

**Negotiated Agreement**

**between**

**USGS Great Lakes Science Center**

**and**

**American Federation of Government Employees, Local 723**



TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	5
ARTICLE 1 Recognition and Unit Determination	6
ARTICLE 2 Governing Laws And Regulations	7
ARTICLE 3 Rights and Obligations of Management	8
ARTICLE 4 Rights and Obligations of the UNION	9
ARTICLE 5 Rights and Obligations of Unit Employees	11
ARTICLE 6 Labor-Management Cooperation	14
ARTICLE 7 Labor-Management Relations Council	15
ARTICLE 8 Mid-Term Bargaining	16
ARTICLE 9 UNION Representation and Use of Official Time	18
ARTICLE 10 Dues Withholding	21
ARTICLE 11 Services and Use of Official Facilities	23
ARTICLE 12 Position Descriptions and Position Classification	26
ARTICLE 13 Performance Management and Appraisal	27
ARTICLE 14 Training and Career Development	32
ARTICLE 15 Upward Mobility	35
ARTICLE 16 Merit Promotion and Placement	38
ARTICLE 17 Reassignment and Temporary Promotions/Details	42
ARTICLE 18 Hours of Work	44
ARTICLE 19 Overtime	50
ARTICLE 20 Leave	54
ARTICLE 21 Pay, Travel and Per Diem	59
ARTICLE 22 Alternative Discipline	62
ARTICLE 23 Disciplinary and Adverse Actions	63
ARTICLE 24 Grievance Procedures	67
ARTICLE 25 Arbitration	71
ARTICLE 26 Reduction in Force (RIF) and Transfer of Function (TOF)	74
ARTICLE 27 Furloughs	84
ARTICLE 28 Contracting Out and OMB Circular A-76	88
ARTICLE 29 Unit Employee Personnel Records	91
ARTICLE 30 Health, Safety, and Wellness	93
ARTICLE 31 Equal Employment Opportunity	102
ARTICLE 32 Unit Employee Assistance Program (EAP)	105
ARTICLE 33 Awards	106
ARTICLE 34 Wage Surveys	107
ARTICLE 35 Tools and Equipment	108
ARTICLE 36 Office Moves and Space Management	109
ARTICLE 37 Indemnity of Unit Employees	110

TABLE OF CONTENTS (Continued)	PAGE
ARTICLE 38 Copies of the Agreement	111
ARTICLE 39 Effective Date and Duration of Agreement	112
-----EXECUTION AND APPROVAL PAGE-----	113

## **PREAMBLE**

Pursuant to the policy set forth in the Civil Service Reform Act (CSRA) of 1978, and subject to applicable laws, government-wide and Agency regulations (subject to the provisions of Chapter 71 of Title 5 of the United States Code), and other legal authority; these articles, together with any supplements, shall constitute a Collective Bargaining Agreement (CBA) between the United States Geological Survey (USGS), Great Lakes Science Center (GLSC), herein after known as the EMPLOYER, and the American Federation of Government Employees (AFGE), Local 723 (AFL-CIO), herein after known as the UNION. The UNION and the EMPLOYER will be jointly referred to as the PARTIES.

It is the intent and purpose of the EMPLOYER and the UNION to enter into a labor-management agreement which will have for its purpose: to promote the well-being of the Unit Employees in the unit and the efficient administration of the Government; to provide such Unit Employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; to provide for continual development and implementation of modern and progressive work practices that are fair and reasonable and which will promote the highest degree of morale, efficiency, responsibility and Unit Employee performance in the GLSC; to adjust promptly all differences between the EMPLOYER and the UNION; to provide for an improvement in the participation of Unit Employees in the units in labor-management relations through the maintenance of constructive and cooperative relationships between the EMPLOYER and the UNION; to provide for a safe and healthful work environment; and to confer in good faith with respect to procedures for the settlement of grievances, personnel policies and practices and other matters affecting general working conditions.

## ARTICLE 1

### RECOGNITION AND UNIT DETERMINATION

**SECTION 1.** The EMPLOYER recognizes the UNION as the exclusive Representative of all eligible Unit Employees in the Unit described in Section 2 of this Article. The UNION will act for and negotiate agreements governing the Unit Employees in the Unit.

**SECTION 2. Unit of Recognition:**

**INCLUDED:** All professional and non-professional General Schedule, Wage Board, and Wage Grade Unit Employees, employed by the Great Lakes Science Center, U.S. Geological Survey, U.S. Department of the Interior as covered by the certification below.

**EXCLUDED:** All management officials, supervisors and Unit Employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

The UNION was certified by the Federal Labor Relations Authority (FLRA) to represent the professional Unit Employees in case number CH-RP-00042 on January 2, 2001.

The UNION was certified by the FLRA to represent the non-professional Unit Employees in case number CH-RP-06-003 on June 30, 2007.

**SECTION 3. Coverage**

This Agreement covers all Unit Employees recognized in Section 2. These Unit Employees are hereinafter referred to as Unit Employees. The EMPLOYER will provide the UNION with a list of excluded Unit Employees, the justification for their exclusion citing the specific law and/or regulation within thirty (30) calendar days of signing this agreement.

## **ARTICLE 2**

### **GOVERNING LAWS AND REGULATIONS**

#### **SECTION 1. Governing Rules, Laws, and Regulations**

- a. In the administration of this agreement, the PARTIES shall be governed by all applicable laws and existing government-wide rules and regulations, as defined in 5 USC, Chapter 71, and by subsequently enacted government-wide rules and regulations implementing 5 USC 2302.
- b. Any policies and regulations issued subsequent to the date of approval of this Agreement by the EMPLOYER, which are not required by law or by the regulations of appropriate authorities, and which are in conflict with the terms of this agreement, will not govern or control the PARTIES of this agreement until mid-term bargaining obligations are met (see Article 8).

#### **SECTION 2. Labor-Management Relations**

Labor-Management Relations will be conducted in accordance with the Federal Service Labor Management Relations Statute (Statute). The EMPLOYER, the UNION, and Unit Employees shall have all rights and obligations given under the Statute. Any lawful waivers of these rights given by the EMPLOYER or the UNION must be clearly set forth in this agreement and understood to be waived by both UNION and the EMPLOYER.

## **ARTICLE 3**

### **RIGHTS AND OBLIGATIONS OF MANAGEMENT**

**SECTION 1. Nothing in this CBA shall affect the authority of any management official:**

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

**SECTION 2.** Sensitive discussions initiated by The UNION or the EMPLOYER will be conducted in private to the extent possible.

**SECTION 3.** Unit Employees will be treated with dignity and respect. Sensitive discussions with individuals will be conducted in private to the extent possible.

**SECTION 4.** Nothing in this CBA will be interpreted so as to limit a Supervisor from meeting informally with a Unit Employee without the UNION being present. Examples of the purpose of such informal meetings with Unit Employees would include, but would not be limited to:

- a. Discussing performance objectives and evaluations with Unit Employees.
- b. Discussing the assignment of work with Unit Employees.
- c. Delivering instructions to Unit Employees.

**SECTION 5. Scope of Bargaining**

Nothing in this Agreement shall preclude the EMPLOYER and UNION from negotiating:

- a. at the election of the EMPLOYER, on the numbers, types and grades of Unit Employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
- b. procedures which the management officials of the EMPLOYER will observe in exercising any authority under this section; or
- c. appropriate arrangements for Unit Employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE 4**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

#### **SECTION 1. Statutory Rights**

In all matters relating to personnel policies, practices, and other conditions of employment, the PARTIES will have due regard for the obligations imposed by 5 USC 71 and this agreement.

#### **SECTION 2. Exercise of Rights**

The EMPLOYER shall not restrain, interfere with, or coerce representatives of the UNION in the exercise of their rights under 5 USC 71 and this agreement.

#### **SECTION 3. Formal Discussions**

The UNION will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the EMPLOYER and one or more Unit Employees or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment. Notice to the UNION of a formal meeting will be sufficient if provided to either the President or Vice President of the Local. For regularly scheduled formal discussions, the notice will be no less than five (5) days in advance.

#### **SECTION 4. Examinations and Investigations**

The UNION will be allowed to be present and represent a Unit Employee at any examination or investigation of a Unit Employee by a representative of the EMPLOYER in connection with an investigation if the Unit Employee reasonably believes that the examination may result in disciplinary/adverse action against the Unit Employee and the Unit Employee requests representation. These rights are commonly referred to as "Weingarten Rights".

#### **SECTION 5. Other Appeals and Complaints**

The UNION has the right to refuse to represent any Unit Employee in matters not covered by the negotiated agreement, e.g., statutory appeals of adverse actions, EEO complaints.

#### **SECTION 6. Information Requests**

- a. The EMPLOYER will furnish to the UNION, or its authorized representative upon request and to the extent not prohibited by law, data which:
  - (1) Is normally maintained by the EMPLOYER 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 related to collective bargaining.
- b. When requesting information, the UNION will provide a statement of "particularized need." Particularized need" includes a specific explanation of exactly why the UNION needs the requested information and an explanation of how the UNION intends to use the requested information and how that use relates to the UNION's role as the exclusive

representative. Information furnished under Section 1 above, will be provided as soon as possible, and the EMPLOYER will endeavor to provide the information within fifteen (15) workdays after receipt of the UNION request. When the information requested cannot be provided within the fifteen - workday timeframe, management will notify the UNION of the delay and an estimated timeframe as to when the information will be provided.

## **ARTICLE 5**

### **RIGHTS AND OBLIGATIONS OF UNIT EMPLOYEES**

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

This Article sets forth the rights and responsibilities of Unit Employees covered by the collective bargaining agreement. Unit Employees shall have the right to fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination by the EMPLOYER or the UNION, except as restricted by laws, regulations, or job responsibilities.

#### **SECTION 2. Right to Join and assist the UNION**

- a. Each Unit Employee shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist the UNION or to refrain from any such activity. Unit Employees cannot be denied this right based on race, color, religion, sex, national origin, age, or disability.
- b. The right to assist the UNION extends to participation in the management of the UNION when duly elected or appointed as a UNION official. The right to assist also encompasses acting for the UNION in the capacity of a representative, including presentation of the UNION'S views to officials of the Executive Branch, the Congress, or any other appropriate authorities.
- c. The right to assist the UNION includes the right to engage in collective bargaining on behalf of the Unit Employees.
- d. Except as prescribed in Article 10, Dues Withholding, nothing in this agreement shall require any Unit Employee to become a dues paying member of the UNION or to pay money to the UNION.
- e. Unit Employees excluded from the Bargaining Unit may be members of the American Federation of Government Employees but are not eligible for dues withholding.

#### **SECTION 3. Right to Representation**

- a. A Unit Employee shall have the right to contact and meet with a UNION representative to discuss representational matters for a reasonable amount of time during normal duty hours, upon supervisory approval. If it is necessary for the Unit Employee to leave the building/work area to meet with the representative, the Unit Employee will be released from duties unless there is a pressing operational exigency.
- b. The terms of this Agreement do not preclude the right of any Unit Employee in the Unit from bringing matters of his or her personal concern to the attention of the appropriate officials of the EMPLOYER in accordance with applicable laws and regulations.
- c. A Unit Employee may request representation if the Unit Employee reasonably believes, either prior to or during an examination, discussion or interview, that it could result in disciplinary action. In that case, a representative of the UNION will be given an opportunity to be present at that examination, discussion, or interview. These rights are commonly referred to as "Weingarten Rights". Once a Unit Employee chooses to exercise this right by requesting representation, no further questioning or action will take place until the Unit Employee's representative is present, provided no unreasonable delay occurs. If the UNION representative is not available, the management official will reschedule the meeting, normally within one business day or as reasonable.

- d. The EMPLOYER agrees to annually inform Unit Employees of these above rights under 5 USC 7114(a)(2)(B). During initial in-processing with the EMPLOYER, each Unit Employee will be provided with an electronic copy of “Weingarten” rights, along with a electronic copy of the negotiated agreement.

#### **SECTION 4. Whistle Blower Protection**

Unit Employees shall be protected against reprisal for the disclosure of information which the Unit Employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

#### **SECTION 5. Personal Rights**

- a. All Unit Employees and managers shall be treated fairly and equitably in all aspects of personnel management with proper regard and protection of their privacy. Unit Employees have the right to work in an environment that is free from discrimination by the EMPLOYER or the UNION, on the basis of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, physical or mental disabling conditions, or political affiliation.
- b. Unit Employees and managers shall be treated with mutual respect. Unit Employees and managers should refrain from coercive, intimidating, loud or abusive behavior.
- c. The EMPLOYER will make every reasonable effort to conduct discussions between supervisors and Unit Employees, other than routine work related conversations, in private.
- d. Unit Employees are permitted to engage in outside work and activities, where properly approved by the USGS Ethics Office to the extent that they do not prevent Unit Employees from: performing their assigned duties in a satisfactory manner; complying with standards of conduct of Federal Employees; adhering to applicable laws, and government-wide regulations and policies.
- e. Unit Employees have the right to their privacy during off-duty hours. Unit Employee conduct during off-duty hours will not be used against them in the evaluation of performance or other adverse actions, unless there is a nexus between the Unit Employee’s official position and the activity or such activity adversely reflects on the integrity of the Government, the GLSC or any component of the USGS.
- f. Unit Employees have the right to refrain from investing money, donating to charity or participating in uncompensated activities, meetings or undertakings not related to the performance of official duties. Unit Employees may volunteer to participate in activities sponsored or supported by the USGS or the DOI, but are under no obligation to do so.
- g. Unit Employees have a right to electronically access information pertaining to conditions of employment such as laws, rules and regulations published by the Office of Personnel Management, the Department of the Interior, the USGS, etc.
- h. Unit Employees will be informed to the fullest extent possible by the EMPLOYER of plans and policies affecting them and their conditions of employment. The EMPLOYER will communicate what is expected of Unit Employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.
- i. A Unit Employee may request reassignment at any time. The EMPLOYER agrees to consider the request and inform the Unit Employee of its decision. The Unit Employee may request the assistance and intervention of higher-level management and/or the UNION when the request is due to conflict with his or her work supervisor, team leader, or a coworker. The EMPLOYER may utilize reassignment or methods of intervention

- such as counseling, training, team building, details, or physical separation of the Unit Employees in conflict for a "cooling off" period, to facilitate resolution of the conflict.
- j. As requested and as funding permits, the EMPLOYER shall provide a lockable drawer or cabinet for each Unit Employee for the purpose of protection of personal belongings (wallet/purse).
  - k. If a Unit Employee is to be served with a warrant or subpoena, it will be done in private to the extent it is within the EMPLOYER'S control.
  - l. The EMPLOYER agrees that no Unit Employee will be disciplined or retaliated against solely for refusal to obey an order to violate the law. If there is a disagreement between the Unit Employee and the EMPLOYER official, the EMPLOYER official who issued the order will confer with the next level supervisor to resolve the issue. See Article 30, Section 11, for imminent danger situations.
  - m. A Unit Employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing government-wide regulations. The EMPLOYER will offer retirement seminars to Unit Employees who are within five (5) years of retirement eligibility, subject to availability of funds.

#### **SECTION 6. Merit System Principles and Prohibited Personnel Practices Rights**

Unit Employees shall have all the rights granted and protections provided for in 5 USC 2301, Merit System Principles, and 5 USC 2302, Prohibited Personnel Practices.

## **ARTICLE 6**

### **LABOR-MANAGEMENT COOPERATION**

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

The EMPLOYER and the UNION shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient. The purpose of these meetings will be to confer with respect to personnel policies and practices and matters affecting working conditions, including but not limited to such matters as safety, training, labor-management cooperation, Unit Employee services, methods of adjusting grievances, appeals, granting of leave, promotion plans, detail practices, pay practices, reduction-in-force practices and hours of work.

#### **SECTION 2. Pre-Decisional Involvement**

In an effort to assure timely, cost effective, and fair decisions, the PARTIES agree to share relevant information and meet routinely on topics that affect both labor and the EMPLOYER, such as, but not limited to: outsourcing, reorganization and restructuring, budget and work methods and procedures. Prior to a final decision by the EMPLOYER, and to the fullest extent possible, the EMPLOYER shall solicit from the UNION President, or his/her designee the UNION'S interests and ideas in an effort to reach a consensus on subjects appropriate for negotiation that are within the EMPLOYER'S authority and all applicable laws, Executive Orders and Office of Personnel Management (OPM) regulations as implemented by the EMPLOYER and/or the DOI/USGS.

## **ARTICLE 7**

### **LABOR-MANAGEMENT RELATIONS COUNCIL**

#### **SECTION 1. Joint Labor-Management Council**

Both the EMPLOYER and the UNION recognize that an effective and collaborative relationship between the PARTIES requires the opportunity for the PARTIES to meet and discuss issues or problems of mutual concern and benefit on a regular basis. The EMPLOYER and the UNION agree to establish a Joint Labor-Management Relations Council for the purpose of reviewing and discussing their common interest in maintaining labor-management cooperation. The Council will meet at least once a quarter at the GLSC Headquarters, and a member of the GLSC's Director's Office will attend. The EMPLOYER agrees to furnish the UNION in writing within 20 work days, answers, solutions or EMPLOYER decisions on subjects brought up at the meeting which required investigation or review. The UNION will be advised if additional time is required to respond to any issue presented.

#### **SECTION 2. Purpose**

The Joint Labor-Management Council will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in Unit Employee-supervisory relationships; the promotion of education and training; the improvement of Unit Employee working conditions; the strengthening of Unit Employee morale; the implementation of equal employment opportunity; health and safety conditions; and the Alcohol and Drug Abuse Program, etc. However, it is agreed that individual grievances will not be taken up during Council meetings.

#### **SECTION 3. Members**

The number of UNION and EMPLOYER representatives will normally be limited to three (3) each. There may be less. However, additional representatives may be invited upon mutual agreement of the PARTIES due to agenda items of special interest. The PARTIES agree that in cases where additional management representatives are present, the UNION may have the same number of representatives. UNION representatives will be allowed to attend without charge to leave.

#### **SECTION 4. Process and Procedures**

- a. The Council will establish its own procedures and methods of operation concerning agenda, minutes, meeting dates and location. Agendas will be exchanged by the PARTIES ten working days before the meetings. Matters not on the agenda may be added by mutual agreement.
- b. Discussions on implementation of regulations dealing with conditions of employment or the contract will be a Council function and may include investigations, studies, reports and recommendations.

## **ARTICLE 8**

### **MID-TERM BARGAINING**

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

This article shall be administered in accordance with 5 USC, Chapter 71 and this agreement. The purpose of this article is to prescribe the criteria and procedures by which the PARTIES shall engage in negotiations during the term of the agreement.

#### **SECTION 2. Notification of Proposed Changes**

In the administration of all matters covered by this agreement, the EMPLOYER and the UNION shall be governed by existing and future laws; and by existing regulations, policies and practices. EMPLOYER shall notify the UNION of proposed changes upon receipt and provide the opportunity to make comments on or request negotiations on any proposed changes covered in Sections 2a and 2b, at the UNION's discretion. A reasonable amount of time, but not more than 21 calendar days after receipt by the UNION, will be permitted for the UNION to request negotiation and to submit written counter proposals. This deadline may be adjusted upon the mutual consent of the UNION and the EMPLOYER. If written proposals are not received within the allocated time frame, it will be considered that the UNION is in agreement with the regulation and the regulation will be implemented. If e-mail is to be used the subject line shall be clearly marked "OFFICIAL NOTIFICATION".

- a. Regulations or policies resulting from changes in applicable laws or regulations issued by the EMPLOYER (U.S. Department of Interior) or higher level authority (after the effective date of this agreement); or
- b. Changes in personnel policies, practices, etc., affecting working conditions deemed essential by the EMPLOYER and differing from or not covered by this agreement.

#### **SECTION 3. Contents of Notice**

To the maximum extent possible, the notice will normally contain the following information:

- a. The nature and scope of the proposed change;
- b. A description of the change;
- c. An explanation of the initiating Party's plans for implementing this change;
- d. The proposed implementation date.

#### **SECTION 4. Procedures**

Subject to the provisions of Section 2 above, the following procedures will govern negotiations:

- a. Negotiations will commence within thirty (30) calendar days after receipt by the EMPLOYER of the UNION'S written request.
- b. New ground rules may be negotiated regarding the discussion of proposed major changes or additions in laws, regulations, policy etc., occurring during the life of this agreement. For other than major changes, the ground rules in effect for the negotiation of this agreement shall be utilized except that the sections concerning: Use of Official Time and Dates and Times of Meeting shall be negotiated and the Negotiation Team may be renegotiated.

- c. There is no prohibition against developing informal procedures to handle discussions/negotiations of these matters at the election of the Chief negotiators.
- d. Where the PARTIES reach impasse, the EMPLOYER may not effect changes, unless a compelling need exists, in otherwise negotiable personnel policies and practices and matters affecting working conditions without first providing the UNION with notice of its intent to implement the changes, so that the UNION is afforded a reasonable opportunity, under the circumstances, to invoke the processes of the Federal Service Impasse Panel (FSIP). If the Panel's processes are not invoked within fifteen (15) calendar days of such notification, the EMPLOYER may effect those changes. However, once the Panel's processes are invoked within fifteen (15) calendar days of such notification, the PARTIES must adhere to established personnel policies, practices and matters affecting working conditions, to the maximum extent possible, i.e., to the extent consistent with the necessary functioning of the GLSC.

#### **SECTION 5. Amendment or Modification of Agreement**

Either party may request amendment or modification of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and must be given not less than ninety (90) calendar days prior to the term of this Agreement. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice.

- a. There shall be no more than two (2) reopeners per contract year with a limit of two (2) issues per reopening by either party, except by mutual consent.
- b. Amendments or supplements to which the PARTIES agree shall become effective upon approval by DOI or on the thirty first (31st) day after signature by the Director of the GLSC if approval or disapproval has not been made by DOI and shall remain in full force and effect until the agreed upon expiration date.

#### **SECTION 6. Statutory Rights**

Nothing in this Agreement shall be deemed to waive either PARTY's statutory rights.

## **ARTICLE 9**

### **UNION REPRESENTATION AND USE OF OFFICIAL TIME**

#### **SECTION 1. Recognition of UNION Representatives**

In addition to the elected Officers of the UNION, the EMPLOYER agrees to recognize the Stewards duly appointed by the UNION.

#### **SECTION 2. Notification of UNION Representative**

The UNION will annually provide the EMPLOYER with an updated list of the names, titles, and work telephone numbers of all UNION representatives as well as changes as they occur.

#### **SECTION 3. Use of Official Time by Officers and Stewards of the UNION**

- a. Official Time Definition: Time authorized and approved by the EMPLOYER to a Unit Employee in the bargaining unit to exercise all rights contained in the agreement and to perform and fulfill all aspects of his or her labor management relations obligations.
- b. Official time may be used for representational purposes to include:
  - (1) Preparation and processing of grievances, complaints, or appeals concerning disciplinary adverse actions;
  - (2) Resolution of unfair labor practice charges;
  - (3) Prepare for and attend meetings scheduled by the EMPLOYER;
  - (4) Represent the UNION in formal discussions involving personnel policies, practices, working conditions, or grievances between Unit Employees and the EMPLOYER;
  - (5) Prepare responses to EMPLOYER initiated correspondence;
  - (6) Maintain records in support of and prepare reports that are required of the UNION by federal agencies;
  - (7) Participate in bargaining over changes in working conditions of Unit Employees which occur during the term of this Agreement.
  - (8) Travel by the UNION representatives to accomplish any of the above;
  - (9) Other representational functions permitted by law.
- c. Except as authorized in Section 5, paragraph b., below, official time is prohibited for any activities performed by any Unit Employee relating to the internal business of the UNION including the solicitation of membership, elections of UNION officials, financial status (other than the required reports to Department of Labor), internal grievances, preparation for bargaining unit member meetings and the meetings themselves.
- d. The EMPLOYER will give consideration to making work schedule changes to permit UNION Officers and Stewards to attend official UNION Functions on non-duty time.
- e. The EMPLOYER will pay travel expenses when the EMPLOYER specifically requires the presence of a UNION representative in his/her capacity as UNION representative. In other instances UNION representatives may request, in advance, that payment of travel expenses be authorized by the EMPLOYER. The decision to approve payment of travel expenses is within the sole discretion of the EMPLOYER. When the EMPLOYER approves travel expenses, it will pay per diem and/or overtime only in accordance with applicable laws, rules, regulations and this agreement.

#### **SECTION 4. Approval of Official Time**

- a. After requesting and obtaining approval from their immediate supervisor, the officers and stewards of the UNION shall be authorized to use a reasonable amount of official time, which may include leaving their work areas (facility), without charge to leave or loss of pay, to perform representational duties required to administer the provisions of this agreement. The mission of the EMPLOYER must remain the first priority for coordinating time away from the area/facility.
- b. The immediate supervisor shall approve the request unless the representative's absence would cause a substantial disruption at that time. If the supervisor denies the request the PARTIES will arrive at a mutually agreeable time for departure, normally within 24 hours. The UNION representative will be given time to inform any Unit Employees involved in the delay.
- c. When the UNION representative needs to leave the work site and his or her supervisor is temporarily absent from the site, approval from the second or third-line supervisor is required.
- d. When a UNION representative leaves the work site for representational purposes, he or she will notify the supervisor of the general purpose of the absence, departure time, and anticipated return time. The UNION representative will notify his/her supervisor upon their return. Upon entering a work area other than his or her own to meet with a Unit Employee, the representative will advise the immediate supervisor of his or her presence, the Unit Employee to be contacted, and the estimated duration of the meeting.

#### **SECTION 5. Allocation of Official Time**

- a. The UNION President shall be authorized to use up to 30 hours of official time per pay period to perform representational activities. In the absence of the UNION President, the Vice-President shall be authorized to use up to 30 hours of official time per pay period to perform representational activities. The total hours to be used by all UNION Officers, Stewards, and other UNION officials, to include the allocations described for the UNION President and Vice President, will not exceed 500 hours per calendar year.
- b. The Secretary-Treasurer of the UNION shall be authorized to use up to two days per calendar year of official time to prepare Department of Labor reports.
- c. Requests for additional official time by the President or Secretary-Treasurer will be considered on a case-by-case basis.
- d. All other officers and stewards will be allowed to use a reasonable amount of official time for representational activities, as allocated in Section 5a above.
- e. Time for the following activities will not be charged to the amount of official time in Section 3.a. above, but will be made available to properly designated representatives, who would otherwise be in a duty status. Consistent with 5 USC 7131(a), and this Agreement, UNION representatives will be granted reasonable and necessary time to carry out the following functions:
  - (1) Term agreement bargaining in accordance with 5 USC 7131(a) and this Agreement, and any related third party proceedings;
  - (2) Mid-term bargaining on EMPLOYER-initiated or UNION-initiated changes in conditions of employment, and any related third party proceedings;
  - (3) Time derived from statutes authorizing official time for statutory appeal procedures, such as proceedings before the FLRA and the EEOC.
  - (4) EMPLOYER-initiated grievances;
  - (5) Attending meetings of the Labor-Management Relations Council;
  - (6) Travel time for any of the functions listed above.

**SECTION 6. Official Time for UNION Representative Training**

- a. Official Time not to exceed one hundred and twenty (120) hours in a twelve (12) month period will normally be granted to UNION for the purpose of receiving training when the training is not limited to UNION business, but includes general education in labor-management relations.
- b. If the UNION demonstrates that more than one hundred and twenty (120) hours per year are necessary for training, The EMPLOYER shall give serious consideration to granting additional administrative leave.
- c. Requests for such absences will normally be made at least thirty (30) calendar days, but not less than fourteen (14) days, in advance and will include complete information as to the subject matter of the training. It is understood by both PARTIES that work site requirements will be considered when requesting/approving official time for this type of training.
- d. If the training is mutually agreed upon, the EMPLOYER shall pay travel expenses.

**SECTION 7. Official Time Reporting**

If required by the EMPLOYER, all UNION officers and stewards must record official time spent in administering the Agreement or in other Labor-Management matters required by law and/or regulation. The following codes will be used for the reporting of Official Time:

- LRD – Dispute Resolution
- LRM – Mid-term Negotiations
- LRG – General
- LRT – Term Negotiations

**SECTION 8. Employment with the UNION**

Any Unit Employee elected or appointed to office in the UNION, at the AFGE District 7 level or National Office, which requires a part or all of his/her time, may be granted leave without pay (LWOP) by the EMPLOYER. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of appropriate application by such Unit Employee and approval by the EMPLOYER.

## **ARTICLE 10**

### **DUES WITHOLDING**

#### **SECTION 1. Payroll Deductions for UNION Dues**

The EMPLOYER agrees that payroll deductions for the payment of UNION dues will be made from the pay of Unit Employees covered by this Agreement who voluntarily request such deduction. In implementing the dues deduction program, the UNION will be governed by the provisions of this Article. The EMPLOYER agrees that the information as to which Unit Employees elected to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

#### **SECTION 2. Payroll Deductions Processing**

- a. Unit Employees may authorize the payment of labor organization dues to the UNION by voluntarily completing a Standard Form (SF) 1187 "Request for Payroll Deductions for Labor Organization Dues" or its equivalent. UNION members who desire to make an allotment for payment of dues will request such allotments by completing SF-1187. The UNION will make the forms available to Unit Employees.
- b. Completed allotment forms will be submitted to the UNION President or other authorized officer who will complete the certification portion of the form. The UNION, in turn, will forward the SF 1187 to the EMPLOYER Servicing Personnel Specialist (SPS). Dues normally will be withheld beginning with the first complete pay period following receipt of Standard Form 1187 by the SPS.
- c. All dues allotments will be processed by the PARTIES in a timely manner. The dues deduction allotment will be made at no cost to the UNION or the Unit Employee.
- d. If a dues allotment for a Unit Employee temporarily ceases because of a temporary assignment to a position not in the bargaining unit, their dues allotment will be reinstated upon transfer back into a bargaining unit position.
- e. The EMPLOYER will promptly notify the UNION when a Unit Employee on voluntary dues allotment becomes ineligible because they are no longer a member of the bargaining unit.

#### **SECTION 3. Payment and UNION Dues Deduction Report**

Payroll will provide a remittance and report for amounts withheld will be made to the UNION on a bi-weekly basis. The remittance will be a single check or electronic funds transfer for the total of the dues withheld and will be made payable to the UNION. Should there arise a problem with the remittance and reporting of UNION Dues, the EMPLOYER will work with the National Business Center to timely resolve the problem.

#### **SECTION 4. Dues Revocation**

- a. UNION members who have authorized UNION dues withholding may revoke their payroll deduction of dues once a year on the anniversary date of the pay date of the first withholding by submitting a SF 1188, "Cancellation of Payroll Deductions For Labor UNION Dues" or its equivalent to the UNION President or Treasurer. The UNION will make the forms available to the UNION members.

- b. Upon receipt of the properly completed SF 1188, the UNION President or Treasurer will certify the date the SF 1188 is given to the UNION. In order to be timely, the SF 1188 must be submitted to the UNION between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

**SECTION 5. Changes in Dues Deduction Amount**

The UNION will notify the EMPLOYER when the amount of regular dues changes at least three pay periods prior to the requested effective date.

## **ARTICLE 11**

### **SERVICES AND USE OF OFFICIAL FACILITIES**

#### **SECTION 1. Local UNION Office Space**

- a. Space for a permanent UNION office suitable for UNION representational purposes will be provided to the UNION. The size, furnishings, and decor will be commensurate with other administrative offices within the facility and will permit effective completion of UNION business related to its representational responsibilities.
- b. The location of the UNION Office will be easily accessible to Unit Employees and will provide a confidential and secure location for Unit Employees to meet privately with UNION representatives.
- c. The UNION office will be equipped with adequate telephone lines for internal calls, long-distance calls and fax capabilities, as well as lines that provide to use the Internet and the EMPLOYER'S Intranet System.

#### **SECTION 2. Telephone**

The EMPLOYER will make internal telephones and long-distance service available to the UNION for handling representational duties and conducting labor-management relations. The UNION will use long distance services in a reasonable, prudent, and cost-conscious manner.

#### **SECTION 3. Equipment**

- a. The EMPLOYER will provide or make available to the UNION office the following:
  - (1) Fax machine,
  - (2) A computer and printer with standard software, programs, and capabilities compatible with the EMPLOYER's technology and subject to the same security requirements, and
- b. The EMPLOYER agrees to allow the UNION access to photocopiers, maintenance, and other customary and routine services and equipment. Copy jobs from one set of originals of more than 100 pages of output must receive EMPLOYER approval.
- c. The UNION shall be provided upgrades in technology as are offered to other GLSC office elements.

#### **SECTION 4. Meeting Space**

- a. The EMPLOYER agrees to allow the UNION access to conference rooms for discussions between Unit Employees and UNION representatives scheduling will be in accordance with Center policy.
- b. Upon written request of the UNION, the EMPLOYER will provide the UNION with use of suitable space for meetings during non-duty hours of Unit Employees. The UNION will make every attempt to schedule the use of the rooms as far in advance as possible. The UNION will adhere to all security and housekeeping requirements when using the rooms.

## **SECTION 5. Bulletin Boards**

The UNION will be provided bulletin boards in areas normally used for communicating to Unit Employees.

## **SECTION 6. Interoffice Mail and E-Mail System**

The UNION and its representatives may use the interoffice mail and e-mail system for regular representational communications (e.g., grievances correspondence or memos to the EMPLOYER).

## **SECTION 7. Metered Mail**

Consistent with postal regulations, the UNION shall have use of the EMPLOYER metered mail limited to representational matters. It is agreed that mass mailings are inappropriate under this Section.

## **SECTION 8. Distribution of UNION Publications**

Official publications of the UNION may be distributed by UNION representatives during non-duty time when the distribution does not interfere with the mission of the EMPLOYER. Information transmitted or distributed must be informational in nature and must not make unsubstantiated accusations or defame any individual or the EMPLOYER.

## **SECTION 9. Transportation**

Where travel to another location within the jurisdiction of the UNION is necessary for representation activities, the UNION will be provided transportation on an as-available basis. Only UNION representatives who are government Unit Employees may drive the government vehicle.

## **SECTION 10. Membership Drives**

The EMPLOYER will provide adequate facilities for UNION membership drives at a location that will provide access to Unit Employees during lunch periods, subject to advance approval, and in accordance with all applicable laws and regulations.

## **SECTION 11. New Unit Employee Orientation**

If new Unit Employee orientation is held by the EMPLOYER, the UNION will be provided fifteen (15) minutes to address the Unit Employees during those sessions on the history, structure, role, and miscellaneous benefits offered by the UNION. The UNION representative conducting the orientation will be on official time.

## **SECTION 12. Committees**

The UNION will be given the opportunity to appoint a member to all GLSC Unit Employee-related committees that exist or are created that deal with working conditions of Unit Employees, such as the Safety Committee, the Rewarding Environment Committee, and the Leadership Team.

## **SECTION 13. Bargaining Unit Member Information**

The EMPLOYER agrees to annually provide the UNION with an alphabetical list and organizational chart that includes all GLSC Unit Employees. The organization chart will include the name, classification

title, series and grade, and FLSA indicator for each Unit Employee. The EMPLOYER will provide listings of changes to the composition of the bargaining unit, if any, on a quarterly basis, including new hires, changes in employment status, resignations or retirements of Unit Employees.

#### **SECTION 14. Studies and Surveys**

The EMPLOYER will notify the UNION of any studies or surveys in which bargaining Unit Employees will participate and that may result in an impact on their conditions of employment. The UNION will be provided a copy of the results or any report produced in the same format as that received by the EMPLOYER. The EMPLOYER will provide the results or any report to the UNION within ten (10) workdays of receipt.

## ARTICLE 12

### POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

#### SECTION 1. Position Descriptions

- a. Each Unit Employee will be provided a copy of a position description recording the major duties and responsibilities of his/her position. Each Unit Employee is entitled to a complete and accurate position description, i.e., the principal duties, and supervisory relationships of the position are clearly and definitively described, to provide information necessary to properly classify the position as to title, series, and grade.
- b. To the maximum extent possible, the phrase "other duties as assigned" shall not be used to regularly assign work to a Unit Employee that is not reasonably related to his/her position description. Work assignments shall normally reflect the grade level, classification, and performance required of a Unit Employee.
- c. Job descriptions will be kept current and accurate, and positions will be classified properly. Unit Employees shall be properly graded and compensated for duties performed on a regular and recurring basis. Changes to a position will be incorporated in the position description to assure that the position is correctly classified to the proper title, series, and grade.
- d. A Unit Employee will be notified whenever his/her position is to be audited. Such notification shall include the Unit Employee's right to seek the advice of a UNION representative prior to the audit. As part of the audit process, the Unit Employee may make a written presentation to the classifier concerning the duties and responsibilities of his/her position.

#### SECTION 2. Position Classification and Appeals

Unit Employees are free to appeal the classification of their positions at any time without fear of reprisal or prejudice. The appeal choices available to Unit Employees depend on whether Unit Employees are in the General Schedule (GS) or the Federal Wage System (FWS). GS Unit Employees may appeal directly to the USGS Headquarters Human Resources Office or to the DOI Office of Human Resources, but not to both. If dissatisfied with the findings, Unit Employees may file a subsequent appeal to the Office of Personnel Management (OPM). GS Unit Employees may appeal directly to the OPM, thereby bypassing the bureau or DOI process. However, the OPM appeal finding is binding and Unit Employees have no further appeal options. Federal Wage System Unit Employees must first appeal to the USGS or the DOI, but not to both. Then, if they are dissatisfied with that decision, they may appeal to OPM.

## **ARTICLE 13**

### **PERFORMANCE MANAGEMENT AND APPRAISAL**

#### **SECTION 1. Introduction, Overview, and Policy**

- a. In accordance with 5 CFR 430.102, Performance management is the systematic process by which an EMPLOYER involves its Unit Employees, as individuals and members of a group, in improving organizational effectiveness in the accomplishment of GLSC missions and goals.
- b. The EMPLOYER and the UNION are committed to providing quality public service. The PARTIES agree that accomplishment of the EMPLOYER'S mission should be achieved in an environment that recognizes the value of its Unit Employees and the importance of teamwork.
- c. The performance management system for Unit Employees, in its entirety and its application, will be fair, equitable, reasonable, and related to the Unit Employee's position description.

#### **SECTION 2. Purpose**

- a. The purpose of the performance appraisal system agreed to in this article is to provide a framework for honest feedback and open, two-way communications between Unit Employees and their supervisors. The system focuses on contributions within the scope of the Unit Employee's job description in achievement of the EMPLOYER's overall service mission. The main emphasis of this system is day-to-day interaction among Unit Employees and supervisors.
- b. The appraisal system will not:
  - (1) Be used as a disciplinary tool;
  - (2) Foster individual competition. It will encourage unit and group achievement of the GLSC's Mission;
  - (3) Be punitive, adversarial or overly labor-intensive.
- c. The EMPLOYER will not prescribe a distribution of levels of ratings for Unit Employees covered by this Agreement. Each Unit Employee's performance will be judged solely against his/her performance standards.

#### **SECTION 3. Definitions and Components of Unit Employee Performance Plans**

- a. Annual Performance Rating - is a written record of the appraisal of each critical job element and the overall performance rating. Annual ratings are prescheduled ratings of record and are generally issued once a year. Ratings of record serve as the official documentation for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reductions in force, and adverse performance based actions, absent acceptable substitutes in accordance with Government-wide laws and regulations. These ratings are based upon summary level ratings, i.e., an overall rating of Unit Employee performance.
- b. Appraisal - the act or process of reviewing and evaluating the performance of a Unit Employee against the described performance standard(s).
- c. Critical Job Element - a component of a Unit Employee's job that is of sufficient importance that performance below the minimum standard established by the

EMPLOYER would result in unacceptable performance in the Unit Employee's position.

- d. Performance Standards - the expressed measure of the level of achievement established by the EMPLOYER for the duties and responsibilities of a position or group of positions.
- e. Performance Appraisal - the EMPLOYER'S written assessment of a Unit Employee's work performance for purposes of all personnel actions, including, for example, ratings of record (including annual appraisals), summary departure ratings, departure appraisals, promotion appraisals, and revalidated appraisals.

#### **SECTION 4. Communications and Feedback**

- a. Feedback. The objectives of the Performance Management System are met through regular feedback. Informal discussions are a standard part of supervision and should occur throughout an appraisal period. Discussions may be initiated by the supervisor or Unit Employee. Discussions may be held one-on-one or between a supervisor and a work group.
- b. Discussions should be a candid, forthright dialogue between the supervisor and Unit Employee(s) aimed at improving the work process or product. The discussion will provide the time and opportunity to assess accomplishments and progress and to identify and resolve any problems in the Unit Employee's or work team's work product.
- c. As a minimum, the Performance Management System shall include:
  - (1) Initial Counseling – Supervisor and Unit Employee meet within thirty (30) days of the start of the performance appraisal period to discuss, clarify and communicate the Unit Employee's job responsibilities. The purpose is to provide a clear and mutual understanding of the duties and responsibilities contained in the Unit Employee's position description (PD) and performance plan. Counseling sessions may also include a discussion on any proposed training (which may be on-the-job training) and other development of the Unit Employee.
  - (2) Midpoint Counseling – Supervisor and Unit Employee meet at the midpoint of the appraisal period and discuss performance to that point and any improvements or adjustments that are necessary. When requested, Unit Employees shall be advised either orally or in writing of how they can exceed published performance standards. Changes to the performance plan deemed necessary shall be made and initialed. Copies of the standard shall be provided to the Supervisor and Unit Employee.
- d. Each Unit Employee will receive a performance management counseling annually, at the beginning of the appraisal period or upon entering duty in a position with the GLSC. The supervisor will assure that the Unit Employee has an up-to-date position description and will initiate a dialogue with the Unit Employee to discuss the Unit Employee's duties and responsibilities in relation to the EMPLOYER'S mission.

#### **SECTION 5. Procedures for Developing a Performance Plan**

- a. Each Unit Employee will have the option to participate with the rating official in the development of his or her performance plan. Rating officials and Unit Employees are expected to communicate to the extent necessary to ensure common understanding of the meaning of Critical Results. The supervisor (rating official) will make the final determination as to the contents of the performance plan.
- b. All critical elements to be used for performance appraisal will be directly related to the Unit Employee's Position Description. These critical elements will be annotated on a

written performance plan, and presented to and discussed with the Unit Employee during the orientation session.

- c. The EMPLOYER will inform the Unit Employee, at the time the critical job elements and standards are communicated, whether any aspects of any critical job elements are to be accorded different weights.
- d. The critical job duties and responsibilities communicated will be consistent for standard (or like) positions to the maximum extent feasible. Variations from the standard or like position will be based on real differences in the job.
- e. The performance plan is in effect on the date it was signed or given to the Unit Employee. If the Unit Employee chooses not to sign, the rating official will document the date the plan was given to the Unit Employee. Each Unit Employee shall be provided a copy of his or her performance plan on the effective date. Unit Employees cannot be evaluated against the plan until the plan is in effect.
- f. The rating period is 1 October to 30 September. A performance plan must be prepared within sixty (60) days after the beginning of the rating period, or within sixty (60) days after the Unit Employee has a significant change in critical result (for example, by reassignment to a position with different duties).

#### **SECTION 6. Performance Appraisals**

- a. Appraisals shall be prepared annually. The appraisal shall be prepared and a copy provided to the Unit Employee within sixty (60) days of the close of each Unit Employee's appraisal period.
- b. Unit Employees must work under a performance plan for at least ninety (90) days in order to be rated. The Unit Employee is responsible for making the rating official aware of any work-related factors outside the control of the Unit Employee which impaired achievement of the critical result(s) such as malfunctioning equipment, unpredicted additional work assignments, or any other unforeseen circumstances. The rating official may indicate "Not Rated" for the appropriate critical result(s) for work not assigned or not completed through no fault of the Unit Employee.
- c. The rating official agrees to solicit Unit Employee input before drafting annual performance appraisals. Unit Employees are encouraged to provide input as a means to ensure the rating official is fully aware of the accomplishments and contributions made by the Unit Employee during the performance appraisal period.
- d. Unit Employees will receive their performance appraisal (signed by the rating official and, if required by the Departmental Performance Management System, the reviewing official) at the official performance appraisal interview. Any records used to support the rating will be attached to the appraisal. At that time, the Unit Employee shall be asked to sign that he or she has received the rating (the Unit Employee is signifying only that he or she has received a copy, not that he or she agrees or disagrees with the rating). Unit Employees may add comments and supporting documentation to their official performance ratings.
- e. Unit Employees who receive an Unsatisfactory summary rating will be provided assistance in accordance with Section 9, Performance Assistance, below, before the EMPLOYER can propose a performance based action.
- f. The EMPLOYER will not ask Unit Employees to backdate performance appraisals or work plans.

## **SECTION 7. Uses of the Performance Appraisal System**

- a. The performance appraisal system is used for determining a Unit Employee's performance rating. It is also the basis for making certain personnel-related decisions including:
  - (1) Within-Grade Increases - A Unit Employee who has attained a rating of at least "Successful," has achieved an "acceptable level of competency," and will be entitled to appropriate within-grade increases.
  - (2) The rating of record will be used in consideration of appropriate awards, promotions, and other personnel actions.
  - (3) This performance rating will be considered in making determinations regarding reductions-in-force (RIF's) by the EMPLOYER in accordance with RIF Article of this agreement.

## **SECTION 8. Performance Improvement Plan (PIP)**

- a. If the supervisor determines that the Unit Employee is not successfully performing his/her job duties, the EMPLOYER agrees that the supervisor shall notify the Unit Employee in writing. The PIP will identify the Unit Employee's performance deficiencies, the successful level of performance, the action(s) that must be taken by the Unit Employee to improve to the successful level of performance, and any provisions for counseling, training, or other appropriate assistance. The goal of this PIP is to return the Unit Employee to successful performance as soon as possible.
- b. A reasonable period of not less than ninety (90) calendar days under a PIP will be given for the Unit Employee to achieve successful performance.
- c. At any time during the PIP period, the supervisor may conclude that the Unit Employee's performance has improved to the Successful level and the PIP can be terminated. In that event, the supervisor will notify the Unit Employee in writing, terminate the PIP, and evaluate the Unit Employee as successful, if appropriate.

## **SECTION 9. Performance-Based Actions**

- a. Should all remedial action fail and the Unit Employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the Unit Employee. One of the following actions will be taken: reassignment to another position at the same grade, reduction to the next lower appropriate grade, or removal.
- b. A Unit Employee who is reassigned or demoted to a position at a lower grade will receive written counseling of his or her standing after 90 calendar days in the new position.
- c. A Unit Employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
  - (1) Thirty (30) calendar days' advance written notice of the proposed action which identifies the specific basis for the proposed action including specific instances of unacceptable performance and;
  - (2) A reasonable time, usually not to exceed fifteen (15) calendar days, to answer orally and in writing;
  - (3) Requests for extensions by the Unit Employee to respond will be given due considerations.
- d. The written decision to retain, reduce in grade, or remove a Unit Employee will normally be made within thirty (30) calendar days after the date of expiration of the notice period.

- e. If the decision is to reduce in grade or remove, the Unit Employee will be given a written decision which:
  - (1) Specifies directly or by reference the instances of unacceptable performance on which the decision is based and
  - (2) Specifies the effective date, the action to be taken, and the Unit Employee's right to appeal the decision.
- f. A Unit Employee may file a statutory appeal or complaint, or file a grievance in accordance with Article on Grievances. Grievances concerning reductions in grade or removal will be filed at the 2d Step. The choice of appeal forum is irrevocable.

#### **SECTION 10. Medical Conditions**

- a. If the Unit Employee wishes the EMPLOYER to consider any medical condition which may contribute to a performance problem, the Unit Employee may furnish medical documentation of the condition during the time period for reply (5 CFR 432.105). At the time a decision is rendered, the EMPLOYER will provide the Unit Employee with information about disability retirement, if the Unit Employee has the requisite years of service (5 CFR 752.404). A Unit Employee's application for disability retirement shall not preclude or delay any other appropriate personnel action except for removal. When the proposed action is removal, the EMPLOYER agrees to extend the proposal notice period up to the amount of time equal to the Unit Employee's sick leave balance if the Unit Employee provides evidence of application for disability retirement within the initial thirty (30) day notice period. The extended period may include any period of leave for which the Unit Employee receives through approved leave share donations.
- b. The Unit Employee will be placed on sick leave/donated leave during the extension. In no case will the extended notice period go beyond the OPM decision on the application for disability retirement. If approved, the Unit Employee must effect his/her retirement within two (2) weeks or the period ends. If disapproved, the extended proposal period will end two (2) weeks after the date of the disapproval.

#### **SECTION 11. Within-Grade Increases**

A within grade increase (WGI) will be granted to a Unit Employee if his/her performance is at an acceptable level of competence (ALOC), he/she has completed the required waiting period, and has not received an equivalent increase during the waiting period. To be determined at an ALOC, the Unit Employee's most recent rating of record, as documented on the Unit Employee Performance Appraisal Form (Form DI 2002), must be at the Fully Successful level or above (5 CFR 531.404(a)). The rating of record used as the basis for an ALOC determination must have been assigned no earlier than the most recently completed appraisal period (5 CFR 531.404(a)(2)).

Unit Employees whose current performance appraisal is Fully Successful, or above, may be granted a WGI without further documentation. The Unit Employee will receive a Standard Form 50, Notification of Personnel Action, documenting the granting of the WGI.

## ARTICLE 14

### TRAINING AND CAREER DEVELOPMENT

#### SECTION 1. Purpose and Intent

The PARTIES recognize the value of a well trained work force and the need for a well planned and executed Unit Employee development program. The PARTIES agree that training efforts are to be aimed at improving job performance, providing for career development opportunities, and meeting the needs created by evolving technologies, changes in mission requirements or positions, and any special work-related needs of the Unit Employees.

#### SECTION 2. EMPLOYER'S Role

The EMPLOYER agrees to administer a training and Unit Employee development program, supported by mission needs, that addresses immediate and long-range individual and organizational training requirements, and provides for the systematic identification of those needs in conjunction with the performance appraisal process. The EMPLOYER is committed to a long-term and continuous program to maintain and enhance the skills of the workforce through training and career development opportunities. The objectives of this program include, but are not limited to:

- a. Improvement of the performance of official duties as necessary in the Unit Employees' present positions;
- b. Continuous development of Unit Employee knowledge, skill and ability to meet changes in organizational policy, mission, technology, structure, and equipment to build competency and maintain "state-of-the-art" specialized proficiencies;
- c. Support planned career ladder and upward mobility programs, as the long-term work exists, for Unit Employees at the GS-9 level and below through appropriate development mechanisms;
- d. Providing assistance, within funding limitations and supported by work and mission needs, for Unit Employees adversely affected as a result of reorganizations, RIFs or personal disability to the extent allowable by law and regulations and within budget restraints;
- e. Providing diversity training to create a workforce that capitalizes on the strengths of cultural diversity;
- f. Providing specialized training, as mandated or necessary, in areas such as ethics, time-keeping, travel processing, alternative dispute resolution, etc.; and

#### SECTION 3. Unit Employee's Role

As a part of the performance appraisal process each Unit Employee will make known to his/her supervisor any training and/or development needs which the Unit Employee proposes for the upcoming performance year. This information should include training and development the Unit Employee believes would improve his/her ability to perform their current duties, to develop competencies required to meet the future needs of the organization, and any career development assistance the Unit Employee would like to receive from the EMPLOYER.

Unit Employees are responsible for the following:

- a. Obtaining necessary approvals for requested training as far in advance of the course as is possible;
- b. Assuring that workload requirements are met in advance of scheduled training so that the absence from the worksite does not adversely affect mission accomplishment;
- c. Using the resulting knowledge, skill and/or ability obtained to the maximum extent possible in the performance of their duties, and sharing as appropriate with co-workers, supervisors and customers where process and/or overall performance improvement will result; and,
- d. Notifying the supervisor promptly in the event attendance at an approved training class, conference or symposium will not be possible so that the EMPLOYER may make maximum benefit of the opportunity and expenditure of funds by meeting refund deadlines or sending another Unit Employee.

#### **SECTION 4. Training Announcements**

The EMPLOYER will maintain and make available current information on training sources and courses available to Unit Employees. Unit Employee input into identifying possible sources of training is encouraged.

#### **SECTION 5. Equal Opportunity**

Selection and approval for training will be accomplished in accordance with the DOI Zero Tolerance of Discrimination policy. Unit Employees who were denied training based on budget constraint and/or work priorities shall be afforded first consideration for subsequent offerings, based on work needs. The EMPLOYER agrees to provide reasonable accommodation, as determined by the EMPLOYER, for Unit Employees with special requirements, such as sign language interpreter(s) from a qualified source, accessibility for wheel chair users, appropriate lighting, etc.

#### **SECTION 6. Unit Employee Self Development**

The EMPLOYER encourages all Unit Employees to enroll in educational and developmental programs on their own time and in pursuit of their own interests. To the extent that such efforts are related to the mission and functions of the EMPLOYER and meet applicable provisions of law and regulations, the EMPLOYER agrees to provide assistance to the Unit Employee such as work schedule adjustments to the fullest extent possible and within budget constraints.

#### **SECTION 7. Scheduling**

The EMPLOYER agrees to schedule training, meetings, seminars, and conferences during normal business hours (8:00 a.m. - 4:30 p.m.) and/or within core hours as appropriate to the fullest extent possible.

#### **SECTION 8. Expenses**

The EMPLOYER agrees to extend every possible consideration to the reimbursement of expenses incurred by a Unit Employee in attendance at officially authorized and approved training, meetings, conferences, after-hours self development courses where appropriate and in compliance with law, etc. When the EMPLOYER approves the reimbursement of tuition for non-government training, the EMPLOYER is not required to include the cost of text books, but will consider doing so.

## **SECTION 9 Use of Equipment and Records**

Unit Employees who are attending officially authorized and approved training courses may use EMPLOYER academic aids such as calculators, computer equipment and printers in support of their training. The equipment will be used on site and during non-duty hours. Unit Employees must coordinate the use of specific equipment and the timing of such use with their immediate supervisor. The EMPLOYER agrees to keep appropriate training records on each Unit Employee.

## ARTICLE 15

### UPWARD MOBILITY

#### SECTION 1. Purpose and Intent

- a. The Purpose of the EMPLOYER'S Upward Mobility Program is to provide training, career development, and growth opportunities to underutilized or underdeveloped Department of Interior and/or USGS Unit Employees in positions that are at the GS-9 level or below (or equivalent wage grade) and have a career ladder of GS-10 or below (or equivalent wage grade). Through this program, eligible Unit Employees may apply for entry training positions. If selected, they are placed in the entry position and receive training specifically designed to qualify them for the target position at the completion of the training period.
- b. Where continuing funded work is necessary and available, the EMPLOYER agrees to make reasonable efforts to identify appropriate vacancies as development positions under the provisions of applicable laws and regulations, including 5 CFR 410, or as career ladders under the merit promotion system, and to provide the necessary training and development to ensure the incumbent has a full and fair opportunity for successful performance.

#### SECTION 2. Definitions

- a. Qualification Standards Handbook – The Office of Personnel Management prescribes the qualifications necessary for General Schedule competitive service positions throughout the Federal Government. (Note: A person selected for a position in the competitive service must meet the standards unless waived under a program such as Upward Mobility.)
- b. Potential: A Unit Employee's ability or aptitude to acquire and use the necessary skills and knowledge for successful performance of higher level work, specifically in Upward Mobility target positions.
- c. Entry Level Position: The position for which the Unit Employee applies for and will be placed during the training period.
- d. Target Position: The position for which the trainee is developed and will be reassigned or promoted upon successful completion of the training period.
- e. Upward Mobility Training Plan: Identifies the on-the-job developmental assignments, formal education, and training that the Unit Employee must complete to fully qualify for the target position at the end of the training period.
- f. Full Performance Level – Journeyman Level: The highest grade in the career ladder of the position as currently classified.
- g. Underutilized Unit Employee – A Unit Employee whose present education, training, and capabilities are not fully utilized in the current position.
- h. Underdeveloped Position – A Unit Employee whose talent and potential can be identified and developed through specialized training and work experience.

#### SECTION 3. Qualification Requirements

- a. Under the Upward Mobility Program, applicants are only required to meet the positive education and selective factor requirements for the occupational series as specified in the vacancy announcement. Applicants do not have to meet the complete OPM general and

specialized experience qualification requirements. The training and/or education received through this program will be tailored to help the applicant to fully meet the requirements (or, in the case of a bridge position, the positive education requirements) needed to qualify for the target position.

- b. Unit Employees may not be promoted into Upward Mobility positions. They must apply for lateral reassignments or change to lower grades in order to be considered for these opportunities. A Unit Employee selected at a lower grade level than the position they currently hold are entitled to pay retention if their existing salary cannot be accommodated within the salary range of the lower grade.
- c. For purposes of qualifying for the target position, 1 month of training received while in the Upward Mobility Program may equal 2 months of experience.

#### **SECTION 4. Applications and Selection Process**

- a. Upward Mobility positions may be designated in a wide range of occupational fields, with promotion potential depending on the full performance level of the position, both in one-grade and two-grade interval series and in either the General Schedule (GS) or Federal Wage Systems (FWS).
- b. Vacancy Announcements for each Upward Mobility job opportunity will be made available to Unit Employees in the same manner as Merit Promotion Announcements. Vacancy Announcements will include a brief description of the Upward Mobility Program; the title, series, and grade of the entry position (and bridge position, if applicable), the target position, and the career ladder; and the eligibility requirements.
- c. To apply for the Upward Mobility Program, interested Unit Employees must submit an application in accordance with the application guidelines provided in the vacancy announcement.
- d. Applicants will be rated based on their responses to the job related task statements/questions included in the vacancy announcement which are designed to measure an applicant's potential and ability to acquire the necessary skills.
- e. Recruitment methods and selection will be based solely on merit after fair and open competition, and will be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying disability, sexual orientation, age or any other non-merit reasons.
- f. Applicants will be notified in writing as to the status of their application.

#### **SECTION 5. Upward Mobility Training Plan**

- a. Within 30 days of the selection and before the Unit Employee can be placed in the Upward Mobility Program, a formal training plan must be developed. The trainee and the supervisor, with assistance from the Office of Employee Development Liaison, will develop the training plan that identifies specific on-the-job training, developmental assignments, formal education when applicable, and other training designed to enable the trainee to fully meet OPM's qualification requirements for the target position. The training plan focuses on the differences between the qualifications the trainee brings to the Program and the qualifications needed to fully qualify for the target position. The trainee may participate in rotational training assignments in other offices and/or formal training courses either during work hours or after hours, dependent on the developmental needs as indicated in the training plan.
- b. The length of the training plan depends on the background of the trainee. The maximum length of the training plan is 2 years; however, through consultation with the Human

Resources Office, the training period may be extended in individual cases where special circumstances warrant a waiver.

- c. On a quarterly basis the supervisor evaluates the trainee's performance, progress, and training and documents such on the performance plan or as an attachment to the performance plan.

#### **SECTION 6. Completion/Termination of the Training Plan**

- a. Unit Employees who are serving under an Upward Mobility Program position are ineligible for any other Upward Mobility position until they meet all conditions of their training plan.
- b. Upon successful completion of the Program, the trainee may be reassigned or promoted to the target position provided the OPM qualification requirements are met. At this point, the Unit Employee is no longer in the Upward Mobility Program. If the target position has a career ladder, the Unit Employee may then be promoted non-competitively to the next grade in the career ladder when eligible up to the highest grade level of the career ladder.
- c. Trainees who fail to meet the established criteria for satisfactory performance will be removed from the program and will be placed in a position equivalent in grade and tenure to the position held before selection into the Program. For those trainees who volunteered change to a lower grade to participate in the Program, all efforts will be made to re-promote the trainee to a position equivalent in grade and tenure to the one held prior to entering the program, if such a vacant position is available. If an equivalent position is unavailable, the Unit Employee will be reassigned to a position at the lower grade. The EMPLOYER is responsible for locating an appropriate position when the trainee is removed from the program for unsuccessful performance.
- d. Upon successful completion of the training program, the EMPLOYER will make a final summary evaluation of the achievements and performance of the trainee. The final evaluation must support a promotion to the target position.
- e. Upon completion of the training under this agreement, and subject to the needs and resources of the EMPLOYER and the potential of the Unit Employee, a strong effort should be made to provide additional training so that these Unit Employees can enhance opportunities in their chosen fields of work. However, further career development of program participants beyond the target position will follow normal Merit Promotion Plan procedures.

#### **SECTION 7. Responsible PARTIES**

- a. EMPLOYER: Oversee and administer the program, and provide reports to the UNION annually on level of activity such as number of trainee positions filled and number of promotions through the program;
- b. Supervisors and Managers: Ensure that equal employment opportunity policies are fully applied and that the program is used to the maximum extent practicable.
- c. UNION: Review reports, and suggest positions in which the program could be beneficial.

## ARTICLE 16

### MERIT PROMOTION AND PLACEMENT

#### SECTION 1. Purpose and Scope

This article is applicable to all promotions, referrals and selections to positions within the bargaining unit.

#### SECTION 2. Policy

- a. Management has the right to fill positions through competitive promotion procedures or from any other appropriate source including but not limited to reinstatement, transfer, reassignment, etc. The right to select also includes the right to non-select unless promotion program violations have occurred. The EMPLOYER agrees to adhere to published OPM and agency procedures when positions are to be filled by promotion from within the Unit. The UNION and the EMPLOYER recognize that discrimination, favoritism and/or pre-selection in the Merit Promotion procedure is detrimental to the unit and shall not occur.
- b. The EMPLOYER agrees that all competitive actions to positions within the bargaining unit will be based on merit and will be made fairly and equitably in accordance with the applicable law and regulations in order to ensure selection from among the best qualified candidates. The EMPLOYER will give full and fair consideration to bargaining Unit Employees.
- c. The EMPLOYER agrees to strive to achieve a culturally diverse workforce which demonstrates a commitment to DOI/USGS diversity goals by improving gender, ethnic, racial and disability composition of the organization's work force.
- d. A promotion is the action taken when a Unit Employee is changed to a higher grade level within the same job class system and pay schedule, or to a position with a higher representative rate of basic pay in a different job classification system and pay schedule.
- e. Unit employees may also obtain consideration for a reassignment or a change to a lower grade by applying for specific positions described in competitive job vacancy announcements. The Unit Employee must agree in writing that accepting this position may result in a lower pay status.
- f. Unit Employees within a career ladder who have received a "Fully Successful" or better rating on their most recent performance appraisal will normally be promoted to the next grade in the ladder when work is available at the higher grade level on a continuous basis and they have:
  - (1) Met time-in-grade requirements and,
  - (2) Demonstrated the ability to assume responsibility and perform at the higher grade.
- g. A promotion resulting from a Unit Employee's position being reclassified at a higher grade (with no further promotion potential) because of additional duties and responsibilities, is commonly known as accretion of duties. The noncompetitive upgrade requires the Unit Employee to continue to perform the same basic function in the new position that is a clear successor to and absorbs the duties of the old position. In addition, there are no other Unit Employees within the organizational unit to whom the additional duties and responsibilities could have been assigned.

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

- a. All vacancies which are subject to competitive promotion procedures shall be publicized by means of posting job vacancy announcements on USAJOBS.
- b. When a position within the bargaining unit is to be filled under competitive promotion procedures, the job vacancy announcement shall identify the type of appointment, job title, occupation series, grade, organizational and geographical location, area of consideration, job duties and responsibilities, qualification requirements, selective placement factors, and evaluation methods to be used.
- c. If a position within the bargaining unit is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.
- d. If the EMPLOYER requires a test to be taken to qualify for a position (within GLSC) announced under the Merit Promotion program, the qualifying requirement will be published in the job vacancy announcement. Unit Employees will not be required to take leave for the purpose of taking such tests.
- e. Unit Employees who are absent for legitimate reasons (detail, leave, training, military service) shall receive appropriate notice from the EMPLOYER for positions for which they indicated to their supervisor, in writing, prior to departure that they wish to receive consideration. The Unit Employee must provide the EMPLOYER contact information where the Unit Employee can be reached.

### **SECTION 4. Area of Consideration**

When a position in the bargaining unit is to be filled using competitive merit promotion procedures, management has determined that the area of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the type and grade level of the position to be filled. The minimum area of consideration is the area in which the EMPLOYER should reasonably expect to locate highly qualified Unit Employees to fill a vacant position. The EMPLOYER has determined that the minimum area of consideration will be no smaller than bargaining unit-wide.

### **SECTION 5. Selections**

Nothing in this Article shall affect the authority of the EMPLOYER, with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source. Normally, the order of consideration for filling vacancies which are announced under competitive Merit Promotion procedures in the absence of individuals with priority placement rights, will be as follows:

- a. Eligibles entitled to priority consideration or repromotion consideration;
- b. Qualified applicants filing under the job vacancy announcement and candidates from any other appropriate source, receiving concurrent consideration such as reinstatement or transfer eligibles, OPM Certificate of Eligibles, and Veterans Readjustment Act (VRA) eligibles.

### **SECTION 6. Evaluation Procedures**

- a. All applications for positions announced in the bargaining unit which are submitted in accordance with applicable procedures and which meet minimum qualifications for the position are rated as qualified.

- b. Each qualified applicant's knowledge, skills, and abilities (KSAs) will be further evaluated against the job elements required by the position to identify those best qualified candidates.
- c. Evaluation procedures will be based on multiple assessment measures such as experience, education, training, awards, and annual performance appraisal to the extent relevant to the position being filled.
- d. Assessment criteria used to evaluate candidates must be fair, job related, and applied equitably.
- e. Rating criteria shall not be tailored to fit a certain Unit Employee or applicant.
- f. No candidate may be eliminated from consideration on the basis of qualifications criteria not specified in the job vacancy announcement.
- g. No Unit Employee shall be denied the right to apply for and be evaluated for a position in the bargaining unit which has been announced competitively as long as that Unit Employee is within the announced area of consideration and applies by the closing date of announcement.

#### **SECTION 7. Merit Promotion Procedures**

- a. Qualifications of bargaining unit applicants will be evaluated against the requirements of the position, and each qualified applicant will be evaluated against the requirements of the position, and each qualified applicant will be placed in one of the following groups: Merit Promotion Eligible or Other Eligible, and then referred for selection consideration. Candidates referred to the selection official for consideration will be listed in alphabetical order on the Selection Register.
- b. If the EMPLOYER elects to convene a panel, they shall identify one or more subject matter expert(s) who will evaluate the applicants. No supervisor or other Unit Employee shall in any way attempt to improperly or unfairly influence the panel in the administration of their duties and responsibilities. Selection of Unit Employees for promotion shall be in accordance with merit system principles. The EMPLOYER will use special care to prevent nepotism or prohibited personnel practices from entering into the selection of Unit Employees for promotion.

#### **SECTION 8. Non-selection**

Notices of non-selection will be sent to unsuccessful applicants following the selection of a Unit Employee. Upon request by a Unit Employee, the EMPLOYER will provide feedback regarding non-selection.

#### **SECTION 9. Re-promotion**

Unit Employees demoted through no fault of their own, such as by Reduction-In-Force (RIF), while serving under a career or career-conditional appointment are entitled to special consideration for re-promotion to positions for which they qualify. Unit Employees must apply through the merit promotion procedures using the prescribed form and identify themselves as re-promotion candidates. However, it is understood by the PARTIES that:

- a. Careful and serious consideration will be given to such Unit Employees; and
- b. There is no absolute guarantee of re-promotion as a result of this special consideration.

## **SECTION 10. Grievances**

It is understood by the PARTIES that a Unit Employee cannot grieve non-selection for promotion from a properly constituted referral list. However, a Unit Employee can file a grievance if he/she believes that a referral list was not properly constituted and he/she was erroneously excluded from the referral list. The grievance must be filed in accordance with Article 24.

## **SECTION 11. UNION Review of Competitive Actions**

The UNION will be permitted as necessary to conduct a review of the merit promotion file for a bargaining unit position in accordance with 5 U.S.C. 7114(b)(4) and the appropriate provisions of the Privacy Act and Article 4. The UNION will provide the Bureau personnel office with the name of the UNION representative who is responsible for conducting the review and reason for the review on a case-by-case basis. The representative designated to conduct the review will not have been an applicant for the promotion file being reviewed, nor eligible for similar positions.

## **ARTICLE 17**

### **REASSIGNMENT AND TEMPORARY PROMOTIONS/DETAILS**

#### **SECTION 1. Purpose and Intent**

The purpose of this Article is to achieve fair and equitable distribution of opportunities for reassignments or advancements including details and temporary promotions. Both PARTIES recognize the EMPLOYER'S right to noncompetitively reassign personnel. However, where practical the following procedure will apply.

#### **SECTION 2. Reassignments**

- a. Reassignment is the non-competitive movement of a Unit Employee to another position for which he/she qualifies at the same grade level and with an equivalent target grade. Reassignments can be management directed. These actions are initiated by the EMPLOYER to laterally move a Unit Employee to another position where a need exists.
- b. The PARTIES agree to allow Unit Employees the maximum opportunity in consideration for reassignment opportunities within the GLSC. Whenever possible, the EMPLOYER will "announce" reassignment opportunities via an e-mail to all GLSC Unit Employees. The EMPLOYER agrees to give fair and equitable consideration to all qualified Unit Employees who expressed an interest.
- c. Reassignments, voluntary or EMPLOYER directed, for any bargaining unit position will be evaluated giving consideration to such factors as, qualification requirements of the position, location, skill balance of personnel at the losing and gaining work areas and/or Area Offices, EMPLOYER needs, SCD date, and Unit Employee's reason for desiring any reassignment.
- d. The PARTIES further agree to use volunteers to the fullest extent possible when making involuntary reassignments to meet the Unit Employees needs and when appropriate to use inverse GLSC seniority when volunteers are unavailable or do not meet the reassignments results necessary.
- e. The UNION and the EMPLOYER agree that approval or disapproval of reassignment requests will not be used as a means to reward or penalize Unit Employees.

#### **SECTION 3. Details**

A detail is the temporary assignment of a Unit Employee to a different position for a specified period of time with the Unit Employee returning to his/her regular duties at the end of the detail. Details can be used for meeting temporary needs of the EMPLOYER'S work requirements, when necessary services cannot be obtained by other desirable or practicable means. Details can also be used to develop the workforce. In general the following procedure may be used for non-competitive placements:

- a. An informal solicitation of Unit Employees interested in a detail will be conducted within the appropriate functional units.
- b. Detail opportunities shall be rotated equitably among those Unit Employees who have been determined by the EMPLOYER to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

#### **SECTION 4. Temporary Promotions**

- a. When Unit Employees are detailed to a higher graded position for more than 30 consecutive calendar days, a temporary promotion may be effected, at management discretion, if the Unit Employee is qualified and funds are available.
- b. Temporary promotion opportunities of durations greater than 30 calendar days and no more than 120 calendar days may be rotated equitably among qualified Unit Employees, unless competitive procedures are used.
- c. Temporary promotions in excess of 120 calendar days shall be filled through competitive procedures.

## ARTICLE 18

### HOURS OF WORK

#### SECTION 1. Purpose

The purpose of this article is to prescribe the policies covering hours of work for all Unit Employees in accordance with applicable law and regulation.

#### SECTION 2. Definitions

- a. Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the EMPLOYER under 5 USC 6101.
- b. Adverse agency impact means a reduction of the productivity of the EMPLOYER, a diminished level of services furnished to the public by the EMPLOYER, or an increase in the cost of EMPLOYER operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).
- c. Alternative work schedule (AWS) means both flexible and compressed work schedules.
- d. Basic work requirement means the number of hours, excluding overtime hours, a Unit Employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time Unit Employees, the basic work requirement is 80 hours per biweekly pay period. A part-time Unit Employee's basic work requirement is the number of hours the Unit Employee is scheduled to work in a biweekly pay period.
- e. Biweekly pay period means the two-week period for which a Unit Employee is scheduled to perform work.
- f. Compressed work schedule (CWS) means an 80-hour biweekly basic work requirement that is scheduled by the EMPLOYER for less than 10 workdays. In the case of a part-time Unit Employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the EMPLOYER for less than 10 workdays and that may require the Unit Employee to work more than eight hours in a day.
- g. Core hours mean the time periods during the workday, workweek or pay period that are within the tour of duty during which a Unit Employee covered by a flexible work schedule is required to be present for work.
- h. Credit hours means those hours within a flexible work schedule that a Unit Employee elects to work, in coordination with their supervisor, in excess of his or her basic work requirement so as to vary the length of a workweek or workday.
- i. Flexible work schedule (FWS) means a work schedule established under 5 USC 6122, that has an 80-hour biweekly basic work requirement that allows a Unit Employee to determine his or her own schedule within the limits set by this Agreement and in accordance with designated core hours.
- j. Flexible hours means the times during the workday, workweek or pay period within the tour of duty during which a Unit Employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position and designated core hours.
- k. Tour of duty means the hours of a day and the days of an administrative workweek that constitute a Unit Employee's regularly scheduled administrative workweek.

### **SECTION 3. General Provisions**

- a. The administrative workweek of the GLSC will be a period of seven consecutive calendar days beginning on Sunday.
- b. The basic workweek shall generally be Monday through Friday. Normally, a Unit Employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday.
- c. The GLSC core hours are 9:00 a.m. to 3:00 p.m., with lunch periods between 11:00 a.m. and 2:00 p.m. The core hours apply on all days on which the Unit Employee is regularly scheduled to work.
- d. The flexible band during which Unit Employees may begin their work day is 6:00 a.m. to 9:00 a.m. The flexible band during which Unit Employees may end their work day is 3:00 p.m. to 7:00 p.m.

### **SECTION 4. Shift Work**

- a. When the accomplishment of the EMPLOYER'S mission require there to be more than one shift over the course of a day, the EMPLOYER will determine which positions are required to be on duty for more than one shift.
- b. Unit Employee will not be scheduled to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive-day period.
- c. Rotation of shift work on weekends and holidays will be on a fair and equitable basis within a group.
- d. Unit Employees may state their preference for initial tour assignments. Conflicts will be resolved by seniority (service computation date) where the knowledge and skills are the same.

### **SECTION 5. Pre-Shift and Post-Shift Activity**

- a. When a change of clothing is required or permitted, the EMPLOYER normally will provide 10 minutes at the beginning and ending of the tour for the Unit Employees to change clothes. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 19, Overtime.
- b. The EMPLOYER will permit reasonable cleanup time at the end of each shift for the purpose of returning tools, and cleaning up the work areas and machinery as necessary in each work area.

### **SECTION 6. Notification of Schedules**

- a. Unit Employees will be notified of changes in their work schedules at least fourteen (14) days in advance of the administrative workweek, except for imminent work requirements. Every effort will be made to assure that work schedules will not be for more than six (6) consecutive days for eight-hour tours, three (3) consecutive days for 12-hour tours, and four (4) consecutive days for 10-hour tours, with not less than two (2) consecutive days off.
- b. In accordance with 5 CFR 610.121, when the EMPLOYER determines that the EMPLOYER would be seriously handicapped in carrying out its function or that costs would be substantially increased, notification of less than fourteen (14) days will be permitted.

- c. A copy of any USGS work schedule changes will be provided to the UNION in advance. The UNION will notify the EMPLOYER if it demands to bargain regarding such change under Article 8, Mid-term Bargaining.

#### **SECTION 7. Meal Periods**

- a. Full-time Unit Employees shall be granted, on a non-paid basis, a meal period, scheduled at or near the mid-point of the shift or tour of duty, of at least one-half hour each workday. Upon a Unit Employee's request and with the supervisor's approval, a non-pay meal period of up to one hour may be granted.
- b. When a Unit Employee can not be properly relieved and a normal scheduled meal period is not feasible within a shift, a 20-minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the Unit Employee is required to remain at the work site.

#### **SECTION 8. Breaks**

- a. Breaks in working hours of more than one hour shall, where possible, not be scheduled in any basic workday.
- b. A break of 15 minutes will be provided for each four hours of work for Unit Employees who work eight-hour tours of duty. The rest period will normally occur in the middle of each four-hour work period. Unit Employees who work four-hour shifts will have no more than one 15-minute rest period. Similar adjustments will be made for Unit Employees who work on other than the normal eight-hour tour of duty. There will be no charge to leave for such breaks. Unit Employees may leave the work area during a break.
- c. Breaks are hours of duty and may not be accumulated for later use. Breaks may not be used to begin or end the workday.
- d. Work ordered and performed in excess of Unit Employees normal work schedule will include paid 15 minute break periods at the end of every two hours of work.

#### **SECTION 9. Time Keeping**

Unit Employees will self-certify their arrival and departure times, as well as any other exceptions to the normal work day.

#### **SECTION 10. Alternative Work Schedules**

- a. Alternative Work Schedules will be in accordance with the USGS's Attendance and Leave Handbook. The PARTIES recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, all alternative work schedules outlined in the USGS's Handbook will be made generally available to all Unit Employees, unless prohibited by work requirements.
- b. Working under a telework agreement will not (in and of itself) disqualify a Unit Employee from working an alternative work schedule.

#### **SECTION 11. Training**

Unit Employees who are in training or at a temporary duty station may be required to revert to a fixed, eight-hour day for the duration of the duty or training.

## **SECTION 12. Denial or Termination of AWS**

When a supervisor denies a request for an established AWS or proposes to terminate a Unit Employee's participation in an AWS, he or she will notify the Unit Employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the Unit Employee. The supervisor may deny a Unit Employee's request for or propose to terminate a Unit Employee's participation in a particular alternative work schedule if the supervisor determines that the Unit Employee's participation interferes with work requirements or if there are documented performance deficiencies. Denials of requests to work alternative work schedules will not be arbitrary or capricious.

## **SECTION 13. Temporary Suspension of Individual AWS**

Occasions may arise when AWS must be temporarily suspended as a result of unusual workload or operational demands. The EMPLOYER shall make every reasonable effort to avoid suspension of a Unit Employee's participation in these work schedules. If the circumstances requiring a suspension permit, the EMPLOYER will provide the Unit Employee with advance notice of at least one pay period, when possible. The EMPLOYER will limit the suspension of AWS to as short a time frame as necessary to meet the workload or operational demands. If a Unit Employee's flexible work arrangement is suspended, it will automatically be restored after the reason for the suspension no longer exists. For the purposes of this Agreement, "temporarily suspended" is defined as a period of up to 120 days or 8 pay periods. If the EMPLOYER believes that this "temporary suspension" will extend past this period the EMPLOYER will notify the UNION. AWS cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any Unit Employee will not be arbitrary or capricious. To ensure fairness and equity, AWS schedules are routinely suspended during periods of field work that include overnight travel and overtime (such as large vessel work).

## **SECTION 14. Credit Hours**

- a. Unit Employees who work flexible schedules may earn credit hours. Unit Employees who are in designated fixed schedule positions and Unit Employees who work CWS are not eligible to earn credit hours.
- b. Unit Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible. Upon request of the Unit Employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the Unit Employee to obtain advance approval).
- c. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the Unit Employee will be afforded the opportunity to elect to work the overtime.
- d. Credit hours may be earned and used in 1/4 hour increments.
- e. Full-time Unit Employees may accumulate and carry over from one pay period to another a total of no more than 24 credit hours. Part-time Unit Employees may accumulate and carry over from one pay period to another a total of no more than 1/4 of the hours in the biweekly basic work requirement. A full-time Unit Employee who has accumulated more than 24 credit hours (or a part-time Unit Employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.
- f. The use of credit hours will be subject to the same criteria as annual or sick leave. A Unit Employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

## **SECTION 15 Temporary Assignments and AWS**

Unit Employees temporarily assigned to other parts of the organization within the bargaining unit may continue working under their AWS, if the gaining organization can accommodate.

## **SECTION 16. Holidays**

Per government regulations all Unit Employees will be entitled to all federal holidays, declared by law or Executive Order.

## **SECTION 17. Night Work**

- a. General Schedule Unit Employees working a regular schedule (neither flexible nor compressed) are entitled to a night shift differential equal to 10% of their regular rate of pay for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m.
- b. General Schedule Unit Employees working a flexible schedule under this article are entitled to a night shift differential equal to 10% of their regular rate of pay for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. that are worked in order to complete an 8-hour tour of duty.
  - (1) A Unit Employee working a flexible or compressed schedule is not entitled to night differential for hours worked if his or her tour of duty includes eight (8) or more hours during daytime hours (i.e., between 6:00 a.m. and 6:00 p.m.), even though the Unit Employee voluntarily elects to work during the hours for which night differential is normally required (i.e., between 6:00 p.m. and 6:00 a.m.).
  - (2) However, a Unit Employee, if scheduled by the EMPLOYER to work, is entitled to night differential for any non-overtime work performed during 6:00 p.m. and 6:00 a.m. during designated core hours.
- c. Federal Wage System Unit Employees working any schedule, whether regular, flexible, or compressed, are entitled to a night shift differential equal to 7.5% of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 3 p.m. and midnight; and a night shift differential equal to 10 percent of their scheduled rate of pay for regularly scheduled non-overtime work a majority of the hours of which occur between 11 p.m. and 8 a.m.

## **SECTION 18. Sunday Work**

- a. A full time Unit Employee working a regular, flexible, or compressed schedule under this article, who performs regularly scheduled non-overtime work, a part of which is performed on a Sunday is entitled to pay at their regular rate of pay plus premium pay at a rate equal to 25% of their rate of basic pay for the entire daily tour of duty, not to exceed 8 hours.
- b. A full time Unit Employee working a flexible schedule under this article is entitled to Sunday premium pay for the entire daily tour of duty, up to 8 hours, based upon electing to work any flexible hours on a Sunday.
- c. Part time Unit Employees are not entitled to Sunday premium pay.

## **SECTION 19. Adjustment of Work Schedules for Religious Observances**

- a. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the EMPLOYER mission, a Unit Employee whose personal

religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be afforded the opportunity to work compensatory overtime so that the Unit Employee can meet the religious obligation. The Unit Employee is to be granted compensatory time off for such overtime. The Unit Employee may work such compensatory overtime either before or after the grant of compensatory time off.

- b. When deciding whether a Unit Employees request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the Unit Employee's religious beliefs or his or her affiliation with a religious organization. A supervisor may disapprove a Unit Employee's request if modifications of a Unit Employee's work schedule would interfere with the efficient accomplishment of the EMPLOYER mission. Disapprovals will be given to the Unit Employee in writing. If a Unit Employee's request is approved, a supervisor may determine whether the alternative work hours will be scheduled before or after the religious observance.

## **SECTION 20. Telework**

The PARTIES agree to follow the guidelines in the Department of the Interior Personnel Bulletin 05-02, February 18, 2005, for work performed at an alternative duty location. A Telework agreement form and a Safety Checklist form are attached to the Departmental Policy and must be completed and approved prior to participation in the Telework program. The Official Duty Station will be determined in accordance with federal law.

## ARTICLE 19

### OVERTIME

#### SECTION 1. General

- a. Overtime for “non-exempt” Unit Employees is governed by the Fair Labor Standards Act (FLSA) and this agreement. Overtime for “exempt” Unit Employees is governed by 5 USC and this agreement.
- b. All bargaining unit positions will be determined to be FLSA “exempt” or non-exempt” at the time the position is classified. When classification actions are performed and results in a change to the FLSA determination, that changed FLSA determination for the affected Unit Employees will be made available to the Unit Employees and the UNION.
- c. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 USC and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the Unit FLSA Non-Exempt Unit Employee will receive the more favorable treatment.
- d. Overtime will not be distributed or withheld as a reward or penalty.

#### SECTION 2. Overtime Pay

- a. Overtime pay for FLSA non-exempt Unit Employees is equal to one and one-half times the Unit Employee’s hourly rate of pay.
- b. Overtime pay for FLSA exempt Unit Employees is equal to one and one half times the Unit Employee's hourly rate of pay (5 USC 5542(a)). However, if the Unit Employee's rate of pay exceeds the minimum applicable rate for a GS-10 (i.e., GS-10, step 1), including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:
  - (1) 1 1/2 times the applicable minimum hourly rate of basic pay for GS - 10, or
  - (2) The Unit Employee’s hourly rate of basic pay.

#### SECTION 3. Regular Overtime

- a. Any overtime work scheduled and approved in advance of the administrative workweek as part of a Unit Employee's regularly scheduled workweek is considered regular overtime. A Unit Employee shall be compensated for regular overtime work in accordance with the provisions of [5 CFR 550.112](#)(a)(1).
- b. Any Unit Employee covered under an EMPLOYER flexible work schedule may request compensatory time off in lieu of overtime premium pay for regular overtime work. Unit FLSA Non-Exempt Unit Employees not covered by a flexible work schedule program must receive overtime pay for regular overtime work and cannot receive compensatory time.

#### SECTION 4. Irregular or Occasional Overtime

Overtime work that was not scheduled in advance of the administrative workweek and made a part of a Unit Employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular

or occasional overtime work is paid in the same manner as regular overtime work, except that, at the Unit Employee's option, the Unit Employee may receive compensatory time off in lieu of overtime premium pay. A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded to the nearest full quarter fraction of an hour.

#### **SECTION 5. Call Back**

- a. Call-back overtime is a form of irregular or occasional overtime work performed by a Unit Employee on a day when work was not scheduled for the Unit Employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. Unit Employees called back to work outside of and unconnected with their basic workweek shall be immediately excused upon completion of the task they were called in to perform.
- b. In all callback situations, the Unit Employee will be paid a minimum of two hours of overtime, as provided for by government-wide regulation. This applies whether the Unit Employee is released or other work has been assigned.

#### **SECTION 6. Distribution and Records**

Unit Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills and/or assignments. The PARTIES recognize that this will not necessarily result in everyone having the same number of overtime hours worked. The UNION recognizes that, in the absence of sufficient volunteers for overtime work, the EMPLOYER has the right to direct overtime. Individual Unit Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified Unit Employees willing to work.

#### **SECTION 7. Disputes**

The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this article precludes or impairs FLSA exempt Unit Employees from filing a claim for compensation or FLSA nonexempt Unit Employees from filing a claim for "suffered or permitted" overtime.

#### **SECTION 8. Notice**

In the offer or assignment of overtime on days outside of the basic workweek, the EMPLOYER agrees to notify the affected Unit Employee as early as practicable. When overtime is to be performed on a holiday, normally at least one-day advance notice will be given to the Unit Employee affected, except in cases of unforeseen mission requirements.

#### **SECTION 9. Impact on Leave**

- a. Leave usage or balance will not be a factor in offering or assigning Unit Employees overtime. However, Unit Employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.
- b. Unit Employees on Military Leave under 5 USC 6323(a) or Court Leave under 5 USC 6322 are entitled to the same compensation they would have otherwise received but for their absence on military or court leave. This overtime duty must be regularly

scheduled overtime work which would have been required of the Unit Employee on a continuous basis.

#### **SECTION 10. Pre and Post Shift Activities**

Pre and post-shift activities totaling more than ten (10) minutes per daily tour of duty and related to the principal activities of the position of a Unit Employee are considered compensable for the purposes of this article ([5 CFR 550.112](#)(b)(1)(ii) and 5 CFR 551.112).

#### **SECTION 11. Compensatory Time in Lieu of Overtime Pay**

- a. Compensatory time is time off from work that may be granted to a Unit Employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. [5 USC 5543](#)(a)(1); [5 CFR 550.114](#)(a) The following pertain to such compensation for overtime work:
  - (1) FLSA Non-Exempt Unit Employees: The EMPLOYER will normally provide overtime pay for all overtime work performed by nonexempt Unit Employees. After considering mission requirements, the EMPLOYER may grant compensatory time off for overtime work performed, but non-exempt Unit Employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The EMPLOYER will consider Unit Employee requests for compensatory time off in lieu of overtime pay.
  - (2) FLSA Exempt Unit Employees:
    - (a) Unit Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the Unit Employee does not make such a request, or if the EMPLOYER does not approve that request, the Unit Employee is entitled to compensation in accordance with Section 4 above.
    - (b) The EMPLOYER may require that Unit Employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.
- b. The EMPLOYER may announce in advance of offering overtime that it will only compensate Unit Employees with compensatory time and that overtime pay will not be available. In that case, a Unit Employee described in subsection 1 above may decline the offer of overtime. Such declination will not be held against the Unit Employee or the declination will not affect eligibility for future offers of overtime.
- c. All compensatory time, excluding compensatory time off for travel, not scheduled and used by the Unit Employee by the end of 26 pay periods will be converted to overtime pay, computed using the Unit Employee's rate of pay as of the time when the overtime pay was earned.

#### **SECTION 12. Standby Duty**

Unit Employee will be considered on duty and time spent on standby shall be considered hours of work if:

- a. The Unit Employee is restricted to the EMPLOYER'S premises, or so close thereto that the Unit Employee cannot use the time effectively for his/her own purposes; or
- b. The Unit Employee, although not restricted to the EMPLOYER's premises:
  - (1) Is restricted to his/her living quarters or designated post of duty; or
  - (2) Has his/her activities substantially limited.
- c. A Unit Employee is not considered restricted for "work-related reasons" if, for example, the Unit Employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the Unit Employee resides on the agency's premises. For example, in the case of a Unit Employee assigned to work in a remote wildland area or on a ship, the fact that the Unit Employee has limited mobility when relieved from duty would not be a basis for finding that the Unit Employee restricted for work-related reasons.

### **SECTION 13. On-Call**

A Unit Employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- a. The Unit Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Unit Employee is required to remain within reasonable call-back radius.
- b. The Unit Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

### **SECTION 14. Travel and Compensatory Hours-Travel**

Travel will be compensated in accordance with Federal Travel Regulations and OPM's policy on Compensatory Hours for Travel.

## ARTICLE 20

### LEAVE

#### SECTION 1. Purpose and Policies

- a. Leave in the GLSC will be administered in accordance with 5 USC, Chapter 63, Leave; 5 CFR, Part 630, Absence and Leave; and this agreement.
- b. Unit Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement. The PARTIES agree that the use of accrued annual leave is the right of the Unit Employee and not a privilege, and should be used by Unit Employees.
- c. Unit Employees will normally apply a reasonable time in advance for approval of anticipated leave. Leave requests and approval or denial will be made in writing, to include email. The leave approving official will respond to all requests in a timely manner. The minimum charge for leave is 15 minutes and multiples thereof.

#### SECTION 2. Annual Leave

- a. Leave approval/denial will normally be provided with two (2) workdays of the request. Unit Employees, upon request and with the approval of their supervisor, may change previously authorized annual leave to sick leave in accordance with the sick leave procedures in Section 4.
- b. Unanticipated Use of Leave
  - (1) If the need for leave cannot be anticipated, the Unit Employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than 9 AM, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the Unit Employee may use voice mail or e-mail, where it exists, to notify the EMPLOYER of their need for leave. The Unit Employee must leave a phone number where they can be reached. In the event the Unit Employee is unable to make the call, someone else may make it on their behalf. In the event the Unit Employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the Unit Employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL. This will not preclude a later change in leave status for good and sufficient reasons.
  - (2) The supervisor will contact the Unit Employee within two hours of the telephone call if the leave cannot be granted. If the supervisor does not call the Unit Employee, the Unit Employee may assume approval of the leave for the period requested up to a period of one workday.
- c. For vacation purposes, supervisors will attempt to schedule workloads and annual leave in a manner which will permit each Unit Employee, if he or she wishes, to request up to two consecutive weeks in each year. Approval of such requests is subject to the staffing needs of the EMPLOYER. If workload allows, Unit Employees may request periods of annual leave that exceed two consecutive weeks, subject to higher level approval.
- d. A Unit Employee who is a UNION Steward or other UNION official will be granted annual leave or Leave Without Pay ("LWOP") to attend internal UNION functions which are not covered by Official Time as set forth in Article 9. Normally, one week's advance

notice will be required and such leave will be approved subject to workload considerations.

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

- a. Unit Employees will earn sick leave in accordance with applicable statutes and regulations. Unit Employees may utilize sick leave in fifteen (15) minute increments. Unit Employees may not be charged sick leave without their consent.
- b. Approval of sick leave will be granted to Unit Employees in accordance with statute and law:
  - (1) When they are incapacitated for the performance of their duties as a result of physical or mental illness, injury, pregnancy, or childbirth;
  - (2) Are receiving medical, dental, optical or surgical examination or treatment;
  - (3) Would, as determined by a health care provider or other health authority having jurisdiction, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
  - (4) Are required to care for or otherwise attend to a family member having an illness, injury, communicable disease, or other condition which, if a Unit Employee had such a condition, would justify the use of sick leave by the Unit Employee;
  - (5) To make arrangements for or attend the funeral of a family member; or when suffering from bereavement caused by the death of a close relative or equivalent;
  - (6) Must be absent from duty for purposes relating to the adoption of a child.
  - (7) As provided in the Family and Medical Leave Act(FMLA), or other applicable laws or regulations.
- c. Unit Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments in advance as much as possible, and should request sick leave for such appointments during duty hours in advance.
- d. If the need for leave cannot be anticipated, the Unit Employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than 9 AM, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the Unit Employee will attempt to contact the second line supervisor. Voice mail or e-mail may be used if no personal contacts are successful. The Unit Employee must leave a phone number where they can be reached. In the event the Unit Employee is unable to make the call, someone else may make it on their behalf. Emergency sick leave will be approved in up to one day increments unless otherwise agreed to by the Unit Employee and his or her supervisor.
- e. Unit Employees will normally not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave for three (3) consecutive workdays or less except as provided for in subsection 4.f. below. Unit Employees may be required to furnish reasonably acceptable evidence, to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays.
- f. Unit Employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, the EMPLOYER may periodically require further medical certification to substantiate that the condition still exists.
- g. Where the EMPLOYER has reasonable grounds to question whether a Unit Employee is properly using sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the EMPLOYER may inquire further into the matter and ask

the Unit Employee to explain. Absent a reasonably acceptable explanation, the Unit Employee will be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

- h. If reasonable grounds continue to exist for questioning a Unit Employee's use of sick leave, the EMPLOYER may request that the Unit Employee provide a doctor's certificate from the Unit Employee's physician, indicating that the Unit Employee is under the care of a physician, is incapacitated for duty, and the expected duration of such incapacitation. The Unit Employee shall not normally be required to provide specific medical information such as diagnosis and prognosis.
- i. If reasonable grounds continue to exist for questioning a Unit Employee's use of sick leave, the Unit Employee may be placed on leave restriction. That is, they may be notified in writing that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed four (4) months) unless supported by a doctor's certificate. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance, and will specify its termination date. At the end of the stated period, the EMPLOYER will review the Unit Employee's situation and will notify the Unit Employee in writing if the restriction is lifted. Restrictions may be renewed if there are reasonable grounds to believe that the problem is continuing.
- j. Unit Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 30 calendar days.

#### **SECTION 4. Leave for Family Purposes**

- a. The EMPLOYER will grant leave, when requested, to provide care for a family member in accordance with the Family and Medical Leave Act of 1993 (FMLA) and with law and statute. The EMPLOYER will approve up to 12 weeks of leave without pay during any 12 month period for qualifying family and medical needs under the Family and Medical Leave Act of 1993 (FMLA). Upon return from any such leave used in accordance with the above laws, a Unit Employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.
- b. Each law has qualifying requirements which must be reviewed to ascertain whether the Unit Employee qualifies.
- c. The PARTIES recognize emergencies do occur regarding child care and elder care arrangements made by Unit Employees. Subject to mission requirements, it is agreed that the responsible EMPLOYER officials will normally grant emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in child care or elder care arrangements.

#### **SECTION 5. Leave Without Pay**

- a. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted a Unit Employee in accordance with applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Requests for LWOP will be given serious consideration. Denials of requests for LWOP will be provided to the Unit Employee in writing.
- b. Subject to mission needs, a Unit Employee may be granted leave without pay to engage in UNION activities on the national, district or local level, to work in programs sponsored

by the UNION or the AFL-CIO, upon written request by the appropriate UNION office. Such requests will be referred to the appropriate Management official. Such Unit Employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper approval.

- c. Upon return to duty after a period of LWOP, Management will restore the Unit Employee to the position which the Unit Employee held prior to the leave or to a similar position at the same grade and pay within the commuting area.
- d. Unit Employees have a right to LWOP in the following circumstances:
  - (1) When a disabled veteran requests LWOP for medical treatment,
  - (2) When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Unit Employees may request such leave after their military leave has been exhausted (38 USC Section 4316(d)),
  - (3) When a Unit Employee makes a request under the Family and Medical Leave Act (FMLA) and meets the criteria under that law.

## **SECTION 6. Excused Absences (Administrative Leave)**

- a. Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the Unit Employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to a Unit Employee in accordance with the following sections.
- b. Bereavement Leave. A Unit Employee may receive not to exceed three (3) days of administrative leave for a death in the Unit Employee's immediate relative who dies as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone.
- c. Brief Absences or Tardiness. The immediate supervisor may excuse nonrecurring brief periods of absence or tardiness up to one hour.
- d. Blood Donations. A Unit Employee may be granted up to four (4) hours administrative leave for purposes of travel, testing, and recuperation associated with donating blood. Additional administrative leave for this purpose may be approved in unusual circumstances, if needed.
- e. When a Unit Employee is released from his/her normal tour of duty by the EMPLOYER because of interruption or suspension of operations, administrative leave will be granted as follows:
  - (1) In case of early dismissal:
    - (a) Unit Employees on duty not deemed essential at the time of the dismissal will be granted administrative leave for the remainder of their workday.
    - (b) If a Unit Employee was on duty and departed on leave after the official decision was made to suspend operations, but before the time set for the dismissal, annual leave will be charged only for the time between the Unit Employee's departure and the time set for the dismissal, and administrative leave granted from the time set for the dismissal for the remainder of the work day. If a Unit Employee was on duty and departed for the day on leave prior to an official decision being made to suspend operations, or the Unit Employee was not on duty for the day, no administrative leave is granted.
    - (c) If a Unit Employee was not on duty for the day, no administrative leave is granted.
    - (d) If the Unit Employee was scheduled to report for duty after a leave

period, e.g., the Unit Employee had requested and received approval of leave in the morning, and dismissal is given before the Unit Employee can report, leave will be charged only up to the time set for dismissal.

- (2) In cases of delayed openings, administrative leave is granted only to those Unit Employees who normally report for duty during the time of the delay. Reporting time may vary for essential and non-essential Unit Employees.
  - (3) When a facility is closed for the entire workday, administrative leave is granted to all Unit Employees not deemed essential.
- f. Unit Employees who are faced with a personal emergency caused by a natural disaster may be eligible for a reasonable amount of administrative leave.
  - g. Medical fitness or other examinations where the EMPLOYER has designated the Unit Employee to report to a physician of the EMPLOYER's choice and which is paid for by the EMPLOYER.

### **SECTION 7. Court Leave**

In accordance with law and regulations, and Unit Employee with a regular scheduled tour of duty is entitled to court leave (CL) for jury duty (including time spent waiting to be called or selected, and related travel time). If a Unit Employee on court leave is excused from court with sufficient time to enable that Unit Employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the Unit Employee shall return to duty unless granted appropriate leave by the EMPLOYER. Unit Employee will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above. Unit Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law. When absent on Court Leave the Unit Employee shall furnish the notification from the Clerk of the Court showing that he/she is required to appear for the day(s) involved and will turn in to the USGS the fees received for such service and receive his/her regular compensation.

### **SECTION 8. Military Leave**

Military leave will be granted in accordance with the U.S. Code (USC) and the Code of Federal Regulations (CFR).

### **SECTION 9. Shore Leave**

Shore leave will be granted in accordance with 5 CFR Part 630.

### **SECTION 10. Voting and Voter Registration**

As a general rule, when the voting polls are not open at least two (2) hours either before or after a Unit Employee's regular hours of work, Unit Employees may be granted an amount of excused leave to vote which will permit the Unit Employee to report to work two (2) hours after the polls open or leave work two (2) hours before the polls close, whichever requires the lesser amount of time. Under exceptional circumstances, where the general rules do not permit sufficient time, and Unit Employee may be excused for such additional time as may be needed to enable the Unit Employee to vote, but not to exceed a full day.

## **ARTICLE 21**

### **PAY, TRAVEL AND PER DIEM**

#### **SECTION 1. Timely and Proper Compensation (Pay)**

- a. Unit Employees are entitled to timely receipt of all wages earned by the Unit Employee for the applicable pay period. Unit Employees are responsible for reviewing their earnings and leave statements prior to notifying their managers of any unexplained changes. Unit Employees are responsible for arranging for the timely repayment of overpayment. Where Unit Employees have been overpaid, the EMPLOYER will advise Unit Employees of the procedures available and provide the necessary forms for filing a request for waiver of all overpayment of pay received in good faith.
- b. If proper payment is not received for any reason, Unit Employees are encouraged to notify the EMPLOYER immediately. Within 1 business day of notification the EMPLOYER will initiate corrective action and will notify Unit Employee of anticipated timeframe for resolution.

#### **SECTION 2. Travel**

- a. All Unit Employees may be required to travel from their official duty station on official government business and will be compensated for such travel expenses in accordance with the Federal Travel Regulation (FTR). Unit Employees shall be paid per diem at an equal rate and on an equal basis, without regard as to grade, title or organizational element within which they are employed.
- b. The PARTIES understand that in order for Unit Employees to be entitled to per diem when traveling outside the permanent duty station area, the Unit Employee must be in a travel status for more than twelve hours (portal to portal).
- c. To the maximum extent possible, the EMPLOYER will schedule the travel of Unit Employees to occur within the traveler's regularly scheduled administrative workweek.

#### **SECTION 3. Government Travel Credit Card Program (GTCC)**

- a. Legal Requirement to Use Government Travel Credit Card. The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirements that most official travel will be charged on the GTCC and that the EMPLOYER must have certain procedures in place regarding travel.
- b. The GTCC is an EMPLOYER tool to be used in carrying out official travel. It is a government issued card for official use only and is not a personal credit card of the Unit Employee, much the same as a "company credit card" is used in private industry. The government shall own the credit card and Unit Employees personal histories obtained by the GTCC vendor shall be used for the sole purpose of determining what type of travel card will be issued.
- c. Unit Employees will not be required to use their personal credit cards or advance their personal funds for government business.
- d. Credit card debts will be paid by split disbursement with the government forwarding the amount indicated by the Unit Employee on the claim form (voucher) directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of lodging and transportation. Any amount of reimbursement due in excess of that paid to the vendor will be remitted to the Unit Employee via electronic funds transfer, based on

completion of a voucher. Unit Employees will be responsible for paying all travel card charges not covered by the government's remittance to the vendor under the split disbursement process. Unit Employees will not be responsible for charges made to a lost or stolen government travel card more than 24 hours after the loss is reported.

- e. Dispute Resolution
  - (1) In the event of a billing dispute or other disagreement with the terms and conditions governing use of the card, the Unit Employee is responsible for notifying the vendor of the nature of the dispute. The Unit Employee may request the assistance of the EMPLOYER'S local travel card program coordinator in filing a dispute. Should it become necessary, the Unit Employee may dispose of the card by whatever method is appropriate, including turning it in to the EMPLOYER for appropriate disposition. Unit Employees are obligated to cooperate fully in pursuing resolution to disputes.
  - (2) Unit Employees may have a UNION representative present during conversations and meetings with EMPLOYER regarding such disputes.
- f. It is understood that by activating, signing or using the government card and/or the account, or signing the individually billed card account setup or application form of the Department of Interior Travel Card Program, the Unit Employee is responsible for, and bound by, the terms and conditions of his or her employment with respect to the use of the GTCC.
- g. GTCC card holders will successfully complete cardholder training prior to being issued a government charge card. Cardholders are required to complete refresher training a minimum of every four (4) years. Unit Employees are subject to discipline or other appropriate measures to ensure compliance with the proper use of the credit card.
- h. Unit Employees will be assigned an account either as a restricted or a standard account. Restricted accounts generally have lower credit limits and are subject to more restrictions on their use. Circumstances wherein a restricted amount may be established include, but are not limited to, cases where the cardholder has instructed the vendor not to obtain credit reports.
- i. The Unit Employee may request to deactivate the GTCC when the Unit Employee is not on travel status. The EMPLOYER may request deactivation of the GTCC due to misuse.
- j. Privacy Act
  - (1) Unit Employees will not be required to waive any legal rights under the Privacy Act or to disclose personal or private information to any third party vendor or contractor, or the vendor's agents or attorneys, except as required by applicable law, rule, regulation, or the terms of any card agreement entered in by the Unit Employee.
  - (2) Should the vendor require any account information, the Unit Employee may be contacted directly at the work site. To the extent the Privacy Act is implicated by travel card use or administration, the EMPLOYER will comply with the provisions of the Privacy Act.

#### **SECTION 4. Travel Advances**

Unit Employees will be advanced travel expenses as follows:

- a. Unit Employees Who Have a Government Travel Charge Card (GTCC)
  - (1) Unit Employees obtaining a cash advance are expected to use the GTCC.
  - (2) Unit Employees who are required to travel for extended periods or on recurring trips of short duration may request that their GTCC and/or ATM limit be raised.
- b. Unit Employees Who Do Not Have a GTCC.

Travel advances will be provided by the EMPLOYER in accordance with the FTR, provided that the request for the advance is made sufficiently in advance to permit the cash advance to be processed. Travel advances will be deposited directly to the Unit Employee's designated account by electronic funds transfer (EFT). Normally, travel advances will not be made for travel expenses of less than fifty (50) dollars unless a specific request with supporting justification is made.

#### **SECTION 5. Reimbursement for Official Travel Expenses**

- a. The PARTIES agree that timely reimbursement for travel is necessary for the maintenance of morale. Unit Employees must submit travel vouchers within five workdays upon completion of travel. The EMPLOYER agrees to review, approve and forward correctly prepared vouchers to the contracted vendor, normally within five workdays after receipt. If a Unit Employee has not received reimbursement after twelve workdays from the date the voucher was forwarded to the Servicing Finance Center the Unit Employee may contact his/her supervisor or steward who will request follow-up. All reimbursements for travel expenses will be made by means of Electronic Funds Transfer (EFT) to an account at a financial institution designated by the Unit Employee.
- b. Overpayment of travel advances must be repaid within fifteen (15) days from the date of the disbursing officer's notification. Failure to comply with these requirements will result in travel advances received being deducted from the Unit Employee's pay. Absent extenuating circumstances, no travel advances on subsequent travel orders will be authorized if a claim has not been submitted for a previous travel period.

#### **SECTION 6. Extended Travel**

If a temporary duty assignment requires a traveler to be away for more than 35 consecutive calendar days, on official government business, the EMPLOYER will, upon request by the Unit Employee, allow the traveler to voluntarily return to his or her official duty station during non-work days after the traveler has been away 30 days in accordance with the FTR.

## **ARTICLE 22**

### **ALTERNATIVE DISCIPLINE**

**SECTION 1.** The PARTIES recognize that a positive approach is preferred when dealing with issues that would normally result in a disciplinary or adverse action. Alternative Discipline is a tool to effectively resolve, reduce, or even eliminate workplace disputes that might come from a circumstance where disciplinary action is appropriate. It reduces the conflict inherent with traditional discipline. Alternative Discipline reflects the combined capabilities of the supervisors/ managers and the Unit Employees and their designated UNION representatives to reach a voluntary agreement which serves to address misconduct in a cooperative and productive process.

**SECTION 2.** The option to offer Alternative Discipline to a Unit Employee is the right of the supervisor or manager with authority to propose or decide a disciplinary or adverse action against the Unit Employee. In lieu of traditional disciplinary actions, Unit Employees may also request in writing to participate in the Alternative Discipline process. The EMPLOYER will give serious consideration to any such request.

**SECTION 3.** The process for Alternative Discipline will be in accordance with the current version of the USGS Guide for Alternative Discipline.

**SECTION 4.** Engaging in the Alternative Discipline process does not automatically waive/extend time frames for filing a grievance. Extensions to grievance time limits must be mutually agreed upon in accordance with Article 24.

## ARTICLE 23

### DISCIPLINARY AND ADVERSE ACTIONS

#### SECTION 1. General Provisions

- a. Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the Service.
- b. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after the EMPLOYER has become aware of the conduct.
- c. Prior to taking a disciplinary action or issuing a proposed notice of adverse action, the EMPLOYER may undertake fact-finding discussions and/or investigations deemed necessary to fully understand the facts of the situation at hand. A Unit Employee who is examined in the course of such fact-finding has a right to be represented by the UNION if the conditions prescribed under "Weingarten" are met or the meeting is a formal discussion. If the Unit Employee requests representation, the examination will not begin or continue until a UNION representative has been given a reasonable opportunity to be present.
- d. Disciplinary and adverse actions will be consistently applied. The EMPLOYER will administer disciplinary and adverse action procedures and determine appropriate penalties to all Unit Employees in a fair and equitable manner.
- e. The PARTIES agree to the concept of progressive discipline which is designed primarily to correct and improve Unit Employee behavior. A common pattern of progressive discipline is oral counseling, written warning, reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed where the EMPLOYER determines by the severe nature of the behavior that a lesser form of discipline would not be appropriate.
- f. The Unit Employee Assistance Program (EAP), counseling, or other forms of assistance may be offered to correct the offensive behavior.
- g. Discussions involving disciplinary or adverse actions will be conducted privately and in such a manner as to avoid embarrassment to the affected Unit Employee. The EMPLOYER will protect the privacy of the Unit Employee against whom a disciplinary or adverse action is taken. However, nothing herein will prevent the UNION from attending any formal discussion under Section 3, of Article 4, UNION Rights.

#### SECTION 2. Definitions

- a. Admonishments, in the form of written or verbal counseling sessions or letters of warning or admonishment are not considered forms of discipline.
- b. Disciplinary actions are often defined as letters of reprimand and suspensions of fourteen (14) calendar days or less.
- c. Adverse actions are often defined as removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade and furloughs of thirty (30) days or less except for furloughs of seasonal Unit Employees. These actions are appealable to the Merit Systems Protection Board (MSPB).
- d. For the purpose of this article, the definition of the word "day" means calendar day unless otherwise specified.

### **SECTION 3. Representation**

Unit Employees are entitled to representation at all phases of the disciplinary and adverse action process, including all meetings with an EMPLOYER official for the purpose of discussing the covered actions. The Unit Employee has a right to a representative, including the UNION representative or an attorney. The Unit Employee is responsible for bearing any and all costs for representation if the representative is other than the UNION. In the event a Unit Employee (or Unit Employees) proceeds without UNION representation, the UNION will be given the opportunity to be present at all meetings. Any adjustments must be consistent with the terms of this Agreement.

### **SECTION 4. Reprimands**

- a. Reprimands are a formal disciplinary action designed to correct Unit Employee behavior. Reprimands will caution Unit Employees regarding the consequences of continued offensive behavior and will also specify the applicable avenues of redress. Reprimands are written notifications dealing with specific infraction(s) which are placed in the Unit Employee's Official Personnel Folder (OPF) for a period of two (2) years. They may, however, be removed at any time by the issuing supervisor. If the Reprimand is removed early, the affected Unit Employee will be notified.
- b. Once a written reprimand is issued, the reprimand constitutes a final EMPLOYER decision and may be grieved through the negotiated grievance procedure in Article 24. For purposes of processing, the reprimand will be treated as the Step 1 grievance decision. If the Unit Employee wishes to file a grievance, such grievance must be submitted to the designated Step 2 official within fifteen days of the Unit Employee's receipt of the reprimand.

### **SECTION 5. Disciplinary Action - Suspensions**

A Unit Employee against whom a suspension for fourteen (14) days or less is prepared is entitled to:

- a. An advance written notice, stating the specific reasons for the proposed action, and informing the Unit Employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. The EMPLOYER will provide copies of all the material relied upon to support the proposed action concurrent with the proposal notice being delivered to the Unit Employee. The material relied upon will include all evidence (both favorable and unfavorable to the Unit Employee) that has been considered in determining the action. Where the EMPLOYER has relied upon witnesses to support the reasons for the proposed action, it will provide copies of any written statements taken.
- b. Seven (7) days to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;
- c. After considering the Unit Employee's response, the EMPLOYER will issue a written decision.
- d. Unit Employees may file ONLY ONE of the following in connection with an action limited in this section:
  - (1) Grievances (filed in accordance with Article 24);
  - (2) Equal Unit Employee opportunity (EEO) complaint. A Unit Employee shall be deemed to have exercised his/her option at such a time as the Unit Employee timely initiates one of the actions listed above.
- e. The choice of the appeal forum is irrevocable.

## **SECTION 6. Adverse Actions**

A Unit Employee against whom a Removal, a Suspension for more than fourteen (14) days, a Reduction-In-Grade, or a Reduction-In-Pay is proposed is entitled to:

- a. Thirty (30) days advance written notice, stating the specific reasons for the proposed action, and informing the Unit Employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. The EMPLOYER will provide copies of all the material relied upon to support the proposed action concurrent with the proposal notice being delivered to the Unit Employee. The material relied upon will include all evidence (both favorable and unfavorable to the Unit Employee) that has been considered in determining the action. Where the EMPLOYER has relied upon witnesses to support the reasons for the proposed action, it will provide copies of any written statements taken.
- b. Fifteen (15) days to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;
- c. A written decision containing the specific reason(s) for the action, furnished as soon as practicable, including applicable appeal rights.
- d. If the decision is unfavorable to the Unit Employee, the Unit Employee may file one of the following:
  - (1) A grievance in accordance with the negotiated grievance procedure in Article 24,
  - (2) An Equal Employment Opportunity (EEO) complaint, or
  - (3) A Merit Systems Protection Board (MSPB) Appeal.
- e. The choice of the appeal forum is irrevocable.

## **SECTION 7. Extensions**

The EMPLOYER will give serious consideration to granting extensions to response times and deadlines for good and sufficient reason.

## **SECTION 8. Medical Condition**

A Unit Employee who wishes consideration of any medical condition that may contribute to the discipline shall be given a reasonable amount of time to furnish medical documentation.

## **SECTION 9. Decisions and the Douglas Factors**

In arriving at its written decision in disciplinary and adverse actions, the EMPLOYER shall not consider any reasons for action other than those specified in the notice of proposed action. It shall consider any answer of the Unit Employee and/or his or her representative made to a designated official and any medical documentation furnished. The EMPLOYER shall consider the Douglas Factors in arriving at its decision.

## **SECTION 10. Unacceptable Performance**

Actions based solely on unacceptable performance are covered under Article 13 on Performance Management.

### **SECTION 11. Last Chance Agreements**

- a. Last Chance Agreements will only be considered after a disciplinary or adverse action has been proposed.
- b. The UNION will be provided notice and the right to be present at meetings where last chance agreements are discussed.
- c. All Last Chance Agreements must have a specific duration period.

### **SECTION 12. EMPLOYER Records**

- a. The EMPLOYER will maintain the following until such time as there is no further appeal available to the Unit Employee: copies of the notice of proposed action, the answer of the Unit Employee, if written, or a summary if made orally, the notice of decision and reason for the decision and any order effecting the action, together with any supporting material. Such materials shall be furnished to the Merit Systems Protection Board upon its request and to the Unit Employee affected upon the Unit Employee's request.
- b. Unless required by Government-wide regulations, records of disciplinary actions will be removed from Unit Employees' OPF after one year, provided there has been no recurrence of the incident or behavior.

### **SECTION 13. Annual Summary**

The EMPLOYER will provide the UNION with an annual summary for the calendar year of disciplinary and adverse actions of Unit Employees. This list shall include the position held, Section Bargaining Unit Status, proposed action, and final decision/action. This listing will be provided to the UNION in January for the preceding calendar year.

## ARTICLE 24

### GRIEVANCE PROCEDURES

#### SECTION 1. Purpose

- a. The EMPLOYER and the UNION recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the Unit Employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.
- b. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the Unit Employee, the UNION, or the EMPLOYER. Neither shall it reflect upon the professionalism or performance of the Supervisory or Management officials.

#### SECTION 2. Grievances Defined

For the purposes of this Article, a grievance is defined as any complaint:

- a. By a Unit Employee(s) and/or the UNION concerning any matter relating to the conditions of employment of the Unit Employee(s);
- b. By a Unit Employee, the UNION or the EMPLOYER concerning:
  - (1) The effect or interpretation, or claim of breach of this collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

#### SECTION 3. Exclusions

The following matters are specifically excluded from coverage under this article:

- a. Any claimed violation of Subchapter III, Chapter 73, Title 5, United States Code;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5, United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction of grade or pay.
- f. Non-selection for promotion from a group of properly ranked and certified candidates;
- g. The classification of any position that does not result in the reduction of grade or pay for a Unit Employee;
- h. Any suspension or removal under 5 U.S.C. 7532 (national security);
- i. Termination of a Probationary/Trial Period Unit Employee;
- j. Termination of temporary Unit Employees;
- k. Any matter relating to management's decision to grant or refuse to grant an honorary award or any other discretionary award, or to adopt or refuse to adopt a suggestion.
- l. Proposals to take disciplinary or adverse action;
- m. Content of performance elements and standards that are consistent with DOI and other appropriate regulations;
- n. Termination of a temporary promotion or time-limited appointment.

#### **SECTION 4. Non-grievability**

In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue. The EMPLOYER agrees to furnish the UNION with written notice of any claim that a grievance is non-grievable, and the reasons therefore, within the time limits provided for its final written decision prior to the invocation of arbitration. All grievability issues shall be decided by an arbitrator if the grievance is submitted to arbitration.

#### **SECTION 5. Statutory Appeal Procedures or Negotiated Grievance Procedures**

- a. Grievances/appeals concerning the following actions may be filed under either the Statutory Procedures or this negotiated procedure, but not both, in accordance with 5 USC 7121:
  - (1) Action based upon unsatisfactory performance (5 USC Section 4303);
  - (2) Adverse actions (5 USC Section 7512);
  - (3) Discrimination (5 USC Section 2302 (b)(1)).
- b. A Unit Employee shall be deemed to have exercised his/her option under this section when he or she timely initiates an action under the applicable statutory procedure or he/she files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first.
- c. Discussions between a Unit Employee and an EEO counselor would not preclude a Unit Employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely. The time limit for filing a grievance may be extended if the additional time would help facilitate the resolution of the Unit Employee's complaint. Extensions of the time limit for filing a grievance must be mutually agreed upon by the PARTIES.
- d. Nothing in this agreement shall constitute a waiver of any further appeal or review rights under any statute.

#### **SECTION 6. Unit Employee Grievances**

A grievance under this article may be presented by a Unit Employee(s) without the approval of or representation by the UNION. The UNION shall receive a notice of the grievance, answers, and settlements. When a Unit Employee presents his/her own grievance, the UNION shall be given the opportunity to be represented at all formal discussions between the Unit Employee and the EMPLOYER and to be present at the adjustment of the grievance. Moreover, the adjustment of grievances presented under this article may not be inconsistent with the terms of this agreement.

#### **SECTION 7. Grievance Procedure**

- a. The PARTIES recognize that most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. Unit Employees and UNION representatives are encouraged to discuss the matter with the immediate supervisor prior to committing the grievance to writing. The PARTIES agree to consider the use of alternative dispute resolution programs. The use of an informal procedure or ADR does not automatically extend the 15-day time limit for filing a grievance. Mutual agreement for extensions is required in accordance with Section 9 of this Article. Request for extensions, at any part of the grievance procedure, will be made in writing (e-mail is acceptable) and acceptance or declination of an extension will be provided in writing.

- b. Reasonable time during work hours will be allowed for Unit Employees and UNION representatives to discuss, prepare for, and present grievances.
- c. Grievances under this agreement shall be processed in the following manner. Unit Employees may be represented by a UNION representative or a representative approved in writing by the UNION. Where so represented, the aggrieved Unit Employee may request his/her representative to act as spokesperson. The grievance procedure follows:
  - Step 1.** A Unit Employee and/or the UNION shall file the grievance to the first level supervisor in writing within fifteen (15) calendar days of the date that the Unit Employee or UNION became aware or should have become aware of the act or occurrence. The first level supervisor will make every effort to resolve the grievance immediately but must meet with the Unit Employee/ representative and provide a written answer within twenty (20) calendar days of receipt of the grievance.
  - Step 2.** If the grievance is not satisfactorily resolved at Step 1, or a response is not received at Step 1, the Unit Employee and or UNION may file the grievance with the Director of the GLSC, or designee. This grievance will be submitted in writing within fifteen (15) calendar days from the receipt of the decision at Step 1. The Director or designee shall meet with the Unit Employee and his/her representative and provide a written answer within twenty (20) calendar days after receipt of the grievance.
- d. If a satisfactory resolution is not reached, the UNION may submit a request for binding arbitration, in accordance with Article 25 of this agreement, within thirty (30) calendar days after receipt of decision, or within thirty days of the last date that the decision should have been received.

**SECTION 8. Any formal grievance under this procedure must contain the following:**

- a. Grievant's name and name of UNION representative, if any;
- b. Date of alleged incident giving rise to the grievance;
- c. What the grievance is;
- d. The relief requested;
- e. Provision of the Agreement, law, or regulation allegedly violated.

**SECTION 9. EMPLOYER and UNION Initiated Grievances**

- a. An EMPLOYER grievance may be initiated in writing by the GLSC Director, or designee, and presented to the UNION President, or designee, within fifteen (15) calendar days of the action or condition giving rise to the grievance. The UNION President or designee shall render a decision in writing within twenty (20) calendar days following receipt of the grievance. If a satisfactory resolution is not reached, the EMPLOYER may submit a request for binding arbitration, in accordance with Article 25 of this agreement, within thirty (30) calendar days after receipt of decision, or within thirty days of the last date that the decision should have been received.
- b. When a grievance affects more than one Unit Employee, the UNION President may file the grievance, within fifteen (15) calendar days of the action or condition giving rise to the grievance, at the lowest level of authority able to resolve the grievance. This could be at Step 1 or Step 2 of the grievance procedure depending on the level of authority. The intent of this section is not to circumvent the normal grievance procedure.

## **SECTION 10. Time Limits**

- a. All time limits in the grievance procedure may be extended by mutual agreement of the PARTIES.
- b. Grievances and grievance responses shall be considered to be timely filed and/or answered if received by mail with a postmark or electronic (e-mail) date indicating mailing on or before the due date. If grievances and grievance responses are hand delivered the receiving party shall sign and date acknowledging receipt. Claims of a failure to comply with this procedure may be raised as grievability issues.

## **SECTION 11. Alternate Dispute Resolution (ADR)**

- a. As a means of settling grievances, ADR will be available to Unit Employees and Managers. Unit Employees may choose the ADR system to settle issues before taking them to the formal stage.
  - (1) Grievance settlements made in the ADR process will not become precedent setting.
  - (2) All grievance settlements impacting Unit Employees shall be submitted to the UNION for review and approval in accordance with applicable rules and regulations.
- b. If the EMPLOYER and the UNION agree to do so, they may, after invoking arbitration, contact the Federal Mediation and Conciliation Service (FMCS) and request in writing the services of a mediator to assist in the resolution of the issue. In the alternative, the PARTIES may use any other mediator mutually agreed to by the PARTIES.

## **SECTION 12. Computation of Times**

In computing periods of time for the purpose of this article, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the EMPLOYER'S office is closed, or a day in which a liberal leave policy is in effect due to inclement weather, in which event the period runs until the end of the next day which is not one of the aforementioned days.

## **ARTICLE 25**

### **ARBITRATION**

#### **SECTION 1. Scope**

Arbitration shall be available under this agreement only with respect to a grievance or dispute within the scope of the negotiated procedure which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 24 of this agreement. Arbitration may be invoked only by the EMPLOYER or the UNION.

#### **SECTION 2. Notification**

If either party desires to submit such grievance or dispute to arbitration it shall, within thirty (30) calendar days after receipt of the final decision (or within thirty days of the last date that the decision should have been received), notify the other party in writing of such desire and set forth in such notice a statement of the issues it wishes to present to arbitration and the remedy sought.

#### **SECTION 3. Request and Selection of Arbitrator**

- a. Within seven (7) calendar days after receipt of such notice the PARTIES shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators.
- b. The PARTIES shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the PARTIES cannot mutually agree on one of the listed arbitrators, the PARTIES will alternately strike one name from the list until one name remains. A coin flip will determine who will strike names first. The remaining named person shall be the duly selected arbitrator.
- c. If one party refuses to join in the request for arbitrators, one party may make a unilateral request to FMCS for a panel of arbitrators. By providing a list of arbitrators FMCS has not ruled on the arbitrability of the grievance. Upon request of the grieving party (i.e., the EMPLOYER or the UNION), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event that either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

#### **SECTION 4. Communication and Submission of Issues**

- a. Upon selection of the arbitrator, the PARTIES shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing.
- b. If the PARTIES fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

#### **SECTION 5. Arbitration Hearing Location and Time**

The arbitration hearing shall be conducted, if possible, on the EMPLOYER'S premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

## **SECTION 6. Grievability/Arbitrability**

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the PARTIES, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

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

The arbitrator's decisions shall be the final and binding subject to the PARTIES' right to take exceptions to an award in accordance with law. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. In addition the arbitrator is bound by all applicable laws, rules, and regulations. The arbitrator will retain jurisdiction over the case where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

## **SECTION 8. Arbitrator's Award**

- a. In order to fulfill the decision to arbitrate, the arbitrator will be requested to render a decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event not later than thirty (30) calendar days, after the filing of the briefs unless the PARTIES otherwise agree.
- b. Either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) pursuant to applicable regulations.
- c. If no exception is filed during the thirty (30) day period beginning on the date the award is served, the award is final and binding.
- d. Either party will take the actions required by the final award within 30 days after it becomes final and binding, except as provided by the Award.

## **SECTION 9. Arbitration Fees and Costs**

- a. The arbitrator's fees and the expenses of the arbitration, if any, shall be borne equally by the EMPLOYER and the UNION.
- b. If, prior to the arbitration hearing, the PARTIES resolve the grievance, any cancellation fees shall be borne equally by both PARTIES. If a party requests postponement, that party shall bear the full cost of any cancellation fees.
- c. The cost of a reporter or transcript shall be shared equally by the PARTIES where mutually agreed to by the PARTIES or where requested by the arbitrator. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. If the party not requesting the court reporter desires a copy, they are responsible for obtaining a copy of the transcript from the court reporter.

## **SECTION 10. Attorney Fees**

- a. In the event that the UNION provides an attorney to represent a Unit Employee/UNION in an arbitration, the arbitrator may award reasonable attorney fees if the Unit Employee/UNION is the prevailing party, and the arbitrator determines that the payment

of attorney fees is warranted, in the interest of justice, and in accordance with the applicable statutes, laws and regulations.

- b. Upon issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. The UNION may request attorney fees after the award is final and all appeals have been exhausted. Such a request shall be accompanied by appropriate documentation sufficient to enable the arbitrator to decide. The UNION'S request shall be simultaneously served on the EMPLOYER. Within twenty (20) days of receipt of the UNION'S request, the EMPLOYER shall submit its response. Such response shall be accompanied by appropriate documentation. The EMPLOYER'S response shall be simultaneously served on the UNION. The arbitrator shall decide whether to accept further rebuttal briefs.

## ARTICLE 26

### REDUCTION IN FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)

#### SECTION 1. Purpose

The purpose of this article is to ensure that Unit Employees affected by reduction in force or transfer of function actions are treated fairly and that the actions and steps taken are done appropriately in accordance with 5 CFR 351, all applicable Office of Personnel Management and Army regulations and this Agreement. RIF and TOF actions should be accomplished with the maximum amount of advance planning possible to ensure minimum adverse affect on Unit Employees and disruption to the mission.

#### SECTION 2. Definitions

- a. Reductions in Force (RIF) is in reference to the terms that are used in 5 CFR 351, and shall be conducted in accordance with all Government-wide laws, regulations, and OPM guidance in force at the time the RIF is conducted. A reduction in force is the term used for the release of a competing Unit Employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of a Unit Employee's position due to erosion of duties when such action will take effect after an EMPLOYER has formally announced a reduction in force in the Unit Employee's competitive area and when the reduction in force will take effect within 180 days.
- b. A transfer of function, as defined in 5 CFR 351.203, is “the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area”. A transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more competitive areas, except when the function involved is virtually identical to functions already been performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
- c. Furlough. A RIF furlough is the placement of a Unit Employee in a temporary non-duty and non-pay status for more than 30 consecutive calendar days, or more than 22 workdays, if done on a discontinuous basis, but not more than one year.
- d. Competitive Area. The competitive areas are determined by the Agency. They are normally, within the GLSC, determined by commuting area.
- e. Competing Unit Employee. A competing Unit Employee is a Unit Employee in Tenure Group I, II, or III.
- f. Tenure Group. A tenure group is a group of Unit Employees who are all under the same appointment type. Group I includes each career Unit Employee who was not serving a probationary period. Group II includes career-conditional Unit Employees, and Unit Employees serving a probationary period under 5 CFR 315, Subpart H. Group III includes all Unit Employees serving under indefinite appointments, temporary appointment pending establishment of a register, status quo appointments, term

- appointments, and any other non-status temporary appointments, which meet the definition of provisional appointments contained in 5 CFR 316.401 and 316.403.
- g. Tenure Subgroup. A tenure subgroup refers to the level, if any, of veterans preference a Unit Employee has under Office of Personnel Management regulations. Subgroup AD includes each preference eligible Unit Employee who has a compensable service-connected disability of 30% or more. Subgroup A includes each preference eligible Unit Employee not included in subgroup AD. Subgroup B includes each non-preference eligible Unit Employee.
  - h. Competitive Level. The competitive level is a group of all positions in a competitive area, which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the EMPLOYER may reassign the incumbent of one position to any of the other positions in the level without undue interruption. Competitive levels are based on each Unit Employee's official position, not the Unit Employee's personal qualifications.
  - i. Current Rating of Record. The current rating of record is the rating of record for the most recently completed appraisal period, as provided in Article 13, Performance Management.
  - j. Days. Days as used in the discussion of Reduction in Force or Transfer of Function are defined as calendar days.
  - k. Function. Function means all or a clearly identifiable segment of the EMPLOYER'S mission (including all integral part of that mission), regardless of how is performed.
  - l. Local Commuting Area. Local commuting area means the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones), and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their employment.
  - m. Modal Rating. The modal rating is the summary rating level assigned most frequently among the actual ratings of record that all are: (1) Assigned under the summary level pattern that applies to the Unit Employee's position of record on the date of the reduction in force; (2) Given within the same competitive area; (3) On record for the most recently completed appraisal prior to the date of issuance of reduction in force notices or the cut off date the EMPLOYER specifies prior to the issuance of reduction in force notices, after which no new ratings will be put on record.
  - n. Rating of Record. Rating of record has the meaning given to that term as shown in 5 CFR 430.203.
  - o. Reorganization. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.
  - p. Undue Interruption. Undue interruption means a degree of interruption that would prevent the completion of required work by a Unit Employee 90 days after the Unit Employee has been placed in a different position under a reduction in force or transfer of function. The 90-day standard should be considered within the allowable limit of time and quality, taking into account the pressures of priorities, deadlines, and other demands. However, a work program would generally not be unduly interrupted even if a Unit Employee needed more than 90 days after the reduction in force to perform the optimum quality or quantity of work. The 90-day standard may be extended if placement is made under this article to a low priority program or to a vacant position.
  - q. Retention Register. A retention register is a list of competing Unit Employees in order of retention, with those having the least retention standing at the bottom of the list.
  - r. Creditable Service. Creditable service is the time spent as a civilian Unit Employee of the federal government, as defined in 5 USC 2105(a), plus time spent on active duty in a uniformed service, as computed in 5 CFR 351.503(b).

- s. Service Computation Date. The service computation date is the date a Unit Employee entered federal civilian service, adjusted as necessary to include all creditable service.
- t. Adjusted Service Computation Date. The adjusted service computation date includes all actual creditable service and a conditional retention service credit for performance, authorized by 5 CFR 351.504(d) and (e).
- u. Representative Rate. The representative rate for a Unit Employee's grade is Step 4 under the General Schedule and Step 2 under the Federal Wage System.
- v. Coverage of this Article. Reduction in force, transfer of function and furlough are actions covered by this article. The procedures in this article apply both to competitive service and excepted service Unit Employees.

### **SECTION 3. Action Not Covered by This Article**

The following actions are not covered by this article:

- a. Termination of a temporary promotion or temporary reassignment and the subsequent return of a Unit Employee to the position held before the temporary promotion or temporary reassignment (or to a position with comparable pay band, pay, status, and tenure).
- b. Placement of a Unit Employee serving on a seasonal basis in non-pay, non-duty status in accordance with conditions established at the time of the appointment.
- c. A change in a Unit Employee's work schedule from other-than-full-time to full-time.
- d. A change in a Unit Employee's mixed tour work schedule in accordance with conditions established at the time of appointment.
- e. A change in the scheduled tour of duty of "other-than-full-time" schedule.
- f. Cases wherein members fall under the National Security Personnel System (NSPS), a reduction in band based on the reclassification of a Unit Employee's position due to the application of new classification standards or the correction of a classification error or classification action based on an appeal of a Unit Employee's classification.
- g. Cases wherein members fall under the National Security Personnel System (NSPS), a reduction in band based on a Unit Employee's position due to erosion of duties, except that this exclusion does not apply to such reclassification actions that will take effect after an EMPLOYER has formally announced a reduction in force in the Unit Employee's competitive area and when the reduction in force will take effect within 180 days.
- h. Any other personnel action not covered by this article.

### **SECTION 4. RIF or TOF Actions**

- a. Prior to taking any action to implement a reduction in force (RIF) or transfer of function (TOF) including formally requesting RIF authority, the EMPLOYER shall inform the UNION officially by letter to the UNION President that a RIF is necessary and the reasons it is required.
- b. After a RIF is announced the EMPLOYER shall identify Unit Employees who are eligible to retire and provide them with necessary retirement counseling if desired.
- c. The UNION shall have the opportunity to discuss the reasons and address any options which might be available to reduce the impact of the RIF.
- d. The UNION shall be provided the opportunity to attend any informational meetings between the HR and the GLSC. These will not include those meetings designated specifically as internal EMPLOYER discussions.
- e. If a Unit Employee is the subject of any RIF action, he/she shall be permitted to view the sanitized/redacted retention list upon which his/her name appears and the records which

serve as a basis for the retention list. A Unit Employee so affected shall have the right to the assistance of the UNION when checking such lists or records.

- f. Unit Employees who are separated from Federal Service or changed to a lower grade shall be registered in the Priority Placement Program in accordance with applicable regulations.
- g. It is recognized that furloughs of less than thirty (30) days may be considered as an option to a RIF situation. A furlough of less than 30 days is a non disciplinary adverse action and is outlined in Article 23. The EMPLOYER will first attempt to accomplish this by using voluntary layoffs.
- h. The UNION has the right to grieve placement actions caused by a RIF.

#### **SECTION 5. Notification to the UNION**

- a. Prior to announcing an action covered by this article, the EMPLOYER will notify the UNION in accordance with the mid-term bargaining article. The notice will be in writing and, when practicable, provided at least 60 days before the effective date of the separation action. The notice will include the reasons for the action, the types and estimated numbers of positions affected and the proposed effective date.
- b. Upon receipt of the notice, the UNION and the EMPLOYER will meet to discuss the adverse effects on Unit Employees from the workforce shaping action. Such meeting does not amount to a waiver of the UNION'S right to bargain over the adverse effects on Unit Employees from the EMPLOYER'S action.

#### **SECTION 6. Competitive Levels and Retention Registers**

- a. Competitive Levels. Separate competitive levels will be established according to the following categories:
  - (1) Separate levels shall be established for positions in the competitive service, and in the excepted service.
  - (2) Separate levels shall be established for excepted service positions filled under different appointment authorities.
  - (3) Separate levels shall be established for positions under different pay schedules.
  - (4) Separate levels shall be established for positions filled on a full-time, part-time, intermittent, seasonal, or on-call basis. No distinction may be made among Unit Employees in the competitive level on the basis of the number of hours or weeks scheduled to be worked.
  - (5) Separate levels shall be established for positions filled by a Unit Employee in a formally designated trainee or developmental program having all of the characteristics covered in 5 CFR 351.702(e)(1) through (e)(4).
- b. Retention Registers. Retention registers will be established for each competitive level. Unit Employees will be listed on the retention register, according to tenure group and subgroup.
- c. Retention Standing Within a Tenure Subgroup. Within a tenure subgroup, Unit Employees are ranked according to their adjusted service computation date, the Unit Employee with the earliest adjusted service computation date appearing at the top.
- d. Additional Service Credit for Performance. Unit Employees will receive additional service credit based on their three most recent performance ratings of record received in the last 4-year period prior the date of reduction in force notices.
- e. In order to provide adequate time to determine Unit Employee retention standing, no new ratings of record will be put on record and used for purposes of this after the date that is 90 days prior to the effective date of the reduction in force.

- f. In the event, a Unit Employee has fewer than three ratings of record in the four year period prior to the cut off date, then the amount of additional service credit will be computed based on the ratings of record the Unit Employee has. So, if the Unit Employee only has two ratings of record in this period, the service credit will be based on those two ratings of record. If the Unit Employee has only one rating of record, the service credit will be based on that rating of record.
- g. In the event a Unit Employee has no ratings of record in the four-year period prior to the cut off date, the Unit Employee will receive additional service credit based on the modal rating.
- h. Additional service credit provided to Unit Employees shall be expressed in additional years of service and shall consist of the mathematical average (rounded in the case of a fraction to the next higher whole number) of the Unit Employees applicable ratings of record, computed in accordance with OPM regulations.
- i. The additional service credit shall consist of the mathematical average (rounded in the case of a fraction to the next higher whole number) of the additional years of service, as listed above.

**SECTION 7. In Case of a Tie**

In the event there is a tie between two or more Unit Employees on a retention register, the Unit Employees will be ranked in order of their tenure with the EMPLOYER. If there is still a tie after that, OPM's AUTO-RIF program will be the deciding factor.

**SECTION 8. UNION Review of Retention Standing**

The UNION shall have access to retention registers used in RIF and TOF actions, in accordance with 5 CFR 351.505.

**SECTION 9. Notice of Reduction in Force and/or Transfer of Function**

- a. Each Unit Employee selected for release from a competitive level is entitled to a specific written notice at least 60 full days before the effective date of release. The notice will contain the following information:
  - (1) The specific reduction in force action to be taken against that Unit Employee;
  - (2) The effective date of the action;
  - (3) The Unit Employee's competitive area, competitive level, subgroup and adjusted service computation date, and annual performance ratings of record received during the last four years;
  - (4) The place where the Unit Employee may inspect the regulations and records pertinent to his/her case;
  - (5) Justification for retaining a lower-standing Unit Employee in the same competitive level, because of a temporary or continuing exception;
  - (6) Information on grade and pay retention benefits available to the Unit Employees;
  - (7) Information on reemployment rights available to the Unit Employee under both EMPLOYER and Office of Personnel Management procedures;
  - (8) A statement of the Unit Employee's right to appeal the action under the negotiated grievance procedure under Article 24 of this Agreement.
- b. At the same time the EMPLOYER issues a notice to a Unit Employee it must give a written notice to the UNION.
- c. Nothing herein shall be construed to lessen the EMPLOYER'S responsibility to inform the affected Unit Employees of their rights and to answer their questions.

## **SECTION 10. Expiration of Notice**

- a. A specific notice expires when followed by the action specified, or by an action less severe than specified, in the notice or in an amendment made to the notice before the EMPLOYER takes the action.
- b. The EMPLOYER may not take the action before the effective date in the specific notice; instead it must cancel the reduction in force notice and issue a new specific notice subject to regulation and this Agreement.

## **SECTION 11. Cancellation and Amendment of Notice**

- a. Before taking an action more severe than first specified, the EMPLOYER must cancel the original notice and issue a new advance notice of at least 60 days.
- b. The EMPLOYER must give an amended notice if the reduction in force is changed to a later date. A reduction in force action taken after the effective date is invalid when it is challenged by a higher-standing Unit Employee in the competitive level who is reached out of order for a reduction in force action as a result of the change in dates.
- c. The EMPLOYER must give a Unit Employee an amended written notice and allow the Unit Employee to decide whether to accept a better offer of assignment under Section 5.5 of this article that becomes available before or on the effective date of the reduction in force. The EMPLOYER must give the Unit Employee this amended notice regardless of whether the Unit Employee has accepted or rejected a previous offer of assignment, provided the Unit Employee has not voluntarily separated from his or her official position.

## **SECTION 12. Release from Competitive Level**

- a. Unit Employees shall be selected for release from a competitive level in the inverse order of retention standing, beginning with the Unit Employee with the lowest retention standing on the retention register.
- b. The EMPLOYER may not release a Unit Employee from a competitive level, while retaining in that competitive level a Unit Employee with:
  - (1) A specifically limited temporary appointment;
  - (2) A specifically limited temporary or term promotion; or
  - (3) A written decision of removal or demotion from the competitive level under Article 13, Performance Management, or Article 23, Disciplinary and Adverse Actions.

## **SECTION 13. Assignment Rights**

When a Group I or II competing Unit Employee with a current annual performance rating of record of minimally successful (Level 2) or equivalent, or higher, is released from a competitive level, the EMPLOYER shall offer assignment, rather than furlough or separation in accordance with this Agreement, and 5 CFR 351, Subpart G. The position offered must require no reduction, or the least possible reduction, in representative rate. The Unit Employee must be qualified for the offered position. The offer shall be in the same competitive area, last at least three months, and have the same type of work schedule (e.g., full-time, part-time, intermittent, or seasonal) as the position from which the Unit Employee is released.

## **SECTION 14. Lower Subgroup (Bumping)**

A released Unit Employee shall be assigned and bump to a position that:

- a. Is held by another Unit Employee in a lower tenure group or in a lower subgroup within the same tenure group, in another competitive level in the same competitive area; and
- b. Is no more than three grades (or appropriate grade intervals or equivalent) below the position from which the Unit Employee was released.

**SECTION 15. Same Subgroup (Retreating)**

- a. A released Unit Employee shall be assigned and retreat to a position that:
  - (1) Is held by a Unit Employee with a latter service date in the same subgroup.
  - (2) Is held by another Unit Employee with lower retention standing in the same tenure group and subgroup; and
  - (3) Is not more than three grades (or appropriate grade intervals or equivalent) below the position from which the Unit Employee was released, except that for a Unit Employee in tenure subgroup AD, the limit is five grades (or appropriate grade intervals or equivalent); and
  - (4) Is the same position, or an essentially identical position, formerly held by the released Unit Employee on a permanent basis as a competing Unit Employee in the GLSC.
- b. Additional details on bumping and retreating found in 5 CFR 351.701 will apply to actions taken under this article.

**SECTION 16. Qualifications for Assignment**

A Unit Employee will be considered qualified for an assignment under this article if the Unit Employee:

- a. Meets the OPM standards and requirements for the position, including any minimum educational requirement, and any selective placement factors established by the EMPLOYER;
- b. Is physically qualified, with reasonable accommodation, where appropriate, to perform the duties of the position;
- c. Meets any special qualifying condition which OPM has approved for the position; and
- d. Has the capacity, adaptability, and special skills needed to satisfactorily perform the duties of the position without undue interruption. This determination includes recency of experience, when appropriate.

**SECTION 17. Vacant Positions**

The EMPLOYER may satisfy a Unit Employee's assignment right under this article by assignment to a vacant position. Any such assignment must meet the requirements of Section 16 above.

**SECTION 18. Transfer of Function**

- a. Before a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing Unit Employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in the tenure of his or her employment.
- b. A Unit Employee whose position is transferred under this subpart solely for liquidation, and who is not identified with an operating function specifically authorized at the time of transfer to continue in operation more than 60 days, is not a competing Unit Employee for other positions in the competitive area gaining the function.

- c. Regardless of a Unit Employee's personal preference, a Unit Employee has no right to transfer with his or her function, unless the alternative in the competitive area losing the function is separation or demotion.
- d. The losing competitive area will include Unit Employees who decline to transfer with their function as part of any concurrent reduction in force taking place in that competitive area, as permitted by 5 CFR 351.302 (d) and (e). If there is no concurrent reduction in force taking place, the losing competitive area must use the adverse action procedures found in 5 CFR part 752 and Article 23, Disciplinary and Adverse Actions, if it chooses to separate a Unit Employee who declines to transfer with his or her function.
- e. The EMPLOYER may not separate a Unit Employee who declines to transfer with the function any sooner than it transfers Unit Employees who chose to transfer with the function to the gaining competitive area.
- f. The EMPLOYER will ask Unit Employees in a canvass letter whether the Unit Employee wishes to transfer with the function when the function transfers to a different local commuting area. The canvass letter will be given to the UNION for review before it is sent to Unit Employees. The canvass letter must give the Unit Employee all information concerning all entitlements available to the Unit Employee if the Unit Employee accepts the offer to transfer, and if the Unit Employee declines the offer to transfer. A Unit Employee may later change and initial acceptance of offer without penalty. However, a Unit Employee may not later change an initial declination of the offer to transfer.

**SECTION 19. Identification of Positions with a Transferring Function (5 CFR 351.303)**

- a. The competitive area losing the function is responsible for identifying the positions of competing Unit Employees with the transferring function. A competing Unit Employee is identified with the transferring function on the basis of the Unit Employee's official position. Two methods are provided to identify Unit Employees with the transferring function: (1) Identification Method One; and (2) Identification Method Two. Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which Identification Method One is not applicable.
- b. Identification Method One. Under Identification Method One, a competing Unit Employee is identified with a transferring function if-
  - (1) The Unit Employee performs the function during at least half of his or her work time; or
  - (2) Regardless of the amount of time the Unit Employee performs the function during his or her work time, the function performed by the Unit Employee includes the duties controlling his or her grade or rate of pay.
  - (3) In determining what percentage of time a Unit Employee performs a function in the Unit Employee's official position, the EMPLOYER may supplement the Unit Employee's official position description by the use of appropriate records (e.g., work reports, organizational time logs, work schedules, etc.).
- c. Identification Method Two. Identification Method Two is applicable to Unit Employees who perform the function during less than half of their work time and are not otherwise covered by Identification Method One. Under Identification Method Two, the losing competitive area must identify the number of positions it needed to perform the transferring function. To determine which Unit Employees are identified for transfer, the losing competitive area must establish a retention register in accordance with this part that includes the name of each competing Unit Employee who performed the function. Competing Unit Employees listed on the retention register are identified for transfer in the inverse order of their retention standing. If for any retention register this procedure

would result in the separation or demotion by reduction in force at the losing competitive area of any Unit Employee with higher retention standing, the losing competitive area must identify competing Unit Employees on that register for transfer in the order of their retention standing.

- d. The competitive area losing the function will permit other Unit Employees to volunteer for transfer with the function in place of Unit Employees identified under Identification Method One or Identification Method Two. However, the competitive area may permit these other Unit Employees to volunteer for transfer only if no competing Unit Employee who is identified for transfer under Identification Method One or Identification Method Two is separated or demoted solely because a volunteer transferred in place of him or her to the competitive area that is gaining the function.
- e. If the total number of Unit Employees who volunteer for transfer exceeds the total number of Unit Employees required to perform the function in the competitive area that is gaining the function, the losing competitive area will give preference to the volunteers with the highest retention standing, or make selections based on other appropriate criteria.

#### **SECTION 20. Reemployment and Other Placement Assistance (5 CFR 351.803)**

- a. A Unit Employee who receives a specific notice of separation in a reduction in force must be given information concerning the right to reemployment consideration and career transition assistance under the EMPLOYER'S Reemployment Priority List, and the Career Transition Assistance Programs under 5 CFR Part 330 of this chapter. The Unit Employee must also be given a release to authorize, at his or her option, the release of his or her resume and other relevant employment information for employment referral to the State unit or entity established under title I of the Workforce Investment Act of 1998 and potential public or private sector EMPLOYERS. The Unit Employee must also be given information concerning how to apply both for unemployment insurance through the appropriate State program and benefits available under the State's Workforce Investment Act of 1998 programs, and an estimate of severance pay (if eligible).
- b. When 50 or more Unit Employees in a competitive area receive separation notices under this part, the EMPLOYER must provide written notification of the action, at the same time it issues specific notices of separation to Unit Employees, to:
  - (1) The State or the entity designated by the State to carry out rapid response activities under Title I of the Workforce Investment Act of 1998;
  - (2) The chief elected official of local government(s) within which these separations will occur; and
  - (3) Office of Personnel Management (OPM).
- c. The notice required by paragraph (b) of this section must include:
  - (1) The number of Unit Employees to be separated from the GLSC by reduction in force (broken down by geographic area or other basis specified by OPM);
  - (2) The effective date of the separations; and
  - (3) Any other information specified by OPM, including information needs identified from consultation between OPM and the Department of Labor to facilitate delivery of placement and related services.

#### **SECTION 21. Certification of Expected Separation (5 CFR 351.807)**

- a. For the purpose of enabling otherwise eligible Unit Employees to be considered for eligibility to participate in the dislocated worker programs under the Workforce Investment Act of 1998, administered by the US Department of Labor, the EMPLOYER will issue a Certificate of Expected Separation a competing Unit Employee, who the

- EMPLOYER believes, with a reasonable degree of certainty, will be separated from Federal employment by reduction in force procedures under this article. This Certificate may be issued up to six months prior to the effective date of the reduction in force.
- b. This Certificate will be issued to a competing Unit Employee only when the EMPLOYER determines:
    - (1) There is a good likelihood the Unit Employee will be separated in a reduction in force;
    - (2) Employment opportunities in the same or similar position in the local commuting area are limited or nonexistent;
    - (3) Placement opportunities within the EMPLOYER or other Federal agencies in the local commuting area are limited or nonexistent; and
    - (4) If eligible for optional retirement, the Unit Employee has not filed a retirement application or otherwise indicated in writing intent to retire.
  - c. The Certificate will be addressed the individual Unit Employee and signed by an appropriate GLSC official. It must contain the expected date of reduction in force, a statement that each factor in paragraph 2 of this Section has been satisfied, and a description of Workforce Investment Act of 1998, title I, the Interagency Placement Program, and the Reemployment Priority List.
  - d. This Certificate will not be used to satisfy any of the notice requirements in this.
  - e. Any EMPLOYER determination of eligibility for this certificate may not be grieved under Article 24, Grievance Procedure.

## **ARTICLE 27**

### **FURLOUGHS**

#### **SECTION 1. Factors**

- a. The PARTIES recognize that there are many factors which may lead to the necessity to furlough Unit Employees. The PARTIES further recognize that furlough may be initiated by management due to these factors or the result of an emergency or government shutdown.
- b. The EMPLOYER agrees to work in partnership with the UNION through the LMRC to identify alternative actions such as an external hiring freeze, moratorium on promotions, cancellation or restriction of travel and awards, training, overtime, work, etc. to avoid or limit the scope of a furlough.

#### **SECTION 2. General**

- a. A RIF Furlough is the placement of a Unit Employee in a temporary nonduty and nonpay status for more than 30 consecutive calendar days, or more than 22 workdays, if done on a continuous basis, but not more than one year. A RIF furlough is governed by Article 26.
- b. This Article applies to furloughs up to 22 workdays (or 30 calendar days), either consecutively or intermittently in any given fiscal year (5 CFR 752). Furloughs in excess of 22 workdays (or 30 calendar days) will be conducted in accordance with reduction-in-force provisions (5 CFR 351). This article does not apply to furloughs of seasonal Unit Employees.
- c. Part-time Unit Employees will be furloughed in proportion to their schedule.
- d. Unit Employees' rights and entitlements will be protected during periods of furlough to the extent permitted by statute and regulation and as stated in Section 3.
- e. A reasonable effort will be made to accommodate expressed personal preferences of Unit Employees (e.g. a desire to have some income every pay period) in scheduling any furloughs to the extent they are consistent with work and budgetary requirements.
- f. Competitive Area, Competing Unit Employee, Tenure Group, Tenure Subgroup, Competitive Level, Current Rating of Record, Days, Function, Local Commuting Area, Modal Rating, Rating of Record, Reorganization, Undue Interruption, Retention Register, Creditable Service, Service Computation Date, Adjusted Service Computation Date, Representative Rate are the same as those defined under Reduction in Force and Transfer of Function Article.

#### **SECTION 3. Governing Regulation**

Actions described in this article above shall be governed by this Agreement and 5 CFR Part 351.

#### **SECTION 4. Notification to the UNION**

- a. Prior to announcing an action covered by this article, the EMPLOYER will notify the UNION in accordance with the mid term bargaining article. The notice will be in writing and when practicable provided at least 90 days before the effective date of the separation action. The notice will include the reasons for the action, the types and estimated numbers of positions affected and the proposed effective date.

- b. Upon receipt of the notice the UNION and the EMPLOYER will meet to discuss the adverse effects on Unit Employees from the workforce shaping action.

## **SECTION 5. Furlough Decisions, Selections and Notifications**

- a. The USGS Delegated Authority will govern the decision on using furlough and on the extent and duration of furloughs as a means of responding to a shortage of funds, temporary lack of work, or for other non-disciplinary purposes.
- b. Unit Employees to be furloughed will be given 30 days' written notice stating the specific reason(s) for the furlough and its duration. The advanced notice of a proposed furlough shall include, but is not limited to:
  - (1) Reason(s) for the furlough;
  - (2) Maximum length of the furlough, the specific dates and length of the furlough will be included if know at the time;
  - (3) The reason(s) for selecting a particular Unit Employee for furlough if not all Unit Employees in his or her competitive level are being furloughed;
  - (4) Notice as to the place where regulations and records pertinent to the action may be inspected;
  - (5) Right of Unit Employees to respond within 10 workdays to the proposed furlough;
  - (6) Entitlement to official time to prepare response; and
  - (7) Entitlement to representation;
- c. However, in accordance with 5 CFR 752.404(d)(2), the advance written notice and opportunity to answer are not necessary for a furlough without pay due to unforeseeable circumstances, such as lapses of appropriations, sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. In such cases, Unit Employees shall be given as much notice as feasible.
- d. Except in the event of unforeseeable circumstances, Unit Employees who wish to respond to the notice of proposed furlough have up to ten workdays to do so either orally or in writing to the Director General, or designee, with documentary evidence in support of their answer, if necessary. When a Unit Employee gives an oral response, the EMPLOYER will maintain a summary of the conversation and provide a copy to the Unit Employee.
- e. The EMPLOYER'S decision will be submitted in writing as soon as reasonably possible. The notice of decision to furlough shall include but is not limited to:
  - (1) Decision;
  - (2) Maximum length of furlough, the specific dates and length of the furlough will be included if know at the time;
  - (3) Invitation to Unit Employees to submit for EMPLOYER'S consideration their preferences as to the specific day(s) on which they would prefer to have their furlough scheduled;
  - (4) Prohibition on unpaid voluntary services;
  - (5) General information on entitlements listed in Section 6; and
  - (6) Unemployment compensation guidelines.
- f. Unit Employees who have received the EMPLOYER'S notice of intent to furlough are entitled to a reasonable amount (normally up to four hours) of official time to prepare their response. Unit Employee representatives also shall be entitled to such a reasonable amount of official time to assist Unit Employees in their responses.

## **SECTION 6. Furlough Considerations**

- a. The EMPLOYER cannot accept the voluntary services of Unit Employees in furlough status.
- b. Unit Employees on detail or other assignments whose salaries are not paid out of the EMPLOYER'S Salaries and Expenses account are not subject to furlough when the reason for the furlough is a shortage of EMPLOYER funds.
- c. Unit Employees may engage in outside employment during periods of furlough in accordance with the guidelines in 3 FAM (Foreign Affairs Manual) 4123.2 and 5 CFR 2635. Once the furlough is announced, Unit Employees will be allowed to use government-owned computers and typewriters to prepare resumes and complete employment applications and associated forms on their own time.
- d. Unit Employees who perform court duty during periods of furlough may retain the court pay.
- e. In the case of furloughs resulting from a lapse of appropriation, Unit Employees granted (prior to the lapse) accrued leave to begin prior to or after the lapse may be permitted to use such leave. No Unit Employee, however, may be in a paid status during a furlough.
- f. Enrollment in health plans continues during furlough but Unit Employees are liable for payment of their share of the enrollment costs during such periods. Unit Employees' share of enrollment costs will be deducted from any remaining biweekly pay. If such pay is insufficient to pay these costs, Unit Employees may pay the costs during or after returning from furlough status by personal check or payroll deduction.
- g. Life insurance coverage remains in effect without cost to the Unit Employees while in furlough status.
- h. Retirement contributions during periods of furlough are in proportion to the basic pay of the Unit Employee.
- i. When a full time Unit Employee accumulates 80 hours in non-pay status, including furlough in a leave year, his or her annual and sick leave balances are reduced by the number of hours earned in a pay period.
- j. For entitlement to within grade increases, an aggregate of more than two work-weeks in a non pay/furlough status extends the waiting period for steps 2, 3, and 4 of the General Schedule by a like amount; an aggregate of more than four workweeks extends the waiting period for steps 5, 6, and 7 by a like amount; and an amount in excess of six workweeks extends the waiting period for steps 8, 9, and 10 by a like amount. For prevailing rate Unit Employees (WG, WL and WS schedules), an aggregate of more than one workweek in a non-pay/furlough status for step 2, more than three weeks for step 3 and more than four weeks for steps 4 and 5 extends the waiting period by like amounts. Time in excess of these amounts shall extend a waiting period by the excess amount.
- k. Time spent in furlough status will count as creditable service for time-in-grade (and time-after-competitive appointment) requirements.
- l. Specific information of these and other entitlements may be obtained from the EMPLOYER. Unit Employees may also seek the advice of the UNION.

## **SECTION 7. Additional Furlough Considerations**

Regardless of the length of the furlough or its cause, the PARTIES agree to the following:

- a. Unit Employees will not be discouraged from communicating their personal opinions with the media, Congress, or private citizens regarding the furloughs as long as such communications are not in violation of appropriate laws or regulations regarding security, ethics, and Unit Employee Standards of Conduct.

- b. Unit Employees may submit the necessary forms to change or cancel existing allotments of pay at any time prior to or during the furlough. Processing of the requested changes will be effected to the extent allowable under the conditions of the furlough (e.g. payroll office personnel exemption from a Government shut down.)
- c. Unit Employees may request cancellation of their existing CFC contributions by completing the appropriate form and forwarding to the payroll office for processing. Processing will be effected in the pay period in which received to the fullest extent possible. Unit Employees may re-enroll under applicable regulations.
- d. If a Unit Employee properly schedules "use or lose" annual leave before the start of the third biweekly pay period prior to the end of the leave year, but is unable to use some or all of the scheduled leave because of a furlough or shutdown, the leave will be restored to the Unit Employee to the fullest extent allowed by law and regulation. Restoration of leave requests requires the approval of the appropriate management official.
- e. When the use of official time by an AFGE representative is based on a percentage of the individual's work schedule, the number of official hours available will not be reduced as a result of absent time due to furlough.
- f. Performance evaluations will not be negatively effected because of time lost from work due to any furloughs or shutdowns which occurred during the evaluation period.
- g. Unless necessitated by RIF, reorganization or Congressional action, Unit Employees will return from furlough to the same tour of duty, duty location, and work schedule.
- h. The EMPLOYER will work with Unit Employees on a case-by-case basis to develop a repayment plan when the repayment of health or life insurance premiums following a furlough presents a financial hardship on the Unit Employee.
- i. When Congress passes legislation or the President signs an Executive Order allowing retroactive pay for furloughed Unit Employees, management will pay Unit Employees the fullest amount allowable in accordance with the legislation, executive order, and applicable government-wide laws and regulations already in existence. Management will make every effort to expedite retroactive pay.
- j. The EMPLOYER agrees to allow Unit Employees access to budget and credit counseling. Required services for disabled Unit Employees will be provided for those Unit Employees who need them. To the fullest extent possible, the EMPLOYER agrees that the counseling will be scheduled during work hours and Unit Employee attendance will not be charged to leave. Access will consist of announced briefings on related topics as well as referrals to the Unit Employee Assistance Program. The vendor of such counseling will be required to maintain confidentiality.

## **SECTION 8. Government Shutdown**

In the event of a government shutdown, the PARTIES agree to the following:

- a. The EMPLOYER will use a telephone hotline for keeping the Unit Employees up to date on the status of the furlough. A separate hotline will provide a TTY message, which is the same as the voice message.
- b. When Unit Employees are in a travel status and it is determined that they are not exempted from a government shutdown, return travel expenses will be paid by the USGS in accordance with the Federal Travel Regulations.
- c. The EMPLOYER will make decisions on the number of Unit Employees exempted in a fair and equitable manner based on the actual amount of work required and allowed. To the fullest extent possible, management will not require exempted Unit Employees to perform overtime work, but will reevaluate the need for additional Unit Employees before requesting overtime work be performed.

## **ARTICLE 28**

### **CONTRACTING OUT and OMB CIRCULAR A-76**

#### **SECTION 1. Definition**

- a. Contracting out is the process by which the EMPLOYER acquires property and services by means of procurement from private sources rather than from in-house use of EMPLOYER facilities and personnel. Contracting out includes contracting out for individual and /or group activities.
- b. The EMPLOYER retains the right to make determinations with respect to contracting-out as provided in 5 USC 7106. It is also understood that the EMPLOYER is responsible for accomplishing the mission of the agency and the methods and means by which such operations are to be conducted.

#### **SECTION 2. General**

- a. The PARTIES agree to comply with applicable laws and regulations in all aspects of the contracting out process that are not excluded from collective bargaining under 5 USC 7106(a) or 7117.
- b. The EMPLOYER agrees to notify the UNION, in writing, and consult regarding any anticipated review of a function for contracting out that could affect bargaining unit positions as required or allowed by law, rule and regulations, OMB Circular A-76 and its supplement, and this Agreement.
- c. The UNION shall have the opportunity to review and make comments on the EMPLOYER's submission to the annual "OMB Circular No. A-76 Inventory."
- d. The EMPLOYER shall provide the UNION, without charge, all FAIR ACT listings affecting Unit Employees. At the request of the UNION, the EMPLOYER will meet to explain the rationale for the FAIR Act classification decisions.

#### **SECTION 3. A-76 Competitive Sourcing/Commercial Activity Process**

The PARTIES have a mutual interest in constructive UNION and Unit Employee input in implementing the Commercial Activities (OMB Circular A-76) Studies initiated by the EMPLOYER. Therefore:

- a. The EMPLOYER shall notify the UNION within five (5) workdays of its decision to use an A-76 competition to determine if government personnel should continue to perform the work or contract out work that is currently performed by Unit Employees. The notice shall identify the affected unit(s) and the functions, positions and grade levels of Unit Employees affected. The UNION will be provided all relevant data and information as they become available, including schedules, milestone charts, invitations for bid or requests for proposals, and performance work statements (PWS). The UNION will not be provided any information that the EMPLOYER believes will compromise the confidentiality of the bidding process.
- b. The UNION may submit its views and recommendations on achieving the most efficient and effective organization during the management study time frame. The EMPLOYER agrees to give due consideration to the views and recommendations of the UNION.
- c. The EMPLOYER agrees to hold regular meetings to discuss the status of the competition with all affected Unit Employees, including Unit Employees.

- d. The UNION reserves the right to provide a representative at any bid opening that affects Unit Employees. The choice of representative may not violate any law, rule, or regulation, or the rights of the individual selected as the UNION representative.
- e. Once a specific award is made and there has been resolution of any appeals under the administrative appeals procedure established in OMB Circular A76, the UNION will be provided appropriate data upon request. The UNION will not be provided any advance information that the EMPLOYER believes will compromise the confidentiality of the bidding process or adversely affect management's decision-making authority.
- f. The EMPLOYER will notify the UNION of its decision to contract out work that is currently performed by Unit Employees.
- g. The EMPLOYER and the UNION shall meet as soon as practical after the notification of award of contract above to discuss the impact and implementation of a contracting-out decision. If the UNION wishes to negotiate on the impact and implementation of a contracting-out decision, written proposals must be submitted to the EMPLOYER within ten (10) calendar days after notification. Requests for negotiations must involve an adverse impact on Unit Employees. The UNION agrees that negotiations and third-party actions will not delay the implementation of a contracting-out action if not completed by its effective date. Failure to follow the procedures, and meet the time frames above will waive the right of the UNION to negotiate with regard to contracting-out.
- h. The PARTIES agree that any negotiations concerning any changes from either contracting-out or internal changes to reduce costs should be expedited and done as quickly as possible to maximize time and flexibility to assist Unit Employees.

#### **SECTION 4. Personnel Considerations for Displaced Unit Employees**

- a. Displaced Unit Employees are those identified for release from their competitive level by an EMPLOYER, in accordance with 5 CFR Part 351 and 5 USC Chapter 35 as a direct result of a decision to convert to contract (contracting out) or accept the EMPLOYER'S Most Efficient Organization (MEO).
- b. Unit Employees, who have been displaced by a decision to convert to contract or public reimbursable source performance, have the Right-of-First-Refusal for jobs for which they are qualified that are created by the award of conversion.
  - (1) A standard clause should be included in A-76 cost comparison solicitations notifying potential contractors of this requirement (see Federal Acquisition Regulations [FAR] 52.207).
  - (2) The Right-of-First-Refusal is afforded to all Unit Employees displaced by the decision to convert to contract performance.
  - (3) USGS officials should work with the contracting officer and Unit Employees to implement these provisions.
- c. The EMPLOYER should make reasonable efforts to find available positions for Unit Employees displaced by conversion decisions, including:
  - (1) Giving priority consideration for available positions within the GLSC;
  - (2) Establishing a Reemployment Priority List and an effective placement program;
  - (3) Paying reasonable costs for training and relocation that contribute directly to placement; and
  - (4) Registration in the Department of Interior Priority Placement Program and Career Transition Assistance Program (CTAP) and the Interagency Career Transition Assistance Program (ICTAP).

**SECTION 5. Reduction in Force (RIF) Related to A-76 Contracting Out**

- a. The EMPLOYER agrees to follow the RIF procedures provided in this agreement and applicable RIF regulations when contracting out results in the requirement to separate Unit Employees from service.
- b. Unit Employees may grieve, as outlined in Article 24, RIF actions relating to the interpretation or application of an A-76 related decision to contract out positions.

## **ARTICLE 29**

### **UNIT EMPLOYEE PERSONNEL RECORDS**

#### **SECTION 1. Official Personnel Folder (OPF)**

- a. The Official Personnel Folder (OPF) is the official repository for required records affecting a Unit Employee's status and Federal employment. The OPF provides the basic source of factual data about the Unit Employee's Federal employment history and is used primarily by the USGS Office of Personnel in determining qualifications, employment status, computing length-of- service, and providing information needed in providing personnel services.
- b. Material will be filed in the OPF in compliance with applicable rules and regulations. The EMPLOYER will assure that OPF's are maintained in accordance with applicable Privacy Act requirements. The EMPLOYER is responsible for ensuring that appropriate documents are forwarded to the personnel office for inclusion in Unit Employee's OPF's such as SF 182 (Training), awards, documentation of details, etc.

#### **SECTION 2. Inspection of Records**

- a. Under the following conditions, each Unit Employee and/or his/her personally designated representative will, upon request, be provided access to examine any documents contained in the Unit Employee's OPF, except for any records restricted by law and/or regulation, and may request reasonable copies of the documents. Oversight of OPF review will be done by the Administrative Officer or a designated AO Unit Employee. No OPF will be reviewed by anyone other the Unit Employee unless a signed and dated release is provided to the servicing Personnel Office.
- b. The Unit Employee provides written authorization for the representative to be granted access to the records. Such authorization must state the specific records concerned or provide authorization for the representative to view "any and all records maintained and releasable."
  - (1) The Unit Employee and/or representative must schedule an appointed time to view the records.
  - (2) The records will be reviewed in the general presence of those having custody of the files.
  - (3) Under no circumstances may the Unit Employee or his/her representative personally add to or remove from the contents of the file(s) being reviewed.

#### **SECTION 3. Incorrect or Missing Records**

- a. If a Unit Employee believes information contained in his/her OPF is incorrect in context or should not be included in his/her records, a written explanation should be provided to the Personnel Office. The Personnel Office will review the OPF, and inform the Unit Employee of action(s) taken or the reason(s) for no action being taken.
- b. Unit Employees may submit the original or official and untampered copies of documents they believe to be missing from their OPF. However, the EMPLOYER retains the final authority to determine if the filing of such documents in the OPF is appropriate and/or lawful.

#### **SECTION 4. Unfavorable Records**

- a. Copies of all unfavorable material (such as letters of reprimand, suspension, etc.) will be provided to the Unit Employee before being placed in the OPF. Unit Employees shall be advised of the length of time the EMPLOYER intends to maintain unfavorable material in the OPF. Normally, this information will be provided to the Unit Employee through the decision letter and/or SF-50 affecting the action.
- b. Any Unit Employee who receives written material described above, will be required to acknowledge receipt by signing the receipt copy of the document. If the Unit Employee refuses to sign, the supervisor will notate the date on which the material was provided to the Unit Employee and indicate the Unit Employee's refusal to sign.

#### **SECTION 5. Personnel Authorized to Inspect Records**

- a. Authorized Bureau personnel may inspect a Unit Employee's OPF and other related files on a need-to-know basis.
- b. Authorized personnel who are not employed by the Bureau may inspect a Unit Employee's OPF only after producing appropriate credentials. To the extent allowable, the Unit Employee will be notified of the inspection including the name and firm of the person who inspected the records.

#### **SECTION 6. Other Records**

- a. Records maintained by the EMPLOYER that are not in the OPF and that contain personal information about Unit Employees such as time and attendance records, performance evaluations, records of disciplinary discussions and similar material will be adequately secured to prevent inappropriate disclosure. The EMPLOYER will maintain such records in accordance with applicable Privacy Act requirements, and records disposition guidance.
- b. The PARTIES recognize that notes of a performance or conduct-related nature may be maintained within supervisory files. This includes records of any disciplinary or performance discussions between the EMPLOYER and the Unit Employee. Records of any formal performance or disciplinary action (s) taken must be maintained in accordance with the Bureau's records retention schedule.

## ARTICLE 30

### HEALTH, SAFETY, AND WELLNESS

#### SECTION 1. General

The EMPLOYER agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The EMPLOYER and the UNION agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the EMPLOYER'S control.

#### SECTION 2. Publicity

The PARTIES agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards.

#### SECTION 3. Safety and Health Committee

The GLSC Safety and Health Committee will meet periodically to advise the EMPLOYER on matters related to health and safety. The UNION may appoint one (1) representative to serve as members.

#### SECTION 4. Health and Safety Standards

The EMPLOYER and the UNION agree that USGS Survey Manual SM-445-2-H, USGS Health and Safety Manual, will govern. Alternative standards if used will be specifically identified by the PARTIES to this agreement and documented by local policy or regulation.

#### SECTION 5. Inspections

- a. To maintain a safe and healthful workplace, the EMPLOYER shall conduct an annual safety and occupational health inspection of all work areas affecting conditions of employment of Unit Employees (including remote locations and vessels). These inspections will include air and water quality, air flow, temperature, lighting, and other environmental factors.
- b. Advance notice of all routine inspections will be made to the UNION in order to ensure that a UNION representative may be present. The EMPLOYER will notify the UNION of the name of the EMPLOYER's representative and the date of the annual inspection at least one (1) week in advance when possible.
- c. The EMPLOYER retains the right to perform emergency inspections and act upon its findings without advance notice. If unannounced inspections or surveys are conducted, the UNION will be immediately notified of the time, location and survey officials in order for the UNION to attempt to provide a representative to participate.
- d. The EMPLOYER will assure response to Unit Employee reports of hazardous conditions and require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other conditions. A UNION representative may accompany the EMPLOYER's representative on inspections resulting from Unit Employee/UNION reports.
- e. Research vessel inspections (condition assessments) as well as regular inspections implemented through the large vessel Safety Management System (annual streamlined

inspection program audits, annual Safety Management audits, vessel crew periodic streamlined inspection program tests and inspections, third party condition assessments, other third party tests and inspections required by the Safety Management System) shall be used as the primary tools for identification of hazards on research vessels. The third party condition assessments shall be conducted by independent naval architects or marine surveyors. The seaworthiness and degree of risk said hazards pose for Unit Employees shall be determined by the Vessel Master or Captain with assistance from the Large Vessel Safety Manager, who may enlist the aid of independent third party subject matter experts, as necessary.

- f. Biological staff may accompany inspectors, but shall not be tasked with conducting safety testing and inspections unless provided formal training for the individual tasks.
- g. The UNION will be provided with copies of all inspection reports.

#### **SECTION 6. Notification of Dangerous Condition**

When the EMPLOYER determines that a dangerous or potentially dangerous condition is present at a particular worksite, Unit Employees at that worksite and the UNION will be notified as soon as possible so precautionary steps can be taken.

#### **SECTION 7. Posting Notice of Hazardous Condition**

- a. The EMPLOYER agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted, with a copy to the UNION, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.
- b. The EMPLOYER will maintain updated Material Safety Data Sheets (MSDs) on all hazardous material used and will ensure that all protective equipment and safety precautions listed on the MSDs are in place. The sheets will be located where the material is stored and in areas where the material is used. Unit Employees using the material will have access to the MSDs and will be provided copies, upon request.

#### **SECTION 8. Exposure to Hazardous Conditions**

The EMPLOYER agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the Unit Employee's official duties. Unit Employees performing such duties will be compensated in accordance with ARTICLE 30, SECTION 30, Environmental Differential and Hazard Pay, and applicable regulations cited therein.

#### **SECTION 9. Reporting Hazardous Conditions**

- a. All Unit Employees have the right and will be encouraged by the PARTIES to responsibly report all alleged hazardous situations to designated EMPLOYER Safety and Health officials, using USGS Form 9-3704 (USGS Report of Unsafe or Unhealthful Condition, Appendix XX).
- b. Work on research vessels constitutes a unique risk and is often performed in isolated locations. Because of the unique nature of working on research vessels, all inadequacies identified in condition assessments or other inspections should be considered hazards and

reported using the Form 9-3704. Such inadequacies will be evaluated and a determination of any potential hazard will be made.

#### **SECTION 10. Hazardous Materials Use**

The PARTIES agree hazardous materials use will be under the following guidelines:

- a. The EMPLOYER and all Unit Employees will use the most environmentally friendly materials for operations that require the use of hazardous materials.
- b. The EMPLOYER will ensure the proper disposal of hazardous wastes.
- c. Unit Employees who work with hazardous materials will be trained in environmentally safe uses and practices.
- d. The EMPLOYER will inventory all environmentally hazardous material in the workplace annually for the purpose of proper disposal of any hazardous material no longer in use.

#### **SECTION 11. Imminent Danger Situations**

- a. When a Unit Employee, during the course of performance of official duties, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of a facility, or major property damage, said Unit Employee shall cease the activity and immediately contact the nearest available supervisor. The supervisor shall then make an evaluation of the situation after discussion with appropriate safety personnel and decide as to whether work may proceed. The UNION and the GLSC Director will be advised and specific information provided when requested. In the event that the EMPLOYER does not act on the imminent danger report by the Unit Employee, the Unit Employee shall immediately contact OSHA and report the imminent danger, if they believe the danger still exists.
- b. Unit Employees may decline to perform their assigned task(s) because of a reasonable belief that, under the circumstances, a task(s) poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with applicable regulations. At the request of a Unit Employee or the UNION, the EMPLOYER will investigate alleged unsafe working conditions. Unit Employees must return to their duty station and the performance of the task assigned following a determination that an area is safe.

#### **SECTION 12. Accident Investigations**

Where the EMPLOYER conducts an accident investigation involving or impacting Unit Employees, the UNION shall be permitted at its request to meet with the safety and/or the EMPLOYER official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.). An investigation may not be necessary if through normal EMPLOYER action and with prompt notification to Unit Employees, the hazardous condition identified can be abated immediately.

#### **SECTION 13. Personal Protective Equipment**

- a. The EMPLOYER agrees to provide to Unit Employees any required tools and safety or protective equipment, personal protective equipment (PPE), reasonably fitted safety clothing, and devices necessary to provide protection of Unit Employees from hazardous conditions encountered during the performance of official duties. Unit Employees will use the PPE provided.

- b. The EMPLOYER recognizes special needs of Unit Employees with disabilities and will provide them with appropriate equipment and information.

#### **SECTION 14. Unit Employee Safety Training**

Wherever Unit Employees are required to perform duties which involve real or potential hazards, the EMPLOYER will provide adequate training to Unit Employees. A Unit Employee should not be required to work on a job or machine with which he or she is unfamiliar until the EMPLOYER has provided adequate training and instructions to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

#### **SECTION 15. Abatement**

- a. The EMPLOYER shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions. If there is an emergency situation in an office, the first concern is for the Unit Employees and the public. Should it become necessary to evacuate a building, the EMPLOYER will take precautions to protect the safety of Unit Employees and visitors to the facility. Individuals will not be readmitted until the EMPLOYER determines that there is no longer danger to the evacuated personnel. When the potential for danger escalates to a level that requires emergency response team, e.g., police/fire department, they will determine when the facility is safe to reoccupy. The designated UNION health and safety representative will be notified as soon possible regarding an emergency situation.
- b. If an abatement plan for an unsafe or unhealthy working condition is provided to the EMPLOYER, the UNION will be provided a copy. Such plan may contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect Unit Employees from being injured as a result of the unsafe or unhealthy working conditions.

#### **SECTION 16. Reports to the UNION**

- a. Upon request, the UNION shall be advised by the EMPLOYER of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter affecting Unit Employees. If the inspection is the result of a hazard report, and the Unit Employee who filed the report or the UNION is not satisfied with the action taken, the report of alleged hazard may be further processed.
- b. The EMPLOYER will annually provide all incident and accident figures required by the EMPLOYER and OSHA to the appropriate UNION representative Health and Safety committee. These figures will be provided at the organizational level and will identify components and facilities. The EMPLOYER will make available, upon request, statistical data, excluding sensitive and personally identifiable information (PII), on incident reports, workers' compensation claims, etc.

#### **SECTION 17. Dismissals Due To Unusual Employment or Working Conditions**

The EMPLOYER agrees to consider group dismissals due to unusually or exceptionally hot or cold conditions of work that render the worksite virtually unfit for work.

## **SECTION 18. Workspace Maintenance**

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

## **SECTION 19. Fire Drills**

- a. The EMPLOYER shall conduct fire drills in accordance with applicable laws and regulations. Emergency evacuation plans will be posted in appropriate locations. All Unit Employees will be notified in the event of an evacuation.
- b. Hearing impaired Unit Employees are strongly encouraged to wear the beepers, which have been issued to them, at all times while on EMPLOYER premises, to keep them informed of required actions in the event of an emergency. The EMPLOYER will coordinate a test of all beepers in January and June or upon request of a Unit Employee. To further protect disabled Unit Employees in the event of an emergency, the use of a "buddy system" is encouraged. In the event of an emergency, supervisors and handicap monitors will ensure the evacuation of Unit Employees with disabilities.
- c. For safety reasons, supervisors, particularly those on the night shift, should be conscious of the location of their Unit Employees; and Unit Employees are expected to keep their supervisors informed of their whereabouts at all times.

## **SECTION 20. Physical Examinations**

Fitness for Duty Examinations (Medical Determination Related to Employability):

- a. The EMPLOYER may direct a Unit Employee to undergo a fitness-for-duty examination only under those conditions authorized in prevailing OPM regulations.
- b. When the EMPLOYER orders or offers a medical examination under the provisions of the OPM regulations, it shall inform the Unit Employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. Except in emergency situations, a Unit Employee is entitled to at least five (5) workdays advance written notice that he or she is to take a fitness-for-duty examination. In the event that the Unit Employee is requested to set up an appointment, he or she shall be allowed reasonable time to do so. The notice will set forth the reasons for the examination (including the behavior the EMPLOYER has observed), and the general scope and character of the examination.
- c. Unit Employees directed to take a fitness-for-duty examination will have an opportunity to submit the names of three (3) physicians located in the commuting area to be considered for conducting the examination.
- d. The PARTIES recognize that, pursuant to [5 CFR 339.303](#) (b), the EMPLOYER retains the authority to designate the examining physician. In the event a physician not suggested by the affected Unit Employee is designated to conduct the examination, any medical documentation submitted by the Unit Employee's personal physician will be reviewed and given due consideration by the EMPLOYER. In addition, the EMPLOYER will furnish such medical documentation to the designated examining official. The EMPLOYER shall provide the examining physician with a copy of the applicable standards and requirements for the position, and/or a detailed position description of the duties of the position, including critical elements, physical demands, and environmental factor.
- e. Fitness for duty examinations will be scheduled to take place during the Unit Employee's normal duty hours. If the Unit Employee is unable to drive himself/herself to the

- examination, the EMPLOYER will provide transportation without cost to the Unit Employee.
- f. Medical examinations under this article must be conducted in accordance with accepted professional standards by a licensed practitioner or physician authorized to conduct such examinations.
  - g. The EMPLOYER will pay all costs for the examination(s) of Unit Employees which it orders or offers under these procedures (this does not apply to medical examination related to reasonable accommodation). Unit Employees must pay for medical examinations conducted by a private physician or practitioner in lieu of the physician offered by the EMPLOYER.
  - h. The report of an examination conducted pursuant to this article shall be available to the Unit Employee pursuant to [5 CFR 293.504](#) (b) and [5 CFR 297.205](#).

## **SECTION 21. Notices to the UNION of Serious Injury or Illness**

The EMPLOYER will promptly notify the UNION in the event of a serious on-the-job injury, illness, or death, of the name of the Unit Employee involved, after contact has been made with the Unit Employee's emergency addressee.

## **SECTION 22. Unit Employee Wellness**

- a. The EMPLOYER will provide medical surveillance examinations of individuals exposed to hazardous environments in accordance with applicable regulations and/or position descriptions. Unit Employee time spent for examinations, briefings, consultations, immunizations, etc., pursuant to the EMPLOYER's safety and health program is considered duty time.
- b. The EMPLOYER agrees that the first concern when a Unit Employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.
- c. When it is necessary to assist a Unit Employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the EMPLOYER will assist the Unit Employee in arranging for such transportation.
- d. The EMPLOYER will provide and maintain convenient first aid kits, eye wash stations, etc. The GLSC Safety and Health Committee will monitor the availability, locations, conditions and use of the first aid kits, eye wash stations, fire extinguishers, and other first aid materials, consistent with the recommendations of the bureau safety office and appropriate for the duty location. Locations of first aid stations will be conspicuously marked. There will be a minimum of one (1) first aid kit per twenty (20) Unit Employees in each general area where Unit Employees are located. Research Vessels will be equipped with at least one first aid kit. All Unit Employees will have reasonable access to these supplies.
- e. The EMPLOYER will make appropriate arrangements for Unit Employees when conducting official business with individuals with known serious communicable diseases. If a Unit Employee is exposed to someone at the worksite with a serious communicable disease, the Unit Employee will be offered a screening test during work hours at no cost to the Unit Employee. The EMPLOYER will keep records of Unit Employees' exposure to the active serious communicable diseases.
- f. The EMPLOYER will take appropriate precautions against the spread of infectious disease. Such precautions will include, but are not limited to, availability of liquid soap dispensers and paper towels in bathroom and kitchen areas.

- g. In consideration of the damaging effects of tobacco on the health of the Unit Employees, the PARTIES agree to implement and support a policy which prohibits smoking within all USGS buildings and facilities in which Unit Employees are located. The EMPLOYER will provide designated smoking areas outside the building to accommodate the needs of Unit Employees who smoke. The EMPLOYER agrees to offer, within budget constraints, educational programs to assist smoking Unit Employees who wish to stop smoking.
- h. There will be designated smoking areas on the research vessels.

**SECTION 23. Fitness**

The EMPLOYER and UNION are mutually committed to the concept of wellness and fitness programs as a valuable means of enhancing the well-being, and thereby, the performance and productivity of the EMPLOYER’S Unit Employees. Fitness programs are developed as one component of the EMPLOYER’S overall commitment to Unit Employee wellness. Subject to availability of appropriated funds, the fitness program at the GLSC will be administered in accordance with Survey Manual 370.792.4.

**SECTION 24. On-Site Security**

- a. The EMPLOYER will make reasonable efforts to protect Unit Employees from abusive and threatening customers/clients and will take reasonable precautions to ensure such protections.
- b. Whenever a Unit Employee is faced with a physically threatening situation, the EMPLOYER will provide appropriate assistance.
- c. Unit Employees will not be required to divulge personally identifiable information (PII) to the public in individual circumstances where the Unit Employee reasonably believes harassment or physical abuse may result. In such cases, the Unit Employee should timely inform the supervisor.
- d. Consistent with its right to determine internal security practices:
  - (1) Where conditions warrant, the EMPLOYER may provide equipped security guards at EMPLOYER facilities.
  - (2) The EMPLOYER may equip office areas with appropriate security, to ensure, to the maximum extent possible, Unit Employee safety.

**SECTION 25. Workplace Violence**

- a. The PARTIES recognize that violence constitutes a health and safety hazard in the workplace and that exposure to violence can result in both physical and emotional harm to Unit Employees who are the victims of workplace violence, including those who witness such violence. Moreover, the PARTIES agree that violence of any form is unacceptable in the workplace and that the intent of this clause is to prevent workplace violence, and to minimize the occurrence and effects of violence in the workplace, should it occur. The PARTIES agree that it is the EMPLOYER’S obligation to provide a safe and secure working environment.
- b. For purposes of this agreement "violence" includes any act that harms, attempts or threatens to harm the health and/or safety of a Unit Employee. This definition includes threatening statements or threatening behavior that gives the Unit Employee reasonable grounds to believe that the Unit Employee is at risk of physical harm.
- c. The EMPLOYER shall provide, to all Unit Employees who are at risk of harm from violence in the workplace, information about the nature of the risk and the factors

- contributing to the risk. Such information shall be provided to the Unit Employee immediately after the EMPLOYER learns of the risk.
- d. The EMPLOYER shall report all incidents of violence in the workplace, to the UNION. The EMPLOYER shall ensure that appropriate action is taken, including reporting such incidents to external authorities, if warranted.
  - e. Effects of violence in the workplace. All Unit Employees who report harm resulting from an incident of workplace violence shall:
    - (1) Have access to immediate first aid and transportation to the nearest medical facility;
    - (2) Have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the Unit Employee Assistance Program;
    - (3) Be provided with information on filing a claim for workers' compensation benefits.

## **SECTION 26. Emergency Preparedness**

Each facility shall have an emergency preparedness plan. This plan will publish the chain of command, which will identify a member of the EMPLOYER or designee who will be physically present for Unit Employee direction during all scheduled work hours in each permanent installation. The plan will also cover Unit Employee procedures in the event of fire, earthquake, bomb threat, tornado, hurricane, flood, or similar emergency. Evacuation drills will be conducted annually.

## **SECTION 27. Renovation and Construction**

The EMPLOYER will:

- a. Isolate, to the extent possible, areas of significant renovation, painting, and carpet laying from occupied areas that are not under construction;
- b. When possible, perform this work during evenings and weekends;
- c. Supply adequate ventilation during and after completion of work to alleviate strong odors; and
- d. In leased space, work with the lessor and/or GSA in order to achieve and maintain these standards.

## **SECTION 28. Ergonomics**

The EMPLOYER will make every reasonable effort to provide Unit Employees, as appropriate with ergonomic workstations; that is furniture and equipment that are adapted to human characteristics and capabilities in order to improve the Unit Employee's well-being and optimize productivity. Where a workstation contains a computer monitor or other data entry equipment, the EMPLOYER will, through attrition of equipment, provide at least one work surface per workstation that is adjustable, and it will be designed to minimize unnecessary and/or otherwise awkward work postures and working movements. Efforts will be made to enable the Unit Employee to vary work posture and movement.

## **SECTION 29. Job-Related Traumatic Injury and Occupational Disease**

- a. The Federal Unit Employees' Compensation Act (FECA - 5 USC 8101) is administered by the Office of Worker's Compensation Programs (OCWP) of the U.S. Department of Labor and provides compensation benefits to civilian Unit Employees of the United States for disability due to personal injury sustained while in the performance of duty or to employment-related disease.

- b. In the case of an injury, the Unit Employee should first obtain emergency medical or first aid treatment as appropriate.
  - (1) Unit Employees should report all job-related injuries to their supervisor as soon as possible. The Unit Employee should indicate if he/she wants to file a claim with OWCP. If so, a claim will be entered into the Department's automated system.
  - (2) A Unit Employee who sustains a disabling traumatic job-related injury may request continuation of pay (COP) for the period of disability (absence from work) not to exceed forty five (45) calendar days, or may request annual or sick leave. It is the Unit Employee's responsibility to promptly notify the supervisor of any request for COP or to indicate the type of leave to be used.
  - (3) The supervisor may not authorize COP until a completed CA-1 is received from the Unit Employee. COP may be terminated if the Unit Employee fails to provide medical documentation regarding the injury within ten (10) days.
  - (4) Compensation for loss of wages beyond the period of COP may be claimed by filing the appropriate form with OWCP.
  - (5) The Unit Employee should obtain an authorization for medical treatment (CA-16) prior to going to the doctor, and should also provide OWCP Form 1500 to the doctor for the purpose of submitting bills for administered treatment.
- c. In the case of an occupational disease or illness, the Unit Employee must file the appropriate claim.
- d. Unit Employees must also report to their supervisor's work-related accidents which result in damage to government-owned or leased property in accordance with applicable regulations.

### **SECTION 30. Environmental Differential and Hazard Pay**

- a. As its objective, the EMPLOYER shall have the elimination or reduction of all hazards, physical hardships and working conditions of an unusual nature to the lowest level possible. When the EMPLOYER action does not or cannot overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential shall be authorized.
- b. When the UNION believes that a work situation not previously identified qualifies for payment of a differential under the criteria of 5 CFR 532, Sub-part E, Appendix A, it will notify the EMPLOYER in writing prior to or within ten (10) days of the work occurring, of the title, location and nature of the hazard involved. The EMPLOYER and the UNION will meet within thirty (30) calendar days to discuss the matter. If the hazard is authorized, it will be documented and payment authorized. If the EMPLOYER determines that the situation does not warrant payment of the differential, the UNION will be notified of such decision. Such notification will be in writing and will give specific reasons as to why the situation is considered not to meet the criteria of 5 CFR. If there is disagreement in the determination, the UNION may then choose to raise the matter through the grievance procedures.
- c. When the EMPLOYER determines that a work situation previously subject to environmental differential should be excluded from coverage, it will notify the UNION of the title, location and nature of the condition that would preclude payment of environmental differential. The UNION may request a meeting to discuss the matter; such a request shall be made within 15 (15) calendar days of the initial notification. If agreement is not reached, the UNION may raise the matter through the grievance.

## ARTICLE 31

### EQUAL EMPLOYMENT OPPORTUNITY

#### SECTION 1. Policy

The EMPLOYER and UNION affirm their commitment to provide equal employment opportunity to all Unit Employees and to prohibit unlawful discrimination because of race, color, religion, sex, age, national origin, or disability, as defined by Title VII of the Civil Rights Act, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; the Civil Rights Act of 1991; and the Equal Pay Act.

#### SECTION 2. Equal Employment Opportunity (EEO) Program and Procedure

- a. The EMPLOYER's Equal Employment Opportunity (EEO) Program is designed to promote equal employment opportunity in every aspect of the EMPLOYER personnel policy and practice in accordance with applicable law and Government-wide rules and regulations.
- b. The EMPLOYER shall provide access to the USGS Office of Equal Opportunity (OEO) web site a current list of EEO counselors. This list provides the name and telephone numbers of the counselors.
- c. The EMPLOYER will make available to Unit Employees access to written information describing the EEO complaint procedure.
- d. Any Unit Employee who seeks to file a complaint shall have the right to select a representative of his or her choosing, who may or may not be a UNION representative.

#### SECTION 3. Reasonable Accommodations of Individuals with Disabilities

The EMPLOYER agrees to abide by the requirements of the Rehabilitation Act of 1973, as amended, and the implementing regulations, found at 29 CFR 1630, when addressing issues of discrimination and reasonable accommodation raised by Unit Employees.

#### SECTION 4. Temporary Accommodations for Unit Employees

- a. Unit Employees may formally request temporary accommodation. A formal request for such accommodation must be in writing and include the Unit Employee's reason for requesting an accommodation, the Unit Employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed. The EMPLOYER agrees to consider such requests; the Unit Employee and supervisor should work together to try to find solutions to accommodate each other's needs. The EMPLOYER'S decision on whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the Unit Employee's specific needs, the work environment, and the business needs of the EMPLOYER. If a Unit Employee's request is based on a medical condition, the EMPLOYER may require that the Unit Employee submit medical documentation in support of her or his request.
- b. The EMPLOYER is responsible for responding to the requests for accommodation in a timely manner. If the request is not granted, the EMPLOYER will state in writing the reason(s) why an accommodation cannot be made. Rejection of a request for temporary accommodation is excluded from coverage under Article 24, Grievance Procedures.

## **SECTION 5. EEO Complaint Elections**

- a. Unit Employees who have complaints based on discrimination may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement; or the statutory complaint process, but not both.
- b. Consistent with Article 24, Section 5, a Unit Employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first.
- c. A discussion with an EEO representative in no way precludes the filing of a grievance that is otherwise timely.
- d. A mixed case complaint is a complaint of employment discrimination filed with a federal EMPLOYER based on race, color, religion, sex, national origin, handicap, or age related to or stemming from an action that can be appealed to the Merit Systems Protection Board (MSPB). A Unit Employee may not file a mixed case complaint and an MSPB appeal on the same matter and whichever is filed first shall be considered an election to proceed in that forum.

## **SECTION 6. Discrimination Complaints**

- a. A Unit Employee, who believes he or she has been discriminated against, may file an EEO complaint or grievance. The Unit Employee must contact an EEO representative in accordance with 29 CFR 1614 (currently within forty five (45) calendar days of the date of the alleged discriminatory action). If a Unit Employee chooses to file a grievance, the grievance must be filed in accordance with Article 24.
- b. The EMPLOYER shall notify the UNION of all proposed remedial or corrective actions which impact on Unit Employees, other than the complainant, as the result of informal or formal resolution of EEO complaints filed under the EEO administrative complaint or grievance process.

## **SECTION 7. Sexual Harassment**

- a. The EMPLOYER and the UNION recognize that sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and may adversely affect Unit Employee opportunity. All Unit Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The EMPLOYER'S goal is to provide all Unit Employees a work atmosphere free from sexual harassment.
- b. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conducts of a sexual nature constitute sexual harassment.
- c. Unit Employees who believe they are being sexually harassed in the workplace should make it clear to the offender that they find the behavior/comments to be offensive. If the behavior/comments do not cease, the Unit Employee shall report the harassment to the appropriate level of management.
- d. The EMPLOYER agrees to promptly examine allegations of sexual harassment and take necessary corrective action. Where a Unit Employee has brought an allegation of sexual harassment to the attention of the EMPLOYER, the EMPLOYER shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation.

## **SECTION 8. Formal Discussion**

The UNION will be notified and provided an opportunity to be present in any formal discussion affecting the terms and conditions of employment at such time in the processing of any EEO complaint as required by law. The EMPLOYER will notify the UNION designee as far in advance of the formal discussion as possible under the circumstances and inform him or her of the nature of the original complaint; e.g., age discrimination. The UNION representative will be acknowledged at the start of the formal discussion and given an opportunity to participate, which includes the opportunity to speak, comment and make statements.

## **ARTICLE 32**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

#### **SECTION 1. The Employee Assistance Program (EAP)**

- a. The EAP may be used to promote the well-being of Unit Employees and their family members through counseling and referral for assisting those Unit Employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to Unit Employees and their family/household members, where permitted within the vendor contract, in areas including, but not limited to: family problems (such as marital, parenting, in-law, elder care, and death); problems with alcohol and other drugs; health concerns such as serious medical conditions, or mental illness; and other areas that could adversely impact a Unit Employee's job performance.
- b. The EMPLOYER and the UNION agree to cooperate in implementation of the EAP goals of providing assistance to Unit Employees on work-related and personal concerns, including rehabilitation/education programs and counseling of Unit Employees on alcoholism, drug abuse, mental and emotional concerns, behavioral disorders and interpersonal relations.
- c. The UNION and the EMPLOYER recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.
- d. Any Unit Employee with such concerns as substance abuse, marital situation, interpersonal relationships, depression, children's school difficulties, or financial difficulties will receive strictly confidential help through this comprehensive service.

#### **SECTION 2. Leave Arrangements for Treatment Programs**

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

#### **SECTION 3. EAP Program Information**

- a. The UNION will be informed of Unit Employee sponsored seminars, workshops, conferences or training sessions.
- b. The EMPLOYER will inform Unit Employees of the program and its services by official releases and publications to be posted on bulletin boards or via email.

## ARTICLE 33

### AWARDS

#### AWARDS AND RECOGNITION PROGRAM

- a. The EMPLOYER and the UNION agree that substantial benefits will occur through energetic sponsorship and maintenance of an awards program and that awards will be distributed in a fair and equitable manner. The Awards and Recognition Program is designed to encourage all Unit Employees to share actively in improving Government operations; enhancing productivity and creativity; and achieving personal job satisfaction through providing timely recognition to those whose job performance and adopted ideas benefit the government and are substantially above normal job requirements.
- b. The Program shall be administered in accordance with appropriate laws, rules, regulations, and EMPLOYER guidance, and the provisions of this Agreement.
- c. The EMPLOYER will provide the UNION with an annual list of awards presented to bargaining Unit Employees which will include organizational location, series, grade, and type of award.
- d. When a Unit Employee performs exceptionally and receives an award, the award will be processed promptly and a congratulatory letter or award certificate will accompany the award.
- e. The Awards and Recognition Program allows for the acknowledgment of contributions that lead to achievement of organizational, team, or individual results through the use of monetary awards, non-monetary recognition, and honor awards.
  - (1) Monetary awards are cash awards (e.g., Special Thanks for Achieving Results (STAR), Quality Step Increases, Continuous Achievement Recognition) which may be granted to recognize an individual or team for achieving organizational results; providing quality customer service; displaying exemplary behavior, dedication, innovation, and/or team cooperation; fostering partnerships; promoting diversity; ensuring safety in the work place; or for sustained exceptional performance.
  - (2) Non-monetary Recognition and Informal Honors (e.g., Time-Off Recognition, Non-monetary Recognition of nominal and significant value, informal honors, Length-of-Service Recognition) may be granted to Unit Employees to recognize superior accomplishment of regularly assigned duties; exceptional achievement of project goals; noteworthy accomplishments over a sustained period; or specific contributions to the organization's mission.
  - (3) Honor Awards (e.g., Distinguished Service, Meritorious Service, Unit Award for Excellence of Service, Superior Service, and Heroic Act Honors) are the most prestigious recognition that may be granted for career accomplishments, exceptional support of the Department/Bureau mission, or for heroism.

## ARTICLE 34

### WAGE SURVEYS

#### SECTION 1. Definition

- a. The Federal Wage System is a uniform pay-setting system covering Federal Unit Employees paid by the hour. The aim is to assure that Federal trade, craft, and laboring Unit Employees in a local wage area who do the same kind of work get the same rate of pay. Successful labor-management partnership is a hallmark of the Federal Wage System, with labor organizations involved in all phases of providing an equitable pay system.
- b. The common wage schedules consist of 15 grades, covering most non-supervisory Unit Employees. Schedules for supervisors and leaders are based on the non-supervisory schedules, but are separate from them.
- c. In each pay grade, there are five step rates, each step rate is approximately 4 percent apart, with the second step based on the going rate in private industry.
- d. Night shift differentials are provided as a uniform percentage of the hourly rates of pay for Unit Employees paid under the system.
- e. The uniform pay-setting system guarantees that:
  - (1) A Unit Employees pay will be the same as the pay for other Federal jobs a defined wage area.
  - (2) A Unit Employee's pay will be in line with the pay for private industry jobs similar to the Federal jobs in a defined wage area.

#### SECTION 2. Wage Survey Process

- a. For each wage area, the Office of Personnel Management identifies the "lead" agency that is, the Federal agency with the most trade, craft, and laboring Unit Employees in that wage area. The lead agency for each wage area is responsible for conducting wage surveys, analyzing data, and issuing wage schedules under the policies and procedures prescribed by the Office of Personnel Management. Each lead agency is advised by an Agency Wage Committee. All agencies in a wage area pay their hourly wage Unit Employees according to the wage schedules developed by the lead agency.
- b. Labor organizations also play an important role in the wage determination process by providing representatives to the two Federal Wage System committees which are deeply involved in this process. The Unit Employee UNIONS having the greatest number of wage Unit Employees under exclusive recognition in each lead agency are named the "lead" UNIONS and designate two of the five members of a lead agency's national level Wage Committee. Locally, the UNION with the most Unit Employees under exclusive recognition in a wage area designates one of the three members of each Local Wage Survey Committee.
- c. In addition, labor organizations nominate half of the Federal Unit Employees who collect wage data from private enterprise EMPLOYERS. A partnership team of one labor data collector and one management data collector visits each surveyed EMPLOYER.
- d. The UNION shall be notified by the EMPLOYER promptly upon release or availability of an official announcement relating to the tentative or actual start date of any type wage survey that involves Unit Employees in the Unit.

## **ARTICLE 35**

### **TOOLS AND EQUIPMENT**

#### **SECTION 1. Availability of Tools, Equipment and Technology**

The EMPLOYER will assure access to available tools, equipment and technology necessary for the performance of associated duties. The UNION agrees to assist the EMPLOYER in efforts to reduce costs by encouraging Unit Employees to observe proper procedures for the care and maintenance of tools and equipment. Adequate transportation will be provided for Unit Employee use at the work sites.

#### **SECTION 2. Storage**

The EMPLOYER shall provide adequate locker facilities for each Center location and/or field station, consistent with space and procurement limitations.

## ARTICLE 36

### OFFICE MOVES AND SPACE MANAGEMENT

#### SECTION 1.

The PARTIES agree that the physical movement of individual or organizational group(s) of bargaining Unit Employees may be necessary due to a reorganization, or to promote the efficiency of operations and/or the efficient use of allocated office space.

#### SECTION 2.

The PARTIES agree that:

- a. The provisions of this article will be followed when implementing office moves
- b. Every attempt shall be made to relocate bargaining Unit Employees into comparable or better working space and areas.
- c. Newly constructed office space will be at least 64 square feet and whenever possible will be 80 square feet.
- d. Unit Employees will have storage space equal to or better than what they currently have; e.g., numbers of flipper files, lateral files, bookcases, etc., as space allows. The EMPLOYER will work with Unit Employees to accommodate their individual storage needs, where possible.
- e. Where groups are moving or space is being reconfigured, the EMPLOYER will solicit Unit Employee wishes when assigning individual office space within organizational units and that "tie breakers" will be decided based on grade and then on seniority, using the SCD (service computation date).
- f. To the extent possible, the PARTIES agree that supervisors will have private offices so that Unit Employees have the opportunity for private communication.
- g. All safety requirements will be met, such as the proper number of exits from work spaces and doors will not be improperly blocked.
- h. Where a unit is not moving, the EMPLOYER will attempt to allow individual Unit Employees to remain in their present space.
- i. If possible, Unit Employees shall keep the same telephone number and telephone service(s). Required dedicated telephone lines for TDD's will be installed and working prior to moving Unit Employees with hearing impairments. If a hearing-impaired Unit Employee shares a telephone line with hearing Unit Employees and that line becomes dedicated for a TDD only, another phone shall be installed for the hearing Unit Employees, as appropriate.
- j. The EMPLOYER agrees that, to ensure proper space evaluations, efficiency, fairness, and necessary financial savings to the Government, along with meeting user requirements, input from the UNION will be solicited prior to decisions regarding space management.
- k. The PARTIES agree to bargain as appropriate over matter of more than a de minimus impact which are not covered by this agreement.

## **ARTICLE 37**

### **INDEMNITY OF UNIT EMPLOYEES**

Consistent with laws and regulations, the Government may provide legal representation for Unit Employees against whom suit is brought in a Civil or Criminal Court based upon activities alleged to be within the scope of their official duties, and may assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties in accordance with applicable laws, rules and regulations. Upon request, the EMPLOYER agrees to provide information, guidance, and assistance to Unit Employees who are considering and making a request for such legal representation.

## **ARTICLE 38**

### **COPIES OF THE AGREEMENT**

#### **SECTION 1. Copies**

- a. In order to comply with the USGS and EMPLOYER mission to reinforce green practices, this agreement will be made available to all Center Unit Employees on the Center's website.
- b. The EMPLOYER will provide 10 printed copies to the UNION.
- c. The EMPLOYER will provide one (1) printed copy of the Agreement for each Center location.
- d. The EMPLOYER will provide an electronic version of this Agreement for ratification purposes.
- e. Supplemental agreements entered into will be provided on the same basis.

#### **SECTION 2. Training**

Managers and UNION Officers and Stewards will receive joint training concerning content of this agreement within 90 days of approval.

## **ARTICLE 39**

### **EFFECTIVE DATE AND DURATION OF AGREEMENT**

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

This agreement shall become effective on the date of approval by the Department of Interior, or on the thirty first (31st) day after signature by the Deputy Center Director, GLSC, if approval or disapproval has not been made by the Department of Interior.

#### **SECTION 2. Duration**

- a. This agreement shall remain in full force and effect for five (5) years from the effective date.
- b. This Agreement shall automatically renew itself from year to year thereafter.

#### **SECTION 3. Renegotiation**

- a. Either party may give written notice to the other not more than one hundred and twenty (120) or less than ninety (90) days prior to the expiration date, for the purpose of renegotiating this agreement. When either party serves notice of intent to renegotiate in accordance with the terms of this section, the party will indicate what articles are to be renegotiated and will also indicate the subject matter of any new articles which will be proposed.
- b. In the event such notice is given by either party, the PARTIES will begin negotiating ground rules for the new negotiations within sixty (60) days from the date of receipt of notice of the intent to renegotiate. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.

#### **SECTION 4. Reopener**

Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the PARTIES. Such negotiations shall be conducted in accordance with Article 8, Mid-Term Bargaining.

#### **SECTION 5. Amendments and Modifications**

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

**EXECUTION AND APPROVAL**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT  
ON THIS 26<sup>TH</sup> DAY OF JANUARY 2009.**

**FOR THE GREAT LAKES  
SCIENCE CENTER**

**FOR LOCAL 723,  
AMERICAN FEDERATION OF  
GOVERNMENT UNIT EMPLOYEES**

---

**Deputy Center Director, GLSC**

**President  
Local 723, AFGE**

**APPROVED BY**

---

**Department of the Interior  
Labor Relations**