit employees who are members of Boards of Directors will be allowed one hour of duty time per month for participation in meetings of the Board.

#### **Section 4. GSA National Child Care Policy Working Group**

If the Agency assembles a GSA National Childcare Policy Working Group, the Agency will allow the Union the opportunity to designate a representative to serve on the Working Group.

#### **Section 5. Child Care Subsidy Program**

Public Law 107-67, Section 630, made permanent the authority of Federal agencies to use appropriated funds, including revolving funds otherwise available for salaries, to assist their lower-income employees with the costs of child care. Subject to availability of funds, the Agency agrees to participate, and has established a Child Care Subsidy Program and the Parties' Memorandum of Understanding dated December 12, 2001, and subsequent changes. The Parties will follow the requirements as set forth in the GSA program guide. The Agency has also developed a Dependent Care Assistance Plan (DCAP), permitting lower income employees to exclude subsidies, up to designated legal limits, from Federal income tax.

The Agency will survey the need for child care subsidy and analyze the availability of funding. The Agency will meet with the Union to explain the results of the survey and the funding analysis and whether the Agency dollar threshold for participation can be raised. Once a decision has been made regarding the dollar threshold for participation, the Union will be informed of this decision.

#### **Section 6. GSA National Child Care Conference**

In recognition of the participation of AFGE Council Officers on Child Care Center boards of Directors, the Agency agrees to fund the travel expenses to attend the GSA National Child Care Conference; two slots if it is hosted annually, or three slots if hosted biannually.

### **Article 25 Flexible Work**

#### **Section 1. Basic Work Schedule**

##### **A. Definitions**

1. "Administrative workweek" is a period of 7 consecutive calendar days, beginning on Sunday.
2. "Hours of work" are the established hours of business for the organization at the employee's post of duty.
3. "Tour of duty" is the schedule of days and hours for which an individual employee must report for duty.

B. The "basic workweek" will be 5 consecutive days of 8 hours each, normally Monday through Friday, except for employees under an alternative work schedule. Normally, employees will be scheduled for 2 consecutive days off, except for those employees changing from one

regularly-scheduled workweek to another. Normally, the Agency will provide a 72-hour notice of a change, if possible.

- C. The occurrence of holidays shall not affect the designation of the basic work week.
- D. The Agency agrees to notify the Union in accordance with the Statute prior to changing the established hours of work or the established tours of duty.

## **Section 2. Alternative Schedules**

### **A. Application**

This section applies to locations where AFGE Bargaining Unit employees are employed.

### **B. Adverse Agency Impact**

- a. When the Union requests, the Agency agree to allow flexible or compressed work schedules in AFGE bargaining units where there is no adverse Agency impact, in accordance with applicable law and regulation. If the Union requests and the Agency determines not to establish a flexible and compressed work schedule at any duty location because of adverse Agency impact, in accordance with applicable law and regulation, Management at the regional level will inform the Regional Vice President and the Parties will follow the procedures in accordance with applicable law and regulation.
- b. If the Agency determines that there is adverse Agency impact in accordance with applicable law and regulation, due to an established flexible or compressed work schedule in any organization within the Agency, the Labor Relations Officer (LRO) at the regional level will inform the Regional Vice President and seek to terminate the schedule as provided in accordance with applicable law and regulation . If an alternative schedule is terminated, the affected employees will revert to the standard hours of work in effect in their organization unless the Parties have negotiated a different alternative work schedule that will remain in effect.

### **C. Definitions:**

1. "Flexitour"- An established tour of duty which is different from the official hours of work excluding shift schedules.
2. "Flexitime"- A system of scheduling which splits the workday into two distinct kinds of time: core time and flexible time.
3. "Flexible band"- The designated time bands within which an employee may arrive at and depart from work.
4. "Core Time"- The designated time band during which all employees must be on duty unless in an approved leave status or at lunch.
5. "Official Hours of Work" - Official hours of work are the standard office hours currently established in the various Regions.
6. "Tardiness"- Employees authorized to follow the flexitime provisions of this article will be tardy if they do not arrive at work by the end of the morning time band.
7. "5/4/9 schedule"- An alternative work schedule under which a full- time employee fulfills an 80- hour biweekly basic work requirement in eight, 9- hour days and one 8- hour day per pay period.
8. "4/10 schedule"- An alternative work schedule under which a full time employee fulfills an 80-hour basic work requirement in four, 10- hour days in each of the two weeks per pay period.
9. "Compressed schedule": -An alternative work schedule under which a full-time employee fulfills an 80- hour biweekly basic work requirement in fewer than ten work days. 5/4/9 and 4/10 are examples of compressed schedules.



10. "Credit Hours"- are hours that an employee elects to work, with supervisory approval, in excess of the employee's basic work requirement under a flexible work schedule.
  - a. Employees must request permission from their supervisors to work Credit Hours. If approved, an employee may work up to two (2) hours per day and no more than eight (8) hours per week.
  - b. The employee and supervisor must agree on the work to be performed during the period that he/she is earning Credit Hours.
  - c. An employee may not carry over more than twenty-four (24) Credit Hours from one pay period to another.
  - d. Credit Hours are distinguished from overtime hours in that they are not officially ordered and approved in advance by Management. (Supervisors may not require employees to work Credit Hours in lieu of overtime or compensatory time.)
  - e. An employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for Credit Hours.
  - f. The use of earned Credit Hours must be requested and approved in the same manner as annual leave.
  - g. Credit Hours will be documented in a manner similar to earned leave.
  - h. Credit hours may not be used for compressed schedules such as 5/4/9 or 4/10.
11. "Maxiflex schedule"- means a type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

D. The Parties have initiated discussions related to Maxiflex and scheduling options. The Agency will undertake a study of best practices and appropriate ways to amend the Agency's Time and Attendance Policy. The Parties agree they will work collaboratively from the effective date of the contract, until the reopener which will take place, August 2012, on developing best practices, gathering information and considering options for the best approach to hours of work and all existing schedule options. Absent mutual agreement, there will be no changes to the current application of Maxiflex or current schedule options during this study period; all current schedule options including, flexitour, flexitime (which may include Credit Hours), 5/4/9 and/or 4/10 will remain in effect. At that time, the Parties will meet to negotiate Maxiflex and these other alternative work schedule options.

#### D. Authorized Schedules

1. Employees may choose either a compressed schedule or a flexitime schedule, if agreed to under a regional supplemental Agreement.
2. Either Party at the Regional Level may request to negotiate a supplemental Agreement on flexitour, flexitime (which may include Credit Hours), 5/4/9 and/or 4/10 schedules as defined in this Agreement at locations where bargaining unit employees are located, except that no 4/10 schedules may be negotiated for FAS Distribution Centers (i.e., depots), subject to 4 above.
3. Except as specified, schedules currently in effect will remain in effect at all locations unless and until changed through negotiations.

#### E. Productivity

The Parties agree that alternative schedules should enhance productivity and must be avoided if productivity is adversely affected. The Agency will inform the Union if a positive impact on productivity is not indicated. Prior to making any changes in organizational schedules the Union will be informed and provided an opportunity to negotiate in accordance with the Statute.

F. Flexitime Schedule

1. The following is a sample of a flexitime schedule. However, flexible bands and core time will be negotiated to meet the needs of the particular organization.

(SAMPLE)

8:00 a.m.	Official Office Hours	4:30 p.m.
7:00 a.m. - 8:00 a.m. Flexitime Arrival	8:00 a.m. - 3:30 p.m. Core Time	3:30 p.m.- 4:30 p.m. Flexitime Departure

All Employees must be Present

2. Employees may arrive at work at any time during the morning flexible time band and depart after completion of their required number of work hours.
3. Employees on flexitime must record arrivals and departures. The record must show the employee's name, the date and time of arrival/departure. The Agency will maintain a record of employees' arrivals/departures.
4. Lunch periods must be taken between 11:00 a.m. and 2:00 p.m. as designated by the supervisor. This means employees must be back at their work station no later than 2:00 p.m. With prior approval of the supervisor, an employee may extend the normal unpaid lunch period and make up the additional time at the end of the day.

G. Compressed Schedules

1. Employees should submit requests for the desired day off or to change their designated day off to their immediate supervisors. Approval by the supervisor will be subject to the exceptions under Paragraph H, below.
2. The Agency agrees to accommodate requests for either a Monday or Friday off, and the request is made a full pay period prior to the requested date, provided there is sufficient staffing to permit the selected day off. If more employees request a given day off than can be accommodated, employees will be requested to identify alternative days off. Conflicts that cannot be resolved informally will be resolved on the basis of seniority determined by Service Computation Date.
3. Employees who elect a compressed work schedule after the initial distribution of off-days will select an available off-day consistent with the needs of the organization.
4. When an employee on a compressed schedule is required to travel or participate in a training course where the hours of work are different than the employee's schedule, or in other unusual cases including emergencies, the employee's supervisor may make adjustments in work hours on a case-by-case basis to obtain 80 hours of work during each pay period.
5. Part-time employees may, under compressed schedules, work nine or ten hours in a day (depending on their schedules) without charging the additional hours to overtime as long as the additional time is part of a regularly scheduled part-time work week.
6. Due to the critical service-oriented mission of the depots, the Parties agree that the compressed schedule may be terminated at the option of the Agency under the following conditions:
  - a. National emergency which requires a change in schedule.
  - b. The priority effectiveness (PE) drops below the level of priority effectiveness existing at the time of implementation of the compressed schedule for a period of fifteen (15) days. However, schedules will not be terminated if the drop in productivity is not related to the operation of the

compressed schedules, but rather, is a result of unforeseen circumstances, such as Acts of God, equipment breakdowns, etc.

c. There is a significant reduction in staffing.

7. The Parties agree that if there is an adverse impact as described in Section 2G6, above, the schedule will be terminated immediately. If the Union objects to the cancellation, and impasse results, the dispute will be submitted to the Federal Services Impasses Panel. The Panel will determine whether the Agency's determination is supported by the evidence.

#### H. Exceptions and Changes

1. The mission of GSA must take priority. Because of specific job requirements in some offices, the same degree of personal choice may not be possible for all employees. For example, situations involving employees who work as a team, offices with small staff or limited ceilings, the need for coverage, continuous duty and unusual shift schedule, identification of key employees, etc., may limit the degree of flexibility possible in a particular office. Determinations of exceptions by Management will be based on the operating needs of the Agency.
2. Managers and supervisors may require employees or groups of employees to go off alternative schedules to meet Agency needs. If such changes are to be made permanent, prior written approval of the appropriate official is required. Supervisors may rearrange work schedules or temporarily suspend the flexible bands due to work exigencies. The employee and the Union will be given as much advance notice as possible.
3. Disputes about application of H1 & 2 above, will be filed and processed as grievances under Article 33, Section 8 and not under Section 6131 of 5 USC 6120. All regional MOUs must conform to this provision.

### **Section 3. Continuous Duty Employees**

Changes in the prescribed basic tour of duty may be scheduled for those employees assigned to jobs that are continuous duty.

- A. A continuous duty employee is one assigned to law enforcement or security duties or which involve the operation of mechanical systems and equipment, and who may not leave his/her assigned place of duty without endangering the operation and safety of the equipment or personnel. Employees who are designated as continuous duty employees shall work 8-hour shifts and shall remain at their duty stations until properly relieved.
- B. A tour of duty shall not extend for a period in excess of 5 consecutive 8-hour days, and the two sign-off days shall be consecutive except for those employees changing from one regularly scheduled workweek to another.
- C. Tours of duty shall be scheduled and posted at least two weeks in advance. Necessary changes in tour of duty will be posted in work areas 72 hours prior to the beginning of the normal workweek affected if possible.
- D. Continuous duty employees will rest and eat their meals at their duty stations provided it does not interfere with their duties.

### **Section 4. Rest Periods**

- A. Rest periods of fifteen (15) minutes shall be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Employees who work four (4) hour shifts will have no more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight (8) hour tour of duty.
- B. Rest periods are hours of duty and normally may not be accumulated for later use.
- C. Rest periods for continuous duty employees are covered in Section 3.
- D. Depending on local circumstances, employees will be allowed additional time to reach the Management-designated break site. If employees take their breaks at another site, they will not be allowed additional time.

### **Section 5. Changing Tours of Duty**

Tours of duty for personnel in various organizational segments shall be posted on bulletin boards located in the related work areas. Changes in a tour of duty will be made in accordance with applicable government-wide regulations. The Agency will provide a 72-hour notice of a change, if possible.

### **Section 6. Overtime**

- A. Management will make every reasonable effort to distribute overtime on a fair and equitable basis among qualified employees and will not use it as reward or punishment. The Agency will schedule overtime based on an equitable rotation system among employees qualified to perform the work. Employees who fall below the established productivity standard for satisfactory performance for thirty (30) days or more will not be eligible for overtime. An employee will be restored to the rotation system after he/she satisfactorily meets productivity standards for a thirty (30) day period.
- B. A roster of overtime will be maintained by the Agency on a current basis for the preceding twelve (12) months and shall record all overtime assignments on an hourly basis. The roster may be reviewed by unit employees or the Union. Each opportunity to work overtime will be noted on the roster and initialed by the employee.
- C. Except for emergencies, overtime will be offered to qualified employees on a voluntary basis. However, if the number of qualified volunteers is fewer than the number of workers needed and immediately available, overtime will be assigned in accordance with the rotation system.
- D. Employees may request relief from overtime assignment. When another qualified employee is available for assignment, the employee's request will be granted. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with the rotation system.
- E. Employees will be compensated for overtime work in accordance with appropriate laws and regulations.

- F. Employees called back to work on a work day or non-work day will be compensated for a minimum of 2 hours overtime work.
- G. Employees shall be authorized to work overtime in 6-minute increments. Employees' overtime computation will be rounded off to the next higher increment of six (6) minutes.
- H. A nonexempt employee shall receive compensation benefits and privileges under the Fair Labor Standards Act.
- I. Consistent with applicable laws and regulations, an eligible employee may request compensatory time off instead of payment of overtime. The earning of compensatory time and the scheduling of its use is subject to the requirements of the position as determined by Management. If compensatory time off is granted, it may be used in a manner similar to annual leave.
- J. Overtime work under AWS:
  - 1. Flexible Work Schedules. For exempt employees, overtime work consists of hours of work that are officially ordered in advance and in excess of 8 hours in a day or 40 hours in a week, but does not include hours that are worked voluntarily, including Credit Hours or hours that an employee is "suffered or permitted" to work which are not officially ordered in advance. For nonexempt employees, all time spent by an employee performing an activity for the benefit of an Agency and under the control or direction of the Agency is considered hours of work, including time during which an employee is "suffered or permitted" to work.
  - 2. Compressed Work Schedules. For a full-time employee, overtime work consists of all hours of work in excess of the established compressed work schedule. Conditions of approval are the same as those described in J1 above.

**Section 7. Time Spent on Standby Duty or in an On-Call Status**

- A. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
  - 1. The employee is restricted to the Agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
  - 2. The employee, although not restricted to the Agency's premises:
    - i. Is restricted to his or her living quarters or designated post of duty;
    - ii. Has his/her activities substantially limited; and
    - iii. Is required to remain in a state of readiness to perform work.
- B. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  - 1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
  - 2. The employee is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.
- C. Normally, volunteers will be used to perform on-call duty before assigning such duty to non-volunteers.

- D. Scheduled on-call will be rotated among qualified employees in a work unit. Records of on-call shall be maintained by Management and made available to the Union upon request.

### **Section 8. Clean-Up Time**

The Agency will provide reasonable time, depending upon the nature of the work being performed and the location of the work site, for employees to clean up prior to lunch and the end of the workday.

### **Section 9. Telework Program**

The Parties will follow GSA Order HCO 6040.1 (The Agency Mobility and Telework Policy), dated October 31, 2011, as modified by this Section.

- A. The Agency Mobility and Telework Policy establishes the foundation from which the Agency will enable an optimally responsive and productive workforce in delivering best value, services, and products to our customers and the American people through employee mobility and telework. This Policy applies to all Agency components, all Agency employees, and is designed to provide the structure needed for effective implementation and operation of telework for the Agency. Successful telework requires collaboration between employees, their supervisors and impacted work groups and each has responsibilities for successful implementation. Organizations must ensure compliance with the provisions of this Policy, supporting Agency guidance, and fulfillment of applicable labor relations obligations.
- B. Telework is critical to:
  - A. Performance based business outcomes for individuals and work teams;
  - B. Continuity Of Operations Planning (COOP) and Business Continuity Plan;
  - C. Sustainability; and
  - D. Employee balance of work and non-work responsibilities.

The Agency is committed to providing reasonable accommodation to ensure that individuals with disabilities enjoy full access to equal employment opportunity at the Agency. Telework is one of many types of accommodations supporting equal employment opportunities. Employees seeking a reasonable accommodation are required to follow procedures outlined in ADM P 2300.3 Policy and procedures for providing reasonable accommodation for individuals with disabilities, found at the Agency's internal website under the area of Directives.

- C. The Agency supports the broadest possible use of telework, up to and including full-time telework, by eligible Agency employees, if the available technological components, resources and equipment are suitable for the work effort and the employee is aware of and agrees to his/her responsibilities related to telework.

It is the responsibility of the employee to safeguard secure materials, including Personally Identifiable Information (PII).

Eligible employees may telework up to the maximum extent possible without diminished employee or organizational performance. Eligible employees (defined in paragraph 7) may:

- a. Choose to telework;
- b. Decline to telework;
- c. Select the alternative worksite(s) from which to telework; and

- d. Be required to telework in the event of an emergency or other unforeseen situation that prevents access to the agency worksite.

The appropriateness of telework and the amount of telework is a joint decision between the supervisor and the employee.

#### D. Definitions

##### **Worksite:**

- A. "Agency worksite" - the regular worksite for the employee's position of record; the physical address or place where the employee would work if not teleworking.
- B. "Alternative officing" - a work arrangement in which an employee has no dedicated/assigned workspace at the regular (Agency) worksite, but instead uses one of the following arrangements when working at that location:
  1. "Desk-Sharing" - an arrangement in which two or more employees share use of a single workspace where each employee has a designated day or time for use of the workspace;
  2. "Hoteling" - an arrangement where employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis;
  3. "Hot-Desking" (also known as "free address" or "touchdown workstations") - an arrangement in which employees use non-dedicated, non-permanent workspaces assigned on an unreserved first come, first served basis (typically drop-in).
- C. "Alternative worksite" - worksite other than the Agency worksite, including employee's residence or other work location. Alternative worksites may include, but are not limited to libraries, telework centers, and other business appropriate locations that support productive work and provide an environment, connectivity, and security appropriate to the work effort.
- D. "Employing organization" - the specific organizational unit within the Agency to which the employee reports as listed in the official Human Resources (HR) Documents located in the Human Resources Information Technology System.
- E. "Official Worksite/Duty Station" - pursuant to the OPM's definition, official worksite is the location where the employee regularly performs his or her official work duties. Changes in an employee's official worksite may affect employee pay, locality pay and travel funding responsibilities and must be processed by the servicing Human Resources Office (HRO).
  1. Designation of the official worksite must be assessed on a case-by-case basis using the following considerations:
    - a. The official worksite is the location of the Agency worksite for the employee's position - the place where the employee would normally work if not teleworking - as long as the employee is scheduled to report physically at least twice each biweekly pay period to that Agency worksite;

- b. The official worksite for an employee who is not scheduled to report at least twice a biweekly pay period to the Agency worksite (includes virtual workers/full time teleworkers) is the location of the alternative worksite (except in certain temporary duty situations);
  - c. The official worksite for an employee whose work location varies on a recurring basis (mobile work), and who does not report at least twice each biweekly pay period to the Agency worksite, is the Agency worksite, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the Agency worksite.
- F. "Telework Center" - a facility established for use by teleworkers. Telework Centers may be fee-based and employee use of such a (fee-based) facility must have prior supervisory approval to commit Agency funding.
- G. "Virtual Officing/Distributed Work Environment"- a work arrangement in which a work group, team, or organization has no permanent physical worksite (building or other physical location) to which the employees report for meetings or other work related matters. Instead, the work setting is characterized by employees using a communications medium such as computer network access and/or other communications applications that enable collaborative work and/or other interpersonal business interactions. The physical locations of employees working in a virtual office may be any alternative worksite.
- H. "Emergency situation" - a planned or unplanned event, incident or circumstance that interrupts or compromises operations at, or travel to or from the Agency or alternative worksite. May include a range of situations including, but not limited to civil disruptions, inclement weather and associated travel conditions, national security situations, natural disaster, public health emergencies, power outages, unusual traffic situations, water main breaks, or other incidents where access to the Agency or alternative worksite is compromised. Emergency situations include but are not limited to those that result in an official announcement of an operating status under which unscheduled telework is allowed, as defined below. Emergency situations that rise to the level of COOP activation fall outside of telework policy, as outlined in paragraph 11.
- I. "Mobile Work" - work which is characterized by regular travel to and work in customer or target [designated] worksites as opposed to the Agency worksite. Mobile work may consist of work such as site audits, site inspections, investigations, and property management. It is distinguished from telework in that the work being done by the employee is specific to a target site or location. Mobile work may be combined with telework.
- J. "Remote Worker" – an employee whose official worksite (duty station) is an Agency or federal facility other than the location of the owning organization. For example, an employee who works for a GSA Central Office organization, but whose official worksite (duty station) is a regional office building, is a remote worker. Remote workers are not teleworkers.



K. "Telework" - a work arrangement that allows an employee to conduct work, during any part of regular, paid hours, at an alternative worksite, as defined above. Telework does not include:

1. Any part of work done while on official travel (travel regulations and policy takes precedence over telework);
2. Work done while commuting to and from work (except as stipulated in paragraph 8.g.iv);
3. Mobile work as defined above (including site audits, site inspections, investigations, and property management); or
4. Extended work (work done outside of regular, paid hours of duty).

L. "Unscheduled Telework" - a means for Agency employees to continue work operations and maintain productivity during emergency or other unforeseen situations, e.g., inclement weather. Unscheduled telework allows eligible employees to telework without previous supervisory approval in response to specific announcements by OPM or other local government deciding/authorizing officials regarding emergency or other unforeseen situations. Employees utilizing unscheduled telework are required to notify their supervisor or designee within the locally- prescribed amount of time.

1. Employees not eligible for telework or who do not have work, resources, or an appropriate environment to telework in the event of an announcement of Unscheduled Telework, and who choose not to commute to the Agency worksite, may choose to cover the period of time specified in the Unscheduled Telework announcement by:
  - a. Using available appropriate leave;
  - b. Using earned compensatory time off;
  - c. Using credit hours (if permitted);
  - d. Using Leave Without Pay (LWOP); or
  - e. Subject to supervisory approval, rescheduling their alternative work schedule (AWS) day off.

M. "Virtual Worker" - a full- time teleworker whose official worksite (duty station) is an alternative worksite. The alternative worksite may be inside or outside the local commuting area of the Agency worksite and include such places as the employee's residence.

N. Employees in a telework status are to be treated the same as all other employees for Fair Labor Standards Act and all other overtime purposes.

O. "Telework Agreement" - a documented agreement completed collaboratively by an employee and their supervisor or designee. The Agreement details the specific terms, conditions, responsibilities and technical requirements of the employee and supervisor. The Agreement is also used to assess information technology and telecommunications needs and capabilities.

#### E. **Eligibility**

- A. All bargaining unit employees are eligible for telework, with the exceptions outlined in paragraph (b).
- B. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified as ineligible for telework as follows:
  - 1. An employee in a position that requires, on a daily, every work day, basis:
    - a. Direct handling of secure materials determined to be inappropriate for telework by the Administrator of General Services or designee. Secure materials are those materials (a) for which there exists a written policy (at the Government, Agency or organizational level) restricting the use/access outside of a specific government installation or area within a government installation, (b) for which appropriate mitigating IT security measures do not exist. Secure materials may include PII.
- C. In emergency or other unforeseen situations, an employee in such a position may be required to telework to the extent possible without accessing secure materials. This may include other duties as assigned including, but not limited to self-paced and/or on-line training.
  - 1. On-site work effort activity that cannot be handled remotely or at an alternative worksite.
  - 2. In certain specific situations based on the criteria below, as set forth in The Telework Enhancement Act of 2010, positions or employees may be identified ineligible for telework under any circumstance for conduct resulting in the employee being officially disciplined with a warning, reprimand, suspension or removal, for:
    - a. Being absent without leave (AWOL) for more than five (5) days in any calendar year; or
    - b. Violations of subpart G of the Standard 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.
  - 3. Employees disciplined for conduct identified in 7.b.ii above are ineligible for telework under any circumstances, including emergency situations including COOP activation. In such cases the employee must be provided with alternative officing in an Agency location or offered administrative leave until such time as official alternative officing in an Agency or other federal location is available.
  - 4. An employee may be considered ineligible for telework in the event telework can be demonstrated to have resulted in diminished individual or organizational performance. In such situations, the supervisor and employee must prepare a plan for performance improvement with a goal of returning the employee to telework eligibility.

- D. All GSA job announcements will indicate whether the position is eligible for telework, based on the criteria in paragraph 7.b.i above.
  - E. All employees regardless of their tenure or designation (e.g. intern or detail) are eligible to telework pursuant to the criteria in paragraphs 7.a and 7.b above.
  - F. The limitations on eligibility even in emergency or other unforeseen situations set forth in paragraph 7.b.ii above are not intended to constitute an exhaustive listing of all of the possible reasons for limiting or restricting telework.
- F. Terms of telework participation**
- A. Telework is voluntary except in certain emergency situations.
    - 1. Based on the eligibility criteria in paragraph 7, employees may choose to telework or decline to telework.
    - 2. The appropriateness of telework and amount of telework is a joint decision between the supervisor and the employee.
    - 3. Employees may not be required to telework, except in response to emergency situations as defined in paragraph 6, and subject to statutory exceptions.
    - 4. The requirement to telework in response to emergency situations must be reflected in the employee's Telework Agreement.
  - B. All bargaining unit employees are required to complete a Telework Agreement.
    - 1. Employees who decline to telework will complete a Telework Agreement and may be required to telework in an emergency situation as defined in paragraph 6.
    - 2. Employees whose positions are determined to be ineligible to telework based on criteria set forth in paragraph 7.b.i. will complete a Telework Agreement and may be required to telework in emergency situations.
    - 3. Employees determined to be ineligible to telework based on the criteria set forth in paragraph 7.b.ii will complete a Telework Agreement indicating that they are ineligible to telework, and will not be required to telework in emergency situations.
  - C. Subject to space and availability at the Agency worksite, employees utilizing an assigned workspace for two or fewer days per week may be required to participate in alternative officing as defined in paragraph 6. Employees utilizing an assigned workspace for more than two days per week may volunteer for alternative officing.
  - D. Supervisors and teleworkers will ensure that telework does not place a hardship or extra workload on other employees.
  - E. Supervisors will be responsible and accountable, pursuant to The Telework Enhancement Act of 2010 and this Agreement, for treating all employees, whether teleworking or not, the same (refraining from treating employees differently based on their decision to participate in telework or not) for purposes of all decisions involving managerial discretion, including but not limited to:

1. Distribution of assignments among all employees in the work unit, whether working at the Agency worksite or at alternative worksites.
2. Use of appropriate work tracking and communication tools, provided they are required of all employees in the work unit, regardless of whether they telework. Supervisors may not impose specific reporting requirements or other unique requirements on teleworkers.
3. Performance management. Good performance management practices, including appropriate formal and informal feedback, are essential for all employees to work effectively. As outlined in GSA's performance appraisal system policy for all bargaining unit employees, performance standards are to be based on results and describe the quantity, quality and timeliness of expected work products and the method of evaluation. All bargaining unit employees (teleworkers and non-teleworkers) must complete work satisfactorily and in accordance with performance standards and guidelines in their performance plan.
4. Treatment of teleworkers and non-teleworkers for purposes of other issues involving managerial discretion, including training, reassignment, promotions, reduction in grade, retention and removal of employees.

F. Employee responsibilities include:

While teleworking, employees are in an official duty status. Failure to adhere to applicable policy may result in, among other things, the imposition of specific limitations on telework, the termination of a Telework Agreement, and/or other penalties as outlined in the Agency's discipline policy

1. Union representatives who telework while performing union activities (during which they are not in an official GSA duty status) are responsible for adhering to applicable policies and the Telework MOU (November 16, 2010, see Appendix F) consistent with their performance of Union activities at the Agency or alternative worksite.
2. It is the employee's responsibility to ensure that the alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged. Supervisors retain the authority to overrule an employee's selection of a particular alternative worksite location if in the supervisor's opinion that location is not a business appropriate location and/or fails to provide a working environment compliant with the conditions outlined in this Policy.
3. As outlined in paragraph 15.f, employees are expected to procure and provide internet service appropriate to the work effort at their own expense. An exception to this rule can be found in Section 13F.I.
4. Employees are responsible for meeting organizational and work team requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration.

5. Employees are responsible for maintaining flexibility and responsiveness to the needs of the supervisor, employing organization and work team. As with all work, employees are accountable for required individual contributions to the efforts of their work team, and must communicate and collaborate as appropriate with team members, ensuring that telework supports the work of the team and does not result in diminished individual, group/team or organizational performance.
  6. Employees may be required to report to the Agency worksite, or other required location, pursuant to legitimate Agency needs, for all or part of the workday during which they would otherwise telework. Cases of cancelled or interrupted plans to telework require appropriate advance notice to the employee, as outlined in the Telework Agreement. Such cases do not (a) constitute a termination of the telework arrangement or (b) entitle the employee to a “replacement” or “in lieu of” telework day.
  7. Employees are responsible for documenting their telework in accordance with established processes, including Agency-determined codes and tracking/reporting processes, e.g., completion and submission of time sheets or entering telework codes in GSA’s electronic time and attendance system.
  8. Telework is work time (hours of duty) and is not to be used for any purposes other than official duties. There is no prohibition against the presence of dependents, home service or maintenance providers, or others, at the alternative worksite during work hours.
  9. HR rules are unchanged by telework. The governing rules, regulations, and policies concerning time and attendance, leave, compensatory time, and overtime remain in effect, regardless of whether the employee works at the Agency worksite or alternative worksite.
  10. Management is responsible and accountable for supervising work in accordance with the FLSA. All employees (teleworking or not) are required to follow established office practices, Agency policies and law for requesting and obtaining approval of leave, overtime, or any change to the work schedule.
  11. Commuting time from home to work and from work to home is not hours of work and is not compensable, except:
    - a. A FLSA non-exempt employee may be compensated for commuting time if he or she is officially directed to perform work while commuting (e.g., productive work of a significant nature that is an integral and indispensable part of the employee's principal activities);
    - b. A FLSA-exempt employee’s commuting time may be hours of work if he or she is officially directed to perform work while commuting.
- G. Alternative Work Schedules (AWS). Employees may work approved AWS as set forth in this Agreement in combination with telework without restriction to either arrangement (telework/AWS) if consistent with organizational and work team needs.
- H. Telework in Emergency Situations. Agency or building closures to the public, delayed arrivals or early dismissals due to emergency or other unforeseen situations as defined

in paragraph 6 do not normally affect the employee's ability to work at an alternative worksite. Teleworkers will continue to work during these situations and will not be granted administrative leave. However, if conditions at the Agency impact the ability to work at alternative worksites (e.g., the servers are shut down), employees working at alternative worksites will be treated in the same manner as those at the Agency worksite. If these conditions limit the employee's ability to perform their duties, supervisors will grant requests for unscheduled annual leave and will consider requests for administrative leave consistent with employees not in a telework status.

Teleworkers may be granted administrative leave in the following emergency situations (1) early dismissal, late arrivals or closure situations in which both the Agency worksite and the alternative worksite are inaccessible/unavailable, or (2) situations in which the teleworker's duties are such that he or she cannot continue to work without contact with the Agency worksite.

- I. Use of Unscheduled Telework. Eligible employees may use unscheduled telework (as defined in paragraph 6) when an official announcement is made (by OPM, the local Federal Executive Board (FEB), RA, or other authorized official) of an operating status allowing Unscheduled Telework. Operating status announcements allowing unscheduled telework are:
  1. Open with option for unscheduled leave or unscheduled telework;
  2. Open with (as specified) hour delayed arrival with option for unscheduled leave or unscheduled telework;
  3. Federal Offices are closed to the public.

When one of these operating status announcements is made, telework- eligible employees may choose:

1. To telework (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii);
2. To commute to the Agency worksite within the parameters of the official announcement (announcements shown at 8.j.i and 8.j.ii);
3. To request appropriate leave, earned compensatory time off, credit hours (if permitted), LWOP, or subject to supervisory approval, reschedule their AWS day off (announcements shown at 8.j.i, 8.j.ii, or 8.j.iii).

J. **Telework Agreement**

- a. Telework Agreements remain in effect indefinitely, but may be modified in accordance with an employee's request to telework, changes in position eligibility or employee eligibility, or to address the impact of telework on individual or organizational performance.
- b. The Telework Agreement is signed by the employee, the employee's supervisor and approved by the HSSO, RA, RC, IT manager, or designee. This authority may be delegated at the discretion of individual HSSOs, RAs or RCs, pursuant to paragraph 5.

K. **Telework Management Panels**

The Telework Management Panels established under the Policy, do not apply to employees in the AFGE bargaining unit. Any disputes concerning telework issues will

be discussed at the quarterly AFGE Labor-Management meetings or through the negotiated grievance procedure.

**L. Continuity of Operations Plan (COOP) and Business Continuity Plan**

Activated COOP involvement supersedes the telework program in this Agreement

**M. Safety**

- a. The Agency encourages a proactive approach by teleworkers to ensure safe alternative worksites as well as safe work habits.
- b. While in the act of performing official duties at an alternative worksite, teleworkers may be covered by the Military Personnel and Civilian Employees Claims Act of 1964, Federal Tort Claims Act, or the Federal Employees' Compensation Act (FECA) for injuries suffered by teleworkers.

**N. Telework training** GSA telework training, as required by The Telework Enhancement Act of 2010 and specified by the Agency Telework Managing Official (TMO), is required for all employees. Employees are required to complete GSA telework training as part of the Telework Agreement development and approval process and to undertake such refresher or modified training as may be specified by the TMO.

O. The default format for all internal Agency meetings (whether local or long distance) will include the option of virtual attendance when practicable. If virtual attendance is not practicable, employees may be required to report to the worksite .

**P. Information Technology (IT)**

- a. The Agency will provide and support one computer per employee. No additional computer will be provided for telework.
- b. Agency employees are responsible and accountable for reading, understanding, and complying with the IT Security Home User's Guide . (See paragraph 15.h).
- c. Employees have a continuing responsibility to safeguard government property and are responsible for the care, security and effective utilization of the government property, including computers and related equipment, they use to perform official duties. Employees may be financially liable for the property if it is stolen, damaged, lost or destroyed as a result of negligence, improper use or other willful actions.

- 1. Office of the Chief Information Officer (OCIO) Local Support will not provide equipment installation outside an Agency worksite. Teleworkers will be provided with installation instructions and all required software will be installed at an Agency worksite (or by remote control) by OCIO Local Support. Teleworkers will be expected to plug in cables, add paper and ink/toner and perform basic user maintenance on their own at the alternative worksite. If additional maintenance or repair is required, the teleworker may be required to:

- 1. Bring the GSA-provided equipment to an Agency worksite, or

2. Ship the product as directed by the GSA service desk, to a location where an IT technician can provide complete support of the device.
2. Employees who telework are expected to provide their own printers or other peripherals, if required to successfully telework. Services/Staff Offices retain the option, on a case-by-case basis, to pay for an employee's printer or other peripheral, depending on job requirement, business need, and funding availability, particularly for those employees who are full time teleworkers or whose Agency worksite is not in a GSA facility. Services/Staff Offices will be expected to fund any peripherals they desire for their teleworkers out of business line funds, as funding for these non-standard devices is outside of the S/SO OCIO MOU funding model.
3. Issuance of equipment such as cellular phones, smart phones (e.g., BlackBerry), or other mobile devices is based on job requirements. Employees whose jobs require such equipment must request it through a Service Catalog request for approval by his/her supervisor
4. Teleworkers may use non-Agency provided computers and peripherals (printers, etc). Teleworkers using non-Agency provided equipment are responsible for its service and maintenance. The IT Service Desk will provide only basic connectivity support, and will not troubleshoot or repair non-Agency provided equipment. Teleworkers should also be aware that access to IT resources, applications, networks, etc., may be limited for those working from non-Agency provided equipment, thereby limiting the effectiveness of their telework experience.
5. Teleworkers using non-Agency provided computers must:
  1. Enable an up-to-date commercially available firewall;
  2. Have installed an up-to-date version of a commercially- available virus scan product; and
  3. Maintain current security (patch) levels for the computer's operating system and any application software prior to connecting to the Agency network.
6. Teleworkers may request that printer driver software be installed on their Agency-issued laptop via a Service Desk ticket, to enable them to use non-GSA provided printers while teleworking. The Agency will not issue toner/ink or paper for employees using non-Agency provided printers.
7. GSA's OCIO retains ownership and control of all Agency-provided IT hardware, software and peripherals and is responsible for maintaining, providing support for and repairing the equipment regardless of whether it is used in an Agency worksite or at an alternative worksite. IT support for Agency-provided equipment is provided by Agency IT employees or authorized contractors.



8. When an IT issue cannot be resolved remotely, employees working at alternative worksites may be directed to bring their Agency-provided devices to the nearest Agency worksite, or to ship the product, as directed by the GSA service desk, where local support and/or replacement parts can be dispatched. The Agency will not provide on-site IT support at alternative worksites.
9. Support for teleworkers using telework centers or similar facilities is dependent on whether the teleworker is using telework center supplied computers or using a GSA-provided computer and just plugging into a network jack at the telework center. Teleworkers using telework center supplied computers must obtain support from the Telework Center and not from the national IT Service Desk. Teleworkers using their Agency-provided laptop and simply plugging into a network jack at the telework center should contact the GSA IT Service Desk for support.
10. Teleworkers whose positions require access to Agency electronic files or business applications are expected to personally provide internet service. Services/Staff Offices retain the option, on a case-by-case basis, to pay for employee's internet service, depending on job requirement, business case and funding availability, particularly for those employees who are full time teleworkers or whose official duty station is not in an Agency worksite. To enable maximum productivity, a 'persistent' broadband internet connection such as cable, DSL or Verizon FiOS is required for all teleworkers. Dial up, and tethering, e.g., BlackBerry, is not acceptable as a regular telework communications solution.
11. If high-speed internet service is not available, and lack of remote access would adversely impact an employee's productivity, alternative options, including the use of telework centers, should be explored with the local IT manager and management, as appropriate.
12. Regular Agency IT security requirements apply to telework. (See paragraph 15(h)). Teleworkers are responsible for reading, understanding and complying with these requirements, regardless of where this equipment is used, including alternative worksites. These policies are available on the Agency internal website.
13. Any Agency-provided IT device or electronic media discovered lost or stolen must be immediately reported to the appropriate Information System Security Officer (ISSO) or the employee's OCIO IT Manager, as stipulated in the current IT Security Incident Handling Guide. If the incident occurs outside of business hours, initial notification should be to the IT Service Desk. This is vital, both to ensure that appropriate Agency personnel are aware of the potential data breach, as well as to attempt to recover the lost or stolen GSA IT asset.
14. Employees who access any Agency data through wireless local area networks, either at an alternative worksite or at a contractor facility, must comply with current Agency security policy.

15. Employees accessing the Agency network through an Agency Virtual Private Network (VPN) connection must allow a full Agency security scan of the accessing computer that checks for the presence of a running, installed firewall, up-to-date virus protection software and up-to-date security patches. This Agency security scan is a process that will run every time a VPN enabled computer connects to the Agency network. The Agency security scan will verify that no malicious software (e.g., trojans, worms, malware, spyware, etc.) is present on the computer. Computers (Agency, and non- Agency -provided) that fail this scan will not be allowed access to the Agency network.
16. Only employees and authorized contractors are allowed to use GSA-provided computers, an Agency VPN connection, or an Agency -provided internet connection. Employees may not, under any circumstances, allow any unauthorized personnel (including family members or friends) to use an Agency -provided computer, or to connect to the Agency network via any means.
17. All remote access connections into the Agency network will automatically terminate within 30 minutes of "inactivity". Inactivity is defined as no mouse movement or clicks or keyboard keys pressed within a set period. When an employee is logged onto the Agency network via VPN or Citrix and will not be working on the computer for a period of time to exceed 30 minutes, the employee should log off of all applications to ensure that unsaved data is not lost.

**Q. Reporting Requirements**

- a. The Agency will establish reporting requirements in accordance with OPM and Agency-determined data collection elements and metrics.
- b. Employees and supervisors will monitor, track and report telework as required by the Agency in support of this policy.

**Article 26  
Leave**

**Section 1. General**

Employees may charge annual and sick leave usage in increments of 6 minutes.

**Section 2. Annual Leave**

- A. It is agreed that the use of accrued annual leave is a right rather than a privilege, subject to Management's approval.
- B. Consistent with the needs of the employee and the Agency, annual leave requested in advance will be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be cancelled. The supervisor canceling approved annual leave will make every effort to reschedule the leave at times desired by the employee.

- C. Consistent with the needs of the employee and the Agency, Management will approve annual leave requests for up to 30 consecutive days.
- D. Employees may submit requests for projected annual leave for increments of 32 hours or more by the end of January, each year of this contract, for the remainder of the leave year. By the end of February of each year, the Agency shall prepare a written annual leave schedule showing all approved annual leave as requested under this section. The official copy shall be kept on file.
- E.
  - 1. Conflicts between annual leave requests for vacations which are submitted in accordance with Section 2 D, if not resolved informally, will be resolved in favor of the requester with the most seniority by Service Computation Date (SCD). If both persons have the same SCD, then the one with the most accrued leave will get the requested leave.
  - 2. Other conflicts between annual leave requests, when the requests are submitted at the same time, will be resolved in favor of the requester with the most "use or lose" leave.
- F. Accrued annual leave may be granted as of the first day of employment to those employees whose appointments are for 90 calendar days or longer.
- G. Management may grant advanced annual leave upon request of an employee under the following circumstances:
  - 1. The employee must be able to repay the advanced leave (out of future earned leave) within a reasonable period of time and not later than by the end of the year.
  - 2. At the time of approval, it is anticipated that the employee will remain with GSA until the advance is repaid.
  - 3. Advanced annual leave will not exceed the number of hours in the employee's biweekly tour of duty.
  - 4. Unless prevented by workload requirements or work exigencies, and in order to accommodate the possibility of leave scheduling conflicts during a calendar year. Management will normally grant requests for advanced annual leave, under the conditions in 1, 2, and 3 above.
- H. Requests for advanced annual leave exceeding the amount allowed under G3 above may be granted to accommodate an employee who is confronted with an emergency or other exceptional circumstance.
- I. Consistent with the needs of the employee and the Agency, Management will give favorable consideration to requests for annual leave on the day following a holiday (e.g., Thanksgiving).

### **Section 3. Administrative Absences**

- A. When the appropriate authority has determined that there is a need for early dismissal of Federal employees, employees who are in an actual duty status and not in a telework status shall be excused without charge to annual leave. For treatment of employees in a telework status in such situations, refer to Article 26, Section 9. An employee is considered to be in an actual duty status if the employee is:
  - 1. Actually on duty at the time of dismissal,

2. Excused from duty at the time of dismissal with an expected return to duty before the close of the business day, or
  3. On duty and departed on annual leave after official word was received but before the time set for dismissal.
- B. When hazardous or other extraordinary circumstances develop during non-work hours and an appropriate authority has determined that Federal employees should not report to the official duty station, employees can be given the option of: 1) excused absence at the discretion of the Agency, 2) telework, 3) liberal leave or 4) reporting to an alternate site.
- C. Subsections A and B of this section shall not apply to employees who are required to report for duty on any occasion when other employees are excused or are dismissed from work because of hazardous weather conditions, in accordance with current Management regulations and orders, or if the employees are needed for essential operations.
- D. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances which disrupt public or private transportation may complicate the arrival of employees at their post of duty. During hazardous weather conditions when there is no closure or when there are major disruptions in public transportation which prevents the unit employee from reporting to work on time, the employee will contact the appropriate leave-approving official as soon as possible but not later than two (2) hours after his/her scheduled reporting time. Supervisors may excuse tardiness on a case-by-case basis.
- E. An employee who has been properly charged annual leave or leave without pay may request that the leave charge be rescinded. The decision will be made depending on individual circumstances and will be based upon whether the employee made a reasonable effort to get to work. Determining factors in this decision include:
- Distance between the employee's residence and place of work;
  - Mode of transportation normally used;
  - Efforts by the employee to get to work; and
  - Success other employees similarly situated had in being able to report to work.

#### **Section 4. Sick Leave**

- A. Employees shall accrue sick leave in accordance with applicable statutes and regulations.
- B. Subject to current law and regulations, an employee seriously injured or ill may draw on his/her anticipated future sick leave accruals if the disability surpasses his/her current accumulation. 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.
- C. The provisions of this section apply to employees who must absent themselves from work because of:
1. Physical or mental incapacitation which prohibits the performance of his/her official duties,
  2. Exposure to a contagious disease that would endanger the health of co-workers,
  3. Presence of a contagious disease in an employee's immediate family that requires his/her personal care,
  4. Dental, optical, or medical examination or treatment,

5. Temporary incapacitation, prescribed rest period, and physical examination due to pregnancy, or
  6. Other purposes covered by sick leave or FMLA regulations.
- D. An employee is entitled to use sick leave for absences from duty meeting the criteria in subsection C of this Section. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official within two (2) hours after his/her scheduled reporting time, except in the event of an emergency. When the employee is aware that the absence will extend for more than one day, he/she may advise the leave-approving official at the time of contact and request sick leave for more than one day. If the employee does not anticipate such additional absence and does not receive approval in advance, he/she must contact the leave-approving official within two (2) hours after his/her scheduled reporting time on each day of such additional absence. If the leave-approving official is not available during the two (2) hour time frame or the employee is unable to contact the leave-approving official, then Section 7 (Unauthorized Absences) of this Article will apply.
- E. If Management possesses sufficient facts to reasonably believe that an employee is abusing sick leave, Management can require medical certificates for the disputed period and for subsequent sick leave requests. Management may also require medical certification for absences of four (4) or more consecutive workdays. Supervisors should be aware of the fact that requiring medical certification for absences of four (4) or more days may result in employees incurring costs to see a doctor.
- F. If an employee has been placed on official leave use restriction, leave use restriction letters will be for no more than three (3) consecutive months. The supervisor will document the employee's use of leave during the leave restriction period. If the information shows that there has been no abuse of sick leave usage for the restricted period, the supervisor will remove the restriction. If the employee's behavior has not changed the supervisor may extend the restriction for three (3) more months or take other appropriate action.
- G. The Parties agree that they will actively encourage employees to use sick leave in a responsible manner by avoiding unnecessary unplanned absences which may result in increased costs and loss of productivity.
- H. Except in unusual circumstances, for example misrepresentation or fraud, leave that has been approved should not be used as the sole basis for disciplinary action against an employee.

#### **Section 5. Leave Including FMLA for Maternity/Paternity Reasons**

- A. A female employee unable to work because of pregnancy, childbirth, or newborn care will be entitled to approved absence from duty on sick leave for the period she is incapacitated for duty and additional approved absence from duty on annual leave or leave without pay for a reasonable period of time.
- B. A male employee requesting absence from duty for paternity reasons will be granted up to the maximum amount needed and allowed by law unless a serious workload problem would result from his absence.

#### **Section 6. Approved Absences**

- A. Blood Donations: Employees who donate blood during duty time will be excused for the purpose of donating the blood.
- B. Conferences, Conventions, and Professional Meetings: Employees may be excused without charge to leave to attend conferences, conventions, or professional meetings if the subject matter is related to the general scope of the functions they are performing and benefit is expected to be derived by GSA.
- C. Official Time for Union Representative Attendance at AFGE National Conventions.
  - 1. The Parties acknowledge that AFGE National Conventions primarily involve internal union business and that, other than to the extent specifically agreed here, official time is not appropriate for the attendance of Union representatives at the conventions. Union representatives may be granted annual leave to attend the conventions in accordance with Article 26, Section 2.
  - 2. Within thirty (30) days after the convention has ended, the National Council President will provide to the Labor Relations Director written documentation describing workshops and/or training sessions which constitute Union-sponsored training in accordance with Article 6, Section 7 of the National Agreement, and the names of those Union representatives who attended the workshops or training sessions. The Director will notify the respective Regional Labor Relations Officers (RLROs) of the official time authorized for the Union representatives, and the RLROs will notify the supervisors of the Union representatives in order to ensure that the official time is granted retroactively.
  - 3. Official time for travel to and from the conventions is not authorized.

## **Section 7. Unauthorized Absence**

An employee who fails to report for duty and has not received supervisory approval for leave will be carried on Absence Without Leave (AWOL) status for timekeeping purposes. AWOL in and of itself will not be considered a disciplinary action, but could lead to disciplinary action being taken. An employee has a right to submit information to his/her supervisor related to a charge of AWOL. The supervisor will determine whether there is reasonable cause based on the information submitted to approve retroactively the request for leave.

## **Section 8. Leave Without Pay (LWOP)**

- A. LWOP is a temporary non-pay status and absence from duty, which must be requested by the employee.
- B. Approval of LWOP is a matter of Management discretion, and approval will be based on consideration of the benefit which will result to the Government. LWOP should not be approved unless there is a reasonable expectation that the employee will return to duty at the end of the approved period.
- C. Requests for extended LWOP for ten (10) or more workdays must be accompanied by a written reason from the employee.
- D. The Agency agrees to approve LWOP for any employee elected to a paid position as an officer of AFGE Council 236 or as a National Officer of the AFGE Union for the purpose of serving full time in the elected position. LWOP will be for a period concurrent with the term

of office of the elected official and will be automatically renewed by the Agency upon notification in writing from the elected official that he/she has been reelected and wishes to continue in a leave without pay status. Upon return to duty, the employee will be restored to a job of like grade and pay for which he or she qualifies.

### **Section 9. Continuous Duty Employees**

When a continuous duty employee or an employee whose position requires continuous coverage is unable to report to work because of sickness or an emergency, he/she must notify the appropriate official as designated by Management at least one (1) hour in advance of his/her scheduled reporting time.

### **Section 10. Voluntary Leave Transfer Program**

The Voluntary Leave Transfer Program will be administered in a fair and equitable manner, in accordance with the Time and Leave Administration Handbook as follows:

- A. The program is intended to be used for medical conditions in which the employee faces serious economic consequences because of LWOP.
- B. To be eligible to be a recipient, an employee must be expected to take at least twenty-four (24) hours of leave without pay because of a medical emergency. This LWOP does not have to be continuous. This unpaid leave minimum is the only factor considered in determining whether the applicant's medical emergency is likely to result in a substantial loss of income.
- C. Medical emergencies of an approved recipient must meet minimum criteria established in the Agency and OPM regulations.
- D. Employees must voluntarily apply or have an authorized representative apply in writing to the appropriate Servicing Human Resources Office through the potential recipient's supervisor, who will provide the potential leave recipient with the application form listed in the Time and Leave Administration Handbook.
- E. The potential recipient's immediate supervisor will provide the necessary information required on the employee's application form and forward it to the Servicing Human Resources Office within three (3) work days of receipt.
- F. Based on the application, any required documentation, and OPM policy, the Servicing Human Resources Office must:
  - 1. Note the date the recipient application was received in the Servicing Human Resources Office;
  - 2. Review the information on the application and certify that the applicant meets minimum OPM requirements established under applicable regulation and this Agreement; and if these minimum requirements are met, forward the certified application to the deciding official within three (3) work days of receipt of application for approval.
- G. If the Servicing Human Resources Office finds that the applicant, according to the information on the application, does not meet minimum requirements of OPM or GSA regulations, it must return the uncertified application to the applicant within five (5) work days with a statement of the reasons why the requirements have not been met and what, if anything, may be done to meet them before re-application.

- H. Medical emergencies are approved or denied by the deciding official based on their merits, upon review of the recipient's application, employee records and medical certification(s).
- I. If the recipient's application is disapproved, the Servicing Human Resources Office will notify the applicant in writing of the disapproval within ten (10) work days of receipt and any reasons for disapproval.
- J. If the recipient's application is approved, the Servicing Human Resources Office will notify the applicant of the approval within ten (10) work days of receipt and inform the recipient that approved donors may transfer annual leave to the recipient's leave account.
- K. Upon approval of a recipient's application, the Servicing Human Resources Office will advertise the applicant's situation through appropriate means in order to generate donations to the recipient's leave account.

## **Article 27**

### **Travel**

#### **Section 1. Travel Compensation**

Management shall, to the maximum extent practicable, schedule administratively controllable travel to occur within each employee's standard daily and weekly working hours. Travel required by events that cannot be scheduled or controlled administratively shall be hours of employment for pay purposes in accordance with 5 USC 5542(b)2B. Travel not otherwise compensable will follow the GSA Order Compensatory Time Off for Travel.

#### **Section 2. Payment for Travel Expenses**

Employees who perform official travel for the Agency shall be reimbursed for all authorized expenses at the maximum standard rate allowed by law and government-wide regulations.

#### **Section 3. Continuation of Travel Status**

In the event an employee on official travel is unable to arrive at the assigned destination, home or worksite, during regular duty hours due to unsafe traveling conditions or other unforeseen circumstances beyond the control of the employee, the employee will be authorized to continue in travel status until arrival at the destination.

#### **Section 4. Travel Advances**

- A. The Agency has determined that employees will apply for the government-issued travel charge card and, in most cases, employees will receive a charge card through GSA's issuing bank in accordance with GSA policy.
- B. The Agency has determined that if the issuing bank does not issue a charge card to a GSA employee, then the employee may receive a travel advance in accordance with GSA policy.
- C. Travel advances requested on a timely basis shall be made available prior to the dates of departure. Employees shall be entitled to travel advances in accordance with the policy established in the CFO Internal Travel Handbook.



- D. To obtain a travel advance, employees and non-employees must complete all applicable GSA Forms and comply with the GSA Travel Policy and applicable regulations.
- E. The Parties agree that the Memorandum of Understanding, "Travel Advances for Employees who do not have a Government Issued Travel Charge Card," dated April 26, 2010, concerning retired Union Officer travel advances, provides an exception to GSA Travel Policy on Travel Advances and shall be applied under this Agreement.

### **Section 5. Rotation**

The Agency will consider requests from employees who have worked in any continuous travel job for three (3) years, to rotate for one (1) year to a position not requiring travel.

### **Section 6. Government-Issued Travel Charge Cards**

- A. Bargaining unit employees will use the Government-issued travel charge card for the purpose of traveling on official Government business, except for those exemptions in the Federal Travel Regulations.
  - 1. The Parties agree that the implementation of the Government Travel Charge Card Program mandated by changes in OMB-Circular A-123, Appendix B will be implemented in accordance with GSA policy, and Memorandum of Understanding dated March 15, 2007 about Implementation of the Government Travel Charge Card Program and subsequent changes.
  - 2. In accepting the Government-issued travel charge card, the employee is agreeing to be bound by the terms and conditions of the Government travel charge card contract.
- B. When a bargaining unit employee uses a Government-issued travel charge card, the following procedures will apply:
  - 1. The employee will use the charge card for lodging expenses and other expenses related to the official travel.
  - 2. The use of the Government-issued travel charge card is limited to expenses incurred in connection with officially authorized Government travel.
  - 3. The employee will submit travel vouchers within five (5) workdays after completion of the trip. When approved, the voucher is submitted for payment processing.
- C. When preparing an electronic travel voucher through GSA travel, employees are encouraged to designate the amount of the reimbursement, or a portion of that amount, to be paid directly to the travel charge card contractor. After the traveler has designated the amount of the reimbursement to be paid directly to the contractor, the GSA travel system will send the employee an e-mail message confirming the date and the amount of the reimbursement paid to the employee. It is the intention of the Parties that utilization of this procedure will help employees avoid delinquencies in the payment of the amount owed on their government travel charge cards, and will help to reduce the incidence of disciplinary action against employees for travel charge card delinquency.

### **Section 7. Use of Privately Owned Vehicles/Government Vehicles**

Employees shall not be required to use privately owned vehicles (POV) for Government business. Whenever available and appropriate, employees may use Government vehicles for official business.

## **Section 8. Travel for Labor Relations**

- A. The Agency shall be responsible for payment of travel and per diem expenses for the National Council President for up to nine (9) trips over the life of the Agreement (three (3) years), with no more than five (5) trips in any one year, to attend arbitrations, unfair labor practice hearings, and matters brought before the Federal Service Impasses Panel. The National Council President will submit a request along with the hearing notice for approval to the Director of Labor Relations. The National Council President will travel on invitational travel orders.
- B. The Union shall be responsible for all travel and per diem expenses incurred by its representative, except for those identified in 8.A. above, in the performance of the following representational functions:
  - 1. Time spent at FSIP for term or mid-term negotiations;
  - 2. Attending Union sponsored Labor Relations Training;
  - 3. Attending FLRA proceedings;
  - 4. Representing a unit employee in a statutory appeals procedure; and
  - 5. Representing unit employees in grievance/arbitration proceedings.

## **Article 28 Parking and Transportation**

### **Section 1. Policy**

- A. The Parties agree that parking facilities at GSA controlled property will be operated in accordance with law and government-wide regulations.
- B. The Employer will not pay or incur any outside expense for parking space for Union Officials. However, if parking space is available and provided free of charge to any GSA employee at the National Council Officer's (Regional Vice Presidents and top three National Officers) regular duty location, the Employer will provide one (1) parking space at that location at no cost to the National Council Officer. If the National Council Officer is re-designated and/or relocated to a different duty location, the parking space previously assigned to her/him will be relinquished by the Union. In accordance with the above, the Employer will provide one (1) parking space at the new duty location free of charge if any GSA employees at this new duty location are provided parking free of charge for the newly designated National Council Officer.
- C. Upon advance request, parking stickers or spaces will be provided for Union Officials who are visiting a GSA controlled worksite for the purpose of carrying out official representational duties, if no cost visitor parking space is available.

### **Section 2. Violations**

An employee who has been issued a citation for moving or parking violation on GSA controlled property will have his/her record cleared when appropriate authority has either dismissed the citation or the employee has been found not guilty of the violation.

### **Section 3. Shuttle Service**

Bargaining unit employees may utilize available shuttle service in the conduct of official business.

### **Section 4. Transit Fare Subsidy Program**

Employees may receive transit fare subsidies in accordance with GSA Fare Subsidy Program Order. Any changes in the current program, including changes in the amount of the subsidy, are subject to bargaining by the Parties at the National level.

### **Section 5. Transportation Benefits**

In accordance with the Transportation Equity Act for the 21<sup>st</sup> Century, GSA will provide qualified transportation fringe benefits instead of compensation. This fringe benefit is provided to qualified commuters, at no cost, by giving a monthly pre-tax payroll deduction to support and encourage the use of mass transportation systems. The monthly transportation fringe benefit deduction may not exceed an employee's average monthly commuting cost, using mass transit or an eligible van pool, based on a 20-workday month.

## **Article 29 Contracting Out or OMB Circular A-76 Competitions**

### **Section 1. Definitions**

- A. "A-76 Competitions" - A-76 competitions evaluate the costs of performing an activity with government employees versus contract employees to determine the most efficient way of performing the activity. The results of an A-76 competition may, or may not, result in the contracting out of bargaining unit positions.
1. The Agency's inventory of commercial activities will be available on GSA's internal website as it is approved by OMB.
  2. The Union will be notified by the Agency prior to public announcement when any competition pursuant to OMB Circular A-76 is initiated which concerns work performed by bargaining unit employees.
  3. When any competition begins, a meeting will be held between the Agency and the local Union representatives to discuss ways in which the organization can contain costs. Such discussions will include, but are not limited to, the abolishment of vacant positions, changes in work schedules, and modifications in the operation under study that would lead to cost reductions.
  4. The Agency will also discuss the scope of work with the Union for the purpose of ensuring that all work functions are included.
  5. The Agency will notify the Union of scheduled Pre-Bid Conference and Bid Opening.
  6. If the Bid Opening is national or regional in scope, the Union will provide a national or regional representative as appropriate.
  7. If the Bid Opening is held within the commuting area of the affected work site, a Union representative will attend. Copies of all supporting documentation to the in-house bid

will be made available at bid opening to a Union representative that has signed a Nondisclosure Statement.

8. If the bid opening is not held within the commuting area of the work site and a Union representative does not attend, the supporting documentation will be sent to the Union representative "return receipt requested," provided a Nondisclosure Statement has been executed.
9. A directly-interested party may contest specific actions taken in connection with a standard competition as provided in OMB Circular A-76.

- B. "Contracting Out"- Contracting out is Management's determination to perform new or existing activities with contract employees.

The Agency agrees to inform the Union when a decision has been made to study the possibility of contracting out of bargaining unit work under authorities other than OMB Circular A-76. The Agency will keep the Union apprised of developments of such a contracting out study.

## **Section 2. Notification**

- A. The Agency will provide a monthly report to the National Council President listing new contractors issued security badges, including the type of work and region to which they are assigned. The Union reserves the right to request additional or follow-up information in accordance with the Statute.
- B. The Agency will notify the Union at least 45 days prior to implementing a performance decision which results in the loss of employment or the reduction in grade or pay of employees.
- C. The National Council President and the Regional Vice President(s) of the affected organizational segments will be notified.

## **Section 3. Contractor Default**

If bargaining unit work has been contracted out and the contractor goes into default within two (2) years of the contract start-up date, the Agency agrees to consider the alternative of reassigning or reinstating the unit employees who were displaced by the contract. If this alternative is approved, the reinstated unit employees will be allowed to continue to work until the default is cured or another contract has been awarded.

## **Section 4. Statement to the Union**

If a major part or segment of bargaining unit work is competed and awarded to the private sector pursuant to OMB Circular A-76 in a manner that results in the loss of employment or the reduction in grade or pay of employees, upon request, the Agency will provide to the Union the following information:

1. A statement that the function that employees collectively performed for GSA was essentially the same function that was competed and awarded to the private sector.
2. A description of the work performed by employees while employed by GSA.
3. Identification of the customers that were serviced when employees worked for GSA.
4. A statement giving:
  - a. Factual background information regarding exclusive recognition (e.g., when, who, which employees);

- b. Specific information about the group, whose work was competed and awarded to the private sector, including the fact that they were represented by AFGE.

The Agency agrees to notify the successful bidder that the work awarded under the contract was previously performed by GSA employees who were represented by AFGE.

### **Article 30**

## **Reduction-in-Force, Reorganization, Transfer of Function, Job Abolishment, and Technological Change**

### **Section 1. Applicability**

The provisions of this Article constitute the procedures which Management officials of the Agency will observe in exercising the authority to:

- Conduct a Reduction-in-Force (RIF)
- Reorganize if the reorganization results in a RIF,
- Effect a Transfer of Function (TOF),
- Abolish a position which in turn causes a RIF, or
- Introduce a technological change which results in loss of pay for any member of the unit; and the appropriate arrangements for members of the bargaining unit who are adversely affected by such Management decision(s). The activities covered in this Article shall be accomplished in accordance with applicable laws, rules, regulations, and this Agreement.

### **Section 2. Information to the Union**

If a decision is made on any of the actions specified in Section 1, Management will provide to the Union information concerning which positions are to be abolished. This information will include the position, title, series, grade, organizational location, geographic location, the name of the incumbent (if any), and the proposed effective date. During the course of the RIF, Management will keep the Union informed of placement efforts for affected employees. Management will provide information to the extent that its disclosure is not prohibited by law and to the extent that it is normally maintained in the regular course of business and is reasonably available and necessary for full and proper discussion and understanding of the action being effected. Upon notice of a RIF, the Union will be limited to negotiating only those appropriate arrangements not already covered by the provisions of this Article.

### **Section 3. Retention Registers**

Before implementing any of the actions specified in Section 1 of this Article which requires the application of RIF procedures, Management will make current its retention registers. Upon request from the Union, Management will provide the Union with a copy of the updated retention register.

### **Section 4. First Consideration of Surplus Employees**

- A. "Surplus employee" is defined in Section 330.604 of Title 5 of the Code of Federal Regulations.
- B. Employees in positions the Agency has identified as surplus will be given consideration before other sources are considered, for reassignment to vacant positions within the

competitive area. At the employee's request, consideration will be given to other vacant positions within the region. Upon written request from the Union, a written reason will be provided for non-selection.

- C. If Management determines that an employee who has been released from a competitive level has the capacity, adaptability, and skills required by a position and can do the work of the position without undue disruption to the program, Management will waive qualification requirements to make the employee eligible to fill a vacant position. However, qualification requirements cannot be waived for positions which have positive educational requirements.

### **Section 5. Placement of Affected Employees**

- A. If Management determines that it is necessary to implement one or any combination of actions covered by this Article and that determination necessitates the use of RIF procedures, then Management, upon request, will provide the Union with a forecast of positions it intends to fill within the competitive area during the next 6 months.
- B. Management will make a maximum effort to place adversely affected employees in positions for which they qualify. This includes, but is not limited to, filling positions at lower grade levels and/or redesigning positions. Upon request, Management will counsel affected employees as to what types of training would be necessary or useful to qualify for vacant positions. The Agency, to the extent permitted by government-wide regulation and available training funds, will provide training for employees adversely affected by a Management decision.

### **Section 6. Minimize Hardship**

Management will make a reasonable effort to minimize the hardship on bargaining unit employees who are adversely affected by a Management decision.

- A. Management will actively pursue placement in other federal agencies, state and local government, and in the private sector.
- B. Management will request, when appropriate, that the OPM determine that the Agency is undergoing a major reduction-in-force for the purpose of authorizing voluntary retirements.
- C. Management will meet or communicate individually with employees eligible for optional or discontinued service retirement to explain benefits.
- D. Employees designated for separation under RIF will receive assistance in being placed on the Reemployment Priority List and in the Displaced Employees Program.

### **Section 7. Notification to the Union**

Prior to issuing RIF notices to employees, copies will be provided to the Union at the regional level and the National Council President will be notified.

### **Section 8. Competitive Areas and Levels**

- A. Competitive areas are established by each region. If the Agency initiates a change in the competitive area at any location, the Union will be notified in accordance with the Statute.
- B. Within each competitive area, the competitive levels must be established consisting of all positions in a competitive area which are sufficiently alike in qualification requirements, duties, responsibilities, pay schedules, and working conditions, so that the Agency may readily assign the incumbent of any one position to any of the other positions in the competitive level without changing the terms of the employee's appointment or unduly interrupting the work. Separate competitive levels are established for positions filled on (i) a full-time basis, (ii) a seasonal basis, (iii) a part-time basis, or (iv) an intermittent basis. The positions of supervisors and Management officials are placed in competitive levels separate from other employees. Likewise, employees in formally-designated trainee and developmental positions are assigned to separate competitive levels. Finally, competitive and excepted positions are placed in different competitive levels.

### **Section 9. Notice to Employees**

- A. Employees adversely affected by the provisions of this Article may only be released from their competitive level through the application of reduction-in-force regulations and procedures. Employees adversely affected by the provisions of this article will receive a 60-day notice.
- B. The notice described in A, above, must include the following information as well as other information required by regulations:
  - 1. a statement that the employee may be released from his/her competitive level;
  - 2. the approximate effective date of the action;
  - 3. the employee's competitive area, competitive level, subgroup, and service date;
  - 4. the place where the employee may inspect the regulations and records pertinent to the employee's case;
  - 5. grade and pay retention information; and
  - 6. the employee's appeal and representation rights under the negotiated grievance procedure if an action is taken.

### **Section 10. Relocation Expenses**

Employees who are relocated by Management as a result of actions covered by this Article will receive relocation expenses and other benefits as allowed by law and regulation.

## **Article 31 Furloughs of Thirty Days or Less**

### **Section 1. Purpose**

- A. This Article sets forth procedures which will be followed if the Agency determines it is necessary to furlough bargaining unit employees for 30 days or less due to a lack of work, funds, or operating authority. These procedures will be carried out in accordance with law and government-wide regulations.
- B. The procedures to be followed for furloughs of more than 30 days are those contained in Article 30 on Reduction-in-Force.

## **Section 2. Notification to the Union**

Except in cases of emergency furlough where there is insufficient time to provide advance notice, before Management furloughs bargaining unit employees, the Union, at the National level, will be provided in writing:

1. The reason for the furlough,
2. The organizational segment(s) affected by the furlough,
3. The estimated number of employees to be furloughed.

This notice will also be provided to the Union's Regional Vice Presidents in affected Regions. In the event of emergency furlough, Management will advise the Union, at the National level, by telephone or electronic mail.

## **Section 3. Volunteers**

When it is necessary to furlough some but not all employees in an organizational segment, Management will first solicit volunteers at the affected work site. Employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP). If a sufficient number of volunteers do not come forth, then Management will select employees for furlough on a fair and equitable basis. Employees not furloughed must be qualified to perform the functions that are to continue to be performed during the period of furlough.

## **Section 4. Scheduling Furlough Days**

When the Employer has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible giving due consideration to workload and staffing requirements.

## **Section 5. Notice to Employees**

Except in cases of emergency furlough where there is insufficient time to provide advance notice, the Agency will provide written individual notices to those employees who are to be affected thirty (30) days prior to the proposed furlough.

## **Section 6. Effect of Lapse of Appropriations on Approved Leave**

- A. When an employee is designated to go into furlough status, any annual or sick leave that has been approved is canceled.
- B. Canceled or interrupted annual or sick leave is not forfeited, but can be used later.
- C. Activities and employees supported by certain types of appropriations or revolving funds may be exempt from furlough if funds are available for obligation in those accounts and at levels required to accomplish valid customer orders, which may include work on customer reimbursable orders under appropriated accounts, and PBS Reimbursable Work Authorizations.



## **Section 7. Employee Compensation During Lapse of Appropriation**

- A. Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.
- B. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved in accordance with law and regulation.

## **Section 8. Benefits**

Life Insurance and Health Benefits will remain in effect regardless of whether employees are required to continue their portion of the contribution in accordance with FPM regulations.

## **Article 32 Discipline**

### **Section 1. Coverage, Definition and Policy**

- A. The expected behavior of GSA employees is set forth in the Standards of Conduct and the GSA Maintaining Discipline Order CPO 9751.1, dated May 20, 2003. Actions or behavior which is contrary to these principles may be subject to the Agency disciplinary process.
- B. Any discipline taken will be consistent with the nature and severity of the offense, with the primary goal to correct rather than punish behavior. If counseling and attempts to modify behavior are unsuccessful, or in instances of severe misconduct, the Agency may terminate an employee.

### **Section 2. Actions not Covered by this Article**

The provisions of this Article do not apply to:

- A. A suspension or removal under Section 5 U.S.C. 7532 (National Security),
- B. A reduction in grade or removal under 5 U.S.C. 4303 (performance),
- C. Actions initiated under 5 U.S.C. 1206 (Special Counsel-MSPB),
- D. Action taken under circumstances in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed (5 U.S.C. 7513 (b)(1)), and
- E. The termination of temporary, probationary/trial period employees and other separation actions for which a statutory right of appeal does not exist.

### **Section 3. Progressive Discipline and Application of the GSA Maintaining Discipline Order**

- A. The GSA Maintaining Discipline Order is intended to help ensure reasonable uniformity in administering disciplinary action. It is expected that penalties will generally/normally conform to the Guide, since the range of penalties provides latitude for the exercise of

judgment. A greater or lesser penalty may be imposed unless the violation is one for which the penalty is specified by law.

B. When the past record involves an offense or offenses unrelated to a present offense, or when two or more unrelated offenses have occurred at the same time, a greater penalty than would be imposed for a first offense will generally be appropriate. The severity of the penalty will take into account the total number of offenses, but will also involve a careful judgment as to the extent to which the several infractions indicate a pattern of irresponsible behavior.

C. A number of factors are relevant in determining the appropriateness of a penalty. Not all these factors will be pertinent in every case. Some of the factors may weigh in the employee's favor, while others may not or may even constitute aggravating circumstances. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual case. Those factors generally/normally recognized as relevant include the following:

1. The nature and seriousness of the offense and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable Agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the Agency;
9. The clarity with which the employee was put on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

#### **Section 4. Privacy of Corrective Discussion**

Discussions with employees regarding conduct or corrective measures will be conducted in private so as to avoid personal embarrassment of the affected employee.

#### **Section 5. Representational Rights**

A. Employees will be advised in writing of their representation rights upon notification of a proposed disciplinary action as defined in this Article.

B. An employee in an active duty status is entitled to a reasonable amount of official time, normally not to exceed eight (8) hours, to review the material relied on to support the proposed action and to prepare and present an oral and/or written answer; the

employee/Union must request and obtain supervisory approval for the use of official time, in advance.

## **Section 6. Time Limits**

Disciplinary action must be timely. Timely does not mean that disciplinary action should be taken in haste. The Agency will follow guidance on "Timing of the Action" in the GSA Maintaining Discipline Order.

## **Section 7. Procedures--Letters of Warning/Reprimand**

It is the Agency's policy that a warning notice will remain in the OPF for one (1) year. After six (6) months, upon the request of the employee, the issuing official will review the employee's circumstances and consider removal of the warning from the employee's OPF. It is the Agency's policy that an official reprimand will remain in the OPF for three (3) years. After one (1) year, upon the request of the employee, the issuing official will review the employee's circumstances and consider removal of the reprimand from the employee's OPF.

## **Section 8. Procedures--Suspension of 14 Days or Less**

- A. When the Agency proposes to take disciplinary action consisting of a suspension of fourteen (14) calendar days or less, the employee is entitled to:
1. At least fifteen (15) calendar days' advance written notice stating the specific reasons for the proposed action and informing the employee of his or her right to the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.
  2. A reasonable time, but not less than fifteen (15) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. When the circumstances require immediate action, the Agency may place the employee in a non-duty status with pay for such time as is necessary to effect the action.
  3. A representative of his/her choice, except that the Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position.
- B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.
- C. The Agency shall prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- D. The Agency will issue a decision letter at the earliest practicable date, but normally not later than thirty (30) calendar days after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due. However, if there is a delay in issuing the final decision the employee will be notified.
1. The final decision in any action covered by this section must be made by the deciding official or designee.
  2. In arriving at his/her written decision, the deciding official shall consider only the reasons specified in the notice of proposed action and shall consider any reply of the employee or his/her representative.
  3. The final decision letter will contain the specific reasons for the decision.
  4. The final decision letter will inform the employee of his/her appeal rights. A copy of the letter marked "Union Copy" will be provided to the employee. If the Agency is aware the

Union is representing the unit employee, the Agency will furnish a copy to the Union at the same time it is furnished to the employee.

### **Section 9. Procedures--Suspensions of more than 14 Days, Reduction in Grade or Pay, and Removals**

- A. When the Agency proposes to suspend for more than fourteen (14) days, reduce in grade or pay or remove an employee, that employee against whom such an action is proposed is entitled to:
  - 1. At least thirty (30) calendar days' advance written notice stating the specific reasons for the proposed action and informing the employee of his/her right to the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.
  - 2. A reasonable time, but not less than fifteen (15) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer:
    - a. When the circumstances require immediate action, the Agency may place the employee in a non-duty status with pay for such time as is necessary to effect the action.
    - b. The employee shall be provided with a reasonable amount of official time. A representative of his/her choice, except that the Agency may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position.
- B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.
- C. The Agency shall prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- D. The Agency will issue a decision letter at the earliest practicable date, but normally not later than thirty (30) calendar days after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due. However, if there is a delay in issuing the final decision, the employee will be notified in writing.
  - 1. The final decision in any action covered by this section must be made by the deciding official or designee.
  - 2. In arriving at his/her written decision, the deciding official shall consider only the reasons specified in the notice of proposed action and shall consider any reply of the employee or his/her representative.
  - 3. The final decision letter will contain the specific reasons for the decision.
  - 4. The notice of final decision will be issued to the employee at or before the time the action will be effective.
  - 5. The final decision letter will inform the employee of his/her appeal rights. A copy of the letter marked "Union copy" will be provided to the employee. If the Agency is aware the Union is representing the unit employee, the Agency will furnish a copy to the Union at the same time it is furnished to the employee.

### **Section 10. Documentation**

- A. When disciplinary action is initiated (*i.e.*, a warning notice, reprimand or proposal notice is issued) the employee will be given an opportunity to review the material relied upon by the

Agency which forms a basis for the reasons and specifications of the action. If the action is based on an investigative report, those portions of the report that relate to the specifications contained in the warning notice, reprimand or proposal notice (which may include exculpatory material), will be made available to the employee/Union representative, if any.

- B. Upon request, the employee will be given two copies of the material referenced in A, above.
- C. If there is a delay in providing a copy of the material referenced in A, above, to the employee, or a delay in providing access to the material, the Agency will grant a request for an extension of the reply period. The time period for response to the proposed action will be tolled upon request of the employee or the Union representative for the documentation, and the period will resume when the information is provided.
- D. The employee will be given an opportunity to indicate if he or she wishes the Union to receive a copy of the decision letter. If the Agency is aware that the Union is representing the employee, a copy of the decision will be furnished to the Union at the same time it is furnished to the employee. The text of the proposal notice will contain a statement of the employee's representational rights. The text of the final decision will contain a statement of the employee's representational and grievance rights and of the MSPB appeal rights, if applicable.

#### **Section 11. GSA Form 225 (Or Its Equivalent)**

- A. The Parties agree that the GSA Form 225 (Record of Infraction) in and of itself does not constitute a disciplinary action, rather it is a two-way memo which gives employees the opportunity to address conduct concerns raised by the supervisor.
- B. The Parties further agree that when the GSA Form 225 is utilized, the following conditions apply:
  - 1. The employee is expected to sign the form to indicate receipt. However, the employee has the right not to respond to the GSA Form 225, and this refusal may not be a basis for disciplinary action. This right shall not be construed to mean that the employee may refuse to cooperate in the investigation or inquiry, or refuse to answer questions in the course of the investigation or inquiry.
  - 2. If no disciplinary action is taken, the GSA Form 225 will be destroyed.
- C. If the GSA Form 225 is utilized, the instructions contained thereon must be complied with.

#### **Section 12. Harmful Error**

In accordance with applicable law and regulation, an otherwise valid disciplinary action may only be overturned for procedural error if the employee shows that the error caused substantial harm or prejudice to his/her rights such that if the error had not been made, the Agency might have reached a different conclusion on the appropriate discipline to impose.

#### **Section 13. Union and Employee Rights on Appeal of Adverse Actions**

- A. If the employee elects the negotiated grievance procedure; the Union shall appoint the representative, unless the employee chooses to represent himself/herself.
- B. The rights of the Union under this Agreement shall not be construed to preclude an employee from electing the appellate procedures established by law and choosing to be

represented by an attorney or other representative of choice. The employee will be responsible for arrangements and costs associated with such an appeal.

## **Article 33**

### **Grievance Procedure**

#### **Section 1. Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances for bargaining unit employees.

#### **Section 2. Definition**

- A. "Grievance" means any complaint
  - 1. By any bargaining unit employee concerning any matter relating to the employment of the employee,
  - 2. By the Union concerning any matter relating to the employment of any bargaining unit employee, or by any bargaining unit employee, the Union, or the Agency concerning
    - a. The effect or interpretation, or a claim of breach of this Agreement, or
    - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. "Grievant" means the one filing the complaint.
- C. "Individual grievance" is a grievance filed by or on behalf of an individual employee.
- D. "Group grievance" is a grievance filed by the Union on behalf of more than one bargaining unit employee involving the same facts and the same issue(s).
- E. "Institutional grievance" is a grievance filed by the Agency or the Union on its own behalf in its institutional capacity concerning actions that affect the entire bargaining unit, more than one region or the National Office, concerning the interpretation or claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting the contract that is "national in scope." "National in Scope" means an issue of interpretation of the Agreement, disputes involving the same Article and Section with different interpretations of the Agreement by two or more Regions, or fact patterns that involve the National Office.
- F. "Day" means calendar day, unless stated otherwise. If any due date established by this Article falls on a Saturday, Sunday or holiday, the next official workday will be considered the due date.
- G. For purposes for filing requirements under this Article, filing date/response due dates for this Article means 11:59PM local time for the receiver.

### **Section 3. Available Procedure**

This will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in Section 2 of this Article, except employees may choose between this procedure and the appropriate statutory appeal procedure to address complaints concerning matters for which a statutory choice of procedure exists.

### **Section 4. Representation**

A grieving employee will have the right to be represented by a Union official at each step of the grievance procedure or to represent himself/herself. In the event the employee chooses not to have a Union official as his/her representative, a Union official will have the right to attend any grievance proceedings.

### **Section 5. Matters Excluded from the Grievance Procedure**

This grievance procedure does not apply to the following:

- A. An alleged violation relating to prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for national security purpose;
- D. An examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of any employee;
- F. Termination of probationary employees with limited exceptions;
- G. Performance standards but not the application of the standards;
- H. Non-selection for a position but not procedures or qualifications;
- I. A complaint under 29 CFR 1614.102, the government-wide regulations on Equal Employment Opportunity, or a complaint of discrimination under 5 U.S.C. 2302 (b)(1)(A), (B), (C), and (D) that can be processed under the statutory EEO complaint procedure; this exclusion does not apply to allegations of discrimination as an affirmative defense in a grievance of a suspension, removal, demotion, or denial of within grade increase.

### **Section 6. Requirements for All Grievances**

All grievances filed under this Agreement will include the following;

- A. The issue or occurrence which gives rise to the grievance;
- B. If appropriate, the provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied, or violated;
- C. Any relevant evidence, information, witnesses or names of people involved if known;
- D. The remedy sought;
- E. Whether a meeting is requested, if applicable;

### **Section 7. Time Frames for Filing Grievances**

- A. Individual or group grievances must be filed within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the aggrieved employee becomes aware of the matter out of which the grievance arises.

- B. Expedited employee grievances must be filed within fifteen (15) days of receipt of the decision letter.
- C. Institutional grievances must be filed within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the Union or Agency became aware of the matter out of which the grievance arose.

## **Section 8. Individual or Group Grievance Procedure**

### **A. STEP 1.**

1. Written Grievance – A written grievance must be presented to the RLRO within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the aggrieved employee becomes aware or should have reasonably become aware of the matter out of which the grievance arises or is a continuing violation. The RLRO will refer the grievance to the appropriate deciding official;
2. Meeting - If a meeting is requested by the grievant/Union or the deciding official, it will be held within fifteen (15) days of the receipt of the written grievance by the RLRO, unless mutually agreed otherwise.
3. Agency Response - The deciding official will respond in writing within fifteen (15) days of either the meeting or receipt of the grievance, if no meeting is requested.

### **B. STEP 2.**

1. Written Appeal of Step 1 Decision - An appeal of a decision in Step 1 must be submitted in writing to the appropriate RLRO for referral to the appropriate Step 2 Deciding Official within fifteen (15) days of receipt of the Step 1 response or within seven (7) days of the end of the Agency's response period.
2. Meeting - If a meeting is requested, it must be held within fifteen (15) days after receipt of the appeal at Step 2, unless mutually agreed otherwise.
3. Agency Response - The Deciding Official responding to the grievance will reply in writing within fifteen (15) days of either the meeting or receipt of the grievance, if no meeting is requested.

- C. Alternative Dispute Resolution - The Parties are encouraged to use Alternative Dispute Resolution (ADR) (mediation) any time during the grievance process. The use of ADR will be by mutual agreement. If ADR is used, the applicable time periods will be held in abeyance. ADR will take place within thirty (30) days from the request unless extensions are mutually agreed upon.

- D. Invoking Arbitration - If the remedy requested is not granted in Step 2, the Regional Vice President or designee may invoke arbitration for the Union within thirty (30) days of receipt of the decision letter or within thirty (30) days from the end of the Agency's response period.

## **Section 9. Expedited Employee Grievance Procedure**

### **A. Application**

This section applies to grievances over suspensions for fourteen (14) days or more and conduct and performance-based removals. These grievances must be filed directly with the servicing RLRO identified in the decision letter. If the employee is raising an affirmative defense to the action being grieved, the grievance should include an explanation of the affirmative defense and the basis for asserting the affirmative defense.



## B. One-Step Expedited Grievance Procedure

1. Written Grievance – The grievance must be filed with the servicing RLRO identified in the decision letter within fifteen (15) days of receipt of the letter or decision imposing discipline.
2. Meeting - If a meeting is requested, it must be held within ten (10) days after receipt of the grievance, unless mutually agreed otherwise.
3. Agency Response - The Deciding Official will respond in writing within ten (10) days of receipt of the appeal or within ten (10) days of the date of the meeting, whichever comes later.
4. Invoking Arbitration – If the remedy requested is not granted, the RVP or designee may invoke arbitration within ten (10) days of receipt of the decision or within ten (10) days of the end of the Agency's response period.
5. Failure of the Union to invoke arbitration timely will allow the Agency to implement the action.
6. If arbitration has been timely invoked, the hearing must begin within thirty (30) days of invocation or another mutually agreed upon date. The Parties will mutually contact the arbitrator to arrange a date to conduct the hearing.
7. Prior to the selection of the arbitrator, each Party must identify to the other Party at least five available dates within the thirty (30) day timeframe.
8. The Parties must arbitrate within the thirty (30) day timeframe. If the first-selected arbitrator is not available within the thirty (30) day timeframe or the Parties do not mutually agree on a day outside this timeframe, then the Parties will look to the next arbitrator on the panel.
9. If either Party is not able to arbitrate for any reason on the date agreed to by the Parties within the thirty (30) day timeframe, unless mutually agreed otherwise, that Party will be responsible for the full cost of the arbitration, including the arbitrator's fee and travel expenses, transcript cost, court reporter fees, copy fees, postage and delivery.
10. The Parties agree that at the end of the hearing, oral closing arguments will be made unless there is mutual agreement to file briefs.
11. The arbitrator will render a decision on the merits within twenty (20) days of the close of the hearing or receipt of briefs, whichever is later.

## Section 10. Institutional Grievances

1. Written Grievance - The Union or the Agency shall file institutional grievances in writing within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the Union or the Agency becomes aware or reasonably should have become aware of the matter out of which the grievance arises. The grievance shall be filed with the NDLR or with the Council President.
2. Meeting - If requested, the grievance may be discussed informally by the NDLR and the Union representative within ten (10) days of receipt of the grievance.
3. Agency/Union Response – The NDLR/Council President responding to the grievance will respond in writing within fourteen (14) days of either the meeting or receipt of the grievance, if no meeting is requested.
4. Invoking Arbitration - If the institutional grievance is not satisfactorily resolved, either party may invoke arbitration within thirty (30) days of receipt of the decision or within thirty (30) days of the end of the Agency/Union response period. Any matters or issues not contained in the written grievance shall not be raised before the arbitrator.
5. Alternative Dispute Resolution – Upon mutual agreement, the Parties may involve a mediator at any stage in the grievance process.

## Section 11. Miscellaneous

- A. The National or Regional Parties may extend any time limit on a case-by-case basis by mutual agreement; such extensions shall be confirmed in writing.
- B. The National or Regional Parties may mutually agree on a case-by-case basis to waive any step of the grievance procedure.
- C. The Parties agree to make a good faith effort to meet all time limits. Failure by the grievant to meet time limits or to request and receive an extension of time shall automatically cancel the grievance, unless mutually agreed otherwise by the Parties.

## **Article 34 Arbitration**

### **Section 1. Establishment of a Permanent Panel of Arbitrators**

- A. National Panel - The National Parties shall establish a Permanent National Panel of at least eight (8) arbitrators to hear cases at the National level.
  - 1. The National Panel existing on the effective date of this Agreement shall remain empanelled absent mutual agreement to change it.
  - 2. If at any time, the National Panel falls below four (4) members, the National Parties will replenish the panel up to eight (8) members by requesting a list from any mutually agreeable source including the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association. Any arbitrator selected for the National Panel must have experience in employment and federal labor law. The Parties are committed to advancing diversity of arbitrators in the selection process. The Parties may mutually agree to use one arbitrator source, either the FMCS or AAA, or each Party may select the source of its choice and obtain a list of arbitrators. If the Parties mutually agree on either FMCS or AAA, they will split equally the cost of obtaining a list from the mutually agreed upon source. If the Parties seek a separate list, the Party requesting the listing from the source will bear the entire costs of the list from the source. If a list is obtained from both the FMCS and AAA, the lists will be combined for purposes of selection. If the Parties cannot mutually agree on an arbitrator from the combined list or from the mutually agreed upon list, the Parties will use a coin toss to determine who will select first from a new list of arbitrators.
- B. Regional Panel – The Regional Parties may reaffirm or establish a Regional Panel of at least four (4) but no more than (8) arbitrators to hear cases at the regional level.
  - 1. Arbitrators on the Regional Panels on the effective date of this Agreement shall remain empanelled. However, either party, without cause, may unilaterally remove one (1) arbitrator each year during the month of September. Notice of unilateral removal must be in writing and provided to the other party. Additionally, the Regional Parties may mutually agree to remove an arbitrator anytime during the existence of this Agreement.
  - 2. If the Regional Parties cannot mutually agree to reaffirm or establish a Regional Panel, then the National Panel must be used until such time that the Parties come to an agreement on a Regional Panel.
  - 3. The Regional Parties may mutually agree to make other arrangements for selecting a Regional Panel. If the Parties cannot mutually agree on an arbitrator from the combined

list or from the mutually agreed upon list, the Parties will use a coin toss to determine who will select first from a new list of arbitrators.

4. The Regional Parties may also mutually elect to use the arbitrators on the Permanent National Panel established by the National Parties. If at any time, there is no Regional Panel or if the Regional Panel cannot hear a case within the times specified in the contract, the National Panel will be used.

## **Section 2. Procedure for Invoking Arbitration**

- A. Only the National Council Officers (NCOs) or the National Director of Labor Relations (NDLR) and Regional Labor Relations Officers (RLROs) may invoke arbitration on grievances filed under Article 33 of this Agreement.
- B. To invoke arbitration, the National Council Officer must notify the appropriate Labor Relations Officer in writing. The notice may be served on the Labor Relations Officer using any of the following methods:
  1. Hand Delivery- Notice delivered by hand must be delivered to the Labor Relations Office no later than close of business on the thirtieth (30<sup>th</sup>) day after the Agency issues its final decision on the grievance; or
  2. Electronic Mail – Notice sent by electronic mail (e-mail) must be sent by 11:59PM local time for the receiver on the thirtieth (30<sup>th</sup>) day after the Agency issues its final decision on the grievance.
  3. Facsimile – Notice sent by facsimile must be sent by 11:59PM local time for the receiver on the thirtieth (30<sup>th</sup>) day after the Agency issues its final decision on the grievance.
  4. Overnight Mail – Notice sent by overnight mail must be put in the system with tracking not later than 11:59PM local time on the thirtieth (30<sup>th</sup>) day after the Agency issues its final decision on the grievance.
- C. Hearings with the exception of expedited arbitrations must be scheduled to begin within ninety (90) days after invocation of arbitration, unless mutually agreed otherwise.

## **Section 3. Special Procedures for invoking Arbitration in Expedited Grievances**

- A. These procedures apply to invoking arbitration in expedited grievances filed under Article 33, Section 9. All other procedures in this Article apply to expedited grievances to the extent they are consistent with this section.
- B. To invoke arbitration under the expedited grievance procedures, the National Council Officer must notify the appropriate Labor Relations Officer in writing that he/she is invoking expedited arbitration within 10 days of receipt of the grievance decision. The notice may be served on the Labor Relations Officer using any of the following methods:
  1. Hand Delivery- Notice delivered by hand must be delivered to the Labor Relations Office no later than close of business on the tenth (10<sup>th</sup>) day after the Agency issues its final decision on the grievance; or
  2. Electronic Mail – Notice sent by electronic mail (e-mail) must be sent by 11:59PM local time for the receiver on the tenth (10<sup>th</sup>) day after the Agency issues its final decision on the grievance.
  3. Facsimile – Notice sent by facsimile must be sent by 11:59PM local time for the receiver on the tenth (10<sup>th</sup>) day after the Agency issues its final decision on the grievance.

4. Overnight Mail – Notice sent by overnight mail must be put in the system with tracking not later than 11:59PM local time on the tenth (10<sup>th</sup>) day after the Agency issues its final decision on the grievance.
- C. A hearing will be scheduled to begin within thirty (30) days after the invocation of arbitration, unless mutually agreed otherwise.
- D. The arbitrator will issue a written decision as soon as possible, but no later than twenty (20) days following completion of the hearing or no later than twenty (20) days from receipt of post hearing briefs (if they are filed), whichever is later.

#### **Section 4. Selection of National Arbitrators**

- A. The Parties may mutually agree who will be the next selected arbitrator. If the Parties cannot agree, the arbitrators will be selected, by the Parties in alphabetical order, on a rotating basis. The Parties should each identify and discuss who they think is the next arbitrator on the list before contacting the arbitrator. If the Parties disagree on who the next arbitrator in the rotation is, the matter will be decided by the arbitrator on the same panel who most recently was selected for a case (but not one of the arbitrators identified as the next arbitrator by either party).
- B. If an arbitrator is not available for an arbitration hearing within the timeframe specified by the contract or does not have any dates that are mutually agreeable to the Parties, the next arbitrator in the specific regional or national rotation will be selected. If none of the arbitrators is available to hear the arbitration within the timeframe identified in this Agreement, the case will be returned to the originally-selected arbitrator for arbitration.

#### **Section 5. Arbitration Hearing**

- A. Hearing Location – Arbitrations will be held on the Agency's premises or grievant's post of duty when practicable, or at any site mutually agreed to by the Parties.
- B. Post-Hearing Briefs – If either Party elects to submit a post-hearing brief, the arbitrator will determine when such brief will be due and when the record will close.

#### **Section 6. Arbitrability**

The arbitrator shall have the authority to make all arbitrability determinations. When an arbitrability issue is raised, it shall be decided before the merits, if requested.

- A. Either party may raise the issue of arbitrability and require a separate hearing to address only this issue. The party raising the arbitrability issue must notify the other party not less than seven (7) days prior to the scheduled arbitration that it intends to raise the issue. The arbitrator assigned to the arbitration will determine whether the matter is arbitrable.

This separate arbitrability process is not intended to be used for expedited arbitration. However, neither Party is precluded from raising arbitrability issues at the expedited arbitration hearing.

- B. The costs of arbitrability hearing:
  1. Costs shall be borne equally when the issue is submitted along with the arbitration on the merits of the case.

2. If a Party raising the issue of arbitrability of a grievance requests a separate hearing to decide the arbitrability issue, the Party requesting the separate hearing will bear the entire cost of the arbitrability hearing.
3. If the Parties mutually agree to a separate hearing on the issue of arbitrability, the Parties will equally bear the cost of the arbitrability hearing.

### **Section 7. Statement of Issue**

- A. Not later than thirty (30) days prior to the scheduled arbitration or ten (10) days prior to an expedited arbitration, the Parties will exchange Proposed Statements of the Issue(s) for the purpose of seeking a joint agreement on a Joint Statement of the Issue(s) for arbitration.
- B. After receipt of the Proposed Statement of the Issue(s) from the invoking party, the Parties will have ten (10) days to reach agreement to a Joint Statement of the Issue(s).
- C. If the Parties cannot agree upon a Joint Statement of the Issue(s) within the ten (10) day period, then the Arbitrator scheduled to hear the case will decide the matter at the hearing or when he or she renders a decision.

### **Section 8. Document Exchange**

- A. The Parties will exchange documents they intend to enter into evidence during the arbitration hearing, including those that may be designated as joint exhibits, no later than fifteen (15) days, or five (5) days for expedited arbitrations, before the scheduled arbitration hearing. If the Arbitrator requests documents, it is understood the Parties will submit requested documents to the Arbitrator. This includes documents that are already in the possession of the Agency, unless the Parties agree otherwise.
- B. If a document is not provided by one party to the other, that document may not be entered into evidence at the arbitration hearing absent a showing of good cause as to why the document was not previously provided in accordance with this section. The arbitrator shall determine if good cause exists.

### **Section 9. Witnesses**

- A. The Parties will exchange final witness lists no later than when they exchange documents.
  1. The list of witnesses will identify each individual to be called and a brief synopsis of their expected testimony.
  2. When Management is conducting interviews of employees in preparation for an arbitration hearing, an employee has the right to request Union representation at the interview; when a representative is requested, Management will arrange a mutually agreed-upon time with the Union to conduct the interview.
- B. The Agency will make every effort to make available employees who were identified on the witness list. Witnesses will remain in official pay status, if otherwise in a duty status, while testifying or standing by.
- C. If a witness is not able to be present in person at the arbitration hearing; telephonic, video or other telecommunications remote testimony may be allowed except for the deciding official. The Parties will inform each other in advance when witnesses will not testify in person.
- D. Union representatives and technical advisors will be released for the hearing.

## **Section 10. Authority of the Arbitrator**

- A. The jurisdiction and authority of the arbitrator is confined exclusively by the joint statement of issues agreed to by the Parties or, in the absence of a joint statement, as determined by the arbitrator.
- B. Attorney's Fees – The arbitrator's authority to award attorney's fees to the prevailing party is subject to applicable laws and regulations. The arbitrator will have authority to rule on the reasonableness of the requested attorney's fees. Any request for attorney's fees must be submitted to the arbitrator within thirty (30) days after receipt of the arbitrator's award.
- C. Any award may not include assessment of expenses against either Party, other than as agreed to in this Agreement.
- D. In evaluating adverse actions based on misconduct, the arbitrator will apply appropriate legal standards with respect to the Agency's choice of penalty including the consideration of the relevant Douglas factors.
- E. In evaluating actions based on unsatisfactory performance, the arbitrator has no authority to mitigate the Agency's selected penalty.

## **Section 11: Decision on the Record**

When the Parties mutually agree to the stipulation of facts at issue or that the matter is appropriate for decision without a hearing, the Parties will jointly request that the arbitrator issue a decision based on the stipulated facts. The Parties may also submit a written brief to the arbitrator.

## **Section 12: Settlement**

The Parties agree to consider settlement at any point during the grievance or arbitration process.

## **Section 13. Arbitration Fees and Assessments**

The Parties will each pay one-half of the regular fees and expenses of the arbitrator hearing a case assigned to him/her, except as provided in Section 6B of this Article and Article 33 Section 9(B)(9).

## **Section 14. Implementation of Arbitration Awards**

Normally, arbitration awards will be implemented within thirty (30) days of the decision or as the arbitrator directs. The arbitrator's decision shall be final and binding, unless it is timely appealed to a federal court or an exception is filed with the Federal Labor Relations Authority, whichever is appropriate.

## **Section 15. Transcripts**

Verbatim transcripts will be required only for cases processed under the expedited procedure and institutional grievances. The Parties agree to share the costs equally for the court reporter fees and three (3) copies of the transcript when a transcript is required by this section. The three copies will be distributed as follows: (a) one copy for the Agency; (b) one copy for the Union and (c) one for the arbitrator. If

either party requests additional copies of the transcript, the requesting party will be responsible for payment for the additional copies. The transcript will be taken by an authorized court reporter. Each Party to an arbitration may have transcripts of other arbitration cases made at its own expense where a transcript is not required by this section. If the non-requesting Party desires a copy of the transcript, it will be at its own expense.

## **Section 16. Timeframes**

Any timeframes set forth in this Article may be extended by mutual agreement.

## **Article 35 Dues Withholding**

### **Section 1. Eligibility**

Any bargaining unit employee who is a member in good standing of the American Federation of Government Employees (AFL-CIO) may have dues and assessments withheld through payroll deductions.

### **Section 2. Union Responsibility**

- A. The Union will inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. The Union agrees to inform Management of changes in the following:
  - 1. The title and address of the Union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld.
  - 2. Changes in dues amounts. Dues changes will be limited to twice a year. Assessment changes will be limited to twice a year.
- C. The Union will provide Standard Form 1187, distribute it, and instruct employees in its use. The Union's designated representative at the worksite is responsible for certifying on each authorizing form the amount of dues to be withheld each pay period prior to forwarding the forms to the Servicing Human Resources office.
- D. The Union shall provide Standard Form 1188, distribute it, and instruct members in its use.
- E. AFGE Council 236 shall be responsible for providing to GSA the information necessary for GSA to perform the distribution of Union dues. AFGE Council 236 will also be responsible for the accuracy of all data provided. This will include but will not be limited to:
  - 1. Fixed dollar amounts which are to be withheld from each dues-paying member;
  - 2. Fixed dollar amounts of that total to be distributed to AFGE National AFGE Council 236 (with the remainder being transferred to the locals);
  - 3. Accurate address where check is to be mailed, or once applicable, the account numbers and other information necessary to accomplish disbursement via Electronic Funds Transfer (EFT); and

4. A single contact person who may be contacted for further information if clarification is required.

**Section 3. Management Responsibility**

- A. It is the responsibility of Management to:
- B. Ensure that bargaining unit employees who are transferred, reassigned, etc., within the bargaining unit remain on dues withholding.
- C. Permit and process voluntary allotments of dues in accordance with this Article and the Statute.
- D. Withhold employee dues on a bi-weekly basis.
- E. Union Dues Disbursement:
  1. Transmit, on a bi-weekly basis for all dues deducted to AFGE National, a check in the appropriate amount withheld each pay period. This disbursement shall be made in conformance with the information provided from AFGE Council 236 in Section 2E above.
  2. Distribution of the dues withholding amounts will be accomplished via Electronic Funds Transfer, rather than by check, once GSA's system is designed to accommodate such a payment method.
- F. Provide identification of employees for whom allotments have been temporarily or permanently stopped and the reasons therefore.
- G. Process Standard Forms 1188 in accordance with the terms and conditions specified on Standard Form 1187 and this Agreement.

<b>Section 4. Effective Dates for Dues Withholding Actions</b>	
<b>Action</b>	<b>Effective Date</b>
(1) Starting dues withholding	(1) Beginning of first pay period after date of receipt of notification by the Human Resources Office.
(2) Revocation by employee	(2) Beginning of first pay period following the anniversary date of employee's membership in AFGE, provided that a properly executed SF 1188 was received by the Human Resources Office no later than the anniversary date and no earlier than 10 calendar days before such anniversary date. The employee is responsible for submitting the SF-1188 to his/her local representative who will certify the anniversary date and submit the SF-1188 to the Human Resources Office.



<b>Section 4. Effective Dates for Dues Withholding Actions</b>	
<b>Action</b>	<b>Effective Date</b>
(3) Termination due to loss of membership in good standing	(3) Beginning of first pay period after date of receipt of notification by the Human Resources Office.
(4) Changes in dues amounts	(4) First pay period after receipt of the notification by the Human Resources Office or later date, if specified by the union.
(5) Transmittal of remittance checks or Electronic Transfer of Funds	(5) No later than the Agency's normal pay day.

### **Section 5. Loss of Eligibility for Dues Withholding**

When the Employer alleges that an employee is no longer eligible for dues withholding, the Union will be notified in writing and given the reasons for its position. Dues withholding status will terminate in accordance with FSLMRS Section 7115(b)(1) the pay period following the notification of loss of eligibility.

### **Section 6. Employee Responsibility**

The Servicing Human Resources Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for AFGE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by AFGE. If the dues allotment continues and the employee fails to notify his/her Servicing Human Resources Office, the retroactive recovery from AFGE of dues withheld shall not be made nor shall a refund be made to the employee.

### **Section 7. Correction of Administrative Errors in the Collection of Union Dues**

- A. When the Union receives a dues remittance payment which is less than the full amount due to the Union, the Union will notify the Agency in writing.
- B. If the Agency fails to remit the dues owed to the Union, the Agency will pay the full amount to the Union and may recoup the funds from an employee's salary through an adjustment, subject to the employee's right to seek waiver of the overpayment. In such cases, the employee will be given a written explanation of the adjustment. This explanation will notify the employee of the right to request a waiver of overpayment in accordance with applicable laws and regulations. Denials of individual waiver requests are not subject to the negotiated grievance procedure.
- C. When the total amount owed by the employee is twenty-five dollars (\$25) or less, the entire amount will be withheld in one pay period, to the extent it does not exceed fifteen (15) percent of disposable pay. When the total amount owed by the employee exceeds twenty-five dollars (\$25) the deductions will be made in accordance with the Debt Collection Act.

## **Article 36**

### **Duration and Termination**

#### **Section 1. Length of Agreement**

- A. The Agreement shall take effect October 25, 2011, and shall remain in full force and effect for a period of 3 years after its effective date. It shall be automatically renewed for yearly periods thereafter unless either Party gives the other notice of its intention to renegotiate this Agreement no more than 105 nor less than 60 days prior to the termination date.
- B. In the event that notice is given for the renegotiation of the Agreement, the moving Party will submit ground rule proposals along with the notice. The other Party will submit counter proposals for ground rules within 15 days of receipt. Ground rules will be fully negotiable for term bargaining except as otherwise provided in this Agreement. The Parties will commence negotiating ground rules within 10 days of the receipt of counter proposals. If the Parties are in different geographic locations or the issue of the location of negotiation of ground rules is in question, telephonic or video-teleconference negotiations will be used. Timeframes may be extended upon mutual Agreement.
- C. The Parties may, as part of the ground rules for a successor collective bargaining Agreement, mutually agree to extend the current Agreement for part or all of the period of negotiation of the new Agreement. It is understood that if the contract expires, the terms and conditions and the grievance and arbitration provisions established under the contract will remain in effect consistent with law.

#### **Section 2. Status of Memoranda of Understanding**

- A. The Status of Past Written Agreements shall be in accordance with Article 2, Section 4.
- B. If the renegotiation of the Master Agreement is in progress but is not completed upon the expiration date of this Agreement, all national, regional, or local MOUs except for permissive subjects of bargaining shall remain in effect until the new Agreement takes effect.

#### **Section 3. Printing and Distribution**

The Parties agree to reduce costs and encourage the use of the web-based GSA/AFGE National Agreement available on the GSA internal webpage. As part of this commitment, the Parties agree to reduce the number of 6x9 size contracts printed. Each Regional Vice President shall be provided 100 copies; Non-RVP National Council Officers shall be provided 100 copies, and 50 copies shall be provided to AFGE National Headquarters. The Agency will provide a single hard copy to each arbitrator on the National Panel. The Agency will not provide a copy to each new employee in the unit.

#### **Section 4. Implementation Training**

The Parties agree to do joint training on the new collective bargaining Agreement, including changes and new provisions.

## APPENDIX A

### Definitions

- **AFGE** – means Council 236 of the American Federation of Government Employees.
- **Agency** – means the General Services Administration (GSA)
- **Bargaining Unit Employee** – means a GSA employee who occupies a position in the unit of exclusive recognition represented by AFGE Council 236.
- **Continuing Violation** – is an on-going violation for which a grievance may be filed at anytime as long as the violation continues to exist.
- **Day** – means calendar days, unless specified otherwise.
- **Due Date** – means 11:59 p.m. on the day of the specified time frames unless the established date falls on a Saturday, Sunday or Holiday, then the next official workday will be considered the due date.
- **Duty Location** – means a building or building complex in which the employee is assigned.
- **Employee** – means unit employees covered by AFGE Council 236.
- **Employer** – means the General Services Administration, management or agency
- **FLRA** – means the Federal Labor Relations Authority – sometimes referred to as “the Authority.”

- **FSIP** – means the Federal Service Impasses Panel – sometimes referred to as “the Panel”.
- **GSA** – means the General Services Administration
- **Grievance** – means any complaint:
  1. by a unit employee concerning any matter relating to the employment of the employee,
  2. by the Union concerning any matter relating to the employment of any bargaining unit employee, or by any bargaining unit employee, the Union, or the Agency concerning:
    - a. the effect or interpretation, or a claim of breach, of this agreement, or
    - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- **Grievant** – means the one filing the complaint.
- **Group Grievance** – is a grievance filed by the Union on behalf of more than two bargaining unit employees under different immediate supervisors involving the same facts and the same issue(s).
- **In Writing** – E-mail may be used in lieu of postal mail for official correspondence as long as time sensitive e-mail is sent to the appropriate Management/Union Official by 11:59 p.m. on the due date of the specified time frames.
- **Institutional Grievance** –An institutional grievance is (1)a grievance filed by the Agency or the Union on its own behalf in its institutional capacity concerning actions that affect only the Union or the Agency , or interpretation or claim or misinterpretation, or misapplication of any law, rule or regulation affecting the contract; or (2) A National level grievance is an institutional or group grievance involving more than one region which raises issues that are National in scope and which have fact patterns that involve the National Office or involve issues about interpretation of language of the National Agreement.
- **National Council/National Officers** – means the President, Executive Vice-President, Secretary-Treasurer, and Regional Vice Presidents of AFGE Council 236.
- **National in Scope**- National in Scope means an issue of interpretation of the Agreement, disputes involving the same Article and Section with different interpretations of the Agreement by two or more Regions, or fact patterns that involve the National Office.
- **NDLR** – National Director of Labor Relations
- **Parties** – means the National or Regional Labor Relations Officials in the GSA and Management and AFGE Council 236.
- **Representational Duties** – means the activities performed in representing unit employees such as those described in Article 6, Section 3B and Appendix A, under Representational Functions. It does not include internal Union business as defined in the Statute, 5 USC Chapter 71.
- **RLRO** – Regional Labor Relations Officer
- **Statute** – means the Federal Service Labor-Management Statute, 5 USC Chapter 71.
- **Surplus Employee** – means the definition as described in 5 CFR 330.604.
- **Union** – means the AFGE Council 236 nationwide consolidated bargaining units, which represents AFGE bargaining unit employees.

- **Unit** – means the nationwide consolidated bargaining units represented by AFGE as certified by the FLRA in case number 3-UC-1, as amended.

<b>Appendix B Official Time Report</b>											
<b>Record of Official Time Used For Representational Functions</b>								<b>Report Control Symbol</b>			
<b>Name of Employee</b>				<b>Union (if applicable)</b>				<b>Name of Supervisor</b>			
<b>Employee's Position Title</b>				<b>Grade</b>				<b>Supervisor's Position Title</b>			
<b>Organization (service, division, branch, and section)</b>											
<b>Date (A)</b>	<b>Representational Function (B)</b>				<b>Destination (C)</b>	<b>Time (D)</b>		<b>Total Hours (E)</b>	<b>Total Hours Counted Against Allotment (F)</b>	<b>Supervisor's Initials (G)</b>	<b>Employee's Initials (H)</b>
						<b>Out</b>	<b>In</b>				
	70	71	72	73							



All other columns are self explanatory.

Remarks- Use this section to supply additional information as necessary. Any travel and per diem authorized should be noted and explained in this section.

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Remarks

**APPENDIX C**

**Performance Plan & Appraisal Record**

<b>Performance Plan and Appraisal Record for AFGE Bargaining Unit Employees</b>			
<b>Part I Administrative Data</b>			
a. Employee Name (Last,First,MI)	b. SSN	c. Pay Plan, Series &Grade	d. Office Symbol
e. Organization		f. Rating Period Covered MM/DD/YYYY-MM/DD/YYYY	
<b>Part II Position Description Review Certification</b>			
I certify that I have reviewed the employee's position description. If I do not believe it is an accurate statement of the major duties and responsibilities of the position, I have initiated appropriate action.			
Position Description has been reviewed                      Initial and Date: _____			
<b>Part III Performance Plan and Appraisal Instructions</b>			
<p><b>INSTRUCTIONS:</b>            A performance plan must be issued to the employee at the beginning of each rating period. These plans may be modified during the performance cycle, but employees must perform under a documented performance plan for a minimum of 120 days before they can be rated.</p> <p>Development of the performance plan should be a collaborative endeavor between the supervisor and the employee. In accordance with Article 19, Section 4, of the GSA-AFGE National Agreement, the performance plan for each employee must contain critical elements. Critical elements are work assignments or responsibilities or such importance that unsatisfactory performance on the element would result in a determination that an employee's overall performance is unsatisfactory. Objectives, activities, and tasks should be identified under each critical element.</p> <p>Performance will be measured against expectations as defined in the employee's documented performance plan.</p>			

- Level 5. Means that the pattern of performance of assignments in a critical element during the rating period meets and consistently exceeds performance expectations as described in Level 3.
- Level 4. Means that the pattern of performance of assignments in a critical element during the rating period meets and often exceeds performance expectations as described in Level 3.
- Level 3. Means that the pattern of performance of assignments in a critical element during the rating period meets performance expectations.
- Level 2. Means that the pattern of performance of assignments in a critical element during the rating period partially meets performance expectations as described in Level 3.
- Level 1. Means that the pattern of performance of assignments in a critical element during the rating period does not meet performance expectations as described in Level 3.

Once the performance plan is finalized and a copy provided to the employee, both the supervisor and employee must certify issuance and receipt under Part VII. Semi-annual progress reviews are required under GSA's APPAS. Both the supervisor and employee must certify the semi-annual progress review under Part VII.

Within 45 days of the end of the rating cycle, evaluate the performance plan objectives, underlying activities and tasks, and assign a rating to each critical element based on how well the employee met the performance expectations. Document the rating for each critical element and the derived summary rating on this form (see Part VIII for instructions on deriving summary ratings). Overall comments on performance and identification of training and/or developmental needs should be documented in Parts V and VI, respectively. If the summary rating is at the Level 5 or the Level 1, the employee's appraisal must be reviewed and approved by the appropriate reviewing official.

The supervisor and employee must certify under Part VIII that an annual performance appraisal was conducted, and a summary rating was issued to the employee. Once both Parties sign it, a copy of this form, including the performance plan, must be provided to the employee. The original signature page must be submitted to the servicing Human Resources Office for filing in the employee's Official Personnel Folder.

**Part IV Performance Plan and Critical Element Appraisal**

Critical Elements	Critical Element Rating
Critical Element _____%:	Level 5 Level 4 Level 3 Level 2 Level 1
Critical Element _____%:	Level 5 Level 4 Level 3 Level 2 Level 1
Critical Element _____%:	Level 5 Level 4 Level 3 Level 2 Level 1
Critical Element _____%:	Level 5 Level 4 Level 3 Level 2



	Level 1
Critical Element ____%:	Level 5 Level 4 Level 3 Level 2 Level 1
Critical Element ____%:	Level 5 Level 4 Level 3 Level 2 Level 1
Critical Element ____%:	Level 5 Level 4 Level 3 Level 2 Level 1

**Part V Comments**

Comments on Overall Performance (attach additional pages as necessary).

**Part VI Development and Training**

Indicate professional growth needs and avenues to meet those needs (attach additional pages as necessary.)

**Part VII Certification of Performance Plan and Semi-annual Progress Reviews**

Performance Plan Developed:

Signatures below certify that the supervisor and employee have discussed performance expectations, and the employee has been given a copy of their performance plan.

\_\_\_\_\_  
Supervisor/Rating Official

\_\_\_\_\_  
Date

I agree with this performance plan.

I disagree with this performance plan for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Semi-annual Progress Review:

Signatures below certify that the supervisor and employee have discussed performance against the expectations and changes have been made to the performance plan as necessary.

\_\_\_\_\_  
Supervisor/Rating Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**Part VIII Summary Review**

Guidance for deriving summary rating:

After assessing each critical element and assigning the appropriate rating level, the summary rating should be derived using the following methodology.

Level 5 is assigned if 70% of the total critical element weights are rated at Level 5, and no critical element is rated below Level 3.

Level 4 is assigned if 60% of the total critical element weights are rated at Level 4 or above, but does not meet the 70% rule for assigning a Level 5 summary rating; and no critical element is rated below Level 3.

Level 3 is assigned if 50% of the total critical element weights is rated at Level 3 or above, but does not meet the 60% rule for assigning a Level 4 summary rating; and none of are rated below Level 3.

Level 2 is assigned if one critical element is rated at Level 2.

Level 1 is assigned if one critical element is rated at Level 1.

Summary Rating:            Interim Rating :            Mid-Year Review:            Annual Rating:

The description in parentheses following each rating level is consistent with applicable law and regulation.

Level 5 (Outstanding)

Level 4 (Highly Successful)

Level 3 (Fully Successful)

Level 2 (Minimally Successful)

Level 1 (Unacceptable)

\_\_\_\_\_  
Supervisor/Rating Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewing Official  
(For summary ratings at Level 5 or Level 1)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

I understand my signature does not constitute agreement or disagreement with the rating, but verifies I have received the rating.

Privacy Act Statement: This form is subject to the provisions of the Privacy Act. Records will be processed and maintained by the employee's supervisor and the Consolidated Processing Center. Information will be made available to the appropriate review authorities. Disclosure of the social security number is mandatory to determine or verify eligibility for benefits accruing to employees such additional tenure credit for reduction-in-force purposes, pay increases, within-grade increases and quality increases, which are directly linked to overall performance rating Levels. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records.

**Appendix D - Self-Assessment Summary**

