COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COMPTROLLER OF THE CURRENCY

AND

THE NATIONAL TREASURY EMPLOYEES UNION

EFFECTIVE DATE:

December 6, 2013

(REVISED 2016)

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PREAMBLE

The Comptroller of the Currency, hereinafter referred to as the "Employer" and the National Treasury Employees Union, hereinafter referred to as the "Union," and its Chapters 298, 299, 300, 301 and 302, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and employers involving conditions of employment; and

The Employer and the Union recognize that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and

The Employer and the Union recognize every intention to deal with each other in good faith, honesty, and mutual respect. This cooperation promotes both the efficiency of the Employer’s operation and the well-being of its employees; and

The Employer and the Union agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices; and

The Employer and the Union hereby further agree as follows:

ARTICLE 1
RECOGNITION AND COVERAGE

Section 1

The Employer recognizes the National Treasury Employees Union (Union), as the exclusive representative of the following employees, as certified by the Federal Labor Relations Authority in Case No. WA-RP-02-0072:

> Included: All professional and non-professional employees employed by the Office of the Comptroller of the Currency, Department of the Treasury.
>
> Excluded: All management officials, supervisors, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

Section 2

The term "employee," when used in this Agreement, refers only to bargaining unit employees, unless otherwise stated.

Section 3

During the term of this Agreement, the Employer agrees that all new employees employed in the unit described in Section 1 above will be automatically covered under the terms and conditions of this Agreement.

ARTICLE 2
EFFECT OF LAW AND REGULATION

Section 1

In the administration of all matters covered by this Agreement, the parties are governed by:

1. Existing or future laws;
2. The Employer's rules and regulations in effect upon the effective date of this Agreement, unless contrary to the terms of this Agreement or government-wide rules or regulations applicable to the Employer;
3. Government-wide rules or regulations applicable to the Employer that are in effect upon the effective date of this Agreement; and
4. Government-wide rules or regulations applicable to the Employer that are issued after the effective date of this Agreement and that are not in conflict with this Agreement.

Section 2

To the extent that provisions of the Employer's Rules and Regulations are in specific conflict with this Agreement, the provisions of this Agreement will govern.

Section 3

The parties agree that wherever the phrase, "The Employer has determined" or "Management has determined" appears in this agreement, it denotes a unilateral management determination that has been placed in the agreement for informational purposes only. The parties understand that such determinations may be unilaterally changed by the Employer at any time to the extent consistent with law, after any notification to the Union and negotiations required by law. The parties further understand that the Employer fully retains all management rights accorded by 5 USC 7106, and that nothing in this Article shall constitute a waiver of the Union's right to negotiate over the Employer's rules and regulations, to the extent permitted by law.

ARTICLE 3
EMPLOYEE RIGHTS

Section 1

Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Agreement, such right includes the right:

A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the Employer or otherwise appropriate authorities; and

B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Agreement.

Section 2

The initiation of a grievance in good faith by employees will not cause any reflection on their standing with their supervisor or on their loyalty or desirability to the organization. Employees and Union representatives may exercise any rights provided by the Federal Service Labor-Management Relations Statute or this Agreement freely and without fear of penalty or reprisal.

Section 3

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

Section 4

The Employer will continue to recognize and respect the dignity of each employee in the formulation and implementation of personnel policies and practices. The Employer recognizes the statutory rights and protections established in 5 USC 2301(b), Merit Systems Principles, and 5 USC 2302(b), Prohibited Personnel Practices (Attachment 1).

Section 5

An employee must follow supervisory orders, directions, or assignments.

A. No employee will be adversely affected as a result of carrying out the lawful assignments and instructions of the Employer, or when the employee acts in good faith in carrying out the instructions of the Employer, provided that the Employer retains the right to consider the quality of the employee's performance in performance appraisals, assignments, promotions, and other personnel matters.

B. In the event an employee questions the legality (limited to a reasonable belief that the order, direction, or assignment violates law, rule, regulations, or published professional codes of ethics) of a supervisor's order:

1. The employee shall discuss the difference and the basis for it with his or her supervisor with the intent of resolving the difference.

2. If unresolved, the supervisor shall give the instructions to the employee in writing, upon request. The Employer shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor.

C. At such time as the employee has complied with a supervisor's order, direction, or assignment, he or she may file a grievance, complaint, or appeal, as appropriate, to seek a remedy to any alleged violation of his or her rights.

D. The Employer's ethics policies and rules will comply with applicable laws and regulations. The Employer will issue or modify supplemental ethics regulations consistent with guidance in OGE advisory opinion LA-11-07 and applicable OGE regulations. Any Agency ethics-related requirement issued in contravention of LA-11-07 and applicable OGE regulations will not be enforceable against employees.

Section 6

Unless otherwise provided for in this agreement, an employee is entitled to a reasonable amount of duty time, normally not more than one hour on a single matter, for meetings for representational purposes with his/her Union

representative. An employee who wishes to meet with a Union representative to discuss representational matters will request permission from his/her supervisor prior to leaving his/her immediate work area. The employee is only required to disclose to his or her supervisor the general representational purpose for contacting a Union representative (e.g. "to discuss a grievance") and the meeting's expected duration, provided that the Employer may obtain more specific information about the nature of the meeting if the employee requests more than one hour or if the Employer has reasonable grounds to believe the employee is abusing the right to meet with a union representative. The supervisor shall grant the employee's request unless the requested duration is unreasonable or the employee's absence would substantially interfere with business needs. If the request is denied, the supervisor will identify the time period, normally within one business day, when the employee may meet with his/her Union representative. If the employee requests, the Employer will consider whether it is appropriate to extend any relevant filing deadline for a like period. The employee will notify his/her supervisor upon return to his/her immediate work area.

Section 7

A. In accordance with 5 USC 7114(a)(2)(B) of the Statute, employees have the right to Union representation at any examination of them by the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against him or her and the employee so requests representation. Twice a year, the Employer will issue an electronic notice informing employees of their rights under 5 USC 7114(a)(2)(B).

B. The Union will make reasonable efforts to make a qualified representative available at an examination. If representation is requested but is not available, the meeting will be postponed for a reasonable period of time, but not more than one workday. Under exigent circumstances, the Employer need not wait to conduct the investigatory examination until the Union is able to provide a representative.

C. The Union's role as representative of an employee during an examination is to:

1. Assist the employee in clarifying the facts,
2. Suggest other individuals who have knowledge of the facts,
3. Surface other facts that may impact the final decision in the matter,

4. Take notes, and
5. Advise the employee.

D. To the maximum extent possible, all examinations of employees as described in Section 7A will be conducted in a private room.

E. At the time the employee is initially contacted to schedule such an interview as described in Section 7A, the employee will be provided with the general subject of the interview.

Section 8

Except as otherwise provided for in this Agreement, a grievant, appellant, or an employee who is the subject of an examination will receive duty time, in accordance with approval procedures in Section 6 of this Article, including travel reimbursement for any authorized travel in accordance with the Comptroller's Handbook for Travel, for authorized travel to and attendance at the following:

1. Grievance meetings with the Employer;
2. Arbitration hearings;
3. Oral reply meetings for a notice of proposed disciplinary or adverse action;
4. An adverse action hearing, if the employee is still on the rolls;
5. Other statutory appeal hearings, if the employee is still on the rolls;
6. An examination by a representative of the Employer in connection with an investigation which may lead to disciplinary action.

Section 9

A. Employees who have written questions concerning an interpretation or application of the Standards of Conduct on which the inquiring employees have an immediate personal interest may direct their written questions to the appropriate Employer official. The Employer will to the maximum extent possible provide a written or oral answer, as appropriate, to the inquiring employee within 30 days.

B. The Employer agrees that it will apply 5 CFR 2635 and 3101 in accordance with law and in a fair and impartial manner.

Section 10

The Employer has determined that it will indemnify employees for actions taken as part of their official duties in accordance with the Employer's current practice.

Attachment 1

5 USC 2301. Merit system principles

(b) Federal personnel management should be implemented consistent with the following merit system principles:

(1) Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity.

(2) All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

(3) Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.

(4) All employees should maintain high standards of integrity, conduct, and concern for the public interest.

(5) The Federal work force should be used efficiently and effectively.

(6) Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.

(7) Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.

(8) Employees should be

(A) protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and

(B) prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.

(9) Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences -

(A) a violation of any law, rule, or regulation, or

(B) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

5 USC 2302. Prohibited personnel practices

(b) Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority -

(1) discriminate for or against any employee or applicant for employment -

(A) on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 USC 2000e-16);

(B) on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 USC 631, 633a);

(C) on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 USC 206(d));

(D) on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 USC 791); or

(E) on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation;

(2) solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of -

(A) an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

(B) an evaluation of the character, loyalty, or suitability of such individual;

(3) coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

(4) deceive or willfully obstruct any person with respect to such person's right to compete for employment;

(5) influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

(6) grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;

(7) appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in section 3110(a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in section 3110(a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;

(8) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of -

(A) any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences -

(i) a violation of any law, rule, or regulation, or

(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

(B) any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences -

(i) a violation of any law, rule, or regulation, or

(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

(9) take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of -

(A) the exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation;

(B) testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (A);

(C) cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or

(D) for refusing to obey an order that would require the individual to violate a law;

(10) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States; or

(11) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in section 2301 of this title.

This subsection shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

ARTICLE 4
EMPLOYER RIGHTS

Section 1

In accordance with 5 USC 7106(a), the Employer retains the right:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

B. In accordance with applicable laws –

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

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

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

   a. Among properly ranked and certified candidates for promotion; or

   b. Any other appropriate source;

4. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2

In accordance with 5 USC 7106(b), nothing in this Article shall preclude the Employer and the Union from negotiating –

1. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. Procedures which management officials of the Employer will observe in exercising any authority under 5 USC 7106; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by such management officials.

Section 3

While language in this Agreement may refer to specific duties or responsibilities of specific employees or management officials, the parties recognize that the Employer retains its statutory right to assign work and to determine who will perform particular functions.

ARTICLE 5
UNION RIGHTS

Section 1

A. The Union is the exclusive representative of the employees in the unit and is entitled to act for, and represent the interests of all employees in the unit.

B. The Union shall have the right to present its views to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions.

Section 2

A. In accordance with Section 7114(a)(2)(A) of the Federal Service Labor-Management Relations Statute, the Union has the right to attend and send a representative of its own choosing to any formal discussion between the Employer and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general conditions of employment. The Union agrees that it will normally designate a representative who is co-located in the office where the formal meeting is being held. Advance notification will be given to the appropriate chapter president, or individual designated by the Union, as soon as the meeting is scheduled. The notice will include the date, time, location and purpose of the meeting.

B. At those formal meetings where the Union has chosen to be represented, the Union will normally notify the Employer in advance of the meeting who its representative will be, if sufficient advance notice of the meeting has been provided by the Employer. If the Union has not identified its representative in advance of the meeting, the representative will identify him or herself to the manager conducting the meeting before the meeting commences. The Union representative may ask questions and make comments regarding the Union's position concerning the issues addressed at that meeting. The Union representative cannot use his or her attendance to disrupt the meeting or to undermine the Employer's position at the meeting. The Employer retains the right to terminate the meeting.

Section 3

If, during the course of a meeting with a supervisor or manager, an employee reasonably believes that the substance of a discussion meets the definition of an investigatory examination as described in Article 3, Section 7A, and the employee requests representation, an opportunity for Union representation will be provided consistent with the time frames contained in that provision of the Agreement.

Section 4

A copy of any written Employer-initiated survey of bargaining unit employees which concerns matters affecting terms and conditions of employment will be provided to the Union. The Union will normally have five, but not more than 10, workdays to review and comment prior to distribution. This does not cover customer service surveys or routine information solicitations from employees such as anticipated leave usage during a holiday season. National surveys will be provided to the Union's national president or designee, and surveys affecting employees only within a single district will be provided to the chapter president of the district covered by the survey.

ARTICLE 6
UNION REPRESENTATION AND OFFICIAL TIME

Section 1

A. The terms "representative," "steward" or "officer" are used interchangeably in this Agreement and those terms refer to all current employees officially elected or designated by the Union to represent bargaining unit employees, e.g., assistant chief stewards, chief stewards, stewards, and Union officers. No other bargaining unit employee(s) may be authorized by the Union to act on its behalf and receive official time, unless mutually agreed to by the parties.

B. The Union may designate representatives to act on its behalf in accordance with the following:

1. In addition to the chapter presidents, the Union may appoint stewards at a ratio of no more than one steward for every 35 bargaining unit employees, or major fraction thereof (e.g., two stewards if there are more than 53 bargaining unit employees), within each office. For the purposes of this calculation multiple offices located within one mile of each other will be treated as a single office, except that the Washington satellite office will not be considered as part of the headquarters office. However, the Union may appoint at least one steward in each office location. The steward(s) appointed to represent a given office must be located/stationed at that office location.

2. Union representatives, including the chapter presidents, will receive official time in accordance with this Agreement.

3. Stewards may represent any organizational segment within the geographic boundaries of that chapter. In addition, the Employer recognizes that a steward from another chapter may cross chapter boundaries when there is no Union representative available in the same location where the matter arises. Generally, the steward crossing chapter lines will be the one in the office closest to where the need for representation arises. It is encouraged that matters which can be handled electronically or via telephone be handled in that manner. In any case, stewards are subject to the check-in/check-out procedures outlined in Sections 4C and D of this Article.

4. The hours enumerated herein are based on a fiscal year and shall be pro-rated in the first year of this Agreement. Any unused time cannot be carried over from one fiscal year to the next fiscal year, absent mutual agreement.

5. Official time will only be granted for representational activities performed when the representative would otherwise be in a duty status, i.e., during the representative's regular work schedule. Representatives may not earn overtime or compensatory time while performing representational activities. A Union representative may be allowed to earn credit hours for attendance at meetings that occur outside of his or her regularly scheduled tour of duty, if:

   - The meeting is scheduled and attended by the Employer, and;
   - Credit hours are requested prior to the meeting and approved by the Employer.

   However, credit hours cannot be earned for meetings that are scheduled on a representative's day off solely to accommodate a request from that representative.

   The earning and usage of credit hours by Union representatives are subject to the limitations set forth in Article 16, Section 7.

Section 2

The Union agrees to provide to the Employer a list of stewards/representatives as described above, within 30 calendar days after the effective date of this Agreement. The Union will also provide to the Employer written notice of any changes (additions or deletions) in such a list at least five workdays in advance of the effective date of the change, if circumstances permit. Failure to provide timely notice of a change in steward/representative designation will not serve to deny employees representation. A representative may be denied official time for representational activities until such notice is provided to the Employer.

Section 3

A. The parties agree that the use of official time for the activities identified in this Article contributes to the effective conduct of the Employer's business and is in the public interest.

B. Consistent with the provisions contained in Section 1 of this Article, the Union will be provided with a bank of hours for official time used in connection with all representational activities listed below. The number of hours in the bank shall be determined by multiplying the total number of bargaining unit employees it represents as of October 1 of each year by 4.5 hours in the first year of this Agreement, and by 4.2 hours in the second and each successive year of the Agreement. Official time for representational activities which will be charged against the bank will include the following:

1. Meetings with the Employer concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 USC 7114(a)(2)(A);

2. Meetings to discuss or present unfair labor practice charges or unit clarification petitions, or meetings with the Federal Labor Relations Authority (FLRA) or participation on behalf of the Union in proceedings before the FLRA;

3. Oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions, provided that the Union is designated as the personal representative of the employee;

4. Meetings to present appeals in connection with statutory or regulatory appeal procedures, provided that the Union is designated as the personal representative of the employee;

5. Examinations of employees in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation;

6. Grievance meetings and arbitration hearings;

7. Negotiation sessions with the Employer (e.g., mid-term negotiations);

8. Meetings of committees on which Union representatives are authorized joint membership pursuant to this Agreement, including preparation for and attendance at the Labor-Management Relations Committee (LMRC) meetings;

9. Participating in Union-sponsored and financed training programs or other non-Union sponsored training designed to improve representational skills or otherwise improve the labor-management relationship;

10. Communicating with affected employee(s) about matters covered under this Agreement;

11. Preparing and investigating grievances, interviewing witnesses, preparing arbitrations, and meeting with Union National Staff Representatives in connection with representational activity;

12. Preparing to represent an employee in a statutory appeal process, provided that the Union is designated as the personal representative of the employee;

13. Preparing to negotiate over mid-contract issues;

14. Preparing to participate in an FLRA investigation or hearing as a representative of the Union;

15. Preparing and maintaining records and reports required of the Union by Federal agencies under 5 USC 7120(c);

16. Travel time used in connection with these meetings and representational activities.

C. The number of Union representatives authorized to use official time is governed by the following:

1. For each of the meetings with the Employer described in Section B1, the Union shall be entitled to official time for no more than one

representative.

2. For the meetings described in Sections B3, 4, 5, and 6, the Employer will normally have two representatives (e.g., the deciding official and an advisory management representative), and the Union will be limited to one representative on official time (in addition to the employee/grievant). However, if the Employer sends additional representatives to these meetings, it will notify the Union in advance, and the Union may send an equal number of additional representatives.

3. In cases arising under Sections B2, 7, and 8, the number of stewards entitled to official time is equal to the number of Employer representatives at such meetings.

4. The Union may, on occasion, designate an additional representative for training purposes so that a new steward may observe at least one official time meeting, and so that an experienced steward can supervise a new steward at least once in a meeting. The Union shall give the Employer notice of this, normally five workdays in advance, where possible. In such cases, both the steward and the trainee are subject to the check-in/check-out procedures outlined in Sections 4C and D of this Article.

D. In using official time pursuant to the provisions of this Article, no representative may charge official time in excess of 276 hours (15% of his/her total time, minus holidays and leave for the year), except that:

1. Each chapter president may charge up to 736 hours (40 percent of his/her total time, minus holidays and leave for the year), and

2. Within each chapter, either a vice president or chief steward may charge up to 460 hours (25 percent of his/her total time, minus holidays and leave for the year). By October 30 of each fiscal year, the Union will be required to notify the Employer which of its officials will be designated to charge up to 460 hours, and

3. No more than 736 total hours of official time (40 percent) may be used by any representatives who report to the same immediate supervisor. This includes chapter presidents.

The above limits may only be waived by mutual agreement of the parties at the national level.

E. The Employer shall provide the Union national office with quarterly reports regarding the use of official time by Union representatives.

Section 4

The following rules apply to the use of official time under this Article:

A. The Union representative will seek approval, in writing, from his or her supervisor to use official time under this Article, as follows:

1. At or before the beginning of each pay period, each chapter president, vice president, and chief steward may send his or her supervisor a planned schedule for use of official time for that pay period. Official time needs of the chapter president, vice president, and chief steward not identified at the beginning of the pay period will be handled in accordance with the procedure listed below.

2. For any other Union representative, he or she will submit a written request a reasonable period in advance, and the Employer will approve or deny the request in a timely manner, normally within 24 hours, but no later than when the requested official time would begin. The Employer has determined that advance approval is not required when the anticipated duration of use of official time is less than 30 minutes (although the representative must still aggregate and report the official time used as follows in accordance with Section 5).

3. The Union representative will be granted some or all of the time requested unless his or her absence would substantially interfere with meeting important mission related needs, such as work-related deadlines, staffing needs, workload requirements, or other business needs. If the Union representative is not released at the time requested, official time will be granted later that day if at all feasible, but in any case as soon as practicable. The reasons for denying a request for official time must be stated in writing.

B. Bargaining unit employees will be granted a reasonable amount of duty time to confer with a Union representative concerning matters for which they can receive remedial relief under this Agreement. Additionally, where authorized by this Agreement or by the rules and regulations of a statutory appeals process, an employee may also receive a reasonable amount of time to attend and prepare for proceedings listed under Section 3B of this Article in which the employee is a proper participant (e.g., as a party or as a witness). The employee will submit the request a reasonable period in advance, and the Employer will approve or deny the request in a timely manner, normally within 24 hours, but no later than when the requested duty time would begin. Time for such activities will be approved absent substantial interference with business needs.

C. In circumstances where a steward needs to enter a work area pursuant to this section that is not in Employer-leased space, the steward will notify the supervisor responsible for the work area before visiting the employee. A steward working in an area that is not in Employer-leased space must also notify the supervisor responsible for the work area when someone will be visiting the work area to speak with the steward regarding representational issues.

D. Upon concluding activities in accordance with this Article, the Union representative and/or employee will check back in with his or her supervisor upon returning to his or her work area and will inform his or her supervisor of the amount of time used and record the amount of time used.

E. The provisions of this Article shall not bar Union representatives from using official time for activities specifically provided elsewhere in this Agreement, however, all official time is subject to the provisions of Sections 3B and D of this Article.

Section 5

Any use of official time under this Article shall count from the time the Union official ceases working at his or her normal duties to the time he or she resumes those normal duties. Upon concluding activities in accordance with this Article, the Union official is responsible for recording the amount of official time utilized on his or her official time and attendance report. Bargaining unit employees who are meeting with Union officials or otherwise using time authorized by this contract are not required to report the use of this time on their time and attendance report.

Section 6

The performance of employees serving as Union representatives will be rated on the basis of Employer-assigned work, consistent with the elements identified in the employee's performance plan. No Union representative will be disadvantaged in the assessment of his or her performance based on his or her use of approved/documented official time when conducting labor-management business authorized by the Federal Service Labor-Management Relations Statute or the terms of this Agreement. Therefore, the time spent on Union duties will not be considered by the supervisor in assessing an employee's performance. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement.

Section 7

A. Where the parties agree to conduct negotiation sessions face-to-face concerning Employer-initiated changes in working conditions, the Employer will pay reasonable and customary travel and per diem expenses for up to half of the number of employees serving as Union representatives (but not more than two) when attending the negotiations.

B. The Employer will pay reasonable and customary travel and per diem expenses incurred by up to four employees serving as Union representatives when attending one Labor-Management Relations Committee (LMRC) meeting per year.

C. In addition to the above, subject to a limit of $18,000 over the three-year term of this Agreement for all chapters collectively (with an additional $6,000 per year limit in any renewal year of this Agreement), the Employer will pay reasonable and customary travel and per diem expenses incurred by employees serving as Union representatives when engaged in those activities for which official time is authorized.

ARTICLE 7
MID-TERM BARGAINING

Section 1

A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Federal Service Labor-Management Relations Statute during the life of this Agreement and, in accordance with applicable law, rule, regulation and this Agreement, to initiate changes in operational and administrative procedures and programs.

B. The Employer recognizes that the Union has the right to bargain over the procedures that the Employer will observe in exercising its management rights authority, and/or over appropriate arrangements for employees adversely affected by the exercise of the Employer's management rights and authorities. This in no way waives any of the Union's rights to negotiate over the substance of matters affecting conditions of employment, to the maximum extent allowable by law, nor does it require the Employer to bargain substantively over permissive subjects of bargaining.

Section 2

Except in cases of emergency as provided in the Federal Service Labor-Management Relations Statute, such as unforeseen occurrences precluding such notice, the Employer shall provide the Union with reasonable advance notice of changes in personnel policies or practices or conditions of employment it intends to make which give rise to a duty to bargain. Written notification of national changes shall be provided to the Union’s national president (or designee), with concurrent notice to each chapter president. The Employer shall provide written notice of local changes to the appropriate chapter president, with concurrent notice to the Union’s national president (or designee) and the assigned Union national field representative. Negotiations over changes that have only local impact may take place at the local level if specifically authorized by the parties at the national level or if specifically delegated to local level negotiations by the express terms of this Agreement.

Section 3

A. If the Union wishes to negotiate concerning the implementation or impact on employees of the proposed change(s) and substance when permitted by law,

the Union will have 15 workdays to submit written proposals to the Employer. The Union shall have up to five workdays to request a briefing after the notification of the proposed change(s) affecting bargaining unit employees. Where the parties mutually agree that a briefing to the Union is necessary, the Union shall have either 10 workdays following the briefing, or 15 workdays from the date of the notification of the proposed change(s), whichever is later, to submit written proposals.

B. The Union agrees that any proposals submitted in the context of bargaining will be related to the proposed change(s) and will not deal with extraneous matters. Negotiations will normally begin within 15 workdays after receipt by the Employer of the Union's proposals. Except as otherwise authorized by law, changes in conditions of employment resulting from these negotiations will not be effective until the date of execution of any agreement reached or as otherwise specifically indicated in said agreement.

Section 4

A. Reasonable extensions of time under this Article may be made provided that the total time involved does not cause an unreasonable delay or impede the Employer in the exercise of its management rights. An example of when a reasonable extension of time might be appropriate is when there is a delay in responding to a timely, relevant and necessary Union request for information concerning the Employer's notification of proposed changes.

B. Issues in addition to those raised during the initial submission of proposals may be added to negotiations by mutual agreement of the parties. Counterproposals may be submitted during the negotiations at any time.

Section 5

When negotiating meetings are required, the meetings will be conducted as follows:

A. Negotiations will take place at a mutually agreeable site in either Washington D.C., at the district/field office, or at a site mutually agreed to by the parties.

B. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place.

C. An employee representing the Union in bargaining under this Article shall be authorized official time for such purposes during the time the employee otherwise would be in duty status. When negotiating over local issues, the Union bargaining team shall be limited to three individuals, including staff members, unless the parties mutually agree otherwise. When negotiating over national mid-term issues, the Union bargaining team shall be limited to six individuals, including staff members, unless the parties agree otherwise. In either situation (local or national negotiations), the Union may appoint additional bargaining unit members up to the number of Employer representatives in attendance at the negotiations. The above referenced numbers do not include technical experts who may be utilized by the parties to address specific issues.

D. The Employer agrees to make reasonable efforts to obtain sufficient time delays from outside authorities to enable bargaining to conclude before implementing the change. Except as permitted by law, the Employer will not implement the proposed change prior to the completion of bargaining. If the Employer implements a change prior to the completion of bargaining, bargaining will continue if there are remaining negotiable proposals, and the resulting agreement will be implemented as agreed upon.

Section 6

A. To the extent permitted by law, the Union may initiate mid-term bargaining by proposing changes in conditions of employment provided that such changes do not relate to matters addressed in this or any other agreement between the parties, and provided further that such changes do not relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement.

B. Notice of changes in conditions of employment proposed by the Union will be served on the Employer. The Union's submission shall be limited to three issues per contract year.

ARTICLE 8
PERFORMANCE EVALUATION

Section 1

This Article shall be interpreted and applied in a manner consistent with applicable laws and other provisions of this Agreement.

Section 2

A. Performance plans will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Within 60 days of the new performance plan year, a draft copy of the performance plan will be provided to the employee. Within the first quarter of the new performance year, the rating official and the employee will meet to discuss all performance criteria set forth in the employee's performance plan, and any expectations regarding the quality, quantity, or timeliness of work assignments. Objectives in the plan should be:

- Aligned with the OCC's strategic objectives and priorities, as well as those of the specific business unit.
- Individual and job-specific, identifying what the employee must do.
- Results-focused, stating what the employee will achieve rather than the tasks he or she will complete.
- Measurable (quality, quantity, timeliness, cost effectiveness, customer feedback).
- Realistic, and reasonably within the control of the employee.

B. Whenever there is a need to change individual performance objectives and measures, both the rating official and employee will meet to discuss these changes within 30 days of any changes.

C. Throughout the rating period, the employee may seek clarification from the rating official concerning elements of the performance plan and/or what is required to achieve each performance rating level. Such clarification would normally include relating how the performance plan for the position relates to the specific duties, responsibilities, or major projects assigned to the employee on a recurring basis.

Section 3

Performance-related feedback (other than the performance appraisal described below in Section 5 or the interim review described below in Section 4) provided to or prepared by the rating official, that would be considered when evaluating an employee's performance on any performance element, must be shared with the employee, normally within 15 workdays. Employees shall have a reasonable amount of duty time, usually not more than one hour, to rebut performance-related feedback.

Section 4

A. Rating officials will conduct at least one interim review with each employee during the performance year. The interim review must be held for each employee as close as possible to the mid-point of the performance period, normally within 45 days of the mid-point. The process involves a dialogue between the rating official and the employee about the employee's progress in relation to major goals or objectives set forth in the performance plan, and to modify the performance plan where necessary (e.g., if duties and responsibilities change). It also provides the rating official with another opportunity to notify the employee if his/her performance does not meet expectations and may lead to a Level 2 rating. Changes in projects, assignments, etc., may be discussed so there is an understanding about what is expected in the second half of the rating period.

B. Managers are not required to prepare interim ratings. However, during the interim review, the employee will be informed if the Rating Official has identified a change in the employee's performance that would result in a reduction in the employee's summary or element rating from that assigned in the prior year.

C. Rating officials must meet with employees serving probationary or trial periods at least once each quarter to provide performance feedback in accordance with Article 26.

Section 5

A. Normally, a performance evaluation will be completed once per year for each employee.

B. An employee will receive documentation of performance prior to the year-end evaluation in the following circumstances:

1. When an employee is promoted, reassigned (to a different position) or changed to a lower grade, a new performance plan will be prepared and discussed with the employee within 30 calendar days of the new assignment. In addition, a performance rating is prepared by the previous supervisor if the employee had the opportunity to perform in his/her position for at least 90 calendar days during the current appraisal period.

2. When an employee is detailed or temporarily promoted to a position that is expected to last more than 120 days, the new manager and the employee will meet to revise or establish individual performance objectives and measures that pertain to the new position within 30 calendar days after the beginning of the detail or temporary promotion. An employee must perform under the new objectives and measures at least 90 days before a performance rating may be prepared. Written feedback is required when an employee has performed in a position between 30 and 90 days during the current appraisal period.

C. The year-end evaluation will be issued to the employee within the first quarter after the end of the rating period. Rating officials will timely prepare performance evaluations to the maximum extent possible.

Section 6

A. Performance evaluations will measure actual work performance in relation to the performance objectives and standards set forth in the performance plan provided by the Employer. An employee will only be evaluated on their performance on work assigned or performed through their own initiative. An employee's evaluation will not be negatively impacted by the performance (or non-performance) of work by others for which the employee is not responsible.

B. Performance evaluations will be completed in a fair, equitable, and objective manner.

C. The employee will submit an accomplishment report or other documentation he or she believes is relevant to the evaluation to the rating official. Except when required for a close-out evaluation, an employee will not be required to submit his or her accomplishment report prior to September 1 of the rating year. Upon request by the employee, the rating official and the employee may meet to discuss the employee's accomplishment report prior to the preparation of the evaluation.

D. The rating official will obtain written performance information from other supervisors for whom the employee has worked directly during the evaluation period. The rating official may also collect other written customer service feedback in preparing the evaluation. The rating official shall provide the employee copies of all input relied upon to complete the evaluation, to the extent not previously provided.

E. Rating officials will also consider factors outside the employee's control that may have affected performance, such as workload, changes in priorities, and business exigencies.

F. The rating official will forward the performance evaluation to the appropriate reviewing official for review and approval before discussing the rating with the employee. The reviewing official is responsible for ensuring the consistent application of performance criteria within his/her organization and for ensuring that all ratings are appropriate.

G. The rating official and the employee should meet to review and discuss the evaluation. After an evaluation has been presented and discussed with an employee, the employee will sign the evaluation. The employee's signature does not indicate agreement with the rating, and the rating does not require the employee's signature to be official.

H. Employees will be provided with a reasonable amount of duty time to prepare written comments concerning the performance evaluation. To the maximum extent possible, this time should be granted no later than two workdays after it is requested. To the extent possible, employees must submit these comments within seven workdays after meeting with the rating official. Such comments will be directly on or attached to the evaluation and become part of the evaluation package. The rating official and reviewing official will take an employee's oral or written comments into consideration.

If, for any reason, the rating official and reviewing official change any of the ratings, a revised evaluation will be prepared.

Section 7

A. The Employer's policy for handling situations when an employee's performance does not meet Level 3 for one or more performance criterion at any time during the evaluation period is to counsel the employee about performance deficiencies. When an employee's performance does not meet Level 2 for one or more performance criterion at any time during the evaluation period, the Employer will generally provide the employee with a notice of an opportunity to improve his or her performance.

B. The rating official should address Level 2 performance at the time it becomes apparent. The rating official will counsel the employee on how to improve performance and shall identify specific actions or steps the employee must take so that his/her performance will meet Level 3 performance. To the extent possible, this shall occur no less than 90 days prior to the evaluation due date (or appointment renewal date). The rating official shall also specify the assistance he/she will provide to the employee in improving his/her level of performance. Assistance provided by the rating official may include but is not limited to closer supervision, on-the-job training, or formal training. The supervisor should document all counseling sessions in writing with a copy provided to the employee. Continued deficient performance may necessitate more formal actions.

C. Level 1 performance in any element, including not meeting performance objectives, indicates unacceptable performance for which an employee may be removed or reduced in pay band. The rating official should address Level 1 performance at the time it occurs by identifying the elements for which performance is unacceptable. If a performance-based action is being considered under Chapter 43 of Title 5, United States Code, a formal opportunity to improve is required (see Article 31, Unacceptable Performance). If a performance-based action is being considered under Chapter 75 of Title 5, United States Code, a formal opportunity to improve is not required (see Article 30, Adverse Actions). If the employee's performance improves to Level 2 or greater, the rating official will document the improvement in writing.

Section 8

A. An employee may file a grievance concerning his or her performance evaluation within 20 workdays after the evaluation is issued, in accordance with the negotiated grievance procedure. An employee who has not filed a grievance may submit comments, limited to one page, to be attached to his or her evaluation prior to the submission of an application in connection with the merit promotion process, electronic jobs bulletin board, or other personnel action.

B. When a grievance or a statutory appeal is resolved and a performance evaluation is directed to be changed, a fresh evaluation will be prepared reflecting the change(s) and signed by the supervisor. It will become the current evaluation and be retained in any file where it is maintained consistent with records retention policies. The grieved evaluation will be destroyed. If the grievance is denied and the evaluation is sustained, the grieved evaluation will remain the current evaluation and be retained in any file where it is maintained consistent with records retention policies.

Section 9

The parties will continue their joint working group studying the performance management system used by the Employer to evaluate performance and determine employees' merit pay. Among other things, the group will explore the prospect of establishing clearer connections between performance objectives and skills, validating, eliminating and/or weighting various job skill elements, and clarifying the nexus between pay and performance. The Employer reserves the right to contract with a consultant in order to assist in conducting this study. This Article may be reopened by either party within 90 days of the completion of the work of the joint working group on performance management.

ARTICLE 9
TRAINING

Section 1

A. The parties agree that training which promotes efficiency and economy in the operation of the Employer and which develops the maximum performance of official duties by employees is a matter of significant importance in fulfilling the mission of the Employer. The Employer is strongly committed to the goal of developing skilled, efficient, and productive employees, through the administration of its training policy and the maintenance of a training program. In this regard, the Employer will, within budgetary limitations and workload considerations, make available on a fair and equitable basis to all employees the training it deems necessary for the employee's development and performance of presently assigned duties, consistent with applicable laws and the provisions of this Article.

B. OCC PPMs 3220-15, 3220-20, 3220-22, 3220-23, 3220-28, 5400-7 and 5300-2 provide information on the Employer's policies concerning training. During the life of the Agreement, the Employer may make changes to the PPMs as appropriate, after any notification to the Union and negotiations required by law. Where the proposed change is inconsistent with, or in conflict with, the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the parties.

Section 2

Whenever the Employer provides internal training, or requires and pays for outside training, the employee may attend such training on duty time, and his/her work schedule may be adjusted to do so.

Section 3

A. The Employer will normally grant duty time to attend training courses or conferences when an employee has been approved for the training, the training is directly related to the employee's official duties, and the training occurs within the employee's regular work schedule. Duty time may also be granted for other appropriate courses or conferences when an employee has been approved for the training, the training benefits the Employer, and the training occurs within the employee's regular work schedule. If duty time is

not provided, the Employer will consider an employee's request to use annual leave, leave without pay, earned credit hours or earned compensatory time to participate in training, professional meetings, professional development, conferences, or continuing education courses, consistent with the provisions of Article 16, Work Schedules; Article 17, Overtime and Compensatory Time; and Article 22, Leave.

B. The Employer has determined to continue the payment of certification, membership, and license fees for job-related industry certifications or professional designations as announced on the Employer's intranet.

Section 4

A. The Employer will provide information about Employer-sponsored training or educational programs to employees through its learning management system (TLMS), the Employer's intranet, or e-mail to employees.

B. To the extent practicable, the Employer also will provide information to employees about training and conferences from other sources that the Employer makes widely available to bargaining unit employees. This information normally will be posted on the intranet or via e-mail to the employees.

Section 5

In accordance with Article 34, the Labor-Management Relations Committee may discuss the Career Development Initiative, and may make recommendations to the Employer regarding modifications to the Career Development Initiative.

ARTICLE 10
EMPLOYEE ORIENTATION

Section 1

When new employees are hired, the Employer will provide to them a copy of this Agreement and a package of Union material provided by the Union.

Section 2

A. The Union will be provided with a 20-minute period during the Employer's initial employee orientation to address new bargaining unit employees. This time will take place during the same time and in the same location where the Employer conducts its initial employee orientation session. Whenever possible, the time will be provided to the Union immediately preceding a break. The Employer will introduce the Union representative during such orientation sessions. The Employer will provide access to video equipment for the Union's use.

B. The Employer shall provide the Union with reasonable notification of the date, time, and location of the orientation session (normally, at least five workdays in advance). The Union will provide the Employer with the name(s) of the Union representative(s) who will be attending the session, normally at least two workdays in advance.

Section 3

If an employee will not be included in a group orientation upon hiring, or an employee previously in a position outside the bargaining unit is placed in a bargaining unit position, a Union representative will be afforded 20 minutes to meet with the employee, during the employee's first week in the position, if possible.

Section 4

The Employer and Union will jointly write and conduct training on the term agreement. This joint training shall be conducted in each field, district and headquarters office and may be held in conjunction with other scheduled meetings (e.g. staff and team meetings). All employees (bargaining unit and non-bargaining unit) shall be given up to two hours of duty time to attend this training. In all

successive years, the Employer and Union will agree on the content of electronic training on the term agreement and post it on the Employer's intranet so that it is accessible to all employees. All employees shall be given up to one hour of duty time to read through the posted training material.

Section 5

In recognition of the fact that the purpose of new employee orientation is to introduce employees to the Employer's business, employee benefits and expectations, the purpose of the Union's participation in new employee orientation is to introduce bargaining unit employees to the Union and the process for voluntarily joining the Union. Union representatives may not malign or disparage the Employer, its management, or its employees.

ARTICLE 11
MERIT PROMOTIONS

Section 1

A. The Employer's policy is to provide a fair, equitable, and systematic approach for the identification, evaluation, and competitive selection of employees for promotion to bargaining unit positions on the basis of merit principles. Actions taken under this Article shall be made without regard to race, color, sex, national origin, marital status, age, religion, sexual orientation, labor organization affiliation or non-affiliation, or non-disqualifying disability and shall be based solely on job-related criteria.

B. The purpose of this Article is to ensure selection of the most qualified candidates for vacant positions. The parties agree that the Employer has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within the agency or by recruiting from any appropriate source. All internal or external vacancy announcements will be posted on the Office of Personnel Management's USAJobs (USAJobs.gov) website, and bargaining unit employees will be given the opportunity to apply for the vacant position either as an internal and/or external candidate. Article 14, Reassignments, provides procedures the Employer will follow to enable current employees to be considered for vacant positions that do not involve promotions.

C. Under the terms of this Article, the Employer is not required to fill a vacant position with a current employee. The Employer may choose to select from other appropriate sources, provided applicable civil service merit procedures and the terms of this Agreement are followed. The Article provides for promotions to be made fairly and for promotion practices that support efforts to select the best-qualified candidates. Current employees may frequently be among the best-qualified candidates because they are familiar with the Employer's work.

D. The Employer will maintain a merit promotion case file, in accordance with regulatory requirements, on each promotion action covered by this Article for two years after the selection is made or two years after the announcement closes, if no selection is made. Files involving active EEO complaint

investigations or employee grievances must be held until the cases are resolved.

Section 2

Except as provided under Section 3 below, the competitive procedures set forth in this Article apply to all promotions to bargaining unit positions and to the following actions:

A. Promotion to a position that is not part of the employee's career ladder.

B. Temporary promotions and details, if the position is at a higher pay band or has higher promotion potential, for more than 120 calendar days.

C. A combination of detail to a position with higher promotion potential or a temporary promotion totaling in excess of 120 calendar days in the preceding 12 months.

D. Reassignment, reinstatement, transfer, or demotion to a position that has greater promotion potential than that of a position currently or previously held on a permanent basis, except as permitted by reduction-in-force regulations.

E. Selection for a formal Employer career development program.

F. Advancement to a Step 2 level, except when previously selected by competitive procedures for a position that was announced as having the potential to attain a Step 2 designation.

Section 3

The competitive procedures set forth in this Article do not apply to the following:

A. Career ladder promotions of an employee previously selected by competitive procedures to, but not beyond, the advertised promotion potential of the position.

B. Promotion or advancement to the Step 2 level resulting from the reevaluation of an employee's position due to accretion of duties and responsibilities, changes in position evaluation/classification standards, or an

initial position evaluation/classification error. When a position is upgraded because of accretion of duties and responsibilities, a noncompetitive action may be taken if all the following conditions are met:

1. The employee continues to perform the same basic functions;

2. The major duties of the position are absorbed into the new position;

3. The new position has no further promotion potential;

4. No other positions within the organizational unit are adversely affected;

5. The position does not change from non-supervisory to supervisory; and

6. The employee, on his or her own initiative, has been performing the higher level duties for a sufficient period of time to determine that the responsibilities are ongoing, permanent, and the result of natural evolution rather than planned management action (e.g., an assignment of work).

C. Promotions under regulations that include special provisions for position changes when a reduction-in-force is occurring, including placement in positions with greater promotion potential.

D. Selection of a candidate denied proper consideration in a previous promotion action if so determined through appropriate grievance, alternative dispute resolution, or appeal procedures.

E. Appointment or conversion in a federally authorized program.

F. Temporary promotions or details to higher pay band positions or positions with known promotion potential for 120 calendar days or less**,** or a combination of these two actions totaling less than 120 calendar days during the preceding 12 months.

G. Conversion of a temporary promotion to a permanent promotion, provided competitive selection procedures were used in the temporary promotion action, the normal minimum area of consideration for the position was used

to recruit candidates, and the vacancy announcement indicated that the position may become permanent.

H. Extension of a temporary promotion or detail to a higher position in a higher pay band when the initial selection was made through merit promotion procedures.

I. Promotion, reassignment, demotion, transfer, reinstatement, or detail of a bargaining unit employee to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis and did not lose because of performance or conduct reasons.

J. Repromotion to a pay band an employee previously held on a permanent basis and did not lose because of performance or conduct reasons.

Section 4

A. Announcement of competitive merit promotions will be available on the Employer's electronic jobs board to which all bargaining unit employees will be provided access. Absent an emergency, all vacancy announcements will be open for a minimum of 10 workdays, with the exception of announcements specifically to meet CTAP requirements, which will remain open for five workdays. For those vacancy announcements that will only be open for the minimum 10 workdays, the Employer agrees that these announcements will not be opened on a Monday. Hard to fill positions may remain open until filled, and positions with continuing vacancies may be open continuously. However, a minimum of 10 workdays must pass from the opening date of the announcement before a certificate may be issued for an open-until-filled or open continuously vacancy announcement. Additionally, certificates must be issued and closed out at least monthly. Amended announcements will indicate that they have been modified, stating the reason(s) for the modification. If an announcement is canceled, the reason(s) for the cancellation shall be noted as part of the promotion file**.**

B. At a minimum, the vacancy announcement will contain or link to the following information:

1. The announcement number;

2. The position title, series, pay band, organization, and location of the position;

3. The area of consideration;

4. Promotion potential, if any;

5. A description of duties and responsibilities of the position and the name of a person that the candidate may contact to address their questions;

6. Whether the position is a full-time or part-time position;

7. Whether one or multiple positions are available;

8. The required minimum qualifications, including selective placement factors, which may be met within 60 calendar days after the closing date of the announcement;

9. Quality ranking factors and/or competencies;

10. A list of evaluative methods that may be used by the rating panel or selecting official, such as interviews and tests;

11. Application procedures and where to submit applications;

12. The opening and closing dates for acceptance of applications;

13. A statement of equal employment opportunity; and

14. Whether relocation expenses will be paid.

Section 5

The area of consideration is the area in which an active search of candidates is made. Only candidates within the targeted area of consideration may compete for the position being advertised. The minimum area of consideration should be as broad as possible within the Employer, normally unit (i.e., district, Large Banks) or Employer-wide.

Section 6

A. An employee interested in merit promotion must submit all necessary application materials identified in the announcement by the specified closing date. The applicant must have a performance rating of at least Level 3 or the equivalent of fully successful overall and for all critical performance elements to be eligible for promotion. If the applicant has not provided a performance appraisal, the performance level must be verified in reference checks before a selection of that candidate can be final.

B. The submission of job applications to the Employer is considered official business. Employees may use government computers, facsimile machines, copiers, envelopes, and standard government mail to complete and submit their applications. Use of government overnight/priority mail or government Federal Express is prohibited.

C. Competitive service job applicants who are eligible for the Career Transition Assistance Plan (CTAP) because they are surplus or displaced (as defined by regulation) are entitled to receive special selection priority for other competitive service positions in accordance with CTAP regulations. The Employer agrees that, in accordance with the discretion provided under 5 CFR 330.607(c)(5), excepted service employees will also be provided with special selection priority for other excepted service positions.

D. Excepted service employees can only be moved into competitive service positions through competition for the position that is open to all sources, unless reinstatement eligibility applies. Employees who were transferred to the Employer from the Office of Thrift Supervision (OTS) pursuant to the Dodd-Frank Act who are on a Schedule A appointment may apply to competitive service positions, and will remain on a Schedule A appointment if selected.

E. Applications may be withdrawn at any time, by submitting a written notice to the Human Resources point of contact listed in the job announcement.

Section 7

Applicants meeting the required minimum qualifications for promotion will be further evaluated to determine whether they are best qualified.

Section 8

A. The Employer will appoint a rating official or rating panel to evaluate the qualifications of the applicants for the merit promotion after the minimum qualifications determination has been made. The rating official or rating panel members will have sufficient expertise to be able to fairly and objectively rate and rank respective qualifications of the candidates. The rating official or members of the rating panel will sign an acknowledgment of their responsibility to protect the confidentiality of applicant information. The selecting official will not be the rating official or a member of the rating panel, although if there are 10 or fewer applicants, the selecting official may request that all minimally qualified applicants be referred, and may, after making a determination between best-qualified and qualified, select from among the best-qualified candidates.

B. The Employer will develop a rating system (e.g., crediting plan) to be used by the rating official/rating panel in the evaluation of applicants, which shall be based on the applicant's ability to perform in the posted position and in strict compliance with 5 CFR 300, Subpart A, insofar as it applies to competitive promotion in the competitive service. To the maximum extent possible, the rating system will be described in terms of observable, objective, and measurable criteria. The rating official or, in the case of rating panels, each panel member, will provide an independent, fair, and objective assessment and rating of each applicant's qualifications for the position. Panel members will come to a consensus or composite rating(s) for each applicant. In cases where full functionality of the automated staffing system is used to fill a vacancy, subject matter experts will be involved in the development of the job analysis, crediting plan, assessment questions and weighting of assessment questions. For these vacancies, applicants are rated based on their responses to the assessment questions, and rating panels are not used. All rating sheets shall be maintained in the merit promotion file. The evaluation of each candidate will be based solely on the evaluation criteria established for the position, on the application materials provided by the applicants, and not on the personal opinion of the panel members. The rating official/rating panel will apply the evaluation criteria to each applicant in as uniform and consistent a manner as possible. The rating panel will be provided guidance in carrying out its responsibilities.

C. All best-qualified candidates will be referred to the selecting official. The determination of the number of applicants that are referred will be made using a natural break point in scores that allows for the referral of an adequate number of applicants. Generally, the number of applicants shall be limited to 10, unless there are ties or more than one position is being filled. In the case of ties or multiple vacancies, additional applicants may be referred who are tied with the tenth-highest rated applicant; and one additional applicant may be referred for each additional vacancy to be filled.

D. The names of the referred best-qualified applicants will be sent to the selecting official in alphabetical order on the appropriate certificate. The application materials of the referred applicants will be sent with the certificate. If the competitive merit promotion position was posted at more than one band level, a separate certificate (developed in accordance with the above) will be issued for each pay band level.

E. If there are more than five best-qualified candidates on the certificate, the selecting official may establish a separate screening panel to interview applicants on the certificate. The selecting official will not be a member of the screening panel. If the screening panel interviews one applicant on a best-qualified certificate, all OCC employee applicants on that best-qualified certificate will be interviewed. If there is more than one certificate, the selecting official may direct the screening panel to interview applicants on one or more certificates. The screening panel may recommend certain applicants to the selecting official. The selecting official may interview the recommended applicants without interviewing others on the best-qualified certificate. If the selecting official interviews any recommended applicants, he/she must interview all recommended applicants. If the selecting official wishes to interview others on the best-qualified certificate, all OCC employee applicants on the best-qualified certificate must be interviewed. If a screening panel is not established and the selecting official wishes to interview an applicant on the best-qualified certificate, all OCC employee applicants on the best-qualified certificate will be interviewed. All interviews will be conducted in the same manner (i.e. in person, by phone, or by video), to the extent practicable. Whether or not a screening panel was established and recommendations made, the selecting official may select or not select any applicant on the best-qualified certificate.

F. Merit promotion certificates remain active for 90 calendar days from the issue date. If no selection is made during that period, the certificate

automatically expires and the vacancy may be re-announced unless an extension of the expiration date has been granted. The Employer may not make a job offer to any candidate under the terms of the vacancy announcement before the preparation and receipt of the certificate.

Section 9

An employee selected for merit promotion will be promoted, placed into the new position and paid at the salary of the higher level no later than 30 days following the date of selection, except that: (1) employees must meet all qualifications requirements prior to promotion; and (2) employees who relocate will not receive the promotion until they have relocated and reported for duty at the new location.

Section 10

A. Upon request, the Employer will provide an employee with feedback as to the reason why he/she was found ineligible for a specific position.

B. Each applicant who has not been selected (or if no selection was made) for merit promotion will be notified within 20 workdays of the selection. Each applicant will be provided the following information regarding his or her application for merit promotion under this Article:

1. Whether he or she met the minimum qualifications for the position, including selective placement factors;

2. Whether he or she was in the group from among which the selection was made; and

3. The name of the person selected for the position.

C. In the processing of a grievance related to actions taken under the terms of this Article, the grievant, upon request, shall be furnished with his/her information from the merit promotion file. If the Union wants additional information, the Union will submit an information request to the Employer, and shall be furnished with relevant and necessary information in accordance with 5 USC 7114(b)(4) in regard to a grieved promotion action.

D. The parties agree that when a screening panel is used, an employee who made the best qualified list but who was not referred or recommended by the

screening panel to the selecting official may file a grievance challenging his/her exclusion from the list of referred/recommended candidates.

Section 11

Upon completion of the selection process, the following information will be posted on the Employer's intranet for a minimum of 60 days:

1. The announcement number;

2. The series and grade;

3. The name of the selected candidate(s); and

4. The proposed date for placement into the position by the selected candidate(s).

Section 12

The Employer will provide the national Union with an annual report for the preceding fiscal year of the number of bargaining unit positions posted and the number of these positions filled by bargaining unit employees. This report shall contain the employees' classification titles, series, pay band levels, units, organizations, and geographic locations to which they were promoted.

ARTICLE 12
CAREER LADDER ADVANCEMENT

Section 1

The Employer provides for non-competitive career ladder advancement. While advancement within career ladders is neither automatic nor mandatory, career advancement is the intent and expectation in the career ladder system.

Section 2

A career ladder is a series of positions of increasing difficulty in the same line of work through which an employee may progress from the entry level to the full performance level. Career ladders may be established by the Employer for occupations in which the full performance level can be clearly defined, and it is both feasible and desirable to hire employees below the full performance level for developmental purposes. The full performance level is the highest band level to which an employee may be promoted non-competitively within a career ladder.

Section 3

A. An employee will be promoted within a career ladder provided all of the following conditions have been met:

1. The employee has successfully completed all training and other eligibility requirements (for example, employees in the bank examiner career ladder must pass the UCE in order to be promoted to the full performance level of NB-V);

2. The employee meets all minimum qualification requirements, including minimum time frames, established by OPM or the OCC;

3. The employee has demonstrated the ability to perform the higher level duties;

4. There is sufficient work at the higher level position; and

5. The employee's current written performance evaluation is Level 3 or higher.

B. The Employer will post an explanation of how an employee progresses through a career ladder including what criteria will be applied to moving from one level to another. The criteria for career ladder advancement will be applied fairly and consistently to employees in the same position.

Employees in career ladder positions will receive a copy of the position description of the next higher level, including benchmark criteria, as they progress through each level of the career ladder. The employee's supervisor will discuss what must be done by the employee to be considered to have demonstrated the ability to perform at the higher level. Each employee who is in a career ladder position will be provided with necessary training and/or assignments, which will allow him or her to show the ability to perform at the next higher level. An employee who does not receive a career ladder advancement when he or she becomes eligible may request a written explanation of the reason he or she did not advance.

The Union and Employer will meet annually to discuss problems or concerns with career ladder advancements. Prior to this meeting, the Employer will provide information to the Union as to how many employees did not receive career ladder advancements at the Deputy Comptroller level.

C. The Employer will complete its review and approval of an employee's eligibility for non-competitive career ladder advancement within the first pay period after the conditions in Section 3A have been met. If the review and approval are delayed beyond the first pay period, and it is determined that the employee qualified for a career ladder advancement, the certification of the promotion will be effective retroactively as permitted by law, rules, and regulations to the earliest date that the Employer determines that the employee met the foregoing conditions.

ARTICLE 13
DETAILS AND SPECIAL ASSIGNMENTS

Section 1

A. The parties recognize that details and special assignments are necessary to meet the staffing needs of the Employer and to provide training, experience and career development opportunities for bargaining unit employees. The terms of this Article will be applied fairly and equitably.

B. A detail is the temporary assignment of an employee to a different position or a different set of job duties for a specified period with the employee returning to his or her permanent position at the end of the assignment. Details may be to positions at the same, higher, or lower pay band or to unclassified duties**.**

C. A special assignment is when an employee assumes temporary collateral duties or responsibilities while continuing to perform the primary duties and responsibilities of his/her official position.

D. In accordance with OPM regulations, details to positions at higher pay bands that are expected to last more than 30 calendar days shall be documented with a Standard Form 52 (or comparable agency form) filed in the employee's Official Personnel Folder. Details to positions at the same or lower pay band will be documented with an SF-52 (or comparable agency form) if they are expected to last 120 days or more.

Section 2

A. A temporary promotion is a temporary assignment, normally for a specified period of time, to a bargaining unit position classified at a higher pay band than the one the employee currently holds where the employee receives the rate of pay for the higher pay band position and is expected to return to his or her regular duties at the end of the assignment. An employee must meet the qualification requirements for the higher pay band before he or she can be temporarily promoted.

B. The Employer agrees that a qualified employee who is detailed to a different position at a higher band (e.g. an acting role) for more than two pay periods will be temporarily promoted to that band and receive the rate of pay for the

band to which he or she is temporarily promoted retroactively effective on the day the detail began.

C. Similarly, if a qualified employee is assigned grade-distinguishing duties of a higher band position and performs at that level over a period lasting more than three consecutive pay periods, the Employer will temporarily promote that employee retroactively, effective with the beginning of the first full pay period after the higher graded duties were initially performed.

For Community Bank examiners, this provision shall not apply to routine community bank examination assignments in their assigned district (e.g., not assigned through NRPT). For Midsize examiners, this provision should not apply to routine bank examination assignments in a Midsize institution. For LBS examiners, this provision shall not apply to routine examination assignments within their Large Banks' geographical team. For examination assignments, this provision will be effective beginning FY-2015.

D. It is agreed that when an employee meets the requirements of this section, but is not eligible for a temporary promotion, the Employer will normally recommend that employee for an award.

E. Selection for temporary promotions that are more than 120 days shall be filled in accordance with Article 11, Merit Promotions.

Section 3

The Employer will select employees for details and special assignments consistent with the Employer's right to assign work and/or employees pursuant to 5 USC 7106(a), its mission, staffing and workload requirements, and the terms of this Agreement. In making these selections, the Employer will consider such factors as:

1. Employee knowledge, skills, abilities, experience and relevant competencies;

2. The extent to which workload would be interrupted in the office from which the selectee may come;

3. Other relevant job qualifications;

4. Developmental needs of the employee; and

5. Employee expressions of interest.

Section 4

A. To the extent that these opportunities do not interfere with the Employer's mission requirements, confidentiality of assignment, specialized skill needs, or other legitimate business needs, the Employer will solicit participants for details and special assignments through the Opportunities Board. The Employer will describe opportunities with as much specificity as possible including, where possible, the nature of the work involved, the qualifications required, the anticipated geographic location, and anticipated duration of the assignment.

B. An employee wishing to be considered for these opportunities will submit an Expression of Interest (EOI) form located on the Employer's intranet. Based on the employee's qualifications, developmental needs, and the recentness and frequency of past opportunities, and the Employer's mission, staffing, and workload requirements, management officials (e.g. the supervisor and the point-of-contact) will either endorse or not endorse the employee's expression of interest within required time frames. Management's action on the employee's EOI, including reasons for non-endorsement, will be communicated to the employee in a timely manner.

C. The Employer will make selections for special assignments and details in a fair and equitable manner consistent with Section 3 of this Article. To the maximum extent practicable consistent with mission, staffing and workload needs, the Employer will rotate these assignments among qualified volunteers.

Section 5

A. To the extent known by the Employer, employees will be given as much advance notice as practicable of any detail and at least 14 calendar days notice as to the specific location and expected duration of the assignment. In those instances when the foregoing deadlines cannot be met, the Employer agrees to give as much advance notice as possible.

B. Employees serving on details may request a work schedule from among those available in the office to which they are detailed.

C. Employees involuntarily selected for details may request consideration of any personal hardship (such as a serious personal or family illness) either before or during the detail. Personal hardship requests shall be submitted in writing and shall not be unreasonably denied. Any denials of personal hardship requests shall be provided to the employee, with an explanation for the denial, in writing, if requested. To the extent an employee encounters personal hardship with the continuation of a detail, the Employer will attempt to either discontinue or modify the detail, where reasonable and appropriate.

D. In order to ensure a smooth and efficient transition between positions, an employee will be entitled to a reasonable amount of time, if necessary, to familiarize himself/herself with the position to which he/she is returning from detail in excess of six months. During this time, the Employer will ensure that the employee is made aware of any changes in the operating procedures of the position that have occurred since the employee was detailed away from the position.

E. At the end of the detail or special assignment, the Employer will determine whether any additional recognition is warranted.

ARTICLE 14
REASSIGNMENTS

Section 1

It is acknowledged by the parties that the Employer may reassign employees, consistent with its rights and obligations under 5 USC 7106(a)(2)(A) and (B). A reassignment is a permanent change from one position to another, without promotion, demotion, or break in service. Reassignments will only be made for legitimate, business-related reasons. The terms of this Article will be applied fairly and equitably.

Section 2

A. Employees desiring reassignment within the Agency may either apply for vacancies through the merit promotion process, or request it within their current organization or directly to the organization in which they are interested, whether or not a vacancy currently exists.

B. Employees desiring reassignment locally or to a different geographic location within the Agency may request that their names be placed on a voluntary transfer list maintained by the Employer. An employee will be permitted to list no more than three specific requests within the same job series on the voluntary transfer list. When submitting the request form, employee will identify the specific desired position, unit, and job location. Employees may submit an initial expression of interest, which will include a summary of their qualifications, or update their expressions of interest at any time; however the list will expire annually on October 1. Employees desiring reassignment after that date must submit a new request. Except in situations where a reassignment is made to correct excess staffing in a position in another location or to accommodate an employee hardship, prior to filling a position the manager making the selection will consider qualified employees on the transfer list.

C. An employee may also seek reassignment through a job swap. It is the responsibility of the employees to identify the other employees interested in such a job swap. The Employer will consider these requests using the factors identified in Section 3 of this Article. The swap must not require any formal training or relocation costs to the Employer. Employees approved for a job

swap are subject to the working conditions in their new work unit (e.g., work schedules, telework). Once an employee has swapped positions with another employee, he or she may not swap again for three years.

Section 3

When reassigning an employee, the Employer will consider such factors as:

1. Employee knowledge, skills, abilities, experience, and relevant competencies;

2. Organizational workload, mission, goals, and deadlines;

3. Employee developmental needs;

4. Other relevant job qualifications; or

5. Employee requests, the transfer list, or other expressions of interest.

Section 4

Reassignments to positions with promotion potential higher than the employee's current position are processed under the provisions of Article 11, Merit Promotions.

Section 5

An employee reassigned to a different position will be given a reasonable period of on-the-job acclimation, if appropriate, during which to become proficient in the new position.

Section 6

Unless the Employer and employee agree to a different date, employees being relocated in connection with a reassignment should expect to report to their new location no later than 90 days after their notification of transfer. In all other cases, and absent exigent circumstances, the Employer will provide an employee with written notice of a reassignment as far in advance as practical, but not less than one pay period. The employee will receive a Standard Form 50 documenting the reassignment and a copy of the position description for the new job. Employees

relocating in connection with a non-swap reassignment will receive relocation benefits in accordance with the *Comptroller's Handbook for Relocation*.

ARTICLE 15
OFFICE SPACE ALLOCATION IN OCC LEASED OFFICES

Section 1

A. For bargaining unit employees assigned to OCC leased Field, Satellite, and Large Bank Offices, dedicated workstations of approximately 48 square feet will be provided for all employees assigned to an OCC leased office with fewer than 25 employees or any employee who works in the assigned office on 60% or more of the workdays. The parties will jointly identify the data that will be used to determine the number of days an employee works in the assigned office. Any dedicated workstation will be available for use by other employees when the assigned employee is away from the office.

B. For employees without a dedicated workstation assigned to them, requests for recurring task telework will be approved absent a specific determination that the nature of the work to be performed is not suitable for completion at a remote location without disrupting normal workflow requirements under Article 19, Section 2C, or that the employee does not meet the eligibility criteria for telework under Article 19, Section 2A and B. All other provisions of Article 19 continue to apply.

C. For employees not provided dedicated workstations in OCC leased Field, Satellite, and Large Bank Offices, the OCC shall provide shared workstations of approximately 48 square feet. The number of workstations will be at a ratio of one workstation for every 2.0 employees in offices with 25 to 40 employees and a ratio of one work space for every 2.5 employees in offices with more than 40 employees (but with no fewer than 20 workstations).

D. Additional work spaces will be provided that may be used as overflow individual work space of approximately 15 square feet of work surface in the event that all work spaces are occupied on a given day. This additional work space will be in addition to any agreed upon team rooms, conference rooms and/or training team rooms. The design and layout of this additional bargaining unit work space, which will include work spaces, seating, storage, circulation space, will be addressed by the parties in local bargaining over the build-out of the space. Use of additional workspace is subject to sign-up procedures to obtain work space usage data.

E. Subject to any required procurement process, the OCC will establish an electronic reservation system for these offices to manage the use of work space(s), including reservations in advance of when the space is needed.

F. When an existing OCC leased Field, Satellite, or Large Bank Office is not in compliance with the standards of Section 1A, 1C, and 1D, the Employer will comply with these standards as soon as practicable. If the Employer plans on renewing or executing a new lease at the same location when employee space allocations would not comply with these standards, the Employer will meet with the Union and discuss the reasons prior to renewing or executing this lease.

G. If the Employer determines to relocate the OCC leased office, bargaining unit dedicated workstations shall be allocated in accordance with Section 1A, 1C, and 1D and the procedures in Section 4 of this Article.

H**.** If a Large Bank or Midsize Bank examiner believes that the space assigned to him/her at the bank or other financial institution is not adequate (i.e., conditions exist which substantially interfere with the performance of the employee's duties), the examiner may raise the issue with his/her supervisor, who will seek to resolve the employee's concerns. If the employee's concerns cannot be adequately addressed at the bank site, the Employer will seek to provide workspace to the examiner at an alternate site, such as the nearest OCC leased office, or approve telework if the nature of the work to be performed is suitable for completion at a remote location without disrupting normal workflow requirements, including recurring task telework, in accordance with Article 19.

I. The parties will conduct an annual review of the framework for office space assignments under the provisions of this section and determine whether any adjustments should be made. If the parties cannot agree on whether there is a need for changes, either party may reopen this section for negotiation.

Section 2

A. For Headquarters, ombudsman's, or district offices, bargaining unit employee dedicated work spaces shall be allocated as follows based on

nominal square footages, depending upon building column spacing and other architectural features:

All Band V & above	120 SF office
All Band IV	80 SF workstation
All CAG Unit Staff	48 – 64 SF workstation
All Band III & below	64 SF workstation
District Office Visiting Employee	80 SF workstation 2 per district

B. To the extent that office space in Headquarters, ombudsman's, or in a district office is not in compliance with the standards of Section 2A, the Employer will comply with these standards as soon as practicable. If the Employer plans on renewing or executing a new lease where employee space allocations would not comply with these standards, the Employer will meet with the Union and discuss the reasons prior to renewing or executing this lease.

C. If the Employer determines to relocate the office, bargaining unit dedicated work spaces shall be allocated in accordance with Section 2A and the procedures in Section 4 of this Article.

Section 3

Due to business necessity or other emergency circumstances, it may become necessary for the Employer to allocate work spaces and offices on a short-term, interim basis (6 months or less) in a manner that does not meet the current standards or conform to prior practice. In such instances, the employer will make every effort to minimize the impact on bargaining unit employees and minimize the duration of such interim arrangements.

Section 4

A. Once the Employer has made a final decision to relocate employees from an Employer facility in an existing location to a newly acquired facility in the same location or to an Employer facility in a newly created location and has executed a lease for those new facilities, the Employer will provide written notice to the Union as soon as possible, generally not fewer than 120

calendar days in advance of the effective date of the planned move. The notice will include relevant and necessary information the Employer may have pertaining to the configuration of the physical space contemplated in the move/opening, including the floor plan for the space. A copy of the lease will be made available for in camera inspection by the Union. Further, upon request, the Employer will provide the Union with a walk-through inspection of the physical space.

B. The Union will have 21 calendar days after notification in which to submit to the Employer its proposals concerning the move/opening. Within seven calendar days thereafter, the Employer and Union will commence bargaining. If due to operational exigency, the Employer moves to or opens new space, or must begin construction on the new space before concluding negotiations, the parties will continue negotiations and the Employer will implement any resulting agreements promptly and, where feasible, retroactively, to the maximum extent permitted by law.

C. Once the Employer has made a final decision to reconfigure (i.e., move groups of employees within an existing building to existing offices or work spaces) or build-out any existing office space where the action requires architectural drawings and competitive pricing, the Employer will provide written notice to the Union as soon as possible, generally not fewer than 60 calendar days in advance of the effective date of the planned reconfiguration, or build-out. The notice will include relevant and necessary information the Employer may have pertaining to the configuration of the physical space contemplated in the move/opening (including a floor plan). Further, upon request, the Employer will provide the Union with a walk-through inspection of the physical space.

D. The Union will have 21 calendar days after notification in which to submit to the Employer its proposals concerning the reconfiguration or build-out. Within seven calendar days thereafter, the Employer and Union will commence bargaining. If due to operational exigency the Employer must begin construction on any reconfiguration or build-out before concluding negotiations, the parties will continue negotiations and the Employer will implement any resulting agreements promptly and, where feasible, retroactively, to the maximum extent permitted by law.

E. For all other moves involving bargaining unit employees, the Employer will, to the extent required by law, provide the Union with notice and the

opportunity to bargain in accordance with the requirements of Article 7 of this Agreement.

Section 5

The Employer will provide the Union with the following information:

a. The names of the unit employees who will be moved, and when they are scheduled to move;

b. A description of any assistance that will be provided to employees, including those with disabilities, in preparing for the move; and

c. A description of any supplies provided to employees for the purposes of packing personal items and/or otherwise assisting in preparation for the move.

ARTICLE 16
WORK SCHEDULES

Section 1

The Employer and the Union are committed to employee participation in an Alternative Work Schedule (AWS) Program as one mechanism to improve the quality of work life for employees, consistent with the goals and mission of the Employer. The Employer's AWS programs are designed and should be used to provide employees the flexibility to balance the needs of their jobs and their personal responsibilities.

Section 2 – General Provisions

A. Employees may work a traditional five-days-a-week/eight-hours-a-day work schedule, a fixed compressed work schedule, or a maxiflex work schedule program.

B. Under the maxiflex program, with supervisory approval employees may earn and use credit hours and adjust their work schedule as needs arise. Employees with maxiflex work schedules may earn no more than 8 hours of holiday pay regardless of the number of hours they were scheduled to work. Therefore, employees normally scheduled to work 9 or 10 hours on a day on which a holiday falls must make up that time during the pay period, or use leave, credit hours, or compensatory time for the time shortage. Employees may not earn credit hours when receiving holiday or excused absence pay. Employees may not shift unused non-workdays from one pay period to another.

C. Under the fixed compressed work schedule program, employees may not earn credit hours, shift unused flex days from one pay period to the next, or informally adjust their work schedule as needs arise. Employees with a fixed compressed work schedule may earn the number of hours normally scheduled for a day on which a holiday falls (e.g., 9 or 10 hours).

D. A nonpaid lunch period of 30 minutes must be incorporated into the work schedule of an employee working six or more hours per day. At an employee's request, a supervisor may permit an employee to use the 30-minute lunch period at the beginning or end of a workday on an occasional

basis. However, a lunch period cannot be converted to work time for the purpose of earning overtime pay, compensatory time off, or credit hours.

E. The Employer's flexible work schedule is the Maxiflex Work Schedule. Maxiflex requires full-time employees to work 80 hours during the pay period. However, it provides scheduling options that allow employees to vary their individual work schedules. The Employer also has Compressed Work Schedules (CWS) that allow full-time employees to complete their 80 hour work requirement in less than 10 days during the pay period. Maxiflex and compressed schedules for part-time employees will be based on the number of hours scheduled each pay period.

F. The Employer has determined that its normal business hours are 8:00 a.m. – 5:00 p.m. However, the Employer reserves the right to extend these normal business hours for work units, divisions, or lines of business as needed to fulfill mission requirements (e.g., ITS, Ombudsman, Office of Management, and Headquarters Legal and Licensing); the Employer will notify the Union of any such differences from the standard normal business hours, and provide notice and the opportunity to bargain over changes to these normal business hours to the extent required by law. Work schedules must provide for office coverage during these normal business hours.

Section 3 - Definitions

A. Basic Work Requirement − The number of hours (except overtime hours) an 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. A full-time employee's basic work requirement is 80 hours in a pay period. A part-time employee's basic work requirement is the number of hours that the employee and supervisor agree that the employee is officially scheduled to work each pay period.

B. Compressed Work Schedule − This is a scheduled tour of duty in which, in the case of a full-time employee, an 80-hour biweekly basic work requirement is satisfied in less than 10 workdays, and, in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours is satisfied in less than 10 workdays. The Employer has two different types of compressed work schedules for full-time employees: 5/4/9 and 4/10. A compressed work schedule is considered a "fixed" versus "flexible" schedule.

C. Core Hours − These are hours during the workday and days in the workweek when employees must be present for work or otherwise accounted for by the use of leave, credit hours, compensatory time, or other means of approved absence. Generally, the core hours at the Employer are from 10 a.m. to 3 p.m., Tuesday through Thursday.

D. Credit Hours − These are hours that are in excess of an employee's basic work requirement or regular workday, and which the employee elects to work, with supervisory approval, so as to vary the length of a workday or workweek. They are non-overtime hours and are distinguished from overtime/compensatory time hours in that the latter are officially ordered and approved by management. Credit hours may be earned anytime outside an employee's basic work requirement except from midnight to 5 a.m. any day.

E. Gliding Start Times − This is an option under the maxiflex work schedule that allows employees to vary their daily start times and corresponding end times from their standard work schedule. Gliding start times provide employees with the flexibility to determine, within agency parameters, when they work their daily scheduled hours (i.e., eight or nine hours unless the employee has been approved to work 4/10). In and of itself, gliding start times do not result in employees earning credit hours.

F. Maxiflex Work Schedule − A flexible work schedule with a biweekly basic work requirement of 80 hours for full-time employees and a prorated biweekly basic work requirement for part-time employees, in which an employee may:

- Complete the basic work requirement in less than 10 workdays per pay period;
- Vary the number of hours worked in a given workday or workweek;
- Use gliding start times; and
- Earn and use credit hours.

Under a maxiflex work schedule and subject to supervisory approval, eligible employees may work a 5/8, 5/4/9, or a 4/10 work schedule.

G. Regularly Scheduled Non-Workday − The earned day(s) off during the pay period for employees who complete their basic work requirement in less than 10 workdays. Also called a "flex" day.

H. Standard Bi-Weekly Work Schedule − The work schedule established by the employee and approved by the supervisor that indicates:

- The number of hours to be worked each day in a pay period;
- Starting and stopping times each workday; and
- A regularly scheduled non-workday, if applicable.

Section 4 – Work Schedules/General Procedures

A. Establishing Standard Work Schedules

1. With supervisory approval, employees must choose the type of schedule they prefer to work (i.e., traditional 5-days-a-week/8-hours-a-day, fixed compressed or maxiflex) and establish a standard bi-weekly work schedule.

2. Supervisory approval of employee work schedules will be based on mission, staffing, and workload-related factors, such as:

   a. Office coverage needs;

   b. Work requirements;

   c. Whether the position of the employee requires hours that coincide with a supervisor's hours or assignment;

   d. Performance or conduct problems; and

   e. Proper leave usage, adherence to leave procedures, and whether an employee is on leave restriction.

3. An employee requesting a change in his or her standard work schedule will normally submit such a request no later than eight working days prior to the beginning of the pay period in which the requested schedule change would take effect. The supervisor will approve or deny an employee's request for a change in a standard

work schedule normally within five working days. If denied, the Employer will explain the reasons to the employee orally, or if requested, in writing. Absent approval of a change in work schedule, an employee will follow his or her currently approved work schedule.

4. A standard work schedule becomes the employee's normal, regular work schedule and remains in place until revised by agreement between the supervisor and employee.

5. With the exception of employees working a 4/10 schedule, the maximum number of regular hours an employee may be scheduled to work on any given workday is 9 hours. With appropriate approval, hours in excess of the maximum may be considered for credit hours, if an employee is on a maxiflex work schedule.

6. Employee standard bi-weekly work schedules, and whether they work a compressed or maxiflex schedule must be documented in writing (e-mail agreement is sufficient) and entered in the time and attendance system.

7. Supervisors may approve changes in their employees' schedule types or standard bi-weekly work schedules, as necessary. It is recognized that permanent or temporary changes in work schedules may be necessary to accommodate work requirements and to provide office coverage. When permanent changes in work schedules become necessary, supervisors will normally provide notice to impacted employees at least two pay periods in advance. An employee on a 5/4/9 or 4/10 schedule may also request to occasionally vary his/her day off, subject to supervisory approval. However, employees may not change from a maxiflex schedule to a compressed schedule solely for pay periods in which there is a holiday.

8. Standard work schedules apply to workdays spent in the office or teleworking. A formal change in the standard work schedule is not required if an employee's schedule changes while on travel (unless changing to a 4/10 schedule), working on an exam team, or while an employee is in training.

B. Regularly Scheduled Non-Workdays and Office Coverage Needs

1. Managers may establish either Mondays and/or Fridays as regularly scheduled non-workdays or flex days. Generally, field examiners will all share the same non-workday or flex day, which is the second Friday of each pay period.

2. Under a 5/4/9 work schedule, the 8-hour workday will be scheduled to fall on the same day each biweekly pay period. The 8-hour workday for field examiners is generally the first Friday of each pay period.

3. Divisions should be staffed by a sufficient number of employees to provide adequate office coverage on regularly scheduled non-workdays. However, field offices, large bank locations, and offices with staffs of five or fewer employees or with high travel demands may be staffed by at least one employee who is in a position to make decisions on business-related issues or who is able to access an employee with decision-making responsibility. Furthermore, field offices with satellite offices require coverage in only one location, provided callers to the unstaffed office are referred to the covered office.

4. When an employee will attend training on a day that would normally be his or her regularly scheduled non-workday, the employee may, with supervisory approval, either:

   a. Designate a different non-workday during the same pay period for employees working a 5/4/9 schedule, or a different non-workday in the same week for employees working a 4/10 schedule; or

   b. Revert to a regular 8-hour-a-day schedule for the applicable two-week period to complete the 80-hour work requirement for that pay period;

   c. Convert to a maxiflex schedule for that pay period; or

   d. If rescheduling the non-workday or reverting to a regular 8-hour-a-day schedule is impractical or disruptive to scheduled work activities, employees covered by the FLSA (nonexempt

employees) may receive overtime when attending training on their non-workday in accordance with the FLSA and 5 CFR 551.423 for actual hours of work in excess of 80 hours in a pay period. Time spent in training outside regular working hours is considered hours of work only if the training is required by the Employer and the employee's performance or continued retention in his or her current position will be adversely affected by non-enrollment in such training. FLSA exempt employees may not receive overtime or compensatory time when attending training.

5. When an employee is required to work (i.e., not a credit hour situation) on a day that would normally be his or her regularly scheduled non-workday, the employee may, with supervisory approval, either:

   a. Designate a different non-workday in the same pay period for employees working a 5/4/9 schedule or a different non-workday in the same week for employees working a 4/10 schedule; or

   b. If rescheduling the non-workday is impractical or disruptive to scheduled work activities:

      1. Revert to a regular 8-hour-a-day schedule for the applicable two-week period to complete the 80-hour work requirement for that pay period;

      2. Convert to a maxiflex schedule for that pay period;

      3. Pay overtime to employees covered by FLSA (nonexempt employees) for actual work hours in excess of 80 hours in a pay period; or

      4. Allow FLSA exempt employees to earn overtime/compensatory time in accordance with Article 17 for actual work hours in excess of 80 hours in a pay period.

C. Flex Days and Holidays

If a holiday occurs on a Friday and that is the employee's regularly scheduled flex day, the employee will generally take Thursday as the "in lieu of" holiday. If the holiday occurs on a Monday and that is the employee's regularly scheduled flex day, the employee will generally take Tuesday as the "in lieu of" holiday. Part-time employees are not entitled to an alternative day off if a holiday falls on their regularly scheduled non-workday.

D. Under both compressed and maxiflex work schedules, employees on leave for a full day will be charged the number of hours scheduled for that day.

E. Excused Absence

1. If an office closes before the start of the workday or employees are released early from work (e.g., a snow emergency), the amount of excused absence granted will be based on the employee's standard work schedule.

2. Excused absences are not comparable to a holiday. Therefore, when an excused absence is granted for an office closure on an employee's regularly scheduled flex day, the employee is not given an alternative day off.

Section 5 – Compressed Work Schedules

A. The OCC has two compressed work schedule programs:

- 5/4/9, under which employees have a standard work schedule of 9 hours per day for eight days and 8 hours for one day each pay period. Participants have one day off during the pay period.
- 4/10, under which employees have a work schedule of 10 hours per day for four days each week of the pay period. Participants have one day off each week.

B. Eligibility

All bargaining unit employees are eligible to request a compressed schedule.

C. General Provisions

1. Compressed work schedules are fixed schedules. When an employee elects to work a compressed work schedule, he or she must establish a fixed daily arrival and departure time for each workday in the pay period. Once these times are approved, they remain in place until a formal change is approved. Employees may establish a fixed schedule where the starting time for each workday is at the same or different time. For example, an employee may start each workday at 8 a.m. or may begin work at 8 a.m. on Mondays and Wednesdays, 9 a.m. on Tuesdays and Thursdays, and 7 a.m. on Fridays.

2. Employees on compressed schedules may not earn credit hours.

3. Employees receive credit for a holiday based on the number of hours they were scheduled to work that day.

D. Eligibility for Participation in 4/10 Work Schedules

All employees may request a 4/10 schedule. However, for on-site bank exams, a 4/10 schedule must be acceptable to and compatible with the needs of the bank being examined. If a banker expresses any reservations, examiners must work a different schedule.

Section 6 - Maxiflex Schedules

A. The maxiflex schedule program allows employees to:

1. Fulfill their basic work requirement in less than 10 working days in a pay period (i.e., work a 5/4/9 or 4/10 schedule). However, the eligibility requirements associated with 4/10 work schedules described in Section 5, above, apply to 4/10 maxiflex schedules);

2. Vary the number of hours worked each day;

3. Vary their work start times and corresponding departure times (see Gliding Start Times below); and

4. Earn credit hours (see Section 7, below).

B. Employees under a maxiflex schedule may also work a traditional 5/8 schedule with gliding start times and the ability to earn credit hours.

C. To comply with legal requirements for accountability, all variations from an employee's standard work schedule must be documented. However, if the employee does not vary from the standard work schedule, no additional documentation is required.

1. Employees on a gliding schedule must record the actual arrival and departure times for each day in a pay period where they varied from their work schedule on the time sheet in e-TIME.

2. Credit hours earned and used each pay period are recorded on the time sheet in e-TIME. Additionally, employees record the arrival and departure times for each day that credit hours are being earned or used.

D. Eligibility

1. All employees are eligible to request a maxiflex schedule. However, some employees may not be eligible to work all components of this schedule. For example, employees whose work requires that they must be in the office all 10 days of the pay period are not eligible to work a 5/4/9 or 4/10 schedule under maxiflex. However, these employees may be allowed to work a gliding start time and earn credit hours.

2. Supervisors have the authority to suspend any part of a maxiflex schedule if an employee is not fulfilling work requirements.

E. Examples of Maxiflex Schedules

Listed below are examples of work schedules which include the ½ hour lunch period; however, employees and supervisors can work together to develop other work schedules:

Example 1: An employee works Monday through Friday 8½ hours per day.

Example 2: An employee works eight 9½-hour workdays, one 8½-hour workday, and has one non-workday in a pay period.

Example 3: If eligibility requirements are met, an employee works eight 10½-hour workdays and has two non-workdays in a pay period**.**

Example 4: On an occasional basis to accommodate business and/or personal needs, an employee works 10 workdays in a pay period but may be approved to work less than 8 ½ hours on some workdays. For example, an employee may work five 9½-hour workdays and five 7½-hour workdays in a pay period, or eight 9½-hour workdays and two 4-hour workdays in a pay period.

F. Holidays

A full-time employee receives credit for 8 hours for a holiday, regardless of the number of hours in his or her standard work schedule for that day. A part-time employee receives credit for the number of hours of work scheduled for that day (not to exceed 8 hours). Employees scheduled to work more than 8 hours on a holiday must make up the hour(s) on other day(s) in the affected pay period or take leave, use credit hours, or use compensatory time.

G. Gliding Start Times

Employees may vary their start times and corresponding departure times from the hours stated in their standard work schedule by one hour without supervisory approval. Variations of more than one hour require supervisory approval.

Section 7 - Credit Hours

A. Eligibility

1. Only full-time and part-time employees who are approved to work a maxiflex schedule may earn credit hours.

2. Supervisors approve credit hours. The underlying assumption in approving employee accrual of credit hours is that there is work to be performed. If there is no work to be done, credit hours should not be approved.

B. Accrual and Use

1. Supervisors approve the accrual of credit hours:

   a. In advance for FLSA nonexempt employees; and

   b. In advance or after the fact for FLSA exempt employees, but employees are encouraged to obtain concurrence in advance to avoid misunderstandings.

2. A full-time employee may carry forward up to the statutory limit of 24 credit hours from one pay period to another. A part-time employee may carry forward up to one-fourth of the hours in the employee's biweekly basic work requirement. For example, a part-time employee who works 40 hours per pay period can carry over 10 credit hours (40/4=10). Any credit hours earned in excess of the maximum must be used during the pay period in which earned, or they will be lost. Credit hours may be carried forward indefinitely from one pay period to another.

3. Credit hours cannot be earned during travel time, while receiving holiday or excused absence pay, or in training.

4. Credit hours may be used immediately before or after the 30-minute lunch period with supervisory approval.

5. Credit hours cannot be advanced. Time cannot be charged against credit hours until credit hours have been earned.

6. Within six months after the effective date of this agreement, the Employer will modify its time and attendance recording system (e-TIME) to allow for credit hours to be earned and used in 15-minute increments.

7. Just like annual leave usage, all employees must obtain advance supervisory approval before using credit hours.

8. An employee may not routinely use credit hours to establish a standard work schedule different than his or her approved standard work schedule.

9. Supervisors and employees must manage the use of credit hours in conjunction with annual leave balances. Use or lose annual leave will not be restored solely because an employee was using credit hours instead of leave.

C. Unused Credit Hours

If an employee leaves the OCC with a credit-hour balance or is no longer subject to a maxiflex schedule, the employee will be compensated for any unused credit hours at the adjusted hourly rate of pay (including applicable geographical pay), up to a maximum of 24 hours for full-time employees and one-quarter of the employee's biweekly work requirement for part-time employees.

ARTICLE 17
OVERTIME AND COMPENSATORY TIME

Section 1 - Exempt Employees

A. The Employer has determined that an FLSA exempt employee who is ordered to work overtime will be compensated for overtime work in accordance with Employer policy. Overtime must be ordered and approved in advance and in writing by the appropriate deputy comptroller or designee.

B. The Employer has determined that exempt employees may earn overtime/compensatory time in accordance with Section 1A in 15 minute increments. Within six months after the effective date of this Agreement, the Employer will modify its time and attendance recording system (e-Time) to allow for overtime/compensatory time to be used in 15 minute increments.

Section 2 - Non-Exempt Employees

A. An employee covered by the FLSA will receive overtime compensation in accordance with the FLSA, including when overtime is either ordered and approved or "suffered or permitted."

B. Within six months after the effective date of this Agreement, the Employer will modify its time and attendance recording system (e-Time) to allow for overtime pay/compensatory time to be earned and used in 15 minute increments.

C. Compensatory time off is approved time off with pay, equal to the amount of overtime worked, in lieu of overtime pay for overtime worked.

D. The Employer will not require compensatory time off in lieu of FLSA-mandated overtime pay for non-exempt employees.

Section 3 - Exempt and Non-Exempt Employees

A. For exempt and non-exempt employees, when overtime is required for an existing or ongoing project, the overtime will be assigned to the employees working on the project unless the Employer determines otherwise.

B. For exempt and non-exempt employees, when overtime is required on an assignment that is not of an ongoing nature as described in Section 3A, overtime may be assigned to employees determined by the Employer to be best qualified to perform the work necessary to be completed. In making this determination, the Employer will consider the following:

1. Knowledge, skills and ability of the employees (e.g., specific knowledge or experience needed to adequately perform the overtime work); and

2. The nature of the work to be performed on an overtime basis (e.g., whether the work is a standard project that could be shifted to different employees; whether a particular employee is heavily involved in the work to be done or has specific knowledge necessary for the work to be completed).

C. Except where overtime must be worked by a specific employee or employees pursuant to the Employer's determination made pursuant to Section 3A or 3B, the following procedures will apply:

1. When overtime is required, the Employer first will determine which employees within the work unit where the assignment is to be completed are qualified to do the overtime assignment. The Employer then will seek expressions of interest from that group of employees.

2. The Employer will make selections for these assignments in a fair and equitable manner in accordance with Section 3B of this Article. To the maximum extent practicable consistent with mission, staffing and workload needs, the Employer will rotate these assignments among qualified employees.

3. If the method described in Section 3C1 does not result in sufficient qualified volunteers, the Employer will make the overtime assignment(s) in a fair and equitable manner consistent with these rotation provisions.

Section 4

An overtime assignment should not be required if it will impair the health of the employee or cause an extreme hardship.

Section 5

The Employer will provide an employee with as much advance notice of an overtime assignment as possible. If the need for overtime can be reasonably foreseen, the Employer will normally provide notice of at least three calendar days. With respect to overtime assignments to be worked on legal holidays, the Employer will strive to provide at least five calendar days' advance notice.

Section 6

When practicable, the Employer will seek to avoid overtime assignments that result in an employee working excessively long periods without a day off.

Section 7

The Employer will maintain appropriate records regarding compensated overtime. On a semi-annual basis, the Employer will provide the Union data on compensated overtime hours worked by bargaining unit employees, broken down by band, series, title, and district/field office.

Section 8

With respect to compensatory time off that has been earned, an employee's maximum carry over balance from one pay period to the next may not exceed 80 hours.

Section 9

With respect to compensatory time off that has been earned, an employee must use his/her compensatory time within 26 pay periods from the date on which the compensatory time off was earned.

A. If an FLSA non-exempt employee does not use compensatory time within this period, the Employer will pay the employee for the overtime work at the overtime rate in effect during the pay period in which the overtime work was completed.

B. If, as a result of a business exigency, an FLSA exempt employee does not use compensatory time within this period, the Employer will pay the employee for the expiring hours at the rate in effect during the pay period in

which the compensatory hours were earned. The parties will develop a process for application and approval of employee requests for payment. This provision will become effective no later than four months after the effective date of this Agreement.

Section 10

The Employer has determined that employees may earn compensatory time off for travel in accordance with the Article 21, Section 10.

ARTICLE 18
ASSIGNMENT OF WORK

Section 1

The Employer will assign work in accordance with 5 USC 7106(a), applicable laws, rules, and regulations and the Employer's mission, staffing, and workload requirements.

Section 2

A. Work assignments will normally be consistent with an employee's position description and annual performance plan. If it becomes necessary to assign work that is not reasonably related to the employee's official position description and it is of a recurring nature, the employee's position description and/or performance plan shall be reviewed and amended, if necessary, to reflect such work assignments.

B. The Employer will assign work in a fair and equitable manner. In assigning work, the Employer will consider such factors as: current workload; employee knowledge, skills, abilities, experience and relevant competencies; organizational workload, mission, goals and deadlines; employee developmental needs; relationship of the assignment to existing work assignments; time limits; costs; emergencies; the need for continuity; the location of the work; recent travel by the employee; time lost to travel; other relevant job qualifications; employee requests; or any unique factors related to the task to be accomplished. Work assignments will not be made to reward or penalize an employee. To the maximum extent practicable consistent with mission, staffing and workload needs, the Employer will rotate assignments among qualified employees.

C. If an employee is directed or required to work beyond normal duty hours to complete assigned work or meet deadlines, the Employer will comply with applicable law and regulation and the terms of this Agreement.

Section 3

A. In order to enhance the awareness of the opportunities available to employees, including those outside their normally assigned area, the Employer shall post a listing from NRPT of open Large Bank, Shared

National Credit, Mid-Size and Credit Card Banks, and complex community bank assignments for the upcoming fiscal year in the summer of each year. This listing will specify the nature, term and location of the assignment, as well as the expected band level. All examination employees will have an open period of two calendar weeks to review the listing and to contact their supervisor to express an interest in one or more of the assignments.

B. Following the open period, the Employer will make selections, or recommendations for selection, for the assignments in Section 3A. To the extent practicable, consistent with mission, staffing and workload needs, the Employer will make assignments from among qualified and available examiners who have volunteered. Selections will be made using the following processes:

1. District Process:

a. The districts first seek to fill local assignments with local employees, giving first consideration to employees volunteering under Section 3A of this Article.

b. If not filled locally, each district seeks to fill the assignment from employees within their district, or with employees from outside the district whose assigned office is within a reasonable driving distance of the assignment (normally 150 driving miles or less), with first consideration given to those employees who have volunteered under Section 3A of this Article. For Large Bank assignments in Charlotte, North Carolina, that cannot be filled locally, the Employer will first seek to fill these assignments with employees from Roanoke, Virginia, and next with employees in the Southern District.

c. If still unfilled, the assignment is filled at the national level, with first consideration again given to employees volunteering under Section 3A of this Article.

d. When two or more volunteers are interested in the same assignments at any point in the process, district management will fill the position using the factors in Section 2B to guide the decision.

2. Midsize Bank (MBS) Process:

a. MBS supervisors fill MBS assignments, giving first consideration to MBS employees volunteering under Section 3A of this Article.

b. If an MBS employee volunteers for a district or Large Bank (LB) assignment, the Resource Coordinator for MBS notifies the business unit under Section 3A of this Article, and that individual is given consideration as assignments are filled during that business unit's respective scheduling process.

3. Large Bank Process:

a. At the conclusion of the 2-week posting of open assignments, Large Bank Examiners-in-Charge (LB EICs) notify their LB EIC counterparts of any expressions of interests that they received from their staff for jobs outside their bank.

b. The requesting official fills assignments, giving first consideration to employees volunteering under Section 3A of this Article.

C. This section does not apply to other examination assignments. Midsize functional examiner in charge assignments are covered by the June, 2004 Memorandum of Understanding between the OCC and the Union.

Section 4

A. Except as provided in Section 4B below, for non-examination assignments for employees outside of their normally assigned area, the Employer will solicit expressions of interest from employees who are qualified for these assignments within the office(s) identified by the Employer. The method used to solicit expressions of interest should ensure that all qualified and available employees are informed and have an opportunity to participate in this process. Supervisors will make assignments from among qualified and available employees who have volunteered, consistent with mission, staffing, and workload needs.

B. In limited instances where unique skills sets are required and the number of employees who have the required skills sets is limited, or when a supervision exigency exists, the Employer may make assignments without solicitation of expressions of interest or on a name-specific request basis. In limited cases selections for assignments may also be made in this manner to provide for consistency in working with specific assignments or projects.

Section 5

An employee may request a meeting with his/her immediate supervisor to discuss the employee's request for a workload adjustment. If the immediate supervisor agrees that a change is appropriate, he/she will make a reasonable effort to adjust work assignments, prioritize work assignments, and/or adjust time frames. The Employer also may consider whether overtime should be ordered and approved to meet the employee's workload.

ARTICLE 19
TELEWORK

Section 1

A. It is the policy of the Employer to encourage use of telework in all business units for those projects/assignments that are well suited for completion at an alternative work site. The telework program is offered as a means of supporting the Employer's goal of enhanced employee flexibility and improved work/life balance, provided that the efficiency of the agency and its mission are not adversely affected**.** The terms "flexiplace," "telework," "work-at-home," and "telecommuting" are synonymous**.** Telework is any arrangement in which an employee performs officially assigned duties at home or other work sites geographically convenient to the residence of the employee. Employees who perform work at home in the evenings and on weekends, who are on-call outside of normal work hours to provide technology support, who are on official travel, or who perform duties while on leave are not teleworkers. Although employees who perform work at home in the evenings or on weekends are not considered teleworkers, maxiflex employees may be eligible to earn credit hours with supervisory approval and in accordance with Article 16, Work Schedules.

B. A supervisor's official relationship with, authority over, and accountability for an employee participating in the Employer's telework program is no different than a supervisor's relationship with, authority over, and accountability for employees who are not participating in the telework program. In this regard, the supervisor retains the authority to review, determine, and approve participation in this program.

C. Employee participation in the telework program is voluntary.

D. Employees may be eligible for task-based telework to perform either recurring tasks or situational tasks.

   1. Recurring task telework may be approved for specified types of work that can be performed at the employee's residence or approved alternative work site on a recurring basis. However, the specific duties must be approved in advance in accordance with Section 3 of this Article.

2. Situational task telework may be approved for work on a specific project or assignment that may be performed at the employee's residence or approved alternative work location**,** in accordance with Section 1G and Section 4 of this Article.

3. Temporary teleworking arrangements may also be approved for employees who are:

   a. Recovering from a serious injury or medical condition or;
   b. Assisting with the care of a family member recovering from a serious injury or medical condition.

   This type of telework arrangement is called Temporary Medical Telework and is subject to the special terms and conditions in Section 8 of this Article.

E. Participants may be permitted to telework full days or a portion of a day. Work must be performed at the alternative work site during an employee's normal work schedule unless the employee is eligible to vary his or her work schedule as permitted under Article 16, Work Schedules. While teleworking, an employee must submit in writing (by e-mail or assignment documentation form) his or her work schedule hours if they are different from the employee's normal schedule and document the hours in accordance with Article 16, Work Schedules.

F. An employee who wishes to telework must request and receive approval from his or her immediate supervisor. Prior to beginning the telework program the employee and his or her supervisor must complete a "Work at Home Agreement" that covers the terms and conditions of teleworking. The Employee must agree to comply with the terms and conditions contained in the "Work at Home Agreement." The written agreement is completed one time only regardless of the number of times an employee is authorized to telework. The original agreement remains in force until cancelled by the employee, supervisor, or higher management official. Additionally, if the employee's supervisor or alternative work site address or telephone changes, a new agreement must be established.

G. Prior to each instance of situational teleworking, the employee and supervisor must agree, orally or in writing, on the specific activities to be performed and time frames for completion. Employees should discuss with

their supervisors the projects/assignments that they wish to complete while teleworking at least a day before the desired task start date. Supervisors have discretion to determine if the agreement must be in writing or can be oral. Supervisors may elect to obtain the agreement in writing by requiring employees to complete the remarks section in the e-TIME leave application or any other form of written documentation (e.g., e-mail).

H. The Employer and the Union have established a Joint Teleworking Committee in order to monitor teleworking statistics and data collection through e-TIME, encourage greater participation, and make teleworking recommendations to management. This committee will be comprised of six individuals: three Employer representatives and three representatives appointed by the Union. Meetings of the committee will occur at least on an annual basis in conjunction with the release of the report mentioned below in Section 1I.

I. On a semi-annual basis, the Employer will provide the Union and the Joint Teleworking Committee with a report, by business unit, of the number of employees in the unit, the number of employees who performed telework, and the number of hours in which telework was performed. This report should clearly distinguish between situational, recurring, and medical telework. The report will also include an aggregate listing of the number of telework requests approved and denied by each business unit.

J. Telework may not be used as a replacement for dependent/family care. Dependent care arrangements must be made so that family responsibilities do not interfere with work assignments in a teleworking arrangement.

K. All telework requests, approvals, denials and cancellations will be made using the e-TIME leave application. Supervisors will approve or deny each request for telework in a timely fashion. When a telework request is denied or cancelled, the supervisor will provide written notification to the employee, explaining the reason(s) for the decision with reference to the factors identified in Section 2. Supervisors' decisions on telework will not be arbitrary, discriminatory, or in bad faith and will be made in a fair and equitable manner.

L. Supervisors will meet with employees working telework at least once a year for the purpose of discussing, reviewing, and updating the telework agreement.

M. An employee who teleworks is responsible for having a workspace designated for his or her telework duties that is free from interruption and provides the necessary level of safety, security, and protection for the employee and for the Employer's property and information. The employee must have a workspace at the home location that is clean and free from obstructions, unsafe conditions, or hazardous materials, and that complies with applicable building codes. An employee's workspace is subject to inspection by appointment. Normally, the employer will provide at least 48 hours' notice prior to inspecting the employee's workspace. Furniture and equipment used for telework will be provided as set forth in Section 7, below.

Section 2

A. Employees may be considered for telework if they:

1. Have received at least a Level 3 summary rating on the most recent performance appraisal of record; and

2. Are sufficiently familiar with the structure, operations, and workings of the office to permit working effectively away from the regular workplace.

B. Teleworking is usually not appropriate for employees who:

1. Are on leave restriction;

2. Received a disciplinary/adverse action at any time in the past 12 months, or are currently under a proposal for such; or

3. Occupy a trainee position and need daily contact with a supervisor or other staff.

C. The nature of work to be performed must be suitable for completion at a remote location without disrupting normal workflow requirements.

Examples of appropriate tasks may include, but are not limited to:

- Data compilation

- Research and analysis;
- Writing and editing (e.g., reports, presentations);
- Administrative tasks, such as preparation of a performance appraisal or accomplishment report;
- Meeting planning and coordination;
- Managing e-mail correspondence;
- Conducting/participating in telephone conferences;
- Making or returning phone calls;
- Responding to internal or external inquiries;
- Studying for approved internal or external training;
- Data input or transaction processing activities performed electronically (e.g., time and attendance input); and
- Performance of representational duties pursuant to Article 6, Union Representation and Official Time, on a day when the employee has been previously approved to telework.

Examples of tasks that may not be appropriate to be performed off-site include, but are not limited to:

- Security-related matters;
- Tasks that require face-to-face contact;
- Data input or transaction processing activities involving privacy-protected or confidential information (e.g., processing personnel actions);
- Group/team tasks that can be conducted only at a designated work site; and
- Location-specific tasks (e.g., receptionist, filing, photocopying, and building maintenance).

D. Telework arrangements and schedules will be approved on an individual basis. Supervisors and managers will be fair and equitable in making determinations for telework eligibility and approval. Supervisors must consider both the nature of the proposed work to be performed while teleworking and the performance of the employee wishing to telework. Additionally, supervisors should consider the following factors when deciding to approve or disapprove a request to telework:

- Co-workers' needs and the interrelatedness of their tasks and duties with the teleworker;

- Availability of technology and equipment needed to perform the assignment off-site;
- Office coverage needs;
- Customer service needs; and
- Impact on mission, staffing, and workload and productivity requirements.

E. First-line supervisors will have the authority to approve or disapprove any requested recurring telework schedule, or to determine the duration of any request for a situational telework assignment, in accordance with the provisions of this Article. Situational assignments generally will not last more than five consecutive workdays.

F. The supervisor may rescind approval of a telework arrangement at any time based upon legitimate business reasons, e.g., a decline in the employee's performance; failure to meet established deadlines; interference with mission, staffing or workload requirements; failure to adhere to the requirements of the program; failure of the employee to exhibit self-starting characteristics, effective organizational and communication skills, and ability to function independently without direct supervision; working unauthorized overtime; or absence of work that is suitable for completion at a remote location.

G. The supervisor may cancel approval of an employee's previously scheduled telework day(s) only when necessary to address legitimate mission, staffing or workload requirements. The employee will be provided reasonable advance notice if approval of a previously scheduled telework day is being cancelled.

H. The Employer will not make blanket determinations to exclude an office, department, or division from participating in the telework program without providing at least 30 days advance notice to the Union.

Section 3 – Recurring Task Telework

For recurring task telework, the employee and the supervisor shall agree in advance on the type of work that can be performed at the remote site.

A. Once the type of work is agreed upon, the supervisor and the employee may establish a regular recurring work schedule, if the work to be performed is capable of being performed on a regular schedule.

B. For recurring work that has not been approved to be performed on a regular schedule, the employee shall notify the supervisor at least 24 hours in advance of each instance the employee plans to work at a remote site. The employee may proceed to work these hours unless the supervisor disapproves or requires an employee to reschedule the planned telework based on legitimate business reasons.

Section 4 – Situational Task Telework

A. Each instance of situational teleworking requires advance supervisory approval.

B. Employees should request each instance of situational teleworking at least one work day before the desired telework start date. When the request cannot be made using the e-TIME form due to unforeseen circumstances, the employee may make the advance telework request either orally or by e-mail. However, the employee is required to follow up with an e-TIME form as soon as the unforeseen circumstance is resolved. Absent advance supervisory approval, employees will not telework.

Section 5

A. Employees must provide the supervisor or support staff in advance with the location of the alternative work place. Employees also have an obligation to inform the supervisor when they are unable to perform work due to illness during telework and request appropriate leave.

B. Teleworking does not change the terms or conditions of employment. An employee participating in a telework arrangement will be available to supervisors, co-workers and others for Employer business by telephone, voicemail, and/or e-mail during his/her scheduled tour of duty. The employee must provide the supervisor with a telephone number where he/she can be reached. The employee must check frequently for any voicemail or e-mail messages. Additionally, the employee shall comply with office requirements, such as changing voice-mail messages, and responding to telephone calls and e-mails.

C. Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction. Files and other information that are subject to Privacy Act requirements must be secured in a way that renders these records and data inaccessible to anyone other than the employee. Employees must comply with all required security measures and disclosure provisions, including password protection and data encryption so that at no time are the Employer's security, disclosure, or Privacy Act requirements compromised.

D. National security and classified material may not be taken to, accessed from, or processed at alternative work sites. Official, irreplaceable documents, and permanent records may not be taken out of the Employer's official work sites. This includes correspondence files and historical documents that are one-of-a-kind.

E. The supervisor's authorization is required when sensitive information (including information subject to Privacy Act requirements), whether in paper copy or electronic media form, is used/accessed by an employee working at an alternative work site. In addition, the Employer will inform employees about the Employer's data security requirements and appropriate administrative, technical, and physical safeguards to ensure the security of the records.

Section 6

A. All applicable statutes, regulations, and policies on pay and leave administration apply to teleworking employees.

B. In accordance with Article 17 of this Agreement, employees may not work overtime without appropriate supervisory approval.

C. Time and attendance will be documented in accordance with current policies and procedures. The supervisor will certify the hours worked at the official duty location and the alternative workplace on a biweekly basis.

D. If employees working or scheduled to work in the office or a bank are excused from duty due to an emergency, employees at an alternative work site are expected to continue working unless faced with the same or other emergency. When an emergency affects the alternative work site but not the

regular office, the employee must notify his or her supervisor. The supervisor may have the teleworking employee report to the regular office or other approved location, approve the employee's request for appropriate leave, or grant an excused absence.

E. Principles governing excused absences, dismissals, and closings remain unchanged. For example, if the office closes because of heavy snowfall and an employee is scheduled to work at home as an alternative work site, he or she is expected to work as scheduled unless the home-based work is so intimately connected with the central work site as to make working effectively at home impossible.

F. With supervisory approval, maxiflex employees may earn credit hours while teleworking in accordance with Article 16, Work Schedules.

G. All travel entitlements are based upon the employee's official duty location, not the alternative workplace.

H. An injury incurred while teleworking is handled in the same manner and by the same regulations as an injury incurred at the regular office. Employees, regardless of the work location, always bear the responsibility for informing their immediate supervisor of an injury as soon as possible after the injury has occurred.

Section 7

A. The Employer will not purchase equipment and services or incur increased costs solely to permit participation in this program. Upon request, employees may obtain a loaner laptop from the Employer, if one is available.

B. The Employer is not responsible for any operating costs associated with the employee using his or her home as an alternative work site, e.g., home maintenance, insurance, or utility expenses.

C. The Employer will not pay to install or maintain telephone lines in employees' homes. However, employees may, with supervisory approval, be reimbursed for business-related long distance phone calls. Employees who telework frequently and who are required to make long distance business calls must use an Employer-approved calling card.

D. The Employer will provide necessary office supplies and maintain any government-owned equipment issued to an employee working at home. Such equipment is for official use, and the Employer is responsible for its repair and maintenance. Employees are responsible for maintaining and repairing personally owned equipment and for using a current virus-scanning software application.

E. Loss, theft, or damage to Employer equipment is handled according to procedures for comparable situations at the office. If damage is caused by a nonemployee (for example, the employee's dependant), employees may be held liable for the repair or replacement of the equipment, software, etc., to the same extent to which they are presently held when Employer equipment is damaged or misused due to their negligence.

Section 8 – Temporary Medical Telework

A. Definitions

1. Temporary Medical Telework – May only be approved for employees recovering from a serious injury or medical condition or assisting with the care of a family member recovering from a serious injury or medical condition. Employees approved for this type of telework may work temporarily from a remote location on a full time basis or through a combination of work and leave for the approved time period of the arrangement.

2. Serious Injury or Medical Condition – An illness, injury, or physical or mental condition that involves inpatient care or continuing treatment or care as directed by a health care provider. This includes but is not limited to medical conditions or injuries limiting mobility or exposure, surgery, incapacitation due to pregnancy, cancer, heart attacks, and strokes.

   A serious injury or medical condition does not include conditions for which treatment and recovery are very brief such as the common cold, the flu, earaches, headaches, and stomachaches. Additionally, a serious medical condition does not include routine care and bonding with a newborn.

3. Family Member – May be the employee's parents; spouse, and parents thereof; children, including adopted children and spouses thereof; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

4. Medical Certificate – A brief note or form signed by a medical professional stating that the employee had a medical condition or required treatment, and the dates of absence. It does not include detailed medical information (diagnosis, prognosis, treatment received).

5. Medical Documentation – A form or letter signed by a medical professional that provides detailed medical information about an employee. It may include diagnosis, prognosis, treatment plan, etc.

B. Eligibility Criteria

Temporary Medical Telework arrangements must meet all eligibility requirements as stated in Section 2 of this Article (e.g., the employee must be at least a Level 3 performer, he/she may not be on leave restriction, his/her work must be portable, customer service needs will not be compromised, etc.).

C. Hours of Work and Availability

Temporary Medical Telework arrangements will follow the same terms and conditions as other teleworking arrangements. Work must be performed during the employee's regular work hours and the employee will be accessible at all times during these hours unless on leave.

D. Timeframe

Temporary Medical Telework arrangements may be approved for a period of time not to exceed three months or when the employee or family member has recovered, whichever is less. Arrangements may be extended for up to an additional three months; however, the total duration of the temporary medical telework arrangement will normally not exceed six months. In rare and unusual circumstances, requests for short-term extensions for temporary medical telework arrangements greater than six months may be considered.

Arrangements approved for greater than six months may be appropriate for providing reasonable accommodations pursuant to the Rehabilitation Act of 1973.

E. Medical Information

1. The Employer will normally require medical documentation by a physician to substantiate an employee's own serious injury or medical condition or that of a family member. The Employer, at its discretion and expense, may have the documentation evaluated by a second physician, if the validity of the documentation is questioned. Additionally, the Employer may require recertification every 30 days on the continuing medical need for accommodation.

2. The employee may submit such medical documentation directly to Human Resources. Alternatively, the employee may submit his or her personal medical documentation to Human Resources under seal to be forwarded to a competent medical authority designated by the Employer and this information will not be opened by Human Resources.

   The confidentiality of the employee's medical information will be maintained by the Employer and its medical authority. Agency officials who need to know may be told about necessary restrictions or limitations on the work or duties of the employee, but specific medical documentation (including diagnosis, prognosis and treatment) should only be disclosed if absolutely critical (e.g. information may be shared with LER staff or legal counsel who have a need to know in connection with providing advice to agency officials).

   Determinations on the employee's request will be based on the adequacy of the supporting medical documentation, the reasonableness of the employee's request based on the medical documentation submitted, and the other provisions in this Article. Any denial of the employee's request for temporary medical telework based on an evaluation of the employee's medical documentation must be supported by a report by a competent medical authority, a copy of which will be provided to the employee.

F. Employee Recovery

Temporary Medical Telework is not a substitute for leave. If the employee is incapable of performing his or her work assignments, the employee must use approved leave. The Employer may require an employee to provide documentation by a physician certifying that the employee is fit for duty (either on a partial or full-time basis).

G. Family Care and Recovery

Temporary Medical Telework is not a substitute or replacement for appropriate care of a family member. Arrangements must be made so that the family member's care does not interfere with the employee's schedule or work assignments. The Employer may request documentation from the employee to substantiate whether a caregiver is necessary and in place to provide on-site or off-site care during the employee's scheduled work hours. Additionally, Temporary Medical Telework is not a substitute for long-term care arrangements.

H. Approvals

Supervisors will normally respond to employee requests for Temporary Medical Telework within five work days.

I. Rescission

A supervisor may rescind a Temporary Medical Telework arrangement at any time based upon legitimate business reasons, as defined in Section 2F of this Article. The Employer will consider an employee's request for a short delay in returning to work following rescission of medical telework. Leave under Article 22 may be appropriate in such circumstances.

J. Other Terms and Conditions

All other terms and conditions as stated in this Article are applicable to Temporary Medical Telework arrangements.

ARTICLE 20
PART-TIME EMPLOYMENT

Section 1

A. The Employer recognizes the principles of the Federal Employees Part-Time Career Employment Act of 1978, 5 USC 3401-3408, which provides for increased part-time career employment opportunities in the Federal Service, and the Employer will comply with the requirements of the Act and the implementing regulations, 5 CFR 340, *et seq.* The Employer will provide the Union with copies of all reports to OPM required under 5 CFR 340, *et seq.*

B. Part-time employment, including job sharing, will be available to all employees. Job sharing arrangements do not require mutually exclusive schedules and job sharing employees may be scheduled to be present at the same time. Job sharers are considered individual part-time employees for purposes of their appointment, work schedule, pay, leave, benefits, service credit, record keeping, reduction in force, adverse actions, and grievances. Part-time employees must be scheduled in pay status every pay period, but are not required to be scheduled to work during both weeks of a pay period. Part-time employees are eligible to work an Alternative Work Schedule and to telework in accordance with Articles 16 and 19, respectively.

C. Full-time employees may not be granted leave without pay on a regular weekly or biweekly basis, thereby establishing a de-facto part-time schedule.

D. The Employer and the Union acknowledge that employees may desire part-time employment for reasons such as family responsibilities, education, medical conditions and gradual transition to retirement. The Employer encourages supervisors and managers to be receptive to the use of part-time schedules. However, the Employer retains the right to approve or deny all requests for schedule changes from full-time to part-time, or from part-time to full-time, in accordance with the terms of this Agreement.

E. Part-time employees are not exempt from normal job duties and responsibilities or from travel required to complete those duties and responsibilities.

F. Part-time employees have the same rights as full-time employees when disciplinary actions or performance-based actions are taken against them.

Section 2

An employee wishing to work a part-time schedule will submit a written request to his or her immediate supervisor. The employee's request will indicate (a) the proposed number of hours to be worked in a pay period (no fewer than 32 and no more than 64 hours per pay period); (b) proposed daily work hours, including a lunch break for any day in which the employee is scheduled to work for six hours or more; and (c) duration of the work schedule. The request may also include a general reason for seeking part-time employment.

Section 3

Employee requests will be handled fairly and equitably in accordance with the standards set out in this Article. The Employer's decision to approve or deny an employee's requested part-time schedule will be based on an evaluation of position-, work group-, employee-related factors and the impact on the Employer's workload, staffing, and mission requirements. The Employer shall respond to the employee in writing within 14 calendar days of the request. Denials of requests for part-time employment or job sharing will be discussed with the employee and, upon the employee's request, the Employer shall provide the employee with reasons for the denial in writing.

Section 4

The Employer may temporarily or permanently increase, decrease, or change the hours of a part-time work schedule based on workload, staffing, and mission requirements. Employees will be provided notice of the need for any change in schedule as far in advance as possible.

Section 5

A. Part-time work schedules may be permanent or temporary. Temporary part-time schedules are normally for a period of time not to exceed one year and may be extended for up to an additional year; however, the total duration of the temporary part-time schedule cannot exceed 24 months.

B. An employee approved for a temporary part-time work schedule may request and return to full-time employment prior to the end of the approved temporary work schedule.

C. The Employer may require the employee's early return from a temporary part-time schedule to full-time status if necessitated by workload, staffing, or mission requirements. Employees will be provided notice of the need for a return to a full-time schedule as far in advance as possible, but normally no later than 30 calendar days prior to the effective date.

D. Employee requests to extend a temporary part-time schedule beyond the initial one-year period, to make the temporary part-time schedule permanent, or to return to a full-time work schedule before the end of the approved temporary work schedule period, must be made in writing. Employee requests shall be handled in a fair and equitable manner, in accordance with the provisions of Section 3, above.

Section 6

The Employer shall not abolish any position occupied by an employee in order to make the duties of such person available to be performed on a part-time basis, nor will a full-time employee be required to accept a part-time work schedule as a condition of continued employment.

Section 7

An employee's part-time status shall not preclude the employee from being selected for promotion through competition or from being promoted on a non-competitive basis within the career ladder, in accordance with Articles 11 and 12, respectively.

Section 8

A. In accordance with law, rule, regulations, and OPM guidance, part-time employees shall earn a full year of service for each calendar year worked (regardless of schedule) for the purpose of computing dates for the following:

1. Retirement eligibility
2. Thrift Savings Plan vesting
3. Career tenure
4. Service for retention
5. Completion of probationary period

6. Changes in leave category
7. Merit increase eligibility

B. Before an employee is assigned to a part-time work schedule, the Employer shall provide the employee with access to information, in writing, on the impact of part-time employment on the following: retirement; health, life and disability insurance; promotion; pay issues; leave; holidays; benefits; and reductions in force.

C. If, in accordance with the terms of this Article, workload, staffing or mission requirements require a part-time employee to work more hours than the agreed upon part-time work schedule for more than two pay periods, the Employer shall submit a personnel action request to officially increase the employee's part-time hours and promptly notify the employee of such action. However, if an employee objects to working additional hours on a regular basis, the Employer shall attempt to minimize requests to work more than the scheduled part-time hours.

Section 9

If a holiday falls on a day a part-time employee normally works, the employee is paid for the number of hours he or she was scheduled to work. A part-time employee is not entitled to be paid for a holiday that falls on a day the employee is not normally scheduled to work. Part-time employees are also eligible for all other categories of leave, as provided in Article 22.

Section 10

This Article may be reopened by either party for bargaining over the implementation of the phased retirement part-time program following the issuance of final regulations by OPM.

ARTICLE 21
TRAVEL

Section 1

Except as otherwise specified in this Agreement, the provisions of the Employer's Handbook for Travel and other written policies issued by the Employer provide information concerning reimbursement for authorized travel expenses incurred in connection with the transaction of official business. During the life of the Agreement, the Employer may make changes to the Handbook for Travel and the Employer's other written policies as appropriate, normally after any notification to the Union and any negotiations required by law. Where the proposed change is inconsistent with, or in conflict with the terms of this Article, such change will only be subject to negotiation if mutually agreed to by the parties.

Section 2

To the extent permitted by law, all disagreements involving travel expense claims will be subject to the grievance procedures established in Article 27 of this Agreement. However, the filing of a grievance shall not prevent or delay the Employer in pursuing remedies otherwise available to it under Federal debt collection authority or initiating disciplinary or adverse action when, in the Employer's judgment, such action is appropriate.

Section 3

With respect to FLSA-covered (non-exempt) employees, and in accordance with 5 CFR 551.422(a), time spent traveling is hours of work if:

1. An employee is required to travel during regular working hours;

2. An employee is required to drive a vehicle for the actual performance of his/her work or perform other work while traveling. For example, an employee is required to drive a government vehicle as part of a work assignment;

3. An employee is required to travel as a passenger on a one-day assignment away from the official duty station (ODS); or

4. An employee is required to travel as a passenger on an overnight assignment away from the ODS, during hours on non-workdays that correspond to the employee's regular working hours.

Section 4

A. Pursuant to 5 USC 6101(b)(2), to the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in travel status away from his/her official duty station within the regularly scheduled workweek of the employee. Pursuant to 5 CFR 610.123, insofar as practicable, travel during nonduty hours shall not be required of an employee. When it is essential that an employee be required to travel on non-duty time and the employee is not eligible for overtime pay, the responsible official shall record his/her reasons for ordering travel at those hours and shall, upon request, furnish a copy of this statement to the employee.

B. If travel is required during non-duty time, employees should arrange their travel schedules to arrive at and depart from travel assignments at reasonable times, consistent with health and safety concerns. Arrival and departure times are subject to supervisory approval.

C. If the assignment requires an employee's presence at the beginning of the work day on Monday, too early to permit travel that day, as determined by the employee's supervisor the employee may perform the travel on the preceding day (Sunday), leaving home or duty location at a reasonable time. Non-exempt employees must obtain approval of arrival and departure times from supervisors prior to traveling.

Section 5

The Employer will make reasonable efforts to eliminate or curtail travel to a specific duty location during any period when travel to or work at that location would pose a real and significant threat to the health or safety of any employee (e.g., a determination by the Department of Homeland Security or the Federal Emergency Management Agency).

Section 6

An employee who must leave a temporary assignment prior to its completion because of an incapacitating illness or injury, which is not due to the employee's own misconduct, is entitled to reimbursement for expenses of transportation to the employee's home, official duty station, or regular place of business, as the case may be, and per diem or actual expenses, in accordance with applicable laws, rules and regulations, and this Article.

Section 7

The Employer will assign work requiring travel in a fair and equitable manner considering such factors as workload, employee qualifications (including experience and skill, competence, and performance levels), relationship of the assignment to existing work assignments, time limits, emergencies, and any unique factors related to the task to be accomplished, and the impact of travel on affected employees.

Section 8

When travel can be reasonably anticipated that would require an employee to be in overnight travel status for two or more consecutive weeks, the Employer will make reasonable efforts to give the employee as much advanced notice of such requirement as possible.

Section 9

The Employer shall comply with all applicable laws governing individuals with disabilities and requests for reasonable accommodation. The Employer shall provide reasonable accommodation to qualified employees with disabilities unless the accommodation would create an undue hardship on the operation of the Employer.

Section 10 – Compensatory Time for Travel

A. Employees may earn compensatory time off for travel time outside normal duty hours when such time is not otherwise compensable and meets the requirements below.

B. Eligibility

1. An employee must be authorized to travel on official business for the Employer;

2. Travel and associated compensatory time must be approved in advance; and

3. The employee must be in travel status in order to be eligible for compensatory time off.

C. Covered Travel

1. To the maximum extent practicable, employees are expected to travel during normal hours of work. Compensatory time off for travel may only be earned when approved in advance for time in a travel status that is not otherwise compensable. Travel time outside an employee's regular work hours that is compensable under the Fair Labor Standards Act or PPM 3110-30 (Rev), Appendix 5 may not be credited as compensatory time off for travel.

2. Time in a travel status means:

   a. Time spent traveling between the official duty station and a temporary duty station or lodging in the temporary duty station;

   b. Time spent traveling between two temporary duty stations or lodging in the temporary duty station;

   c. Time spent traveling between a temporary duty station or lodging in the temporary duty station and a transportation terminal outside the limits of the employee's official duty station;

   d. Usual "waiting time" that precedes or interrupts such travel (e.g., arriving at the airport 1 or 2 hours prior to a scheduled airplane departure);

   e. Time spent traveling between an employee's home and a temporary duty station, lodging in the temporary duty station or

transportation terminal outside the limits of the employee's official duty station. Commute time must be deducted.

D. Exclusions

1. Travel during normal hours of work;

2. Travel compensated as overtime;

3. Travel associated with relocation;

4. Travel associated with normal commuting time (all commuting time from home to the official duty station and from official duty station to home and one hour for travel to a temporary duty station). This includes travel outside of regular working hours to and from a transportation terminal within the limits of an employee's official duty station;

5. "Extended" waiting periods such as airplane delays of more than 2 hours when the employee is free to rest, sleep, or otherwise use the time for his or her own purposes;

E. Special Circumstances

1. Employees who choose to travel by a mode of transportation other than the one offered by the Employer or at a time or a route other than that selected by the Employer will be credited with the lesser of the estimated time in travel status if the employee had used the mode of transportation or time or route offered by the Employer or the actual time in travel status.

2. Employees who are on multiple day assignments and choose for personal reasons to return home at night or on the weekend may earn compensatory time for travel only for travel from home to a temporary duty station on the first day of the assignment and travel from a temporary duty station to home on the last day of the assignment.

3. Employees whose travel involves two or more time zones must use the time zone from the point of first departure to determine how many

hours the employee actually spent in a travel status for the purpose of accruing compensatory time off.

F. Approval Procedures

1. When an employee expects to earn compensatory time for travel, he/she must request approval in advance via e-mail or an e-TIME automated leave form. The request should include the scheduled travel times and an estimate of the number of hours to be earned.

2. After returning from travel, employees must include the requested and approved compensatory hours earned, as well as any additional hours earned because of unanticipated schedule changes, on the e-TIME automated leave form for approval by the supervisor. Sufficient documentation should be provided to reconstruct the actual travel hours during which the compensatory time was earned, the nature of the travel (e.g., travel to transportation terminal, wait periods, travel to destination, etc.), extended waiting periods, and normal commutes, where appropriate.

3. Employees must submit the e-TIME automated leave form for final approval of compensatory time off by the end of the pay period in which the travel was completed. If travel was completed on the last Friday of the pay period, requests for final approval must be made by the end of the pay period following that in which the travel was completed.

G. Crediting and Use

1. Compensatory time off for travel is earned and used in 15-minute increments.

2. The e-TIME system will track compensatory time off for travel separately from "regular" compensatory time.

3. The e-TIME automated leave form is used to request the use of compensatory time off for travel.

4. Compensatory time off for travel will expire 26 pay periods after it is earned.

5. Unused hours credited for travel will not be subject to expiration 26 pay periods after they are earned for employees who are on leave without pay (LWOP) because of military service or on-the-job injury. The clock for determining expiration of such time will begin when the employee returns to work.

6. Compensatory time off is forfeited:

    a. If not used as described above;

    b. If not used within 26 pay periods after it was earned.

    c. Upon voluntary transfer to another agency;

    d. Upon promotion to Band VIII or above;

    e. Upon separation from the Federal Government.

7. There is no limitation on the amount of compensatory time off for travel that may be earned; however, employees may not have annual leave restored as a result of using compensatory time off for travel rather than earned leave.

8. Under no circumstances may an employee receive payment for unused compensatory time off for travel.

ARTICLE 22
LEAVE

Section 1 - General

A. Employees should request leave as far in advance as possible. For leave of greater than two days, the request should generally be made no later than two days before the leave commences, except for emergencies, illness, or unforeseen circumstances.

B. When leave cannot be requested in advance because of an emergency, illness, or unforeseen circumstance, an employee should contact his or her supervisor or their designee and request leave approval. The request should be made within a reasonable time, normally the first two hours of the employee's workday. Upon returning to work, the employee should complete and submit a leave application form.

C. The minimum charge for leave and for absences in a non-pay status is one-half hour. Additional charges for absences are made in one-half hour increments. Absences on separate days of less than one-half hour may not be combined.

D. An automated leave request form will be used to approve and document leave in e-TIME. The form will be submitted to the approving official, normally the first-line supervisor, and forwarded to the timekeeper after approval. The employee shall receive a copy.

E. For purposes of this Article, a family member includes an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;

2. Sons and daughters, and spouses thereof;

3. Parents, and spouses thereof;

4. Brothers and sisters, and spouses thereof;

5. Grandparents and grandchildren, and spouses thereof;

6. Domestic partner and parents thereof, including domestic partners of any person in 2 through 5 of this definition; and

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

F. The Employer will not consider the use of approved leave in preparing an employee's written performance appraisal.

G. Medical Information – Definitions

1. Medical Certificate: A brief note or form signed by a medical professional stating that the employee had a medical condition or required treatment, and the dates of absence. It does not include detailed medical information (diagnosis, prognosis, treatment received).

A. Medical Documentation: A form or letter signed by a medical professional that provides detailed medical information about an employee. It may include diagnosis, prognosis, treatment plan, etc.

Section 2 – Annual Leave

A. Employee requests for annual leave shall be granted unless approval would interfere with the conduct of the essential functions of the agency or relevant organizational component.

B. Requests for annual leave will be approved or denied by the date the leave is needed, but no later than 10 workdays after receipt of the request (or after any deadline established by the supervisor as described as follows). If the Employer expects that there will be a need to limit the number of employees on leave (or the length of their leave) during periods of time when leave is in high demand (such as summer and holidays), the Employer will request leave plans from employees and set a reasonable deadline for those plans. Requests will normally be approved in the order received. If multiple requests are received at the same time, any conflict between such requests will be resolved based on agency seniority, absent mission, staffing, or workload requirements.

C. Requests for the reasonable use of annual leave before it is accrued should be granted. Supervisors may disapprove requests for advanced annual leave in circumstances when it contributes to a demonstrated pattern of misuse or it is unlikely the employee will be able to repay the leave. Advanced leave is limited to the amount of annual leave the employee will earn during the remainder of the leave year. Advanced annual leave may be liquidated by applying earned annual leave to the negative leave balance. If an employee separates from federal employment before repaying the advanced leave, the employee may be required to repay the value of the leave, except in the case of disability or death.

D. At the employee's request, an approved absence that would otherwise be charged to sick leave may be charged to annual leave. Generally, annual leave may not be substituted for sick leave on a retroactive basis to avoid forfeiture of annual leave at the end of the leave year.

E. The following are legitimate reasons for the restoration of forfeited annual leave: administrative error when the error causes a loss of annual leave, e.g., a technical or clerical mistake in an employee's leave accrual or in leave usage that caused an employee to forfeit annual leave; an exigency of the public business or operational demand, which prevented the use of leave that had been scheduled and approved, in writing, before the start of the third biweekly pay period prior to the end of the leave year; or employee illness when annual leave is scheduled in advance and the absence is so late in the leave year that the leave cannot be rescheduled to avoid forfeiture. OPM guidance regarding leave usage and restoration will be followed for emergency situations.

F. Annual leave, once approved, will not be rescinded unless the rescission is necessitated by the Employer's workload, staffing, or mission requirements, or is required by applicable law or regulation. When there is no alternative to canceling scheduled leave, the decision to cancel should be made in advance unless a bona fide emergency prevents such a decision. The leave should be rescheduled as soon as possible for later use. The exigency, whether or not anticipated, must be of such importance that it precludes the use of leave.

Section 3 – Sick Leave

A. Sick leave may be used when an employee:

1. Receives medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

3. Provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member (including travel to and from the funeral);

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

6. Adopts a child.

B. Employees shall make requests to use sick leave for scheduled medical appointments, planned hospitalizations, or incapacitation due to pregnancy, childbirth, or other medical condition as far in advance as possible.

C. Employees will not normally be required to furnish a medical certificate or documentation to substantiate a request for approval of sick leave for sick leave periods of three consecutive workdays or less unless the Employer has given written notice to the employee that he or she is under a leave restriction for a stated period (generally six months), or there are specific circumstances that suggest the employee may be misusing sick leave. In these cases, the employee may be required to furnish a certificate from a competent medical authority for each absence from work which he/she desires to charge to sick leave.

D. When an employee is absent in excess of three consecutive workdays, the supervisor may accept an employee's written or oral statement as to the reason for the absence (for example, if the services of a physician were not required), or the supervisor may require the employee to submit a medical certificate. If a medical certificate is not sufficient (for example, for extended leave, FMLA, donated leave, etc.), medical documentation may be required. If a medical certificate or documentation is required to support the

use of sick leave, the supervisor will make this request before the employee returns to work, if practicable. The employee should provide an acceptable certificate or documentation no later than 15 calendar days after the request. If that time frame is impractical, the supervisor may extend it to a maximum of 30 calendar days.

E. The Employer may require medical documentation to support a request for leave (e.g., sick leave, medical leave, leave bank, leave transfer). The employee may submit such medical documentation directly to Human Resources. Alternatively, the employee may submit his or her personal medical documentation to Human Resources under seal to be forwarded to a competent medical authority designated by the Employer and this information will not be opened by Human Resources.

The confidentiality of the employee's medical information will be maintained by the Employer and its medical authority. Agency officials who need to know may be told about necessary restrictions or limitations on the work or duties of the employee, but specific medical documentation (including diagnosis, prognosis and treatment) should only be disclosed if absolutely critical (e.g. information may be shared with LER staff or legal counsel who have a need to know in connection with providing advice to agency officials).

Determinations on the employee's request will be based on the adequacy of the supporting medical documentation and the reasonableness of the employee's request based on the medical documentation submitted. Any denial of the employee's request for leave based on an evaluation of the employee's medical documentation must be supported by a report by a competent medical authority, a copy of which will be provided to the employee.

F. The following apply to leave restriction:

1. Supervisors may precede such restriction with counseling that places the employee on notice that a restriction may be imposed due to questionable use of sick leave. An allegation of sick leave abuse may not be based solely on the amount of sick leave used by the employee.

2. At the end of the stated leave restriction, the Employer shall review the employee's situation and shall give the employee written notice of rescission or renewal of the restriction due to continued abuse.

G. If an illness occurs during a period of annual leave, the employee may request that the period of incapacitation or illness be charged to sick leave by submitting appropriate medical evidence or a personal statement acceptable to the supervisor. This should be done immediately upon returning to work.

H. An employee may use sick leave for family care purposes as follows (see Section 6 for the Family and Medical Leave Act (FMLA)):

1. A full-time employee may use a total of up to 12 weeks (480 hours) of accrued sick leave each year for all family care purposes. Hours used for general family care and bereavement may impact the hours an employee can use to care for a family member with a serious health condition. If 12 weeks are used to care for a family member with a serious health condition, no sick leave may be used for general family care and bereavement. Amounts for part-time employees are prorated as detailed below.

2. For general family care or bereavement. This includes caring for a family member incapacitated by a medical or mental condition; attending to a family member receiving medical, dental or optical examination or treatment; or making arrangements necessitated by the death of a family member or attending the funeral of a family member.

a. Full-time employees may use 104 hours of sick leave per leave year. An employee may request advanced leave or leave without pay for these purposes.

b. Part-time employees may use the number of sick leave hours they normally accrue in a leave year (e.g., if an employee's scheduled tour of duty is 20 hours per week, the available sick leave for family care purposes would be 52 hours).

3. To care for a family member with a serious health condition (see Section 6G for more information about the definition of a serious health condition).

a. Full-time employees may use 480 hours of sick leave per leave year. An employee may request advanced leave or leave without pay for this period.

b. Part-time employees may use the amount of sick leave per leave year equal to 12 times the average number of hours of work in their scheduled tour of duty each week (e.g., if an employee's tour of duty is 20 hours per week, the available sick leave would be 240 hours).

4. If the number of hours in the employee's tour of duty changes during the leave year, the employee's entitlement to use sick leave for family care purposes is recalculated based on the new tour of duty.

5. Criteria and documentation for sick leave for family care purposes are the same as that required for an employee requesting sick leave for personal medical reasons.

6. If an employee does not use any or all of the sick leave allowed for family care purposes in a leave year, it does not accumulate or carry over to succeeding years.

I. Requests for use of sick leave for family care purposes must contain a notation in the remarks section of the leave form documenting the number of sick leave hours used for general family care/bereavement, and/or the number of sick leave hours used to care for a family member with a serious health condition.

J. An employee may use sick leave for absences relating to adopting a child. An adoptive parent may use sick leave for: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed. Sick leave used for adoption purposes is in addition to the employee's unpaid leave for the placement of a child with an employee for adoption under the Family and Medical Leave Act (FMLA).

Section 4 – Advanced Sick Leave

A. An employee may be advanced a maximum of 240 hours of sick leave in cases of serious injury or prolonged illness of the employee or a family member. An employee serving under a limited appointment or one that will be terminated on a specified date may be advanced the total sick leave that the employee would otherwise earn during the term of the appointment.

B. The request should be accompanied by a written explanation and a medical certificate.

C. Advancement of sick leave to employees should be permitted when reasonable. An example for which advanced sick leave could be granted is recuperation from a major illness or surgery when an employee's sick leave balance is exhausted. Supervisors may disapprove requests for advanced sick leave in circumstances when it contributes to a pattern of misuse or it is unlikely the employee will be able to repay the leave. Supervisors may consider the availability of "use or lose" leave, expiring compensatory time or expiring compensatory time off for travel when evaluating a request for advanced sick leave.

D. Advanced sick leave is normally liquidated by applying earned sick leave to the negative leave balance. Annual leave may also be substituted retroactively for advanced sick leave in order to liquidate the indebtedness. If an employee separates from federal employment before repaying the advanced leave, the employee may be required to repay the value of the advanced leave, except if the employee is separated because of disability retirement or death.

Section 5 – Leave Without Pay

A. Leave without pay (LWOP) is absence from duty in an approved nonpay status that may be granted at the employee's request. LWOP is distinguished from absence without leave (AWOL), which is an absence from duty that is not authorized or approved, or for which a leave request has been denied.

B. Employees are eligible for LWOP, but are not entitled to LWOP as a matter of right, except for:

1. Disabled veterans requiring medical treatment for service-connected disabilities;

2. Reservists and National Guard members who are entitled to a leave of absence for military duty or training;

3. Employees receiving injury compensation; and

4. Employees invoking the FMLA entitlement.

C. Requests for LWOP should be submitted on an automated leave request form. Requests for extended LWOP (in excess of 30 days) should be accompanied by a written statement of the reasons and particulars of the situation. Applicable documentation may also be required. LWOP in excess of 30 days may be approved by the deputy comptroller in the district or the appropriate deputy comptroller or equivalent in the Washington office or other appropriate OCC official, and documented with an SF-50, Notification of Personnel Action.

D. LWOP may be granted, generally for short periods of time, when an employee has exhausted other leave accounts. When reviewing requests for LWOP, the approving official should ensure that the benefit to the OCC and the government, or the serious needs of the employee, are sufficient to offset the costs and administrative inconvenience of retaining an employee in a LWOP status. Matters to be considered include: encumbrance of the position during the LWOP; the unavailability of an employee's services that may be vital to the office; the OCC's obligation to provide employment at the end of the approved absence; or the possible necessity of employing and training a temporary replacement for the absent employee. When granting extended LWOP (in excess of 30 days), the approving official should have a reasonable expectation that the employee will return to duty at the end of the LWOP, and that at least one of the following benefits would result: protection or improvement of an employee's health, fulfillment of family responsibilities, retention of the employee, or furtherance of an OCC or government goal or program of interest. Except in unusual circumstances, LWOP should not be authorized for any period in excess of 52 weeks.

E. LWOP may be granted on a temporary basis, for example, to accommodate a medical or family situation warranting regular absences. However, LWOP normally will not be granted on a regular weekly or biweekly basis that

would, in effect, permanently reduce a full-time employee's work schedule to an informal part-time schedule.

F. LWOP may be granted for family and medical reasons in addition to FMLA and sick leave for family care purposes. Employees may be granted up to 24 hours of LWOP each year for: participation in school and early childhood educational activities, including parent-teacher conferences; meetings with principals, counselors, teaching staff; school board meetings; tutoring; interviewing for a new school or child-care facility; meetings with child-care providers; participating in volunteer activities supporting the child's educational advancement; school or child-care sponsored activities, such as sports and recreation programs, field trips, or class plays; or routine family medical appointments, such as for parents to accompany children to routine medical or dental appointments, such as annual checkups or vaccinations, or elderly relatives' health needs, such as making arrangements for housing, meals, phones, banking services, and other similar activities.

Section 6 – Family and Medical Leave Act (FMLA)

A. The FMLA entitles eligible employees to take 12 workweeks of LWOP during any 12-month period for one or more of the following reasons:

1. Birth of a child and care of a newborn (within one year after birth);

2. Placement of a child with the employee for adoption or foster care;

3. Care of an employee's family member (see Section 1E and Section 6B;

4. Employee's own serious health condition that makes the employee unable to perform the duties of his or her position; or

5. Any qualifying exigency arising out of the fact that the family member of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

B. A full-time employee is entitled to a maximum of 480 hours (40 hours per week times 12 weeks) of LWOP during the 12-month entitlement period. A part-time employee is allowed 12 times the number of hours in their

scheduled workweek. For example, a part-time employee working a 32-hour week would be entitled to 384 hours (32 hours per week times 12 weeks) during the 12-month entitlement period. Spouses both employed by the Employer are each entitled to 12 administrative workweeks of unpaid leave; however, a spouse may not transfer his or her entitlement to the other spouse. In addition, a higher limit of 26 total weeks of FMLA leave will apply to an employee who is caring for a family member who is a military service member with a serious injury or illness.

C. For a family or medical need, the 12-month entitlement period begins on the date the employee first takes Family Medical Leave (FML). For the birth or care of a child, or the placement of a child for adoption or foster care, the entitlement period may begin prior to or on the actual date of birth or placement; however, the FML must be concluded within 12 months thereafter.

D. To be eligible for leave under the provisions of FMLA, an employee must have completed at least 12 months of civilian service with the federal government. This need not be the 12 most recent months or consecutive months. Up to six months of LWOP is creditable for meeting the 12-month service requirement. Intermittent service may count toward the service requirement (employees must have worked 1,250 hours during the preceding 12-month period), but intermittent employees are not eligible for FMLA.

E. An employee who decides to use leave under the provisions of FMLA must invoke his or her entitlement to that leave by: completing a Request for Family and Medical Leave, CC-6020-38; obtaining authorization from his or her supervisor and Headquarters Human Resources office; and completing an automated leave request form. Medical certification may also be required, as provided as follows under Section 6H.

F. A supervisor may not require the use of FML, nor deny it to an employee who meets the criteria and complies with the requirements and obligations under FMLA. LWOP under the FMLA is in addition to annual, sick, advanced leave, other LWOP, or leave received under the Voluntary Leave Transfer program or the Voluntary Leave Bank Program.

G. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves: inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of

incapacitation or subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider that includes, but is not limited to, examinations to determine if there is a serious health condition, and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists. A serious health condition includes such conditions as cancer, heart attacks, strokes, serious injuries, Alzheimer's disease, incapacitation due to pregnancy, and childbirth. It is not intended to cover short-term conditions for which treatment and recovery are very brief (such as the common cold, earaches, upset stomach, headaches other than migraines, or routine dental problems).

H. For FML requested to care for a family member or for the employee's own serious health condition, the employee must provide medical certification using form CC-6020-39, Medical Certification for Family and Medical Leave. The medical certification prepared by the health care provider will be relied upon to determine the amount of leave necessary to manage the circumstances which prompted the need for leave. The Employer may require recertification, every 30 days, on the continuing need for leave.

I. The Employer may require a second opinion, at the Employer's expense, if the validity of the original medical certification is questioned by a competent medical authority designated by the Employer. The Employer may require a third opinion, at the Employer's expense, from an independent health care provider jointly approved by the employee and agency when the second opinion differs from the original certification. The third opinion is final and binding.

J. Any medical documentation submitted by an employee shall be considered confidential and will only be discussed with other officials of the Employer on a "need to know" basis.

K. An employee may elect to substitute paid time off for LWOP, i.e., annual leave, sick leave (including sick leave for family care purposes), advanced leave, restored leave, or donated leave, consistent with governing law.

L. An employee may obtain approval from his or her supervisor to take FMLA leave intermittently or on a reduced leave schedule.

M. An employee who takes FML is entitled to return to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

N. When the need for leave is foreseeable, an employee will provide 30 calendar days notice before the FMLA leave is to begin. Otherwise, the employee will provide notice within a reasonable period of time appropriate to the circumstances involved.

Section 7 – Leave Transfer/Leave Bank

The Employer shall continue to provide the Voluntary Leave Transfer Program and Voluntary Leave Bank Program. The employee representative and alternate on the board that administers the leave bank will be selected by the Union.

Section 8 – Other Leave

A. Full-time employees who are members of the National Guard or a reserve component of the Armed Forces shall be entitled to military leave for active duty, active duty training, and inactive duty training at the rate of 15 days (120 hours) per fiscal year. Military leave that is not used in a fiscal year accumulates for use in the succeeding fiscal year. However, no more than 15 days may be carried over into the succeeding fiscal year. The total maximum accumulation for military leave is 30 days (240 hours) in any fiscal year.

B. An employee may use up to 30 days (240 hours) of paid leave each leave year to serve as an organ donor. Leave for organ donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of 30 days, an employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.

C. An employee may use up to seven days (56 hours) of paid leave each leave year to serve as a bone marrow donor. Leave for bone marrow donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of seven days, an employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.

D. The Employer will approve an employee's request for leave (whether annual or leave without pay) or compensatory time for religious observance on a work day. Compensatory time for religious observance may be used before

it is earned. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, the Employer shall in each instance afford an employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. The employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off for religious purposes should be repaid by the appropriate amount of compensatory overtime work within a reasonable amount of time, normally within three months of when the time was used but, in exceptional circumstances, up to six months. An employee should be allowed to accumulate only the hours of work needed to make up for previous or anticipated absences from work for religious observances. An automated leave request form should be used to show hours earned and used, and should clearly state the time is for religious purposes and the specific observance.

Section 9 - Excused Absences

A. Excused absence is an authorized absence from duty without loss of pay and without charge to leave. "Administrative leave" is a term sometimes used to refer to excused absence.

B. The Employer will excuse infrequent and unavoidable periods of tardiness of one-half hour or less without charge to leave provided the employee submits a reasonable explanation regarding the reason for his or her tardiness, and the cause is outside the employee's normal ability to control. If the excuse is not acceptable, annual leave or LWOP may be requested to cover the absence. Additionally, if tardiness is frequent or inexcusable and does not warrant approval of leave, the tardiness may be charged to AWOL.

C. If the Employer must close a facility because of severe weather conditions or an emergency situation, excused absence will be granted to those employees on official duty in accordance with applicable law and regulation. If this decision is made prior to the start of the business day, the Employer will follow procedures established to inform employees.

D. An employee has no entitlement to excused absence when the employee's duty station is open. However, if an employee will be unavoidably delayed in arriving at work due to an emergency, including severe weather conditions, natural disasters, and public emergencies, the Employer will consider the employee's request for a reasonable amount of excused absence. An emergency is one that is general rather than personal in scope and impact. The Employer will consider each employee's request for excused absence, based on factors, such as availability of transportation, and the success of other employees in similar situations, and grant such requests when reasonable.

E. In the event of an early closing of a facility, employees will be notified as promptly as possible after the decision is made that they may leave work at no charge to leave or loss of pay. The early dismissal will have no effect on the leave or pay of employees not in duty status when the dismissal became effective.

F. An employee may be granted, on a one-time basis, excused absence up to three days to sit for a professional examination where that examination is job-related and required by the OCC. Additionally, excused absence may be granted up to one day when travel is required to take the examination outside the metropolitan area of the employee's duty station.

ARTICLE 23
EQUAL EMPLOYMENT OPPORTUNITY

Section 1

A. The Employer and the Union affirm their commitment to the principles of equal employment opportunity and workplace fairness. The Employer will continue to promote a workplace environment that is free of discrimination and one which capitalizes on respect, dignity, and integrity, and values the diversity of its workforce.

B. The Employer will ensure all employees are aware of the regulations, laws and Executive Orders governing discrimination, discriminatory harassment (including sexual harassment), and affirmative employment.

C. The Employer will provide equal access to employment regardless of race, color, religion, gender, national origin, age (40+), disability, sexual orientation, parental status, or protected genetic information.

D. The Employer recognizes its obligation under the Rehabilitation Act of 1973, as amended, to "reasonably accommodate" qualified employees with disabilities, barring undue hardship. "Reasonable accommodation" may include, but is not limited to, job restructuring, part-time or modified work schedules, modified travel schedules, and acquisition or modification of equipment or devices.

E. The Employer recognizes its obligation under Title VII of the Civil Rights Act of 1964, as amended, to provide reasonable accommodation for an employee’s bona fide religious beliefs and practices.

Section 2

A. The Employer's Equal Employment Opportunity (EEO) Program shall be designed, implemented, and administered by the Employer in accordance with applicable laws and the provisions of this Agreement.

B. The Employer will continue to provide appropriate training to all employees on EEO related matters, as determined by the Employer.

Section 3

A. On an annual basis, the Employer will provide the Union with copies of the most recently filed Affirmative Employment Program for Women, Minorities, and Individuals with Disabilities (Annual Report and Update) ("MD-715").

B. In addition, the Employer will provide the Union with information each fiscal year on the aggregate numbers and types of EEO discrimination complaints filed that year against the Employer. These reports shall not include information prohibited from disclosure under applicable laws, rules, or regulations.

Section 4

The Employer will provide EEO counselors for counseling activities for all OCC employees and a place to meet privately with an employee for counseling purposes. The Employer will identify EEO counselors on the OCC intranet. Employees may contact one of these counselors or contact the Employer's Equal Employment Opportunity (EEO) office to obtain general information about the EEO counseling process. Aggrieved employees must contact the Employer's EEO office to obtain counseling services.

Section 5

Pursuant to 5 USC 7121(d), a complaint involving a claim of discrimination based upon race, color, religion, gender, national origin, age (40+), disability, protected genetic information, or prior protected EEO activities may, at the discretion of the employee, be raised under either the Employer's EEO administrative complaint process or through the negotiated grievance procedure, but not both. A complaint involving a claim of discrimination based upon sexual orientation or parental status may, at the discretion of the employee, be raised under either the Employer's EEO administrative complaint process or through the negotiated grievance procedure, but not both. In either instance, an employee will be deemed to have exercised his/her option at such time as the employee timely files a formal EEO administrative complaint or timely files a written grievance in accordance with the provisions of Article 27, Section 1E, whichever event occurs first. Pursuit of the informal (pre-complaint) EEO administrative process, including consultation with an EEO counselor, does not constitute filing a formal EEO complaint.

Section 6

A. Any employee seeking to file an EEO administrative complaint, or any employee participating in the Employer's administrative complaint process, shall be free from restraint, coercion, interference, or reprisal.

B. In the EEO administrative complaint process, the employee shall have the right to be accompanied, represented, and advised by a personally chosen representative when there is no apparent or actual conflict of interest. Both the employee and the employee's OCC representative shall be afforded a reasonable amount of time for processing the employee's complaint. The representative shall request this time in writing and the representative's supervisor must approve the time prior to use.

Section 7

The Employer will continue to offer alternative dispute resolution (ADR), which provides voluntary dispute resolution options for using a third party neutral (e.g. mediator) to assist in the resolution of allegations of discrimination raised in the EEO administrative complaint process.

ARTICLE 24
HEALTH AND SAFETY

Section 1

The Employer will, to the extent of its authority and consistent with the applicable requirements of Title 29 of the Code of Federal Regulations, as well as other applicable health and safety codes and standards, provide and maintain safe and healthful working conditions for all employees and will provide places of employment that are free from recognized hazards.

Section 2

A. The Employer will:

1. Investigate reports of unhealthy or unsafe working conditions;

2. Inform employees of the safety procedures and requirements at all of its facilities, based on information provided by building management, as appropriate;

3. Provide appropriate and adequate health and safety training for employees, as determined by the Employer;

4. Request and participate in evacuation drills in any office space;

5. Conduct a fire/evacuation meeting to discuss procedures at least annually at each office of the Employer where no drill is conducted (to the extent space is available for this meeting in non-leased offices);

6. Allow a Union representative to accompany Employer management on any health and safety inspection; and

7. Provide the Union with the results of any health and safety inspections of Employer office space.

B. The Union agrees to promptly notify the Employer of any safety and health concerns or possible compliance problems. The Union maintains its right to directly contact appropriate public officials and organizations (e.g., OSHA),

provided that the Union does not interfere with the Employer's efforts to correct any known health and safety concern.

C. The Union may request to schedule or arrange for a health and/or safety inspection of any Employer-leased office. The Union will provide reasonable notice to the Employer and will bear all costs and expenses of the inspection. The Employer will not unreasonably deny such requests. The Union will comply with any conditions of the lease or landlord when arranging for inspections. The Employer has the right to accompany the inspector on any such inspection.

Section 3

A. The Employer will take appropriate action to ensure that employees are familiar with the proper means of leaving the building during a suspected fire, bomb threat, or other emergency. Where a fire, bomb threat or other emergency in the building is reasonably suspected, the Employer will evacuate all affected employees to safer areas.

B. The Employer shall continue to maintain emergency evacuation plans that include provisions for evacuating disabled employees.

C. The Employer will continue to maintain appropriate emergency and safety equipment and supplies and continue to provide personal emergency kits for each employee, to the extent they are available from vendors.

Section 4

A. Employees will notify their supervisors if any individual threatens them or prevents them from performing their duties, or if they otherwise fear for their physical safety at any work location. The Employer will establish appropriate procedures for responding to credible threatening situations, including providing support and necessary information to potentially affected employees, and will work with employees on appropriate arrangements to ensure their safety.

B. An employee should notify the Employer of any other health and safety concerns observed in the workplace. An employee will not be subject to restraint, interference, coercion, discrimination, or reprisal for reporting an unsafe or unhealthful working condition. An employee who believes he/she

has been subject to acts of reprisal for reporting unsafe or unhealthful working conditions has the right to seek redress through established grievance procedures.

C. An employee will notify the Employer, by the most expeditious means available, of situations at the employee's workplace where there is imminent danger. The term "imminent danger" means any conditions or practices in any of the Employer's facilities that could reasonably be expected to cause death or serious physical harm immediately or within such a short time that emergency steps must be taken. If the situation does not allow for prior notification to the Employer, the employee should remove himself/herself from the dangerous location or cease to perform the dangerous task, notify the Employer as soon as possible, and make himself/herself available for work as directed by the Employer.

D. The Employer and the Union shall commence bargaining regarding temporary working arrangements if, due to significant unhealthy or unsafe working conditions, employees are prevented from reporting to work at a facility. The Employer may direct employees to report to a temporary work site while bargaining is ongoing. Absent unusual circumstances, such relocation shall not affect employees' regular work schedules. The parties agree to suspend those provisions of this Agreement that would impede the rapid or temporary relocation of affected employees under these circumstances. The Employer will grant excused absences to affected employees in appropriate circumstances.

Section 5

When the Employer is informed that an employee has sustained an on-the-job injury, the Employer will inform the employee of the procedures for filing a claim for benefits under the Federal Employees Compensation Act, in accordance with PPM 3110-51. The employee must report the injury to his/her supervisor or designated official in Human Resources. Upon request, the Employer will provide the employee all necessary forms. If because of his/her injury, the employee is unable to complete the necessary forms, the Employer will provide appropriate assistance.

Section 6

A. The Employer will continue to provide a first aid kit in each building, and on each floor where more than 30 employees are located. The Employer will designate a responsible person to maintain each kit in an employee work area, and the location of the kit will be clearly marked.

B. To the extent possible, the Employer will continue to provide an automated external defibrillator (AED) at each Employer-leased office, and, with the express permission of the bank, will provide an AED at other OCC offices where more than 30 employees are permanently located. The Employer will solicit volunteers to be trained on the equipment, as needed. AED training includes CPR. If there are more volunteers in a particular location than needed, they will be selected on a first-come, first-served basis. Although it is expected that employees who are trained will respond in an emergency, they are not required to do so. The Employer will publish the names of employees trained and willing to use the AED in an emergency.

Section 7

To the extent possible, the Employer will provide flu shots and certain health screenings, including, but not limited to, those health screenings currently provided.

Section 8

The parties have agreed that health and safety issues are to be referred to the Labor Management Relations Committee as a part of its regular agenda. The committee may discuss, among other things, accidents that have occurred and any revisions to regulations or policies relating to health and safety.

Section 9

A. The Employer will comply with OSHA regulations in notifying employees and the Union of known hazardous chemicals ordinarily used in Employer-leased work spaces, and will take reasonable steps to minimize the use of hazardous chemicals in Employer-leased offices.

B. To the extent possible, the Employer will notify the Union and affected employees at least 48 hours before hazardous chemicals are to be used in its leased facilities.

Section 10

If an employee is injured while in travel status or at a temporary duty station, the Employer will, to the extent possible and if requested:

a. Assist the employee in obtaining immediate medical assistance;

b. Assist a member of the employee's family in obtaining transportation to the medical facility;

c. Approve sick leave and per diem in accordance with applicable laws, rules, and regulations;

d. Contact the employee's designated emergency contact; and

e. Assist the family in arranging for and reimbursing the transportation of remains in accordance with applicable laws, rules, and regulations.

Section 11

The Employer will continue the full implementation of the Employee Assistance Program (EAP) at no cost to employees (if consistent with the Employer's contract with the EAP vendor), and will make employees aware of the program.

Section 12

A. Subject to budgetary constraints and space limitations, employees are encouraged to take advantage of fitness programs.

B. The Employer will continue to provide fitness center services and wellness programs currently offered under existing leases. Any changes to such services or programs will be subject to bargaining to the extent required by law.

Section 13

The Employer will afford reasonable accommodation to employees needing special equipment in accordance with applicable law, rules, and regulation. To the extent practicable, within budget constraints and office standards, the Employer will strive to provide employees in Employer-leased space with appropriate ergonomic furniture and equipment.

ARTICLE 25
COMPETITIVE SOURCING

Section 1

A. The Employer's competitive sourcing practices will conform to applicable law, rule, and regulation as well as the Agency's procurement policies.

B. The Employer will provide an annual list to the Union showing Full Time Equivalents (FTEs) (by organization and location) and corresponding codes on the FAIR Act list. This does not bar the Union from otherwise seeking "reasonable and necessary information" under 5 USC 7114 and from making a request for documents pursuant to the Freedom of Information Act.

Section 2

A. If an appeal or protest is filed, the Employer shall not convert to commercial performance any current bargaining unit work prior to complying with the appeal and protest provisions of OMB Circular A-76. Neither party will intentionally withhold information, fail to cooperate, or delay the A-76 process in order to escape its obligations under this Article. This does not affect the Employer's right to make decisions in accordance with 5 USC 7106.

B. The provisions contained in this Article apply to work being performed in-house by bargaining unit employees.

Section 3

A. The Employer shall notify the Union of any proposed competitive sourcing of bargaining unit work, as defined in this Article, prior to making any other notice to bargaining unit employees or the public.

B. The Employer shall provide affected employees and the Union with the opportunity to fully participate in the development of the Performance Work Statement or Statement of Work (or equivalent) in accordance with the requirements of OMB Circular A-76. Participation shall be subject to A-76 conflict of interest provisions.

C. The Employer shall provide the Union with copies of the Request for Proposals (RFP) and the Statement of Work within three workdays of the public issuance of the RFP.

D. The Employer shall provide affected employees and the Union with the opportunity to fully participate in the development of the "most efficient organization" model or other management plan that will be used to determine in-house cost estimates in accordance with the requirements of OMB Circular A-76. Participation shall be subject to A-76 conflict of interest provisions.

E. Within five workdays of reaching a tentative decision as a result of the A-76 process, the Agency shall make available to the public and the Union the information required under A-76.

ARTICLE 26
PROBATIONARY AND TRIAL EMPLOYEES

Section 1

In accordance with law, employees will serve a probationary period or trial period. The probationary period for competitive service employees and the trial period for excepted service employees is one year. During the probationary or trial period, the employee's conduct and performance in fulfilling the duties of his/her position will be observed, and the employee may be separated from the Federal Service in accordance with this Agreement, law, and applicable regulations.

Section 2

A. During the probationary or trial period of the employee, the Employer will:

1. Closely observe the employee's conduct, general character traits, and performance;

2. Provide guidance in regard to work related problems. When it appears that the employee's performance or conduct may be lacking, the Employer will:

a. Explain what is required of the employee in the position;

b. Identify areas where the employee needs improvement; and,

c. Suggest ways or means for the employee to improve his or her performance or conduct; and

3. Evaluate the employee's potentialities and attempt to determine whether the employee is suited for continued employment with the Employer.

B. It is the goal of the Employer to keep employees apprised of the status of their employment. Rating officials must meet with employees serving probationary or trial periods at least once each quarter to provide performance feedback. The Employer will implement a system to acknowledge the date of these discussions. The Employer will counsel the employee in those areas of concern to the Employer or those areas in which

the employee has indicated he or she would like further guidance or knowledge. A probationary or trial employee will normally be advised of his or her progress no later than 90 days prior to the end of the probationary or trial period.

Section 3

If a probationary or trial employee is separated under the provisions of this Article, the Employer will comply with applicable law and regulations and will separate the employee before the employee has completed his or her probationary or trial period.

Section 4

All notices to separate a probationary or trial employee will contain a statement concerning the employee's right to appeal, in accordance with law and regulation, to the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as appropriate.

Section 5

All provisions of this Agreement apply to probationary or trial employees, except those provisions that are inconsistent with law, rule or regulation. It is recognized that, in accordance with law, removal of a probationary or trial employee is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 27
GRIEVANCE PROCEDURE

Section 1

A. A grievance means any complaint --

1. by any employee concerning any matter relating to the employment of that employee;

2. by the Union concerning any matter relating to the employment of any employees in the bargaining unit;

3. by any employee, the Union, or the Employer concerning:

   a. the effect of interpretation, or claim of breach, of this Agreement; or

   b. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

   c. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment, including the Policies and Procedures Manual (PPM).

4. except that this Article shall not apply with respect to a grievance concerning:

   a. any claimed violation relating to prohibited political activities;

   b. retirement, life insurance or health insurance;

   c. a suspension or removal in the interest of National security;

   d. any examination, certification or appointment;

   e. the classification of any position which does not result in the reduction in grade or pay of any employee;

f. filling of supervisory positions or other positions outside the bargaining unit;

g. a preliminary warning, or proposal of an action which, if effected, would be covered under this procedure or under a statutory appeals procedure;

h. separations of probationary and trial employees;

i. an appeal by an employee of a RIF action;

j. the content of agency ethics rules, to the extent these are consistent with law, rule or regulation;

k. non-selection from a group of properly ranked and certified candidates, if otherwise consistent with law, rule or regulation;

l. non-adoption of a suggestion;

m. the return of an employee serving a supervisory or managerial probation period to a non-supervisory or non-managerial position; and

n. contents of evaluative recordation(s), and/or written feedback except as part of a grievance over an annual performance appraisal.

B. Grievances may be initiated by employees, singly or jointly, by the Union for itself, by the Union on behalf of one or more employees, or by the Employer.

C. This grievance procedure shall be the exclusive administrative procedure available to the Parties and the employees for resolving matters that fall within its coverage except as provided in Subsection 1D of this Article; provided, however, that if an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved party has the option to seek redress under this Article or under the unfair labor practice procedures of the Federal Service Labor-Management Relations Statute, but not both. An employee is deemed to have exercised his/her option to raise a matter as an unfair labor practice or as a grievance at such time as the employee timely files an unfair

labor practice charge or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

D. A grievance involving an adverse action or unacceptable performance action is defined as removal, suspension for more than 14 calendar days, reduction in grade, reduction in pay, or furlough of 30 calendar days or less. Such actions may be appealed under the appropriate statutory procedure or under this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

E. Pursuant to 5 U.S.C. 7121(d), a complaint involving a claim of discrimination based upon race, color, religion, gender, national origin, age (40+), disability, protected genetic information, or prior protected EEO activities, may, at the discretion of the employee, be raised either under the Employer's EEO administrative complaint process or through this negotiated grievance procedure, but not both. A complaint involving a claim of discrimination based upon sexual orientation or parental status may, at the discretion of the employee, be raised under either the Employer's EEO administrative complaint process or through the negotiated grievance procedure, but not both. In either instance, an employee will be deemed to have exercised his/her option to raise a matter either under the Employer's EEO administrative complaint process or under the grievance procedure at such time as the employee timely files a formal EEO administrative complaint or timely files a grievance in writing in accordance with the provisions of the grievance procedure, whichever event occurs first. Pursuit of the informal (pre-complaint) EEO administrative process, including consultation with an EEO counselor, does not constitute filing a formal EEO administrative complaint.

Section 2

A. It is understood that an employee pursuing a grievance under this Article shall be limited to Union representation, self-representation, or a representative approved by the Union. If an employee presents a grievance without Union representation, the Union will be given the opportunity to be present at all formal discussions of the grievance and at the adjustment of the

grievance. To the maximum extent possible, the Union will be given reasonable advance notice of such meetings.

B. An employee will be given a reasonable amount of duty time to prepare grievances. Normally up to two hours is considered reasonable, but more time may be reasonable based on the complexity of the issues related to the grievance. The employee will also be provided with duty time to present the grievance at the grievance meeting. If the time is denied for any reason, the supervisor will inform the employee of alternate times or dates when the employee can be granted time.

Section 3

Employees, designated representatives, and employee witnesses will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal arising out of their initiation or participation in the resolution of a grievance.

Section 4

A grievance involving an adverse or unacceptable performance action shall be processed as follows:

An employee who receives a notice of final action regarding an adverse action or unacceptable performance action (see Section 1D of this Article) has 30 calendar days beginning with the day after the effective date of the action to appeal the action to the Merit Systems Protection Board. If the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with Article 28, Arbitration.

Section 5

Except for challenges to adverse or unacceptable performance actions, a grievance shall be processed as follows:

A. **STEP ONE**

1. The employee must present a written grievance within 20 workdays from the date of the action giving rise to the grievance or 20 workdays after the employee becomes aware or reasonably should have become

aware of the action**,** whichever is earlier. An employee on assignment outside of his or her Official Duty Station for two consecutive weeks or more during the initial 20 workday period shall have an automatic extension of five additional workdays to file his or her grievance.

2. The grievance will normally be filed with the immediate supervisor or the lowest management level capable of granting the relief sought. If, because of the nature of the grievance, either the Union or the Employer believes the immediate supervisor is not the appropriate Step One official, that party may contact the Director for Labor and Employee Relations or designee to discuss whether the immediate supervisor should hear the grievance. Normally within five workdays, the Director for Labor and Employee Relations will notify the grievant's designated representative as to which official shall hear the Step One matter. If the Employer determines that it is necessary to re-direct the grievance to a different management official, an appropriate extension of the time limit for responding will be made. With regard to a grievance concerning a performance evaluation, the Union may, by mutual agreement of the parties, skip Step One and file the grievance directly at Step Two.

3. Every grievance filed pursuant to this Article must be in writing and present the name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union. In addition, the grievance must present an account of the incident giving rise to the grievance, reference the appropriate contractual provision, law, rule, regulation or policy alleged to have been violated, and a statement of the remedy sought. The Employer agrees it will not dispose of the grievance solely because of an incorrect citation.

4. The Step One official, or his or her designee, shall normally meet with the grievant and a Union representative within 10 workdays after the receipt of the grievance for the purpose of discussing the grievance unless it is mutually agreed that the meeting be waived. The Employer may have one other representative present during the grievance meeting. Additional Employer and Union representatives may attend by mutual agreement. If the Step One official is not located at the grievant's work site, the meeting will be conducted via telephone. The Step One official will issue a written decision to the grievant,

with a copy to the Union representative, within 10 workdays after the date of the meeting or the date on which the meeting was waived.

B. **STEP TWO**

1. If the grievant is not satisfied with the Step One decision, the grievant may appeal the grievance in writing to the next higher level official, or designee, as the Step Two Official. A grievant may not raise new issues after Step One. The written appeal shall be filed within 10 workdays after receipt of the Step One decision, and include a copy of the original grievance filed and a copy of the Step One official's decision.

2. The Step Two official or his or her designee shall normally meet with the grievant and Union representative (no more than one) within 10 workdays after receipt of the appeal. The Employer may have one other official present during the grievance meeting. If the Step Two official is not located at the grievant's work site, the meeting will be conducted by telephone. Additional Employer and Union representatives may attend by mutual agreement. The Step Two official shall issue a written decision to the grievant with a copy to a designated Union representative within 10 workdays after the date of the meeting or the receipt of the appeal if no meeting is held.

3. Except as provided under Section 5A3, absent mutual agreement to amend a grievance or consolidate separate grievances, no new issues may be raised by the grievant after the first step except in response to issues raised in an Employer response.

C. **STEP THREE (Optional)**

1. Appeals to this step of the grievance process must be by mutual agreement of the parties and shall be in writing to the next higher level of management, or designee, within 10 workdays after receipt of the Step Two decision.

2. The Step Three official, or his or her designee, shall issue a written decision to the grievant with a copy to the designated Union representative within 10 workdays of the receipt of the appeal.

Section 6

A. All time limits referred to in this Article may be extended by mutual consent of the parties prior to the expiration of such time limits.

B. Failure of the Employer to observe the time limits where no extension has been agreed to shall entitle the grievant to advance the grievance to the next step.

C. Failure of the grievant to observe the time limits contained in this procedure, where no extension has been granted, will result in termination of the grievance; except that in cases where the Employer's response is late, the time limits for the grievant's response shall be extended by an equal number of days.

Section 7

A. Upon advance written request, the Employer will provide access during duty time to witnesses with relevant information pursuant to the grievance process. Under no circumstances will a witness requested by the Union or grievant be compelled to appear or answer questions involuntarily. If a witness, relied upon by the Employer, agrees to answer questions of the grievant or Union**,** the witness shall, upon request, be accompanied by a representative of the Employer.

B. When two or more employees file individual grievances involving the same facts, events and the same issues arising out of the same incident or a mass grievance, the grievances shall be consolidated and processed through the negotiated grievance and arbitration procedure together.

C. If, at the Employer's request, a grievant is required to travel to attend a meeting with the Employer pursuant to this procedure, the grievant shall be on duty time and the grievant shall be paid travel and per diem expenses by the Employer in accordance with the Comptroller's Handbook for Travel.

Section 8

A. If the Employer alleges that a grievance is not grievable and/or is not arbitrable the Employer shall notify the Union/grievant in writing, stating all the reasons for such determination.

B. When the Employer alleges an issue to be non-grievable or non-arbitrable, the Union/grievant will have two workdays to amend and refile the grievance if desired. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance. The Union/grievant will be allowed only one revision attempt. The Employer reserves the right to challenge grievability, arbitrability, or the validity of the revised grievance.

C. If the Employer denies a grievance as non-grievable or non-arbitrable, the grievance decision will also normally address the merits of the grievance.

Section 9

In lieu of the step-by-step procedure set out in Section 5 of this Article, the Union may submit a written grievance to the Employer when it alleges that the Employer has violated terms and conditions specifically granted to the Union by statute or under this Agreement. Such a grievance must be submitted in writing to the Deputy Comptroller, Human Resources, within 20 workdays after the occurrence of the act which gave rise to the grievance or 20 workdays after the Union became aware of the action or reasonably should have become aware. Upon receipt of the grievance, the Union and Employer representative (no more than two representatives for each party unless mutually agreed otherwise) shall meet within 20 workdays to discuss the grievance. A written decision will be issued to the Union within 20 workdays after the meeting. If the Union is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the provisions of Article 28, Arbitration, such appeal to be made within 30 calendar days after receipt of the written decision.

Section 10

When Employer grievances arise, they will be submitted in writing to the Union’s national president. Such a grievance must be submitted in writing within 20 workdays after the occurrence of the act which gave rise to the grievance or 20 workdays after the Employer became aware of the action or reasonably should have become aware. The management official who filed the grievance, or designee, will meet within 20 workdays with the National NTEU representative to assure that all pertinent facts are made available. The Union will provide a written decision to the Employer within 20 workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the Employer. A letter invoking the grievance for arbitration must be served on the Union's national president within 30 calendar days of the written decision.

Section 11

After a grievance under this Article is filed, the following alternative dispute resolution (ADR) process may be entered into by mutual agreement of the affected employee, the Union and the Employer. ADR under the negotiated grievance procedure will be administered by the Employer's Equal Employment Opportunity (EEO) office. Any request for ADR must be filed in writing prior to the expiration of any other controlling time frame in order to receive consideration. If ADR is entered into, the following procedure applies:

A. Working through the Employer's EEO office, the parties will secure a mediator who is acceptable to both parties and select a date to meet that is acceptable to all participants. Whenever possible, this step should occur within 15 calendar days of the date agreement to pursue ADR is reached.

B. The meeting will include the parties involved in the dispute, the mediator, and other mutually agreed to participants, such as Union and Employer representatives, and subject matter experts.

C. The parties will meet to attempt to resolve the issue until/unless any party to the ADR submits written notice of withdrawal from the process.

D. If a matter is not resolved through ADR, the grievance will continue through the grievance process, beginning at the step at which grievance proceedings were stopped pending ADR efforts.

E. If the matter is resolved, the settlement will be reduced to writing and will be signed by the grievant, the Union and the Employer, and the grievance will be withdrawn as settled.

F. Settlement offers or discussions will not be used as evidence or referred to in the remaining steps of the grievance process or at arbitration, if the ADR efforts do not result in agreement.

Section 12

The Employer will continue to offer the Alternative Dispute Resolution (ADR) program as a voluntary resource which offers employees the services of third party neutrals (e.g., mediators) to assist in the resolution of workplace conflicts/disputes

that are not being pursued under either the EEO administrative complaint or the negotiated grievance procedure.

ARTICLE 28
ARBITRATION

Section 1

A. Any unresolved grievances processed under Article 27, Grievance Procedure, or any challenges to adverse or unacceptable performance actions not otherwise appealed under a statutory appeals process, may, upon written notification by the Union or the Employer, be appealed to binding arbitration. The request for arbitration will be made within 30 calendar days after receipt of the final decision in the grievance procedure or the written decision letter in an adverse or unacceptable performance action. If, in the case of an unresolved grievance, no final decision has been issued, the request will be made within 30 calendar days from the date such decision should have been issued.

B. The written request for arbitration will be served on the Deputy Comptroller, Human Resources, or designee, if filed by the Union, or on the Union's national president, or designee, or the appropriate regional national counsel or regional director for the Union, if filed by the Employer.

Section 2

A. The parties will select a permanent panel for hearing arbitration appeals filed by the Union or the Employer. The panel will have no fewer than three arbitrators. Additional panels may be created during the life of the Agreement where the parties mutually agree that the number of arbitration cases supports the need for a panel. The parties shall obtain a list of arbitrators from the Federal Mediation and Conciliation Service, American Arbitration Association, or any other mutually agreeable source. If the parties cannot mutually agree upon the arbitrators, they will alternately strike names from the list until the requisite number of arbitrators has been selected. A coin flip will determine which party will strike first. The parties will share the cost of the list equally.

B. Either party may unilaterally remove one arbitrator from the panel during each 12-month period of this Agreement by giving notice to the other party and the arbitrator. Upon receipt of that notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned. The process for replacing arbitrators on the panel will be

the same as that contained above for the initial selection of arbitrators for the panel.

Section 3

A. Within 30 calendar days after receipt of a request for arbitration, the parties will assign the case to the next arbitrator on the panel, on a rotational basis. The same panel of arbitrators will be used for expedited arbitration.

B. The arbitrator will hear the grievance as promptly as practicable, on a date and at a site, normally the Employer's premises at or nearest to the grievant's worksite, mutually agreeable to the parties.

C. Unless mutually agreed otherwise by the parties, any requested arbitration that has not been scheduled for hearing within six months will be deemed to be moot and will be considered withdrawn. No further arbitration will take place with respect to the matters covered by that grievance.

Section 4

A. The arbitrator's fees and all of the arbitrator's expenses, including travel expenses, incurred under this procedure shall be borne equally by the parties. Unless the parties agree otherwise, a verbatim transcript of the hearing will be made. The parties will share the cost of the court reporter and will each bear the expense of the copies of the transcript it obtains. The parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

B. Once the hearing date has been established, a party unilaterally requesting that an arbitration hearing be postponed, delayed, or cancelled for any reason that results in fees being charged by the arbitrator or the court reporter will pay any and all fees associated with the requested change. The fact that one party has no objection to the request of the other party for postponement, delay, or cancellation of the arbitration hearing will not absolve the requesting party from the paying of all the fees being charged.

C. In any case where the parties mutually agree to postpone, delay, or cancel an arbitration proceeding, the parties will share equally the cost of any fees being charged by the arbitrator or the court reporter that are associated with the requested change.

D. In any grievance where the parties settle the matter prior to an arbitration hearing and there are fees being charged due to the cancellation of the hearing, both parties will equally share the cost of any fees being charged.

Section 5

A. The parties will exchange lists of potential hearing witnesses 15 calendar days prior to the scheduled hearing. The Employer will make reasonable efforts to produce Agency employees as witnesses if requested by the Union. However, each party reserves the right to question the relevance or necessity of any potential witness, and the arbitrator will resolve any such questions prior to the date of the hearing. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing, and each party will bear its own witnesses' expenses, including travel. The grievant and all employees who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration hearing, without loss of pay or charge to annual leave.

B. The hearing shall be informal and strict rules of evidence will not apply. The grievant shall have the burden of proof by a preponderance of evidence, except where it is allocated by statute or regulation. Either party may ask the arbitrator to draw an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant. Testimony shall be under oath or affirmation.

C. Issues may not be raised for the first time at arbitration that were not raised during the course of the grievance processing or were not raised during the processing of the adverse or performance based action giving rise to the arbitration.

D. The arbitrator has the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make decisions as to the arbitrability of a grievance before addressing the merits of the case. Upon mutual agreement of the parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the case. If the arbitrator determines that the issue cannot be resolved based on pre-hearing briefs (e.g., there are issues of material fact), or after consideration of pre-hearing briefs, determines that there is a reasonable basis that the issue is arbitrable, he/she will conduct the hearing and hear the merits of the underlying grievance. Absent mutual agreement, the parties will be entitled

to submit pre-hearing and post-hearing briefs, provided that all documents given to the arbitrator are also provided to the opposing party's representative at the same time.

E. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The award will be limited to the issues presented at arbitration. If the parties fail to agree on a joint submission of the issue for arbitration, each will present a separate submission, with a copy to the other Party, and the arbitrator will determine the issue(s) to be heard. The parties may, by mutual agreement, stipulate the facts and the issue in a particular case directly to an arbitrator for decision without a formal hearing. The arbitrator will have the authority to make an aggrieved employee whole, or issue any other remedy, to the extent such remedy is consistent with controlling law, rule, and regulation.

F. Except in cases subject to the expedited procedures set forth as follows in Section 6, the arbitrator shall submit his/her decision to the Employer and the Union advocate as soon as possible, but in no event later than 30 calendar days following the close of the record before him/her, unless the parties waive this requirement.

Section 6

A. A grievance concerning the following matters may be submitted for expedited arbitration.

1. Denial of leave requests;

2. Dues withholding;

3. Improper maintenance of personnel records;

4. Denials of outside employment requests;

5. Denials of requests for official time;

6. Denial of situational and recurring task telework requests;

7. Distribution and posting of Union literature at Employer leased space; or

8. Any other matter by mutual agreement of the parties

B. The following special procedures will apply to the arbitration of any dispute under this procedure:

1. The request for expedited arbitration will be made within 15 calendar days after receipt of the final decision in the grievance procedure. If no final decision has been issued, the request will be made within 15 calendar days from the date such decision should have been issued.

2. The arbitrator will be selected in the same manner as provided for in Section 2. An arbitrator unable to hear an expedited arbitration case within 30 calendar days will be deemed unavailable and the parties will select another arbitrator.

3. The hearing will be conducted as soon as possible. The parties may arrange for a pre-hearing conference with or without the arbitrator to consider means of expediting the hearing.

4. No transcript may be prepared.

5. Disputes submitted under the expedited arbitration procedure shall not contain issues alleging prohibited personnel practices or involve questions of bargaining history. All decisions rendered under this procedure shall be non-precedential.

6. The arbitrator will issue a bench decision, if possible. If not, he or she will issue a brief written decision within 10 workdays of the close of the hearing.

Section 7

The decision of the arbitrator will be final and binding. However, either party may file an exception to the arbitrator's decision with the Federal Labor Relations Authority (FLRA) in accordance with the FLRA's regulations.

Section 8

An arbitrator has the authority to award reasonable attorneys fees in accordance with the standards established under 5 USC 5596 and other relevant law, rule, or regulation.

ARTICLE 29
DISCIPLINARY ACTIONS

Section 1

A. Disciplinary actions will be taken only for such cause as will promote the efficiency of the federal service.

B. For the purpose of this Agreement, a disciplinary action is defined as a written letter of admonishment, a reprimand, or a suspension of 14 calendar days or less.

C. If a disciplinary action is withdrawn or overturned based on the merits, all documentation retrievable by name relative to that action will be destroyed, with confirmation of such action sent to the employee, except for any documentation that:

1. The Employer is required to preserve in accordance with law, rule, or regulations;

2. Is relevant to an action that is maintained or upheld;

3. Is outside the control of the Employer; or

4. Is contained in a database (that is not accessible by the employee's managers) used for statistical tracking of personnel actions.

Section 2

The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate. Prior to deciding what disciplinary action is a proper response to the incident or act, the Employer will consider any mitigating or aggravating factors, including but not limited to the following factors:

a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether

the offense was intentional or technical or inadvertent, was committed maliciously or for gain, or was frequently repeated;

b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

c. The employee's past disciplinary record;

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect on the Employer's confidence in the employee's ability to perform assigned duties;

f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

g. Consistency of the penalty in any applicable Employer table of penalties;

h. The notoriety of the offense or its impact on the reputation of the Employer;

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j. Potential for the employee's rehabilitation;

k. Mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and

l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 3

A. The Employer and the Union support the use of alternative approaches to traditional disciplinary actions in certain circumstances. However, alternative discipline will be used only when agreed upon as appropriate by the Employer and the employee. Alternative discipline provides the opportunity to address employee misconduct in a more positive manner by offering employees options to traditional discipline. Examples include unpaid, off-duty community service, leave without pay in lieu of formal suspension action, donation of annual leave to a leave transfer recipient, or counseling.

B. The alternative discipline agreement will be maintained by the Employer in a manner that is consistent with the retention requirements of the underlying action (that is, up to two years when the alternative discipline agreement takes the place of an admonishment or a reprimand, and indefinitely when the alternative discipline agreement takes the place of a suspension). The alternative discipline agreement will not be placed in the employee's Official Personnel Folder (OPF).

C. Failure to complete the alternative discipline will result in the imposition of the original penalty. Alternative discipline may be relied upon when applying the concept of progressive discipline.

Section 4

A. When the Employer issues a letter of admonishment or reprimand:

1. When possible, the Employer will hand-deliver the letter to the employee, provided the employee is in a duty status. If there is any discussion of the contents of the letter with the employee, he/she will be entitled to Union representation upon request of the employee.

2. The letter will include the specific reasons for the action, the retention period for admonishments or reprimands in the OPF, and the employee's rights and time limits for filing a grievance. The employee shall also be provided with the documentation or other evidence upon which the action is based.

3. The employee will be given 20 workdays from the date of receipt of the letter to file a grievance in accordance with the negotiated grievance procedure contained in this Agreement.

B. When a suspension of 14 calendar days or less is proposed, the following procedures will apply, except in emergency situations:

1. The employee will be given at least 10 workdays advance written notice of the proposed suspension, which will state specifically why the suspension is being proposed, the employee's right to reply and the time limits for same. The Employer will provide a copy of any information relied upon to support the action to the affected employee. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

2. The final decision in any sustained suspension of 14 days or less will normally be made by a deciding official who is at a higher management level than the official who issued the notice of proposed suspension. An employee has the right to make an oral and/or written reply within 10 workdays of the employee's actual receipt of the letter of proposed action. Prior to the expiration of the 10 workdays, the employee shall have a reasonable amount of duty time, normally up to four hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written reply.

3. If the employee elects to make an oral reply, the oral reply will be made to the deciding official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five workdays of receipt of the summary. The Employer will pay all travel and per diem expenses of the employee.

4. The final decision letter will be issued prior to the effective date of the suspension, and shall contain the specific reasons for the decision and the dates of the suspension. The final decision will also address any relevant legal or factual disputes raised by the employee in the

summary or written reply and will contain a statement of the employee's right to file a grievance under the negotiated grievance procedure contained in this Agreement.

Section 5

When filing a grievance concerning a disciplinary action under this Article, the grievance will be filed at Step Two of the negotiated grievance procedure.

Section 6

A letter of admonishment or reprimand will be removed from an employee's OPF no later than two years from the date of issuance. All documentation and references to such action in the OPF will be destroyed at such time, except for any documentation that the Employer is required to preserve in accordance with law, rule, or regulations. A letter of admonishment or reprimand may be relied upon for the purpose of progressive discipline during the two-year retention period.

ARTICLE 30
ADVERSE ACTIONS

Section 1

A. An adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade, a reduction in pay, or a furlough of 30 calendar days or less of an employee. A removal or reduction in pay based on unacceptable performance may be taken under this Article rather than under Article 31, Unacceptable Performance.

B. The Employer must demonstrate, by a preponderance of evidence, that an adverse action has been taken only for such cause as will promote the efficiency of the federal service.

C. The provisions of this Article do not apply to probationary or trial employees.

D. If an adverse action is withdrawn or overturned based on the merits, all documentation retrievable by name relative to that action will be destroyed, with confirmation of such action sent to the employee, except for any documentation that:

1. The Employer is required to preserve in accordance with law, rule, or regulations;

2. Is relevant to an action that is maintained or upheld;

3. Is outside the control of the Employer; or

4. Is contained in a database (that is not accessible by the employee's managers) used for statistical tracking of personnel actions.

Section 2

The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate. Prior to deciding what action is a proper response to the incident or act, the Employer will

consider any mitigating or aggravating factors, including, but not limited to, the following factors:

a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, was committed maliciously or for gain, or was frequently repeated;

b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;

c. The employee's past disciplinary record;

d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect on the Employer's confidence in the employee's ability to perform assigned duties;

f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

g. Consistency of the penalty with any applicable Employer table of penalties;

h. The notoriety of the offense or its impact on the reputation of the Employer;

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j. Potential for the employee's rehabilitation;

k. Mitigating circumstances surrounding the offense, such as unusual job tensions, personality problems, mental impairment, harassment, or

bad faith, malice, or provocation on the part of others involved in the matter; and

l. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 3

The Employer will follow these procedures when proposing and deciding to take an adverse action against an employee under this Article:

A. In all cases of proposed adverse action, except for emergency suspensions and actions taken in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee will be given written notice stating the specific reasons for the proposed action at least 30 calendar days in advance of the action and informed of his/her right to reply to the proposed action.

B. Along with the notice of proposed adverse action, the Employer will provide a copy of any information relied upon to support the action to the affected employee. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

C. An employee has the right to make an oral and/or written reply within 10 workdays of the employee's actual receipt of the letter of proposed action. The employee will be given a reasonable amount of duty time, normally up to eight hours, but more time may be reasonable based on the complexity of the case, to prepare the oral and/or written reply. If the employee elects to make an oral reply, it will be made to the deciding official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five workdays of receipt of the summary. The employer will pay all travel and per diem expenses of the employee.

D. The final decision in any sustained adverse action will normally be made by a higher-level management official than the official who issued the notice of

proposed action. The final decision letter shall contain the Employer's specific reasons for the decision. The final decision will also address any relevant legal or factual disputes raised by the employee in the summary or written reply and will contain a statement of the employee's right to appeal an adverse decision to the Merit Systems Protection Board or if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with Article 28, Arbitration.

ARTICLE 31
UNACCEPTABLE PERFORMANCE

Section 1

A. For purposes of this Article, an action based on unacceptable performance (Level 1) under 5 USC 43 is a reduction in pay band or removal of an employee whose performance fails to meet established performance standards in one or more skill-based and/or productivity elements.

B. The Employer must demonstrate that an action taken under this Article for unacceptable performance is supported by substantial evidence.

C. The provisions of this Article do not apply to the removal of probationary or trial employees or to performance-based removals under 5 USC 75.

D. If an action based on unacceptable performance is withdrawn or overturned based on the merits, all documentation retrievable by name relative to that action will be destroyed, with confirmation of such action sent to the employee, except for any documentation that:

1. The Employer is required to preserve in accordance with law, rule, or regulations;

2. Is relevant to an action that is maintained or upheld;

3. Is outside the control of the Employer; or

4. Is contained in a database (that is not accessible by the employee's managers) used for statistical tracking of personnel actions.

Section 2

A. Before taking an action based on unacceptable performance (Level 1), the Employer will notify the employee in writing of the skill-based and/or productivity element(s) for which performance is Level 1, inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance (Level 2) in his/her position and advise the employee what he/she must do to bring his/her performance up to Level 2. The notice will also explain what efforts will be

made to assist the employee in improving performance. Assistance may include formal training, closer supervision, counseling, or more frequent progress reviews. The Employer may give an employee notice of an opportunity to improve at any time during the performance appraisal cycle when performance becomes Level 1 in one or more skill-based or productivity elements.

B. When the employee's performance is rated Level 1 in one or more elements, the Employer will provide the employee with a reasonable period of time (at least 60 to 120 calendar days, depending on the nature of the employee's duties) to demonstrate Level 2 performance. The Employer will inform the employee that, unless his/her performance improves to and is sustained at Level 2 during such period of time, the Employer may remove the employee or reduce the employee's pay band.

C. The Employer also will inform the employee that, unless his/her performance in the identified element(s) is sustained at Level 2 for at least one year from receipt of the written notice, the Employer may remove the employee or reduce the employee's pay band.

Section 3

When the employee improves identified Level 1 performance to Level 2 within the opportunity to improve period, as specified in Section 2B of this Article, but the employee's performance in the same element(s) again becomes Level 1 within one year of the initial notice, the Employer may initiate action to remove the employee or reduce the employee's pay band as set forth in Section 4 of this Article without offering another opportunity to improve his/her performance.

Section 4

The Employer will follow these procedures when proposing and deciding to take an action under this Article:

A. The employee will be provided 30 calendar days advance written notice of the proposed action. The notice will identify both the specific instances of Level 1 performance and the related elements and standards.

B. The employee will be provided with a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to

additional information under 5 USC 7114 or any other applicable law, rule, or regulation.

C. The employee will be advised in writing of his/her right to representation.

D. The employee will be provided a reasonable amount of duty time, normally up to eight hours, but more time may be reasonable based on the complexity of the case, to prepare his/her response to the proposed action.

E. The employee will be provided the opportunity to reply to the notice orally and/or in writing within 10 workdays from the date the employee receives notice of the proposed action. The Employer may consider a written request to extend the reply period. If the employee elects to make an oral reply, it will be made to the deciding official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five workdays of receipt of the summary. The Employer will pay the travel and per diem expenses of the employee to attend the oral reply.

F. The employee will be given a final decision concerning the proposed action, usually within 30 calendar days after expiration of the advance notice period. Normally, the final decision will be issued by an official who is at a higher management level than the official who proposed the action. The final decision will be issued prior to the effective date of the action, and will specify the instances of Level 1 performance by the employee on which the action is based. The final decision will also address any relevant legal or factual disputes raised by the employee in the summary or written reply and will contain a statement advising the employee of his/her rights to challenge the unacceptable performance action.

Section 5

If the Employer's final decision is to remove an employee or to reduce his or her pay band based on unacceptable (Level 1) performance, the employee may appeal the decision to the Merit Systems Protection Board or, if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with Article 28, Arbitration.

ARTICLE 32
RETIREMENT/RESIGNATIONS

Section 1

An employee may withdraw a retirement application or resignation at any time prior to its effective date provided the withdrawal is communicated in writing to the Employer. The Employer may decline to accept the withdrawal only when it has a valid reason, including, but not limited to, administrative disruption or the hiring or the commitment to hire a replacement.

Section 2

The Employer agrees to continue to provide to those employees covered under the Civil Service Retirement System (CSRS), CSRS Offset, or Federal Employee Retirement System (FERS) who are identified by the Employer as eligible to retire within five years an opportunity to voluntarily participate in the Employer sponsored pre-retirement planning seminar. An eligible employee should attend only one such pre-retirement planning seminar. However, an employee may attend another seminar if more than five years has elapsed since he or she last attended if space is available. Topics in the seminar may include, but are not limited to: CSRS, CSRS Offset, or FERS benefits; Employer and federal benefits; Social Security qualifications, health, family adjustments, budget, legal and income tax.

Section 3

The frequency of retirement planning programs will be determined by the number of employees who have been identified by the Employer as eligible to retire within five years. The locations of programs will be determined by the Employer with consideration given to the location of employees, the cost effectiveness of the site, and the internal resources required to support such programs. If not offered at the employee's official site, the Employer shall pay all travel, lodging, and per diem costs for the employee to attend the seminar at an approved cost-effective alternate location. Employees shall be provided duty time to participate in these programs in accordance with Article 9, Training, provided the seminar occurs during the employee’s normal workweek. The employee must adjust his/her work schedule to accommodate seminars held on flex days.

Section 4

The Employer agrees to continue to provide an on-line Personal Benefits Statement to individual employees.

Section 5

Probationary employees may choose, up to the effective date of their termination, to submit a letter reflecting a voluntary resignation. The record will reflect a voluntary resignation. The standard form SF-50 will reflect a voluntary resignation, contain no reference to the termination, and the notice of removal will be expunged from the Official Personnel Folder.

ARTICLE 33
DUES WITHHOLDING

Section 1

Eligible employees who are members of the Union may pay dues through the authorization of voluntary allotments from their compensation. To be eligible to make such voluntary allotments, an employee must:

1. Be an employee of the bargaining unit covered by this Agreement;

2. Be a member in good standing in the Union;

3. Have voluntarily completed Standard Form 1187 (SF-1187) ("Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues"); and

4. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

Section 2

The Union will:

1. Inform and educate members of the voluntary nature of the system for the allotment of labor organization dues;

2. Purchase SF-1187 forms and make them available to employees;

3. Assure that each SF-1187 is properly completed and inform the designated official of the Employer of any changes;

4. Inform the designated official of the Employer of any employee who has been expelled or ceases to be in good standing with the Union;

5. Inform the designated official of the Employer of any changes in the dues amounts or the formula for membership dues (including tables by both dollar amount and percentage of salary being withdrawn for dues). Such changes may not be made more frequently than once every 12 months; and

6. Provide the designated official of the Employer with the names and complete mailing addresses and changes thereto of officials to whom dues withholding information should be submitted.

Section 3

The Employer will:

1. Deduct and process voluntary allotments of dues and changes in dues upon certification from the Union national president in accordance with this Article. Changes in the dues amounts will be made as soon as possible, but no later than three full pay periods after notification by the Union;

2. Withhold authorized dues on a bi-weekly basis at no cost to the Union or the employee;

3. Start dues withholding no later than one full pay period following receipt of a properly certified SF-1187;

4. Reinstate dues withholding for employees temporarily detailed or assigned to positions outside the bargaining unit as soon as possible, but no later than one full pay period following their return to the bargaining unit;

5. Notify the Union when an employee, who has submitted an SF-1187, is not eligible to enroll in the automatic dues withholding program because he/she is not an employee in the bargaining unit covered by this Agreement;

6. Prepare remittances and reports as follows:

    a. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union;

    b. Remittance will be made per pay period and directly to the Administrative Controller, National Treasury Employees Union, 1750 H Street, N.W., Washington, D.C. 20006. The Employer also will provide the following information, in CVS

(Comma Delimited), via magnetic media or electronic file transfer:

- Employees' names in alphabetical order by last name;
- Band level;
- Adjusted base pay (including locality or geo pay);
- Pay plan;
- Total amount of dues withheld;
- Pay period start date;
- Pay period end date;
- Identification of duty location; and
- Identification of the labor organization, including the Union chapter number.

c. The Employer will provide a bi-weekly dues report to the chapter presidents.

Section 4

A. The Employer will terminate an employee's dues withholding allotment no later than one full pay period after the Employer learns that:

1. An employee ceases to be a member in good standing in the Union;

2. The Union loses exclusive recognition for the covered unit;

3. An employee is reassigned or promoted from the unit for which the Union has been accorded exclusive recognition; or

4. An employee is separated from employment with the Employer.

When the Employer terminates an employee's dues withholding, notice of such action will be provided to the affected employee and to the appropriate Union chapter.

B. An employee cannot cancel a Union dues allotment until the dues allotment has been in effect for more than one year. An employee submitting a properly executed SF-1188 during the first year will have his/her allotment terminated at the beginning of the pay period following the anniversary date. After the first year, the employee must submit a properly executed SF-1188

during the month of August and revocations will become effective during pay period 18.

Section 5

In accordance with Article 36, Section 1C2, the Employer and the Union will seek to implement a change to allow employee dues withholding requests to be processed using employee identification numbers instead of Social Security Numbers (SSNs).

ARTICLE 34
LABOR-MANAGEMENT RELATIONS COMMITTEES

Section 1

A. The Employer and the Union recognize that a successful Labor-Management program can only be achieved by an ongoing exchange of information and discussion of matters of mutual concern. These include personnel policies and practices, staffing, annual budget, transition and reorganization issues, and other matters affecting working conditions of employees. For these reasons, the Employer and the Union agree to the creation of Labor-Management Relations Committees (LMRC).

1. A national LMRC will be established. This LMRC will be comprised of the chapter presidents, Union staff personnel, and Employer representatives. The committee will meet quarterly and more often as mutually agreed. Agenda items should normally be exchanged 14 calendar days in advance of the meetings. Meetings will not be used as a forum for airing any grievances that have already been filed or discussing disputes relating to individual employees, except by mutual agreement.

2. To address issues of local concern, district and headquarters LMRCs may be established by mutual agreement of the parties.

3. These committees will meet in person or via teleconference as determined by the parties. When meeting in person, all time spent for travel and meetings will be Union official time. A reasonable amount of official time to prepare for these meetings will also be approved in accordance with the provisions of Article 6. The travel and time will be coded as such on time and travel reports.

4. The parties agree that the language of any mutual understandings, agreed-upon action items, and other pertinent information the parties agree to document in writing will be given to the Union for approval prior to distribution to individuals who are not at the meetings.

5. The operation of these committees is not intended to substitute for the day-to-day relationship between the parties. These committees are

intended to be the focal point and vehicle by which the ongoing national and local concerns of the parties may be addressed.

Section 2

Upon mutual agreement, the applicable time limits for filing institutional grievances or bargaining proposals will be tolled in order for the parties to attempt to resolve the dispute through the national LMRC.

ARTICLE 35
INFORMAL RESOLUTION OF UNFAIR LABOR PRACTICE CHARGES

Notwithstanding either party's right to file an unfair labor practice, the parties, in principle, agree that it would be in the best interest of labor-management relations to notify the other party (labor relations staff in Human Resources and the Administrative and Internal Law Division for the Employer, or the national president for the Union) 15 calendar days prior to filing an unfair labor practice. The parties agree that reasonable efforts to address and correct misunderstandings will be addressed during the 15-calendar-day period.

ARTICLE 36
EMPLOYEE PERSONNEL FILES

Section 1

A. As used in this Article, employee personnel file means any item, collection, or grouping of information about an employee that is maintained by the Employer and is retrievable by the employee's name or other personal identifier.

B. All employee personnel files will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974, as amended. The Employer will purge records in accordance with the Employer's record retention standards.

C. Managers or other representatives of the Employer may not maintain any employee personnel file in violation of any law or regulation, including the Privacy Act of 1974, as amended. Managers may maintain personal notes to be used solely as "memory joggers." Personal notes may not be disseminated if the dissemination would violate any law or regulation. The employee may review and copy material about him or her in any system of records in accord with the procedures set out in the Privacy Act.

1. Employee personnel files will be kept safe and secure at all times in accordance with all applicable laws and regulations. Disclosure of and access to information from employee personnel files will be in accordance with applicable laws and regulations. Access within the Employer will be limited to personnel who have a need for the record in the performance of their duties. The Employer will ensure that any vendors who process or otherwise come into the possession of employee information have in place procedures to ensure compliance with applicable privacy laws and regulations, and to safeguard employee information against identity theft.

2. To the extent practicable, the Employer will institute the use of employee identification numbers that are different from employees' social security numbers, on time and travel reports, leave forms, and other personnel records to help preserve the confidentiality of employee information it possesses.

Section 2

A. Employee personnel files will be made available to the employee upon request, or to the employee's representative if authorized by the employee in writing, except when access may be denied by applicable laws and regulations. Such records cannot be removed from the safe and secure custody of management by the employee or representative, and must be reviewed with a member of management, or designee, present unless management waives this requirement.

B. The employee may obtain a photocopy of documents contained in the official personnel file upon request.

C. An employee will have the right to submit a written statement of disagreement in accordance with the Privacy Act of 1974, as amended, to any disputed material placed in his/her employee personnel file.

D. In accordance with the contract provisions governing adverse personnel actions, expired or outdated information will be purged from employee personnel files in a timely manner.

E. Nothing in this agreement shall be interpreted to restrict the Employer's ability to release information about an employee pursuant to applicable laws or regulations, including the Privacy Act of 1974, as amended, or the Freedom of Information Act.

ARTICLE 37
UNION ACCESS TO EMPLOYER FACILITIES AND RESOURCES

Section 1

A. The Union, upon appropriate advance request and approval, may use Employer leased conference rooms or other meeting space, when available. Generally, such use must be for representational purposes. If meeting space is used for internal Union business, the meetings must be conducted during non-duty hours (including during a lunch). The Employer may rescind approval for the Union's use of meeting space due to operational exigency. When requesting or reserving meeting space, the Union representative must indicate that the Union is sponsoring the meeting. The Union's national officers may visit Employer leased conference rooms or other meeting space to discuss appropriate Union business with individuals or groups of bargaining unit employees upon reasonable advance notice, normally 24 hours in advance. This requirement does not apply to other Union staff representatives who may have a need to visit and/or conduct appropriate Union business in Employer leased conference rooms. The Union may invite other non-employee individuals to visit Employer facilities only after requesting and obtaining approval from management.

B. The Union will exercise reasonable care and due consideration for the maintenance of the meeting space. The Union will also notify the Employer as soon as possible once it determines that it will not need a conference or meeting room that has previously been requested and scheduled. The Union shall not request or use non-Employer leased space for representational or internal Union business meetings.

Section 2

A. Union representatives may use the Employer's telephones, fax machines, photocopiers and e-mail in connection with representational activities. This use is subject to the operational priorities of the Employer and may be reviewed periodically by the Employer and the Labor-Management Relations Committee (LMRC). A Union representative, while on official time, may use the computer workstation assigned to him/her in connection with representational activities.

B. Employer equipment, including computers, printers, copying equipment, fax machines, telephones and e-mail may not be used for internal Union business, except pursuant to the Employer's policy permitting employees to use such equipment for reasonable personal use. However, personal use does not include mass mailing, including e-mails, of material to employees. Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, communications regarding support for specific candidates, political fund raising, or partisan political issues, and collection of dues.

C. The Union may use the Employer's televisions and videocassette players for Union-sponsored local training and meetings with employees, when such equipment is reasonably available and has been requested in advance. However, such equipment may not be used for internal Union business during official time or duty time.

Section 3

The Employer will post an electronic copy of this Agreement on its intranet for access by employees. The Employer also will provide the Union with a total of 100 printed copies of the Agreement. The Employer will ensure that the electronic agreement is compliant with Section 508 of the Rehabilitation Act of 1973 as amended.

Section 4

Each chapter may receive representational correspondence concerning the labor relations program via U.S. Postal Service mail or private express mail addressed to the Union or the local chapters at any of the Employer's locations. The Employer also agrees to allow the Union to use the intra-agency mail system for communicating with the Employer. Other than for safety/security concerns, the Employer will not open mail addressed to the Union local chapter. The Employer accepts no responsibility for lost, damaged, returned, opened, or misrouted mail.

Section 5

A. In each of the Employer's four district offices, the Employer will provide an office of approximately 120 square feet to be used by the Union as a chapter office. In the Employer's headquarters office, the Employer will provide an office of approximately 250 square feet to be used by the Union as a chapter

office. The location of such offices will be determined by mutual agreement. The Employer will provide one four-drawer lockable file cabinet in Employer leased office space to the chapter president or designee of the Union's choice, if he or she is not located in the district office, for Union business. This is in addition to the four-drawer lockable file cabinet provided for in 5B below. Union representatives not located in the district office may have access to quiet rooms and conference rooms or vacant offices in Employer leased space to conduct Union business subject to availability and in accordance with Sections 1A and B of this Article.

B. Each office will be designed to provide privacy to the chapter and shall have a lockable door. The Employer will provide, for each office, a meeting table, a four-drawer lockable file cabinet, a bookcase, four chairs, a bulletin board, a telephone, and, upon request of the local chapter president, a computer with full network and Internet access, and a printer/scanner.

Section 6

A. The Employer will provide to the Union at least one standard sized bulletin board up to 3' x 4' per floor in headquarters, one per floor in each district office, and one per floor in each Employer leased office location in the field where bargaining unit employees are located. The specific location of such bulletin boards shall be mutually agreed to by the Employer and the respective Union chapters. It is agreed that the Union may title the designated bulletin board space as the appropriate "NTEU CHAPTER."

B. The Union will also be provided the opportunity to post announcements of meetings or other activities on the Employer's digital signage system. This use shall be subject to the Employer's standard internal communications system request process. The Union may not use the Employer's digital signage system for announcements of internal Union business. Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, communications regarding support for specific candidates, political fund raising or partisan political issues, and collection of dues.

C. Materials posted on the Union's bulletin boards or on the Employer's digital signage system will not reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the federal government. If the Employer objects to any posted item, the Employer will

remove the item and so inform the Union. The Union will not post materials in any other public or common space, on other bulletin boards or in elevator lobbies in the Employer's premises.

Section 7

A. The Union may use the Employer's e-mail system to communicate with the Employer, other Union representatives, an employee, or small groups of employees regarding representational matters, and to communicate with the Employer regarding the application/interpretation of the Agreement. The Union recognizes that the Employer's communications systems are the property of the Employer, and therefore, all users will comply with the Employer's system usage rules. These systems include, but are not limited to, e-mail and internet access. Communications will not contain materials that reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the federal government.

B. The Union may not use the Employer's e-mail system for announcements of internal Union business (e.g., membership drives, fundraising events, elections). Announcements about internal Union business activities, however, may be placed on Union bulletin boards and on the Union's Web site. Permissible e-mails also may provide notice that additional information about the representational matter appears on the Union's bulletin boards or on the Union's national or local websites.

C. The Employer agrees that it will not monitor the content of communications of individual Union representatives unless such monitoring is consistent with the terms of this Agreement, or is required for security purposes, other purposes generally applicable to all Employer employees, or other negotiated policies or practices.

D. Violations of the standards for use of the Employer's communication systems by individual employees can result in disciplinary action up to and including removal and/or the termination of the violator's access to the Employer's communications systems. The Union will be provided with advance notice and the opportunity to address any problems which might lead the Employer to suspend the Union's access to the Employer's communications systems or other sanctions based on a violation of these standards by Union representatives.

E. Upon request, the Employer shall provide any chapter president a smartphone device (with phone and e-mail capability) and/or a device providing mobile internet access for a computer (e.g. Verizon Aircard), to the extent that such devices are not already provided based on his/her job duties.

Section 8

A. Upon reasonable advance notice, the Union may distribute material to existing employee mailboxes or in non-work areas of the Employer's premises**,** provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of this Article.

B. The Union shall be permitted to set up tables or booths at conferences held in Employer leased space if other employee groups (e.g., affinity groups) sponsored by the Employer are doing so. The Union's tables or booths shall be staffed on non-duty time.

C. The Union shall be permitted to perform desk drops to bargaining unit employees no more than four times per year. Reasonable notice of a planned desk drop must be given to the appropriate labor relations specialist and/or human resource specialist. Such notice will be given either orally or in writing in advance so that one full workday elapses between receipt of the notice and execution of the desk drop. The employee performing the desk drop will do so on his or her own time (e.g., during work breaks, lunch periods, before/after work, on annual leave or leave without pay).

Section 9

On a quarterly basis (each January 1, April 1, July 1 and October 1), the Employer will provide the Union's national office an electronic report of bargaining unit employees, identifying each by name, pay band, position title, series, assigned office (city and state), e-mail address, and employment status (e.g., permanent, or temporary appointment, full-time or part-time, or term).

ARTICLE 38
REDUCTION IN FORCE

Section 1

A. The Employer will use to the maximum extent practicable a variety of tools to mitigate the need to conduct a reduction in force (RIF). These include:

- Noncompetitive reassignment into other Employer vacancies for which an employee is qualified, absent just cause;
- Career transition assistance services;
- Retirement counseling;
- Reasonable administrative time to search for positions outside the office;
- Requesting voluntary early out authority from the Office of Personnel Management when a large number of employees are affected.

B. The Employer will consider to the maximum extent possible the use of strategies, such as job swapping between an employee who wants to leave and one whose position can be filled with a qualified employee who will otherwise be subject to a RIF.

C. The Employer will use RIF only as a last resort, when efforts to avoid it using one or more of the above tools are not successful.

D. Where practicable, the employer will issue Career Transition Assistance Plan letters far enough in advance of a RIF so that the affected employees have this benefit for six months prior to the effective date of the RIF.

Section 2

This Article applies to any RIF conducted by the Employer during the term of this Agreement. Any RIF will be carried out in accordance with applicable laws, rules, and regulations. When the Employer reaches a final decision involving a RIF, it will provide the Union with a written notice at the earliest possible date and not later than 90 calendar days prior to the planned effective date, unless the circumstances leave the employer no choice but to give less notice. The notification will include the reason for the RIF, approximate number and types of positions affected, geographic location, and anticipated date of the planned action. In recognition that some of the information provided to the Union is considered

private and personal to employees, the Union will maintain the confidentiality of that information.

Section 3

If requested, the Employer will brief the Union concerning the RIF at a mutually agreeable time as soon as possible, but no later than two weeks after notification.

Section 4

The Employer will make a reasonable effort to keep employees in a competitive area anticipating a RIF generally informed of recent developments and decisions. After notification of the Union, the Employer may hold general meetings with unit employees.

Section 5

Competitive areas shall be as established in the current PPM 3110-46 (REV).

Section 6

The Employer shall establish competitive levels consisting of positions in a competitive area in the same pay band and classification series that are similar enough in duties, qualification requirements, and working conditions so that the incumbent of one position may be reassigned to any of the other positions in the level without undue interruption. Competitive level determinations shall be made in accordance with controlling regulations.

Section 7

When a competing employee is to be released from a competitive level, the Employer shall establish a separate retention register for that competitive level. Competing employees are listed by tenure group, veterans preference sub-group, and length of service (with credit for performance included in computing total length of service).

Section 8

A. Additional service credit for performance is based on the last three most recent ratings of record which were received by the employee during the four-year period prior to the date of issuance of specific RIF notices.

B. To be creditable for RIF purposes, ratings must have been issued to the employee, including all appropriate signatures and reviews, and must be on record. In the RIF context, this means that the rating has been entered into the automated personnel system and is available for use by Human Resources. Performance appraisals will not be given solely to improve an employee's retention standing for RIF purposes.

C. Credit under the Employer's four-level performance appraisal program will be given based on the employee's summary rating as follows: 20 years for Level 4, 16 years for Level 3, and no additional service credit for Levels 1 or 2. Employees with performance ratings received under a five-level system, will receive credit in accordance with 5 CFR 351.504(d)(1) through (d)(3). Employees previously covered by a pass/fail performance system will receive 12 years of additional service credit for a pass rating.

Section 9

Assignment rights (i.e., bump and retreat rights), if any, will be determined in accordance with controlling regulations and Employer policy. Employees in the excepted service have no assignment rights outside their competitive levels.

Section 10

A. An employee who is involuntarily placed in a lower pay band as the result of RIF is entitled to two years of saved grade if the employee held a position at the higher pay band for at least 52 consecutive weeks, excluding time in temporary promotion, prior to the RIF.

B. Upon expiration of two years of saved grade, the employee will be placed in the lower pay band. If the employee's current salary cannot be accommodated within the lower pay band, the employee is entitled to saved pay. Saved pay will continue until the employee's pay falls within the salary range for his or her pay band.

Section 11

Before separating any employee by RIF, the Employer will ensure the employee is advised of the provisions of the Employer's Career Transition Assistance Plan.

Section 12

The Employer shall issue specific RIF notices to employees affected by a reduction in force at least 60 calendar days before the effective date of the RIF.

Section 13

In accordance with applicable law and regulation, when a RIF is caused by circumstances not reasonably foreseeable, the Employer may request approval from the Office of Personnel Management through the Department of Treasury for a notice period of less than 60 days and will advise the Union in advance of the specific situations requiring less than the normal notice period.

Section 14

A specific RIF notice shall contain the following information:

1. The specific RIF action being taken (e.g., separation, demotion, or furlough for more than 30 calendar days), the reason for the RIF, and the effective date of the action;

2. The employee's competitive area, competitive level, retention subgroup, service date, and the three most recent ratings of record received during the last four years;

3. The place where the employee may inspect the regulations and records pertinent to his/her case;

4. If applicable, the reasons for retaining a lower standing employee in the same competitive level;

5. The employee's right to appeal the RIF action to the Merit Systems Protection Board (MSPB) under the provisions of the Board's regulations (including a copy of the MSPB procedures);

6. Address and other information for applying for unemployment insurance through the employee's state program;

7. As applicable, the employee's right to reemployment consideration and career transition assistance information under the Employer's Career Transition Assistance Plan;

8. All other information required by RIF regulations.

Section 15

Upon request, an employee who has received a specific RIF notice, and/or the employee's representative, if the representative is acting on behalf of the individual employee, may review retention registers and any other records used by the Employer to the extent that the registers and records have a bearing on a specific action taken, or to be taken, against the employee.

Section 16

The Employer will maintain all lists, records, and information pertaining to the RIF for at least one year in accordance with applicable law, rules, and regulations.

ARTICLE 39
EMPLOYEE COMPENSATION AND BENEFITS

Section 1 – Merit Pay

A. Pay Pools

For pay increases effective the first pay period in January 2016, January 2017, and January 2018, and in each subsequent year until this Article is reopened, the Employer will allocate a portions of its budget for a merit increase pool of 3.1 percent of aggregate base pay. In addition, the Employer will include in its payroll budget for each of these years an allocation for merit bonuses of 0.9 percent of base pay.

This merit increase pool will be divided into separate pools for each of the Employer's lines of business (e.g., Chief Counsel, Chief National Bank Examiner, Mid-size and Community Bank Supervision, Large Bank Supervision, Ombudsman, Chief of Staff, Office of Management, and Economics).

This section (i.e., Section 1) may be reopend by either party following completion of the work of the joint working group on redesign of the performance management program. This work will be considered completed upon validation of the performance plans by the HR services provider covering positions occupied by at least eighty percent of the bargaining unit employees.

B. Salary Structure

The Employer will increase the salary structure by 2 percent to the minimum of the band during each calendar year for 2016, 2017, and 2018 and 2 percent to the maximum of the band during each calendar year for 2016, 2017, and 2018.

1. 2016 Calendar Year

During the 2016 calendar year, employees will be compensated in accordance with the following salary structure:

PAY BAND	MINIMUM BASE PAY	MAXIMUM BASE PAY
NB-I	$23,559	$36,400
NB-II	$28,759	$48,921
NB-III	$39,477	$67,124
NB-IV	$49,134	$91,051
NB-V-T*	$59,462	$108,281
NB-V	$68,342	$127,239
NB-V, Step 2	$75,176	$139,962
NB-VI-T*	$75,521	$146,965
NB-VI	$88,292	$164,063
NB-VI, Step 2	$94,915	$176,367
NB-VII	$113,656	$211,287

** only certain OTS transferees are eligible for placement in these Bands.*

2. 2017 Calendar Year

During the 2017 calendar year, employees will be compensated in accordance with the following salary structure:

PAY BAND	MINIMUM BASE PAY	MAXIMUM BASE PAY
NB-I	$24,030	$37,128
NB-II	$29,334	$49,900
NB-III	$40,267	$68,518
NB-IV	$50,117	$92,872
NB-V-T*	$60,651	$110,447
NB-V	$69,709	$129,784
NB-V, Step 2	$76,680	$142,762
NB-VI-T*	$77,031	$149,904
NB-VI	$90,058	$167,344
NB-VI, Step 2	$96,813	$179,895
NB-VII	$115,929	$215,513

** only certain OTS transferees are eligible for placement in these Bands.*

3. 2018 Calendar Year

During the 2018 calendar year, employees will be compensated in accordance with the following salary structure:

PAY BAND	MINIMUM BASE PAY	MAXIMUM BASE PAY
NB-I	$24,511	$37,870
NB-II	$29,921	$50,898
NB-III	$41,072	$69,888
NB-IV	$51,119	$94,730
NB-V-T*	$61,864	$112,656
NB-V	$71,103	$132,379
NB-V, Step 2	$78,213	$145,617
NB-VI-T*	$78,572	$152,902
NB-VI	$91,859	$170,691
NB-VI, Step 2	$98,750	$183,492
NB-VII	$118,247	$219,823

** only certain OTS transferees are eligible for placement in these Bands.*

1. Pay Cap

All employees at NB-VII and below will be subject to a pay cap. The pay cap will be increased by 2 percent for 2016, 2017 and 2018. The pay cap will be calculated as the sum of an employee's base pay, geographic pay, and merit pay increase.

C. Merit Pay Matrix

At the conclusion of each fiscal year covered by this Article, the Employer will gather information regarding the annual performance rating distributions for each line of business. After consultation with the Union, the Employer will publish a matrix for each individual line of business that will establish a distinct merit increase percentage for each strength of performance level (i.e., 4, 3 high, and 3). These martices will be developed utilizing the framework below, spending 3.1 percent of pay, and will guarantee a meaningful pay increase differentiation between varying levels of performance.

STRENGTH OF PERFORMANCE	LOWER THIRD OF PAY BAND	MIDDLE THIRD OF PAY BAND	UPPER THIRD OF PAY BAND
4	2.0(X)	2.0(X)	2.0(X)
3 high	1.67(X)	1.67(X)	1.67(X)
3	1.0(X)	1.0(X)	1.0(X)
2 or 1	0	0	0

** "X" will be defined within each line of business based on performance rating distributions.*

D. Determination of Strength of Performance for 3-Rated Employees

PERFORMANCE RATING	EXPLANATION
3	Means 0 or 1 skill element is rated 4
3 High	Means 5 skill elements are rated 4 when there are 6 elements rated, or means 4 skill elements are rated 4 when there are 5 elements rated, or means 3 skill elements are rated 4 when there are 4 elements rated

Note: This table applies when all elements are rated 3 or 4. If one element is rated 2-improving, the strength of performance is 3.

E. Merit Bonuses

For work performed during each fiscal year covered by this Article, the merit bonus pool will be divided into separate pools for each line of business. Employees rated "4" will receive a minimum of 0.9 percent of their current base pay as a merit bonus; employees rated "3 high" will receive a minimum of 0.5 percent of their current base pay as a merit bonus. Merit bonus determinations will be made fairly and equitably, based on strength of performance against performance objectives and standards, and/or contribution to business unit or Employer objectives.

F. Data

No later than April 1 of each year, the Employer will provide the Union, to the extent consistent with law, an electronic file identifying the merit increase percentage, merit bonus percentage and special increase percentage for each bargaining unit employee along with the following fields: line of business/pay pool, position title, job series, pay band, district, gender, race/national origin, year of birth, rating (by strength of performance category). If there is some legal reason why the data in all fields cannot be provided, then the parties shall discuss whether there are other options for providing necessary information to the Union.

Section 2 – Special Increases

A. The Employer will distribute Special Increases in accordance with the existing compensation program policy and the subsequent policy modifications that went into effect on February 25, 2013. On a bi-annual basis, the Employer will take affirmative steps to provide guidance, education, and advice to managers and supervisors on the proper use of these Special Increases, with particular emphasis on their use for employees low in the pay range who have acquired or demonstrated new skills. However, all employees who meet the criteria identified in the policy are eligible for a Special Increase regardless of their position in the pay band; to the extent such an increase would otherwise result in the employee exceeding the maximum pay for the pay band, the employee will receive that portion of the increase as a lump sum.

B. A minimum of 50 percent of any unused Special Increase funds available within a line of business will be added to the merit pay distribution for employees in that line of business, with any remaining amount distributed as bonuses to all employees in that line of business. Funds designated for Special Increases for pre-commissioned examiners are restricted to that purpose and are not available for distribution as bonuses.

Section 3 – Geographic Pay

Geographic pay (GEO) is a salary differential that employees receive in addition to their base pay, based on differences in the cost of labor and cost of living in and/or around their respective duty station.

A. Based upon current Geographic Pay data and the Agency's interest to be able to recruit and retain employees-particularly in key locations-Geographic Pay will be adjusted for the terms of this agreement as follows:

1. The Agency will increase the GEO rate by 5% for New York Region, San Francisco, Boston, and Providence.

2. The Agency will increase the GEO rate by 4% for Pittsburgh.

3. The Agency will increase the GEO rate by 2% for Washington, D.C. region.

4. The Agency will increase the GEO rate by 1% for all other cities that currently receive GEO.

5. The Agency will pay a GEO rate of 1% for any other duty location not referenced above.

Section 4 – 401(k) Program

A. OCC 401(k) program and OTS 401(k) Program (CSRS and FERS Employees)

1. During the fourth quarter of each calendar year for the term of the Article, the Employer will provide each eligible employee who was on the Employer's payroll as of the last day of the last full pay period of each fiscal year a discretionary contribution of $1,000 to their 401(k) account.

2. The Employer will make a discretionary contribution of 4 percent of pay to each eligible employee's 401(k) account each pay period for the duration of this Article.

3. The Employer will match up to 1 percent of each eligible employee's adjusted base salary. The discretionary and matching contributions will be invested into the employee's 401(k) account according to their respective investment allocations.

B. OTS 401(k) Program (FIRF Employees)

1. During the fourth quarter of each calendar year for the term of the Article, the Employer will provide each eligible employee who was on the Employer's payroll as of the last day of the last full pay period of each fiscal year a discretionary contribution of $1,000 to their 401(k) account.

2. The Employer will make a discretionary contribution of 4 percent of pay to each eligible employee's 401(k) account each pay period for the duration of this Article.

3. The Employer will match up to 3 percent of each eligible employee's adjusted base salary. The discretionary and matching contributions will be invested into the employee's 401(k) account according to their respective investment allocations.

Section 5 – Life Cycle Program

Each year of this Agreement, the Employer will provide $1,250 for the Life Cycle Program to each employee on board as of the commencement of the benefits Open Season. In order to receive the contribution, the employee must be on the Employer's payroll as of January 5 for each year of payment.

The Employer will provide employees $500 dollars of this amount to be applied using the following options: (1) deposit into their Healthcare Flexible Spending Account, (2) deposit into their Dependent Care Flexible Spending Account, or (3) take as additional cash. The remaining $750 will be paid as a lump sum cash payment.

Section 6 – Health Insurance Subsidy

In addition to the standard Federal employer contributions to employee healthcare insurance, the Employer will provide each employee a maximum of up to $70 dollars per pay period in 2016 and 2017, and a maximum of up to $75 per pay period in 2018, toward the employee's Federal Employees Health Benefits.

Section 7 – Travel Stipend Program

During the term of this Article, the Employer shall provide a stipend of $40 to each employee for each night out in a calendar year from the 51st night out through the

70th night out, and $50 for each night out beginning with the 71st night, pursuant to the OCC's Travel Stipend Program.

Section 8 – OCC Life Insurance

As the life insurance contract is re-competed, the employer will seek to obtain and maintain the maximum coverage for Option 1 at no less than $500,000.

Section 9 – Dental Insurance

At any time the dental insurance contract is re-competed, the Union will be allowed to have one representative on the Technical Evaluation Panel, subject to the requirements and restrictions applicable to all other members of the panel.

Section 10 – Early Check-In

Employees may claim reimbursement for fees charged by an airline to check in early for their flight. The right to claim reimbursement will continue to be included in the OCC FTRS.

Section 11 – Public Transit Subsidy

The OCC shall provide a public transportation subsidy in accordance with PPM 3120-48 to all employees for the cost of using public transportation up to $250 per month, or up to the maximum IRS deductible limit, whichever is greater, during the period covered by this Article. Any amount exceeding the IRS limit will be treated as taxable.

Section 12 – Pre-Tax Parking

The OCC shall provide a program to permit employees to pay for parking on a pre-tax basis, to the maximum extent permitted under IRS rules.

Section 13 – Annual Leave Buy-Back

During leave years 2016, 2017, and 2018, the Employer will compensate approved employees for unused use-or-lose annual leave by providing a one-time cash payment for up to 40 hours. Applications requesting approval for unused annual leave compensation must be submitted to the employee's Senior Deputy Controller or their designee.

Section 14 - Other Compensation and Benefits

During the period covered by this Article, the Employer's other employee compensation and benefit programs not specifically referenced in this Article will continue to be administered under the policies and procedures in effect as of the date of this Agreement, unless otherwise negotiated or required by law with the following exceptions:

A. The CBS Staffing Incentives/Flexibilities Relocation Bonus (Revised) and Transitional Cost of Living Allowance are no longer offered. The Employer will revise the CBS Staffing Incentives/Flexibilities program (Last Updated: 01/09/2015) to eliminate the CBS Staffing Incentive Relocation Bonus (Revised) and TCOLA for all employees.

B. Prior to any involuntary relocation of an employee, the Employer will provide notice to NTEU and bargain to the extent required by law, which may include compensation matters.

C. Changes to pay protections associated with rotational and term positions within the bargaining unit are subject to further negotiations during the period covered by this article.

Section 13 – Duration/Reopener

This Article shall run concurrent with the term of the master collective bargaining agreement and shall be automatically renewable for additional one-year periods. Between April 1 and May 1 of 2018, or between April 1 and May 1 of any subsequent year, either party may reopen the collective bargaining agreement by serving written notice. Proposed ground rules and a statement of the provision(s) to be amended, modified, or terminated, shall accompany such written notice. Bargaining will commence no later than June 1 or no later than resolution of any ground rules dispute.

If the parties have not reached voluntary agreement by September 15, the parties will agree that they are at impasse and will submit a join request for FSIP assistance.

ARTICLE 40
DURATION AND TERMINATION

Section 1

This Agreement will become effective on the date it is approved pursuant to the provisions of 5 USC 7114(c) or 31 days after it is executed by the Employer and the Union, whichever event occurs first.

Section 2

Except as otherwise provided in specific articles, this Agreement shall remain in effect for a period of five years from its effective date and shall be automatically renewable for additional one year periods unless either party notifies the other party, in writing, at least 60 days, but not more than 105 days prior to the expiration date of its intention to amend, modify, or terminate this Agreement. Proposed ground rules or a statement of the provision(s) to be amended, modified, or terminated shall accompany such written notice.

Section 3

During the 30 calendar day period beginning April 15, 2016, either party may reopen up to two existing articles. The notice of intention to reopen must be in writing and shall be accompanied by specific proposals. The parties shall begin negotiations no later than 45 calendar days after receipt of the notice.