

**ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

AND

**NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES (NAGE)
LOCAL R5-55**

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**NEGOTIATED AGREEMENT
December 2010**

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**Sam Nunn Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, Georgia 30303**

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APPROVAL OF NEGOTIATED AGREEMENT.....

PREAMBLE

WHEREAS the United States Environmental Protection Agency - Region 4 (Employer) and the National Association of Government Employees, Local R5-55 (Union) 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 settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the Employer and the Union recognize that the public interest demands the highest standards of employee performance 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

WHEREAS the Employer and the Union recognize that a mutual commitment to cooperation promotes both the efficiency of the Employer's operations and the well-being of its employees; and

WHEREAS 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;

NOW THEREFORE the Employer and the Union hereby further agree as follows:

ARTICLE 1 COVERAGE

Section 1.

- (A) This Agreement is made by and between the United States Environmental Protection Agency, Region 4, hereinafter referred to as the Employer, and the National Association of Government Employees, Local R5-55, hereinafter referred to as the Union, for the employees in the unit described below, hereinafter referred to as the employees.
- (B) The Employer recognizes that the Union is the exclusive representative of all employees in the unit described below.
- (C) This Agreement includes all nonprofessional employees of the U.S. Environmental Protection Agency, Region 4, Atlanta, Georgia, and all nonprofessional General Schedule employees of the Regional Counsel, U.S. Environmental Protection Agency, Atlanta, Georgia. In addition, this Agreement covers all nonprofessional employees under the management jurisdiction of the Regional Administrator, U.S. Environmental Protection Agency, Region 4, regardless of geographical location (i.e., Atlanta, GA; Athens, GA; West Palm Beach, FL; Bay St. Louis, MS; and any other satellite offices that may be developed).
- (D) Excluded from the bargaining unit are professional employees, management officials, employees engaged in federal personnel work in other than a purely clerical capacity, supervisors as defined in Executive Order 11491, as amended, Public Health Service Corps Officers, and confidential employees.

ARTICLE 2 EMPLOYER RIGHTS

Section 1.

The Employer retains the right:

- (A) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
- (B) To hire, assign, direct, lay off, and retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- (C) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
- (D) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
- (E) To take whatever actions may be necessary to carry out the mission of the Agency during emergencies;
- (F) To determine the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty;
- (G) To determine the technology, methods, and means of performing work.

Section 2.

- (A) The exercise of Employer's rights does not abrogate the Union's right to negotiate the procedures which the Employer will observe and negotiate appropriate arrangements for adversely affected employees, nor does it affect grievance rights as established by Article 6 (see 5 USC 7106(b)).

ARTICLE 3 EMPLOYEE RIGHTS

Section 1. Rights

- (A) Each employee has the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of this right. In addition, this Agreement assures the right of each employee, regardless of Union membership, to bring any matter concerning personnel policies, practices, or working conditions to the attention of appropriate management and to choose his/her own representative in a grievance or appeal action in accordance with applicable laws and the terms of the Agreement.

- (B) The initiation of grievances in good faith by employees will not cause any reflection on their standing with their supervisors or on their loyalty or desirability to the organization. Employees and Union stewards who have relevant information concerning any matter for which remedial relief is available under the Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion or discrimination, intimidation, or reprisal. The Employer will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union steward for the purpose of representing to the Employer any matter of concern over the interpretation or application of this Agreement or of representing the employee to any government agency or official other than the Employer. The parties recognize that this section grants such employees and Union stewards a reasonable amount of official time for performing duties under the provisions of 5 USC 7131(d) (2).

Section 2. Employee Conduct

- (A) No employee shall engage or participate in a strike or advocate such action to other employees. Participation in or advocacy of any such action will be sufficient cause for disciplinary action, including dismissal. Furthermore, any disciplinary action taken may not be grieved or appealed through the provisions of this Agreement.

- (B) Each employee shall adhere to the Federal Employees Standards of Conduct and Ethics.

- (C) Employees are permitted to engage in outside employment or other outside activity that is compatible with the full and proper discharge of the duties and responsibilities of their government employment. However, the outside employment of an EPA employee, whether in the private sector or for a local or state government, must not interfere with the performance of his/her EPA job duties and responsibilities. Nor shall it involve the employee in an actual or potential conflict of interest situation or adversely affect the confidence of the public in the EPA or in the government. Most outside employment

requires prior approval of the appropriate management official. (See 5 CFR Parts 6401, 2365, and 2636.)

- (D) Employees shall be treated equitably in the application of regulations. Employees who believe that they have been treated unprofessionally should raise the issue to senior management.

Section 3. General

- (A) The Employer recognizes and respects the dignity of employees in its formulation and implementation of personnel policies and practices and conditions of work. It is the responsibility of all employees and supervisors to control their behavior at all times and to abide by any EPA policies on standards concerning conduct and behavior. The Employer, employees, and the Union will treat each other in a professional, businesslike, and courteous manner. The parties recognize the need for supervisors, management officials, Union representatives, and employees to treat each other and members of the public with courtesy, consideration, and respect.
- (B) The employee has a right to Union representation, if the employee requests, at any examination or interview of the employee by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action.
- (C) An employee's supervisor may look for work-related material at an employee's work station, except in one locked drawer or cabinet labeled "**Personal**" by the employee. The employee may designate one of his/her drawers as personal (if an employee elects to have personal items at work, he/she must designate one desk drawer as "**Personal**"); the label "**Personal**" must be visible outside the drawer. Work-related material will remain accessible at all times and will not be placed in the drawer or cabinet labeled "**Personal**". The supervisor shall not be allowed to unlock and search the drawer or cabinet labeled "**Personal**", unless a Union official has been notified and is present during the search. If a union representative cannot be present, a bargaining unit employee must be present during the search. Supervisors shall be granted access to the drawer or cabinet labeled "**Personal**" if there is an internal security problem/issue or emergency situation that gives management reason to conduct the search.

Section 4. Resignations

- (A) Decisions concerning resignations and their effective dates are matters of free choice to be made voluntarily by the employee. When an employee is faced with the prospect of Employer-initiated action such as termination or removal, the employee shall have the right to not resign or, if the employee chooses, to make the resignation date effective at

any time **prior** to the effective date of the Employer's action. Resignations shall not be secured by coercive or deceptive means. If the employee resigns after having received notice of a proposed action or decision, his/her official record will be so noted.

- (B) An employee may withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer by close of business the effective day or prior to the effective date of the resignation.

ARTICLE 4 UNION RIGHTS

Section 1. Negotiation

- (A) The Employer recognizes that under 5 USC 7111(b) (1) the Union has the exclusive right to represent all employees and is entitled to act for and to negotiate on agreements covering all employees.
- (B) The Employer shall notify the Union of a proposed new policy or proposed change to a policy or procedure not contained in this Agreement which is within the scope of its authority and which affects the working conditions of employees. The Union may request negotiation concerning the impact of such change within seven workdays after receipt of the proposal.
- (C) The Employer shall recognize the duly elected Union officers, officials, and representatives designated by the Union, including stewards. The Union will supply the Employer in writing and will maintain on an annual basis a list of the Union officers and officials. Updates of changes will be made as necessary. The Union may post the list of Union officers, officials, and stewards on the official Union bulletin boards.
- (D) Labor-relations meetings between the Union President, or his/her Union designee, and the Regional Administrator, or his/her Regional designee, may be held by mutual consent. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems related to labor-management relations.
- (E) The Union shall be provided an opportunity to be represented at all formal discussions. A formal discussion is a meeting between a supervisor(s) or management official(s) and employee(s) or the Union concerning a grievance, a personnel policy or practice, or other working conditions affecting employees. The Union also has the right to be represented at any examination of an employee(s) by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation. The Union representative and employee shall be granted a reasonable amount of official time for performing duties under the provisions of 5 USC 7131(d) (2).

Section 2. Representation

- (A) The Union shall determine the number and location of stewards; however, the number shall not exceed the ratio of one steward for every 30 employees. The assigned area of responsibility of the steward shall be the same as his/her official duty station unless circumstances warrant otherwise. If the Union is unable to provide representation at each

duty station, representation will be allowed from another duty station. Upon request from either party, stewards and supervisors may informally discuss items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either party. The steward will be allocated reasonable time to investigate and present employee complaints during duty hours.

Section 3. Recognition

- (A) One day per year, to be agreed upon between the parties annually at the regional level, will be recognized by the Employer as Labor Relations Recognition Day. The Union may use EPA controlled space within the Sam Nunn AFC Building and in the lobby of the EPA building in Athens and other field offices to set up exhibits to publicize the contributions of organized labor, particularly NAGE, to society. Use of space will be subject to GSA buildings/facilities regulations and availability. All employees are encouraged to participate in Labor Recognition activities.

Section 4. General

- (A) As a fulltime Union representative, the Union president will select his/her work schedule as provided in Article 18, subject to the approval of the Assistant Regional Administrator of the Office of Policy and Management or designee. The Union president will occupy a work station in the office of NAGE Local R5-55.
- (B) A reasonable amount of official time shall be authorized for the Union to investigate, prepare, and present employee complaints and grievances to appropriate management officials. At the end of each pay period, Union officials will enter in the time card (electronic or manual) the number of total hours utilized for official Union business during that pay period.
- (C) The Employer agrees to allow sufficient official time including travel time for other Union officials to carry out their Union responsibilities (**Appendix A**). Official time is defined as time worked during regular working hours on Union activities (e.g., representation, advising employees, etc.). Official time is not authorized for internal Union activities/business.
- (D) The Union agrees that during the life of this Agreement it shall not initiate or participate in, and shall discourage employees from participating in any strikes, work stoppages, slowdowns, interruptions, delays of work of any nature, or any other concerted withholding of full services by employees in protest of matters or actions covered by this Agreement.
- (E) The Union official representing an Employee has the right to access and review that Employee Official Personnel File (OPF) and any other records pertaining to said

Employee, upon presentation by the Union representative of a completed Permission to Review Files form signed by the Employee being represented (**Appendix B**) authorizing such activity.

- (F) The Union has the right to exercise its rights assured by this Agreement without interference, restraint, or coercion.
- (G) Once a quarter and upon receiving a written request from the union, the employer agrees to furnish an updated Bargaining Unit (BU) List. The BU list must be in alphabetical order and contain the following information:
 1. Employee's name
 2. Grade, series, and title
 3. Bargaining unit designation (code)
 4. Duty location/station

ARTICLE 5 ADVERSE ACTIONS

Section 1. Definition

(A) An adverse action, for the purposes of this article, is defined as:

- (1) A removal
- (2) A suspension for more than 14 days
- (3) A reduction in grade
- (4) A reduction in pay
- (5) A furlough of 30 days or less

(B) This article does not apply to:

- (1) Adverse actions excluded by law in 5 CFR 752.401(b)
- (2) Adverse actions taken under reduction-in-force (RIF) procedures in accordance with statutory requirements
- (3) Adverse actions taken because of political activity and processed with adherence to statutory requirements
- (4) Adverse actions taken by the Office of Personnel Management
- (5) Involuntary retirement actions resulting from an employee conviction of certain offenses as enumerated in 5 USC 8312
- (6) Termination of an employee upon expiration of an appointment
- (7) Placing an employee serving on an intermittent, part-time, or seasonal basis in a nonwork, nonpay status in accordance with conditions of employment established at the time of appointment
- (8) Demotion of an employee to return to his/her regular position or one as good or better upon termination of a temporary promotion which has not exceeded five years
- (9) Adverse actions which give the Employer no choice, including actions taken in response to an employee voluntary request (e.g., resignations, optional retirement, disability, military separation, and voluntary reduction in grade or pay)

- (10) Separation of an employee while serving a probationary or trial period

Section 2. Employer Considerations

- (A) Under regulations prescribed by the Office of Personnel Management, the Employer may take an action covered by this article against an employee only for just cause and to promote the efficiency of the Agency.
- (B) In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The following factors, included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness:
 - (1) The nature and seriousness of the offense and its relation to the employee duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, was committed maliciously or for gain, or was frequently repeated
 - (2) The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public, and prominence of the position
 - (3) The employee's past disciplinary record
 - (4) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability
 - (5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties
 - (6) Consistency of the penalty with those imposed upon other employees for the same or similar offenses
 - (7) The notoriety of the offense or its impact upon the reputation of the Agency
 - (8) 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
 - (9) Potential for the employee's rehabilitation
 - (10) 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

- (11) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others

Section 3. Employee Rights

- (A) An employee against whom an adverse action is proposed is entitled to:
 - (1) At least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed actions.
 - (2) A reasonable time, but not less than 21 calendar days to answer in writing and, if the employee desires, orally, and to furnish affidavits and other documentary evidence in support of the answer
 - (3) Be represented by an attorney or other representative.
 - (4) Deciding Officials will issue a decision as soon as practicable after the advance notice period outlined in A-1 above. The Deciding Official will provide updates to the Union (if elected to represent the employee during the adverse action process) or the employee concerning the status of the decision every 30 days after the advance notice period until a final decision is issued.
- (B) An employee against whom an action is taken under this article is entitled to appeal to the Merit Systems Protection Board (MSPB).

Section 4. General

- (A) Employees will be given two copies of a Notice of Proposed Action, with the second copy denoted "Union copy if you so desire."

ARTICLE 6

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Policy

- (A) This Article constitutes the sole and exclusive procedure for the resolution of grievances under the terms and conditions of this Agreement.

Section 2. Purpose and Common Goal

- (A) The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.
- (B) A grievance is defined as a complaint (1) by any unit employee concerning any matter relating to the employment of the employee; (2) by the Union concerning any matter relating to employment of unit employees; or (3) by any unit employee, the Union, or the Employer concerning (a) the effect, interpretation, or a claim of breach of this Agreement, or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. The parties agree to approach grievances as a resolution process and will not withhold issues or evidence during the grievance process.
- (C) The expeditious settlement of grievances at the lowest possible level is in the best interest of government service. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision authorized to correct the problem. All time limits, at any step in this Article, may be extended by mutual consent of both parties involved.

Section 3. Coverage - Matters Excluded

- (A) The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this grievance and arbitration procedure:
- (1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 USC (relating to prohibited political activities)
 - (2) Retirement, life insurance, or health insurance
 - (3) A suspension or removal under Section 7532 of this Title (national security)
 - (4) Any examination, certification, or appointment
 - (5) The classification of any position

- (6) Non-selection for appointment or promotion from among properly ranked and certified candidates
- (7) The termination/separation of a term, temporary, probationary or trial period employee, except in cases of unlawful discrimination
- (8) The adoption or non-adoption of a suggestion or the receipt or non-receipt of an honorary or cash award in accordance with the awards and recognitions program.
- (9) Notices of proposed adverse/disciplinary actions are excluded from the procedure
- (10) Matters appealable to the Merit Systems Protection Board and Office of Special Counsel
- (11) EEO complaints

Section 4. Coverage - Matters Covered

- (A) The negotiated agreement procedure also applies to any matter of concern or dissatisfaction relating to the employment of an employee which is subject to the control of EPA-Region 4 management. This procedure shall apply to the following affected actions also having formal appellate procedures which may also be grieved through the negotiated grievance procedure but not both: 5 USC 7512, removals/suspensions for more than 14 days, and matters of discrimination (**Appendix C**).
- (B) Nothing in this article shall prevent bargaining unit employees from exercising their option in appealing discrimination matters/disciplinary and adverse actions through the Statutory Appeals Procedures, provided the bargaining unit employee has not filed a grievance on the matter in accordance with this Agreement. An employee will have exercised his/her option to raise a matter under an applicable procedure with initiation of Step 1 of the negotiated grievance procedure or contact with an EEO Counselor to initiate the informal step of the EEO complaint process. A matter may be raised under a statutory procedure or this procedure, but not both.

Section 5. Grievance Procedure

- (A) Step 1

The employee and/or his/her representative shall discuss the grievance and attempt to resolve the grievance with either the employee's immediate supervisor or with the immediate supervisor of the person whose actions are the cause of the grievance, whichever is appropriate. The grievance will be presented verbally. The employee or representative will state to the supervisor that this is Step 1 of the negotiated grievance procedure. The grievance must be initiated within 15 workdays of the act itself, becoming aware of the act, or having received notification of the act pertaining to the grievance. The supervisor must inform the grievant of his/her decision as soon as possible but within 10 workdays after it is presented by the grievant and/or representative. If the grievant is dissatisfied with the solution obtained during this step, he/she must

resort to the procedure described in Step 2.

(B) Step 2

If the matter is not satisfactorily resolved following the initial Step 1 discussion, the aggrieved bargaining unit employee and/or his/her representative, if any, may, within 10 workdays after receipt of the answer at the Step 1 stage, present the matter in writing to the appropriate Division Director. The written grievance shall be completed on the Grievance Form in **Appendix D**. The Division Director or his/her designee must inform the grievant and/or his/her representative of his/her decision as soon as possible but within 10 workdays after it is received from the grievant and/or his/her representative. A meeting will be held to discuss the grievance if requested by either party, or mutually agreed upon by both parties.

(C) Step 3

- (1) If the matter is not satisfactorily resolved at Step 2, the aggrieved bargaining unit employee and/or his/her representative, if any, may, within 10 workdays after receipt of the Step 2 decision, present his/her written grievance to the Regional Administrator, or his/her designee, for the third step. The Regional Administrator or his/her designee will render a decision or refer the grievance to a panel within 10 workdays. A meeting will be held to discuss the grievance, if requested by either party, or mutually agreed upon by both parties.
- (2) The panel will consist of three impartial persons. The panel shall be appointed as follows: One by management, one by the Union, and one mutually agreed upon between management and the Union. Within 30 days this panel shall make a written recommendation based upon impartial review of the facts of the grievance to the Regional Administrator and copy to the NAGE Local R5-55 chief steward. The Union and the Employer agree not to pursue arbitration if both sides agree to accept and implement the recommendations of the panel. If the grievance is not satisfactorily resolved by the panel, the Employer or the Union may pursue arbitration.
- (3) If the grievance is not satisfactorily resolved, the Union may refer the matter to mediation in accordance with the procedures set forth in Article 7, Mediation. Failure to submit the grievance to mediation or arbitration as described in Subsection C (4) below within 15 workdays after the date of the receipt of the response shall preclude both mediation and arbitration of the grievance under this Agreement.

- (4) If the Union elects mediation and the grievance is not satisfactorily resolved through mediation, the Union may then refer the matter to arbitration in accordance with the procedures set forth in Article 8, Arbitration. Failure to submit the grievance to arbitration within 15 workdays after the date of the receipt of the response shall preclude arbitration of the grievance under this Agreement.
- (5) Where any adverse action, management can consider staying further adverse action procedures if a new grievance is filed. If approved, the stay could preclude any further disciplinary action on the part of the Employer against the employee until the stay period elapsed. This stay could remain in effect until management completion of Step 3 of the negotiated grievance procedure for this grievance. Management will not consider a stay in cases involving the safety of employees and/or security issues.
- (6) When necessary, the Employer will provide the use of a government vehicle for one-day travel in the metropolitan Atlanta area and/or to and from EPA offices in Athens for the purpose of handling grievances.
- (7) A grievance filed at Step 2 of this negotiated grievance procedure shall be presented on the negotiated standard grievance form in **Appendix D**. It shall be signed by the grievant, dated, and at a minimum shall contain the following information:
 - (1) Date filed
 - (2) Name(s) of the grievant(s)
 - (3) Name of the Union representative, if any
 - (4) Specific article(s) of the Agreement or the laws, rules, or regulations which are alleged to have been violated
 - (5) Issues and facts of the grievance
 - (6) Remedy desired
 - (7) Signature of the grievant
- (8) Where the grievant has designated NAGE Local R5-55 as a representative, all communication with regard to the grievance shall be made to both Local R5-55 and the grievant.

Section 6. Procedure Modification

- (A) The time limits delineated in this Article may be extended at any step by mutual written consent of all the parties involved.
- (B) The parties at any step may mutually agree in writing to waive that step of this procedure.

- (C) Failure on the part of an aggrieved employee to prosecute his/her grievance within the stated time period at any step of this procedure will have the effect of nullifying the grievance.
- (D) Failure on the part of the Union to prosecute a grievance, filed in its own behalf, or through its affiliates, within the stated time periods at any step of this procedure will have the effect of nullifying the grievance.
- (E) Failure on the part of the Employer to meet any of the time requirements of this procedure will permit the aggrieved employee or the Union to move to the next step.

ARTICLE 7 MEDIATION

Section 1. General

- (A) If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant or as representative of the employee grievant(s), or the Employer may refer the issue to mediation. The request to refer the issue to mediation must be in writing, signed by the Union president or the Regional Administrator, and submitted within 15 workdays following receipt of the decision by the aggrieved party.
- (B) The party desiring to submit the grievance to mediation shall request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as mediator. The request shall include a copy of the Negotiated Agreement.
- (C) The parties shall meet within five workdays after receipt by both parties of the list of mediators. If they cannot mutually agree upon one of the listed mediators, the Employer and the Union will each strike one name from the list of five mediators and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected mediator. The party to strike first will be determined by the toss of a coin.
- (D) The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the mediator.
- (E) In cases where a hearing is held and mediation costs are incurred, the mediator's fees and expenses shall be equally shared by both parties.
- (F) In any mediation where the parties settle the matter prior to a mediation hearing and there are fees being charged due to the cancellation of the hearing, both parties will equally share the cost of any such fees being charged.
- (G) In any mediation where the parties agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the mediator.

ARTICLE 8 ARBITRATION

Section 1. Procedure

- (A) If the decision on a grievance processed under the Negotiated Grievance Procedure is not satisfactory, the Union, either as grievant or as representative of the employee grievant(s), or the Employer may refer the issue to arbitration.
- (B) The request to refer an issue to arbitration must be in writing, signed by the Regional Administrator, or his/her designee, or the Union president, or his/her designee, and submitted to the Regional Administrator within 15 workdays following receipt of the decision by the aggrieved party.
- (C) The notice of request for arbitration must be given by either certified mail, FAX with proof of receipt, E-mail with proof of receipt, or by hand delivery. Notice of request for arbitration by certified mail shall be effective when mailed. Notice of request for arbitration delivered by hand shall be effective when received at the office of the Regional Administrator.
- (D) The party desiring to submit the grievance to arbitration shall request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrator. The request shall include a copy of the Negotiated Agreement. The parties shall meet within five days after receipt by both parties of the list of arbitrators. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike from the list of five arbitrators one name and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The party to strike first will be determined by the toss of a coin.
- (E) The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 2. Arbitration Process

- (A) The process to be utilized by the arbitrator may be one of the following:
 - (1) Stipulation of facts to the arbitrator - May be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
 - (2) Arbitrator inquiry - May be used when both parties agree that a formal hearing

would serve no useful purpose. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting work sites, taking statements, etc.).

- (3) Submission to arbitration hearing - Will be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- (B) Either party may request an inquiry or hearing.
- (C) The arbitration hearing will be held on the premises of the Employer during regular work hours of the basic work week as described in Article 18 of this Agreement. An employee of the unit covered by this Agreement serving as the representative to the grievant, the aggrieved employee, or an employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or leave. Rules of Conduct for such hearing will be mutually agreed to by the parties.
- (D) Issues and charges raised before the arbitrator shall only be those raised at the last step of the applicable grievance procedure. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, any supplemental agreement, or any other condition of employment properly before him/her. The arbitrator shall not supplement, enlarge, diminish, or alter the scope or meaning of this Agreement, any supplemental agreement, or any other condition of employment properly before him/her.
- (E) In all cases, unless the parties agree otherwise, the party requesting arbitration will make its presentation in the arbitration prior to that of the other party. Upon request, the party initiating arbitration will make available to the other party all evidence it intends to present in the arbitration no later than one week prior to the proceedings. This includes supplying a list of all proposed witnesses together with a summary of each witness testimony to the non-initiating party's representative. If the party requesting arbitration should attempt to introduce evidence, material, or testimony at the arbitration which has not been made available previously to the other party, the arbitrator will return the grievance to the immediately preceding step of the grievance procedure unless the parties agree to proceed. Prior to the arbitration hearing, the parties will attempt to stipulate the issue(s) to be arbitrated and any factual matters which would expedite the arbitration.
- (F) The arbitrator will be requested to render a written decision to the Employer and the Union as quickly as possible, but no later than 30 calendar days after the conclusion of the hearing, unless the parties agree otherwise.
- (G) When the parties so agree, they may request the arbitrator to render a decision at the close of the proceedings. Such oral decisions are not final and binding and have no

precedential value with regard to future grievances or arbitrations.

- (H) Either party may file an exception to the arbitrated award with the Federal Labor Relations Authority, under regulations prescribed by the Authority, within 30 calendar days of the date of the award. If no exception is filed, the award shall be final and binding on the parties and effected as soon as practicable.

Section 3. Arbitration Costs

- (A) The arbitrator's fees and expenses shall be borne by the losing party except that, in any decision not clearly favoring the position of one party over the other, the Union and the Employer will divide equally the expenses of arbitration. The arbitrator will retain jurisdiction over the case to determine the losing party or whether the fees should be equally divided. If the action is withdrawn up to and including the first meeting, the withdrawing party will bear seventy-five percent (75%) of the costs. Subsequent to this event, the withdrawing party will bear one hundred percent (100%) of the cost.

Section 4. Attorney's Fees

- (A) The Employer shall pay no more than fifty percent (50%) of reasonable attorney fees to employees represented by an attorney if the employee is the prevailing party and the arbitrator determines that payment of attorney fees is warranted in the interest of justice. In cases of a split decision, the arbitrator must outline the percentage of the case won by each party. The Employer shall be only responsible to pay up to fifty percent (50%) of the portion of the case won by the union. The Employer reserves the right to contest any item included in the attorney fees.
- (B) Upon issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. The employee or the Union may request attorney fees within 20 calendar days of the date the award is final and all appeals have been exhausted. Within 20 calendar days of receipt of the request, the Employer shall submit its response.

Section 5. Arbitrator's Award

- (A) The arbitrator's award, which shall be final and binding, shall be issued within 30 calendar days of receipt of the Employer response. The award shall contain a detailed explanation of why fees were granted as well as the hours and rates allowed.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. General

- (A) The Employer and the Union reaffirm their commitment to the principles of equal employment opportunity (EEO) and will promote and support a positive program which has as its objective the realization of that commitment. To that end, the parties hereby seek to reemphasize the critical role of Employer, employees, and the Union at the local level.
- (B) The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons to prohibit discrimination because of age, sex, race, religion, color, national origin, handicap, or sexual orientation and to promote the full realization of equal employment opportunity through a positive and continuing effort. The Employer and the Union agree to adhere to the principles of equal employment opportunity as outlined in the applicable Executive Orders and in Office of Personnel Management and EPA orders, regulations, and other publications.
- (C) The Union will support EEO activities by abiding by the principles of nondiscrimination in membership, by supporting the activities of the EEO Counselors, and by cooperating fully with the EEO investigators where they are performing their EEO duties. The Union will publicize its support of all EPA programs designed to eliminate discrimination in any form.
- (D) Nomination and selection of employees to participate in training and career development programs shall be made without regard to age, sex, race, religion, color, national origin, handicap, or sexual orientation.
- (E) Promotion nominations and selections shall be made without regard to age, sex, race, religion, color, national origin, marital status, handicap (except where there are physical requirements of the position), or sexual orientation.
- (F) Any racial or ethnic data collected or maintained by the Employer shall fully comply with all applicable Office of Personnel Management and Agency regulations and guidance.
- (G) All awards given by the Employer in recognition of outstanding achievements in the area of equal employment opportunity shall fully comply with applicable Office of Personnel Management and Agency regulations and guidance.
- (H) After a determination is made that discrimination has occurred, the Employer may take appropriate action against the culpable party(ies).

- (I) An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure may be accompanied by the representative of his/her choice, if he/she so desires. A Union representative may accompany, represent, and advise a complainant in the filing and processing of an EEO complaint at any stage of the complaint procedure if applicable, if complainant chooses such Union representation.
- (J) The Employer agrees to administer the Upward Mobility Program in a positive manner, for all employees GS-2 and above or wage grade equivalent, in accordance with the EPA agency-wide Upward Mobility Training Agreement and amendment approved by the Office of Personnel Management that is in effect during the duration of this Agreement. Any policy changes to the program shall be shared with the Union for appropriate impact and implementation negotiations.

Section 2. EEO Counselors

- (A) Each Regional Office shall have EEO Counselors. EEO Counselors are employees of the Office of Civil Rights or Region 4. Counselors may not be supervisors, managers, Union stewards or Union officers.
- (B) The Employer will post the names, phone numbers, and office location of all EEO Counselors on the LAN.

ARTICLE 10 MERIT PROMOTION

Section 1

The Parties agree that the purpose and intent of the provisions contained herein are to insure that merit promotion principles are applied in a consistent manner with equity to all bargaining unit employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, sexual preference, national origin, non-disqualifying physical or mental handicap, or age and shall be based solely on job-related criteria.

- A. It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the extent possible consistent with mission requirements, merit principles, and applicable laws and regulations.
- B. Applicants must meet time-in-grade and time-after competitive appointment requirements within thirty (30) days of the closing date of an announcement to be eligible for promotion consideration.

Section 2

A. Definitions: The following definitions are outlined in EPA, PMM 335-14 and apply to the Merit Promotion Procedures

- 1. Area of Consideration (Area of Publicity): The designated organizational and/or geographical area in which an intensive search is made for candidates in a specific promotion action. This is the area in which the announcement is publicized.
- 2. Best Qualified Candidates: Those eligible candidates who rank at the top when compared with the other candidates applying under the announcement and who are referred to the selecting official on a Merit Promotion Certificate.
- 3. Eligible/Qualified Candidates: Those who meet the minimum qualification standards and possess all appropriate selective placement factors for a particular position.
- 4. Selective Placement Factors: Knowledge, skills, abilities and other characteristics (KSA's) are in addition to OPM qualification standards used to determine basic Quality Ranking eligibility because they are necessary for satisfactory job performance.
- 5. Factors: Knowledge, skills, abilities, and characteristics that are issued to rank

eligible candidates.

6. Career promotion: Promotion without current competition when at an earlier stage an employee was selected from a competitive civil service (examining) register or under competitive promotion procedures for an assignment intended to prepare the employee for a higher grade level.
7. Position with Known promotion Potential: Position from which career promotions may be made because adequate competition was held at an earlier stage. These include among others career ladder positions; apprentice positions; trainee positions; understudy positions; positions filled at grade levels within the established career ladder, and upward mobility positions.
8. Selecting Official: The supervisor/manager who has authority to select an employee for assignment to a position. The selection process is a management prerogative involving the exercise of informed judgment. Each selecting official must be aware of equal opportunity principles.
9. Nepotism: Supervisors and public officials as defined in 5 USC 3110, are prohibited from participating in any portion of any selection process if a relative is under consideration. Neither supervisors nor public officials may advocate the selection of a relative. If a relative of the selecting officials is among the candidates certified for selection, he/she must disqualify himself/herself and the selection must be done by another supervisor/manager.

ARTICLE 11 CAREER LADDER

Section 1. Eligibility

- (A) It is the policy of the Agency to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.
- (B) Employees in designated career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The Training/Development Plan for Career Ladder Position and the Progress Review Checklist for Career Ladder Positions will be used (**Appendix E**). The supervisor will hold these discussions at each level of progression by the employee within the career ladder.
- (C) Career ladder promotions are not automatic and are subject to budget considerations and availability of work at the next higher level. The employee must meet the following criteria to be eligible:
 - (11) Time-in-grade requirement
 - (12) Last performance rating and current performance must be at fully successful level
 - (13) Demonstration of the ability to perform at the next higher grade level (e.g., have ability to work more independently, have the initiative to take on more complex duties, etc.)

In the event that work is not available at the next higher level, management will make a reasonable effort to find a position (at the same grade) within the same commuting area with identical career ladder progression. Employee must meet basic qualifications and time-in-grade requirements and possess any specialized skill and/or knowledge required by the position.

Section 2. Nonperformance

- (A) If the employee is not performing at an acceptable level and/or has not demonstrated the ability to perform at the next higher grade level, the supervisor and employee will develop a plan to assist the employee in advancing to the next grade. This plan will be completed at least 30 calendar days prior to the employee's eligibility date, will be signed by both the supervisor and the employee, and will allow for comments to be provided by both. The supervisor will provide constructive feedback, advise the employee of any developmental needs, and establish future performance expectations.

- (B) If the employee does not want to participate in preparing the plan or subsequent progress discussions, the applicable documents will be so signed by the supervisor and a copy given to the employee to demonstrate that the discussions(s) took place. Copies of these documents will be provided to the Human Resources Officer or his/her designee.

Section 3. Processing of Promotions

- (A) An employee in a career ladder who meets the criteria referenced in Section 1 of this Article will have his/her promotion processed in a timely manner. The supervisor is responsible for submitting the proper documents/paperwork to the Human Resources Officer or his/her designee.
- (B) The Employer will effectuate career ladder promotions in the first pay period following the employee eligibility date, which may not always coincide with the anniversary date of the employee.

ARTICLE 12 INCENTIVE AWARDS

Section 1. General

- (A) The Employer agrees to administer the incentive awards program for all teams, work groups, and individual employees on a fair and equitable basis in accordance with the Office of Personnel Management regulations and the EPA Awards Manual. The Employer and the Union will encourage all employees to make their best efforts in their daily work and to urge them to bring forward their ideas to improve the efficiency and economy of Agency operations.
- (B) Managers and supervisors shall support the Awards Program by appropriately making use of all of the different types of awards available for recognizing deserving teams, work groups, and individual employees.
- (C) Employees can recognize their peers with appropriate awards available for honoring fellow employees.
- (D) The Union may submit suggestions and recommendations for improvement of the Regional Incentive Awards Program.

Section 2. Recognition

- (A) A list of all award recipients along with the types of awards received will be published for each division on the LAN Daily News. This award recognition will be publicized during the first quarter of the new fiscal year.
- (B) Annually, upon request, the Employer will provide the Union a list of all awards presented to all teams, work groups, and all individual employees during the prior fiscal year, showing division/branch/section, name of team/work group/employee, bargaining unit status, type of award, and amount of award and short description of the justification.

Section 3. Award Budget

- (A) At the beginning of each appraisal period or as soon after the Budget Office has determined the amount and allocations of the awards budget, information concerning the amount and allocation of the award budget will be provided to the Union, if requested. The Union will also be provided an update of the expenditures of the awards budget after the end of the fiscal year, if requested.

ARTICLE 13

POSITION CLASSIFICATION/DESCRIPTION

Section 1. General

- (A) The Employer and the Union agree that maintaining an accurate position description is a highly technical activity and critical to the employee's morale and career. The Employer ensures that an employee's position description shall be prepared in a timely manner (i.e., at the time of, or within 90 days of, occupying the position) and administered according to all applicable rules and regulations. An employee is accountable for the performance of official duties as contained in his/her accurate position description and performance plan.
- (B) Position descriptions shall be written in accordance with the Office of Personnel Management and EPA regulations and/or Orders and should accurately reflect the actual duties that are performed by the employee. If requested and not prohibited by law, regulation or policy, the employer shall provide the union a list with completed risk designation for Region 4 positions.
- (C) An employee dissatisfied with the classification of his/her position should first discuss the classification with his/her supervisor. If the supervisor is unable to resolve the issue to the employee's satisfaction, the local servicing Human Resources Office official will explain the basis for the classification/job grading.
- (D) Bargaining unit employee(s) will be given ten business days advance notice of any desk audit or review that may affect the classification of the employee's position. If employees would like the union to represent them, the Union will be given advance notice, not less than ten business days of management-initiated audits (i.e., not in response to employee requests or dissatisfaction with current title, series or grade) of bargaining unit employees that may affect the classification of the employee's position. Prior to the Audit, the employee will be allowed to review the Employee Guide to Desk Audits to prepare for the audit. Employees may have access to this information in **Appendix F**, EPA HR Advisory 511-1 and **Appendix G**, EPA Order Classification #3150.2A3, or they may contact their local servicing Human Resources Office. If the desk audit results in proposed changes to the employee's position description, the employee will be notified prior to effecting the change. Additionally, the employee will be provided a copy of any written evaluation prepared by the Employer as a result of an audit or review.

Section 2 Classification Appeal

(A) A General Schedule employee who still believes his/her position is improperly classified may:

1. Request a desk audit at the local level (i.e. the servicing HR Office). This step must happen before selecting any other options provided in this section, since an Appeal is an appeal of the decision made at the local level. Within 45 days of completion of a desk audit, the subject employees shall receive desk audit results information and ratings if any, including signatures of approving officials.
2. File an appeal at the agency level to the Director, Office of Human Resources who is the Agency Appellate Authority; or if dissatisfied with the agency's decision, the employee may file a subsequent appeal with the Office of Personnel Management; or
3. File an appeal with the Office of Personnel Management through the agency; or file an appeal directly with the Office of Personnel Management.

ARTICLE 14

REDUCTION IN FORCE/FURLOUGH

Section 1. Guiding Principles

- (A) The Employer and the Union acknowledge the fact that many decisions regarding reduction in force (RIF) may be made at the EPA-Headquarters level. As such, the Employer and the Union agree that Region 4 will have to follow any directions or decisions made by EPA-Headquarters even if they conflict with the terms negotiated in this Article.
- (B) The Employer and the Union agree to be guided by certain principles. The ability of the Employer to carry out its mission is the single most important criterion in any decision. After accomplishment of the mission, the most important value is protecting the jobs of the permanent workforce within the constraints of any externally imposed requirements.
- (C) The Employer and the Union agree to continue their cooperative approach in dealing with the consequences of potential funding shortfalls which could result in either RIF or furlough actions. The Employer and the Union will maintain timely communications with each other and will provide each other with accurate information as necessary to make informed judgments during the RIF/furlough process.
- (D) This Article does not waive or limit any existing statutory rights of employees.
- (E) The decision to conduct either a furlough or RIF will be made by senior Agency management.
- (F) The Employer will provide the Union with the information on how it proposes to determine the length of time for furloughs or the number of employees to be RIF.
- (G) The Employer and the Union hereby agree that the RIF will be carried out in compliance with applicable law and government-wide regulations.
- (H) If expenditure reductions involve a personnel policy, practice or condition of employment, and are not covered by this Article, and are otherwise negotiable, the Union will provide the Employer with a complete proposal on the subject. If the Employer decides to adopt the suggestion, it can accept the proposal as presented and implement immediately, or advise the Union it wishes to begin negotiations.
- (I) An employee work schedule (part-time or full-time) will not be a determinant in RIF or furlough decisions except that part-time and full-time employees are in separate competitive levels and do not compete with each other.

Section 2. Furlough

- (A) Nothing in this Article is intended to convey the impression that the Union in any way sanctions a furlough or other actions having an adverse impact on employees, performance of Employer mission, or the public interest, all of which may result from funding shortfalls.
- (B) If applicable legislation and authorized spending levels permit, employees will be retroactively paid for any time they are furloughed as a result of a government-wide shutdown.
- (C) The Employer will continue to provide the full Employer contribution to health benefits under the Federal Employees Health Benefit Program for employees affected by furloughs in accordance with law and regulation.
- (D) In the event of a planned continuous furlough of over 30 calendar days or a RIF involving permanent career employees, the Employer and the Union will work together to assist affected employees in obtaining other employment. That assistance should include such things as:
 - (1) Permitting employees reasonable amounts of excused absence to contact federal job placement officials and private employment agencies.
 - (2) Inviting other organizations to do on-site employment interviews at the Appropriate EPA facility.
 - (3) Allowing the reasonable use of Employer facilities in connecting with group or Individual waiver requests involving outside employment.
 - (4) Expeditious processing of individual waiver requests involving employment outside the Agency.
- (E) Employees will not be held responsible for work requirements they were unable to meet through no fault of their own as a direct consequence of being furloughed. If an employee or supervisor has a concern regarding the successful performance of a work requirement because of a furlough, each should raise the matter as soon as possible after the furlough to avoid problems at a later date.
- (F) Employees on an alternate work schedule (i.e., compressed or flexible compressed work schedule) will not be advantaged or disadvantaged as a result of their work schedules.

- (G) The following shall apply in the event of a continuous furlough of more than one pay period or a discontinuous furlough equivalent to at least one day per pay period for the rest of the fiscal year:
- (1) The Employer agrees to work with interested employees in making changes to their payroll allotments and/or withholdings for tax purposes in order to minimize the impact of a furlough on their income. Such changes will be in accordance with the applicable regulations and program requirements. Normally, the employee will realize the effect of the change(s) on the second paycheck after filing the change(s) with the Employer. It is understood that the same staff involved in administering the furlough - and who may also be furloughed - are those responsible for making such changes, which may result in processing delays.
 - (2) Upon request, the Employer will provide an employee with a statement to give to creditors explaining that the employee has been furloughed through no fault of his/her own and that the furlough necessarily results in a reduction of pay.
 - (3) Employees may receive budget and financial counseling through Employer-sponsored programs while in a duty status.
- (H) Furlough notices will be either delivered by hand or by a form of delivery where receipt is requested. When an employee refuses to accept delivery or to acknowledge receipt, the notice period begins on the date of attempted delivery. When the employee is unavailable to accept delivery, the notice period will begin on the date of the second delivery notice.
- (I) The Employer and the Union acknowledge that furloughs and RIFs will lead to an increased need for Union representation activities. With that in mind, the parties agree that a reasonable amount of additional official time will be made available for representational activities.
- (J) The Employer will take into account the effects of scheduling a continuous furlough to include a federal legal holiday when it decides to implement a continuous furlough. Before reaching a final decision to furlough over a legal holiday, the Employer will explain the situation with the Union and solicit its views. If the Employer decides to move forward with such a furlough, it will afford the Union the opportunity to bargain over the impact of furloughing over the holiday(s). If such a situation occurs, the Employer and the Union recognize the urgency involved and agree to move as expeditiously as possible.
- (K) Employees who lose annual leave as a result of being furloughed may apply for restoration in accordance with Agency policy and government-wide regulations.
- (L) When a discontinuous furlough is used, the employee and the supervisor will work out

the exact timing, taking into account the need to maintain Agency operations and effectively accomplish the mission of EPA. The employee must complete the entire furlough within the required time period.

- (M) Part-time employees will be furloughed in proportion to the work schedule of a full-time employee.

Section 3. Reduction in Force (RIF)

- (A) Upon request, an affected employee (or his/her representative) who has received a specific notice of RIF, will be given the opportunity to review all necessary records pertaining to the RIF action, including regulations or law pertaining to RIF.
- (B) The competitive levels of the Agency will remain in effect when the RIF are announced.
- (C) Competitive levels are defined as all positions in the competitive area which are in the same grade or occupational level and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the Agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption.
- (D) The Union could negotiate (see E below) the methodology of how the Employer will conduct a RIF (e.g., a “speed” RIF, a variation of the “speed” RIF, or a more specific position orientation).
- (E) Within five work days of receipt by the Union of the Employer decision to move forward with a RIF and its preferred methodology, the Employer and the Union will begin impact & implementation negotiations on the methodology to be used. If no agreement is reached in three days, the negotiations will be assisted by a mediator. If no agreement is reached after two days with mediation assistance, either party may request Impasses Panel jurisdiction. If no party request Impasses Panel jurisdiction within five work days, the “**last best offer**” of the Employer will be adopted.
- (F) Service credit for employees who do not have three actual annual performance ratings of record received during the previous four-year period will be determined in accordance with 5 CFR 351.504(c).
- (G) The Employer will provide assistance in finding new employment to permanent career employees in both the Excepted and Competitive Services, who have been released from employment with the Employer because of RIF, in accordance with applicable regulations and program requirements.
- (H) Permanent career employees who are released from employment as a result of a RIF will

receive priority consideration for a period of one year for any vacancies in Region 4 for which they apply and the Employer solicits external candidates. Priority consideration means being referred to the selecting official before any external applicants. These considerations extend only to positions at a level equal to or lower than the one from which the employee was released and for which the employee is qualified. In consideration of this opportunity, no relocation expenses will be paid if the individual is selected.

- (I) If a qualified individual with such priority consideration applies for a vacancy as described above and the vacancy is cancelled, the individual will be notified in writing of any decision to re-advertise the vacancy within one year of the cancellation and will have priority consideration. Where a priority consideration applicant is non-selected, the reason(s) will be provided upon request to the applicant within ten workdays of such request. Agency vacancies will be maintained and available for review by the Union in the Human Resources Management Branch.
- (J) The offer of a position at a level equal to that from which the employee was released terminates the individual's priority consideration status.
- (K) The Employer shall not fill vacant positions in anticipation of or during a RIF unless senior Agency management grants a specific exception. This selection does not preclude the filling of vacancies as a result of employment dispute settlements or redistribution of existing staff to avoid displacement.

ARTICLE 15 SAFETY AND HEALTH

Section 1. Safety Program

- (A) EPA-Region 4 will provide and maintain a safety program which assures healthful and safe working conditions for all employees. An occupational health and safety program will be maintained that meets the requirements of Section 19(a) of the Occupational Safety and Health Act of 1970, Executive Order 12223 dated June 30, 1980, and the EPA-Headquarters Occupational Health and Safety Manual.
- (B) The Employer agrees to support the Regional Safety Committee in the Sam Nunn Atlanta Federal Center Building (AFC) in Atlanta, the EPA building in Athens, and other Region 4 satellite offices. When the need arises, the Regional Safety Committee, which consists of mutually agreed upon members, shall be convened to explore and discuss health and safety problems and provide recommendations to the Regional Administrator. When necessary, the Regional Safety Committee shall determine whether, when and where air monitoring is needed and initiate action for such monitoring to occur. The results of all monitoring will be provided to the Union within 15 days following receipt.
- (C) The Employer and the Union agree to work together to implement the following goals:
 - (1) Control of pollutants generated and/or accumulated within all EPA-occupied space within the Atlanta, Athens, and satellite office facilities.
 - (2) Maintenance of open communications between employees and management on occupational health-related concerns.
- (D) The Employer shall take appropriate action with the General Services Administration, the lesser, and/or building maintenance contractors, as appropriate, to assure that they meet their obligations to maintain work spaces, toilets, washrooms, and other areas, including common areas such as stairwells, elevators, and floors in the main lobby and the elevator lobbies on each floor, in a safe and sanitary condition, and to maintain lighting, heating, ventilation, and air conditioning at established standards. Where the immediate correction of health or safety problems is not possible, the Employer shall provide immediate notification of the problem to the Union and the employees.
- (E) When an employee has been moved to a different area because of health reasons documented by a health care provider, he/she shall not be returned to the previous duty station until conditions are corrected or the employee is released from care.

Section 2. Injuries/Illnesses

- (A) Employees must immediately report all injuries or illnesses which occur on the job, no matter how slight.
- (B) The Employer will process and promptly forward to the Office of Workers Compensation (OWCP), employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and files a worker's compensation claim.
- (C) Employees who are temporarily unable to perform their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to work assignments compatible to their physical condition, if possible, or their regularly assigned duties may be temporarily tailored to the physical limitations.
- (D) When an employee is physically unable to perform his/her duties, suitable work cannot be found, and the employee is unwilling to voluntarily report for a medical examination, the employee shall be informed in the presence of his/her Union representative, if one is desired, that he/she is being directed to have a fitness-for-duty examination, but the employee may be examined by a qualified physician chosen by the employee.
- (E) The Employer agrees, as soon as practicable after official notification to the nearest of kin, the Union shall be notified of serious on-the-job illness, injury, or death of an employee so the Union may extend Union benefits to which the employee and/or his/her family may be entitled.

Section 3. Safety and Health Committee

- (A) A Regional Safety Committee will be maintained as required by Chapter 5 of the Occupational Health and Safety Manual. The committee, which will meet at least once a quarter or as necessary as agreed upon by the parties, shall be composed of at least one representative from each EPA division/office and the Union.
- (B) Safety violations brought to the attention of the Safety Officer or the Regional Safety Committee or identified in the Safety Officer Inspection Report will be corrected within 30 days if it is within the ability of EPA to correct. In the event that EPA management cannot correct the problem without obtaining assistance or must work through other administrative authorities (e.g., EPA-HQ, GSA, contractors, etc.), the Union will be provided status reports every 30 days until the problem is resolved.

Section 4. General

- (A) The Union will be afforded the opportunity to accompany the EPA Safety Officer or other

EPA safety and health officials on any official safety inspection of all Agency work sites as an observer.

- (B) The Union will be allowed access, during work hours, to any part of the building occupied by unit employees to ascertain if a safety violation exists or if an existing violation has been corrected. The Union will be allowed access to EPA space not occupied by unit employees when accompanied by a management representative. Arrangements for access to space not occupied by unit employees, for the purposes outlined above, must be coordinated with the Labor Relations Officer or Human Resources Officer.
- (C) EPA Region 4, maintain a yearly contract with the U.S. Department of Health and Human Services, Federal Occupational Health Clinic, to provide services required by the medical monitoring program. The Federal Occupational Health Clinic also provides temporary medical service/treatment for EPA Region 4 employees and no cost preventive health maintenance services. Bargaining unit employees may use available health services during official duty hours provided such use is approved in advanced by the appropriate management official.
- (D) An employee who becomes ill or sick, or needs emergency medical treatment (not to include on-the-job-injury – see *Leave Manual Chapter 9* or *Office of Human Resources Leave Handbook, Chapter 7*) during working hours may be excused by the appropriate management official for up to one hour to visit the Health Clinic. It is the employee's responsibility to obtain approval before leaving his/her work location unless she/he is unable to do so due to the nature of his/her sickness or illness. An Employee who returns to duty (work station) within one hour or less will not be charged leave. Should a determination be made by the health unit personnel or the employee that additional care will require the employee to leave the workplace; the employee will be charged the appropriate leave category. However, if the medical visit and service takes more than the allotted hour, the employee will be charged sick, annual or other appropriate leave. The employee is responsible for notifying the supervisor or designee immediately that he/she will not be returning to work so that he/she may be charged the appropriate leave category.
- (E) Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and updated training regarding occupational health and safety to assure employee safety and a minimum loss of man-hours due to preventable injuries. The Employer should establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their job. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures, in regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

ARTICLE 16 TRAINING

- (A) The Employer shall administer training activities in accordance with the EPA Learning and Development Institute which establishes Agency policy and requirements for the general management of all training of EPA employees authorized by 5 USC 41. This includes identifying employee training needs, establishing and scheduling appropriate training and development activities, and evaluating such activities which supplement the standards and implement the requirements contained in Chapter 410 of the Federal Personnel Manual.
- (B) The training policy for Region 4 is as follows:
 - (1) Provide training opportunities for all employees consistent with the needs and objectives of the Agency and available manpower and financial resources.
 - (2) Approve training considered essential to meet the needs of current or projected Agency programs.
- (C) When an employee has completed approved training funded by the Agency. The employee is responsible for furnishing proof of self-development training to the Training Officer.
- (D) Attendance at previously approved and scheduled training shall not be delayed or canceled by the Employer unless such cancellation is required because of work load requirements. Reasons for such cancellation will be explained to the employee, and notification will be made to the Training Officer. Comparable training shall be rescheduled as soon as possible. An employee whose training was canceled because of work load requirements will be scheduled to attend the next training course or comparable training course as soon as possible.
- (E) In determining training needs, employees will develop an Individual Development Plan (IDP) with their supervisors during the annual performance appraisal meeting each year. This IDP will be followed throughout the year when scheduling training and allocating training resources for employees. The IDP can be modified at any time during the year based on changes in mission requirements. Employee development will be provided in accordance with any regional initiatives under the Learning and Development Institute, the Workplace Development Program, and any applicable training regulations/policies.
- (F) The Employer shall maintain information on and furnish counseling and guidance on suitable educational resources and will make available to employees a current listing of courses. The Employer and the Union will encourage employees to take advantage of suitable self-development opportunities in accordance with any regional initiatives under

the Learning and Development Institute Program and applicable training regulations.

- (G) Training courses shall be accessible to employees in accordance with paragraphs A and B of this Article. Some training is designed for employees in specific fields or occupations, and some training is designed to be beneficial to all employees, regardless of specific field or occupation. Employees shall have access to training courses that support the career goals identified in their Individual Development Plans subject to workload requirements and financial resources/budget considerations.

ARTICLE 17
LABOR-MANAGEMENT RELATIONS TRAINING/MEETINGS

- (A) The Union is authorized a reasonable amount of official time for the purpose of receiving information, briefings, training, or orientation on matters within the scope of the Federal Labor-Management Relations program. Advance written notification of the scheduling of this official time will be provided to the appropriate supervisors and the Labor Relations Officer. The Union will provide the notification at least 10 work days before the scheduled date.
- (B) The Union will be afforded the right to attend any FLRA sponsored training offered to any EPA supervisor concerning Labor-Management Relations.
- (C) The Employer agrees to assist the Union in the development of educational sessions that both the Union and management determines is needed (i.e. lunch and learn sessions) to educate employee and/or improve the labor-management relationship. The Union and Labor Relations Officer should meet at least two times per FY to plan educational activities/sessions.
- (D) Union members working at the Science and Ecosystem Support Division in Athens are authorized official time to attend Union meetings and training in Atlanta and to use GSA/government vehicles for travel to such meetings and training. Union members working in Region 4 satellite offices will be allowed official time to participate in Union meetings via conference calls.
- (E) The Union is authorized official time, including travel time and the use of EPA travel funds, for reasonable travel costs incurred for attending EPA-sponsored meetings and/or training when the travel is requested and desired by the Employer. Travel costs include all transportation expenses, lodging costs, per diem allowance, and all normally approved incidental costs. This paragraph applies only to those instances where the Employer requests Union participation in such events as National Partnership Council meetings.
- (F) Quarterly meeting with the Employer on Labor Relations Issues.

ARTICLE 18 HOURS OF WORK

Section 1. Basic and Alternate Work Schedules

The Parties recognize that the use of alternate work schedules (AWSs) has the potential to improve productivity and morale and provide greater service to the public. The Regional Work Schedule policy reflects the recognition that EPA-Region 4 employees have different personal and professional responsibilities which result in the need for differing work schedules and attempts to accommodate these varied needs. Accordingly, it is the policy of Region 4 to institute work schedules specified in Regional Order R3160.1E (see **Appendix H** and the LAN Daily News).

ARTICLE 19
OVERTIME/COMPENSATION TIME

- (A) When the Employer determines that overtime is required, employees normally assigned to the duties during the standard work hours will perform the overtime work. If an employee does not desire to work overtime and another qualified employee is available and willing, the Employer shall consider whether the substitution is acceptable and may excuse the employee if appropriate. An employee shall not be required to work overtime under unsafe working conditions as determined by the Safety Officer.

- (B) Compensation for overtime worked will be in accordance with Title 5 of the U.S. Code and the Fair Labor Standards Act.

ARTICLE 20 LEAVE

Section 1. Adverse Weather and Emergency Conditions

- (A) When the facility is officially closed or must delay opening because of emergency or bad weather conditions, the Employer agrees to approve leave in accordance with applicable EPA guidelines and the terms of this Negotiated Agreement. Employees should check the public media (i.e., radio, television, phone) to determine if a decision is made prior to the beginning of the work day to close all or part of the day.
- (B) Office closure:
- (1) If the decision to close the office occurs during a working day, administrative leave will be allowed except for those employees on LWOP, military leave, non-pay status, or performing critical/emergency functions. Employees in a duty status who leave work before the dismissal is announced or before the time is set for dismissal will be charged leave for the remainder of the work day. Credit hours cannot be earned during office closure.
 - (2) If the decision to close the office occurs before the beginning of the work day, employees will be excused for the period of the closure except those employees on LWOP, military leave, non-pay status, or performing critical/emergency functions.
- (C) Delayed Opening:

When hazardous weather results in a delayed opening, employees who do not report to work will be charged leave. Employees on flexible work schedules with credit hours will be charged leave based on the office business hours (8:00 a.m. - 5:00 p.m.). Employees can be granted administrative leave at the discretion of the supervisor (leave approving official).

Section 2. General

- (A) The Employer agrees that the use of approved annual/sick leave may not necessarily affect performance evaluation ratings. The Employer agrees to take into account any approved absences due to catastrophic events in determining these ratings.

ARTICLE 21

CONTRACTING OUT OF WORK

Section 1:

- (A) The Employer agrees to notify and consult with the Union regarding any anticipated review of a function for contracting out that affects bargaining unit positions, as required or allowed by Law, rule or regulation, OMB Circular A-76 and its Supplement, and this Agreement. This notification to the Union does not include a function that currently is not being performed by bargaining unit employees.
- (B) Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union for comments. The Union shall be given the opportunity to review the document and submit comments before final receipt of offers from the private sector. Private sector offers shall comment as provided by the Federal Acquisition Regulations.

Section 2:

- (A) The Agency agrees to minimize the need to separate employees by a contracting out decision. It will use attrition and restrict new hires to the maximum extent possible, in the event of a RIF and will place the affected employees in positions consistent with OPM regulations.

Section 3:

- (A) In the event, the Agency determines to conduct a cost analysis study pursuant to OMB Circular A-76, during the course of the study, it will hold monthly meetings with affected bargaining unit employees for the purpose of providing information. The Union will be given an opportunity to participate in such briefings. The parties can mutually agree to postpone or cancel any meeting. If there is no information to provide, the Agency will advise the employees and the Union via electronic mail and the meeting may be postpone or cancelled.

Section 4:

- (A) The Employer and the Union recognize the right of first refusal required by OMB circular A-76 and its Supplement. Declining to exercise the right of first refusal due to displacement from contracting out shall not be deemed to be a waiver in any appeal or grievance right a bargaining unit employee might have under applicable law, regulation, and this Agreement.

Section 5:

- (A) The Agency and the Union will cooperate and communicate to the maximum extent possible.

Section 6:

During the contract performance period, the Union is encouraged to bring known contract deficiencies to the appropriate contract administrator or designee attention.

- (A) The Union shall be advised prior to contracting out of work when contracting would result in any adverse personnel actions for employees. The Union shall have an opportunity, at the time of notification, to bargain over impact and implementation concerning adverse personnel actions for employees resulting from contracting out.
- (B) The Employer shall attempt to minimize the impact on employees when a function is contracted out.
- (C) The Union shall be afforded the right to review any A76 contract to ascertain if all contracting regulations are being adhered to.
- (D) The Union shall be involved in all phases of A76 studies to the extent permitted by law or regulation.

ARTICLE 22

OFFICIAL FACILITIES AND SERVICES

Section 1. Media and Information Publication

- (A) The Employer agrees that the Union may use (1) the internal mail service for the distribution of hard copies of NAGE Local R5-55 newsletters, (2) the Lotus Notes e-mail system for messages to Union and bargaining unit members, and (3) the EPA-Region 4 Intranet for announcement of general news and activities.

- (B) One Union-controlled bulletin board will be provided for the posting of notices and Union literature on the 10th floor outside the Union office in the Atlanta Federal Center (AFC) in Atlanta, in the new facility in Athens, and in Region 4 satellite offices as needed. In addition, the Union will be provided a reasonable amount of space subject to availability on the Agency bulletin boards located in the elevator lobbies of each EPA floor in the AFC. The Employer, however, assumes no responsibility for the maintenance or protection of the material posted. Material posted shall comply with the criteria specified in Chapter 4 of the EPA Labor-Management Relations Manual.

Section 2. Union Facilities

- (A) In order to facilitate and to expedite the Labor-Management Relations Program and to protect the privacy of the employee and to prevent reprisals against the employee, the Employer agrees to provide the Union with the following at both the Atlanta and Athens locations, and at other satellite offices on an as-needed basis:
 - (1) Secured work station with walls, the location to be designated by the Employer, and commensurate with existing facilities in the Atlanta office. One office with locking door, to be designated by the Employer, will be provided at the new building in Athens and at other satellite offices on an as-needed basis.
 - (2) Furniture necessary to carry out Union functions commensurate with existing furniture one locking file cabinet for the Athens office and for the other satellite offices on an as-needed basis.
 - (3) Telephonic and communication equipment necessary to carry out Union functions (e.g., fax machine, telephones with voice mail and conference call capability and FTS access, and one shredder.)
 - (4) One copy machine, or access to a copy machine, capable of meeting Union needs in both the Atlanta and Athens offices, and at the other satellite offices on an as needed basis.

Section 3. Services

- (A) Computer capability comparable with Region 4 equipment and software needed to carry out Union functions with e-mail and Internet with LAN access capability and with each computer hooked up to a printer. All desktop computers should have up-to-date computer software commonly used in Region 4.

- (B) Access to a GSA/GOV vehicle for travel to meeting/training sites and to and from Science and Ecosystem Support Division (SESD) locations in Athens, and other offices on an as needed basis NTE one day, for the purpose of attending training or meetings and/or representational activity. If a travel authorization is required, it will be signed by the Assistant Regional Administrator in the AFC, Deputy Director in the SESD, or the Director of the appropriate office.

ARTICLE 23 OFFICIAL TIME

Section 1. Union Representatives

- (A) Bargaining unit employees expressly designated by the Union shall be allowed reasonable amounts of official time as Union representatives in accordance with applicable law, rules, and regulations. All official time will be used when an employee would otherwise be in a duty status.
- (B) The Union will provide to the Employer a list of Union officials once a year, immediately following Union elections, and whenever changes or modifications are made. This information will be provided to the Chief, Human Resources Management Branch.
- (C) Advance notice must be given to the immediate supervisor before a Union official may leave the assigned work site for the purposes described above. The Union official will inform the immediate supervisor of the reason and nature of the matter requiring the absence, the location of this meeting, and the expected duration of the absence. The Union official will be released as soon as his/her services can be spared. If the immediate supervisor is not available, the Union official will notify the next available level of supervision. In all cases, the Union official will report promptly to the immediate supervisor upon return. In the event the Union official is unable to provide advance notification to the appropriate supervisors, the Union official will use the form listed as **Appendix A** to notify the supervisor as to where he/she can be reached. All Union officials must reflect the official time used for union purposes in People Plus.
- (D) Union representatives will not use official time for internal union business including solicitation for membership and/or collection of dues.
- (E) Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement, or any employee represented by an exclusive representative, shall be granted official time in any amount the Agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest (5 USC 7131(d)(2)).

Section 2. Employees

- (A) An employee, who desires to use official time under this article in a matter properly included in the terms of this Agreement, shall be authorized a reasonable amount of time to pursue a complaint or grievance. An employee who wishes to use official time will obtain approval from his/her supervisor. If the employee desires to leave the worksite, the employee will inform the supervisor of the name of the Union official, the location of

the meeting, and the anticipated duration of the absence. If workload requirements prevent the employee from meeting the Union representative, the supervisor, employee, and Union representative shall schedule a mutually agreeable time for the employee and Union to meet. Normally, no more than one workday shall elapse, except in emergency situations, that an employee should be detained due to workload exigencies. In the event the immediate supervisor is not available, the employee shall contact the next available level of supervision. The employee will report promptly to the immediate supervisor upon completion of the meeting. If the supervisor is not available upon the employee return, the employee will leave a note on his/her desk. In the event the employee is unable to obtain approval from appropriate supervisors, the employee will use the form listed as **Appendix A** to notify the supervisor as to where he/she can be reached.

Section 3. Fulltime Union Service

- (A) The Employer agrees that the Union president will serve in a fulltime capacity during his/her time in office. The individual will return to his/her former position, or position of similar duties and grade, when his/her tenure as fulltime Union president ends. In the event of a reduction in force (RIF) or eligibility for a within-grade increase, the Employer guarantees credit as if the Union president had received a pass (fully successful) or equivalent performance evaluation while on fulltime Union service. When the Union president returns to his/her former position, the Employer guarantees to provide any training and time necessary to allow successful performance in the assigned position. If possible, the Employer will also return the individual to his/her previous work station to the same position.
- (B) In respect to (A) above, management and the union agree to a two-year pilot program in which the Union President will serve half-time (see **Appendix J**). This pilot will be evaluated in one year increments not to exceed two years. At the end of the two-year pilot, management and the union will evaluate the use of official time for the Union President under this section and determine the feasibility of remaining half-time. This section does not delete a fulltime union President as stated above simply suspend the above provision until the end of the pilot program. This pilot program will begin 60 days after the final approval of this contract and will be effect for two years from after the date of approval.

Section 4. Reporting

- (A) At the end of each pay period, the Union President and officials will submit a report of his/her use of official time in PeoplePlus. When a complete report cannot be submitted when due, the Union representative will submit one as soon as possible, but no later than two weeks (one pay period) following the date due.

ARTICLE 24 SECURITY

- (A) The Employer and the Union agree to work together to implement appropriate security measures throughout the Agency to help protect all EPA employees. EPA-Region 4 will be governed by AFC and/or Regional security rules/policies.

- (B) In recognition of the fact that theft of personal belongings and other security-related problems have occurred in the past, the Employer shall notify employees and the Union when a security problem exists. The Employer shall give consideration to implementing Union suggestions on the best way to deal with such security-related problems.

- (C) The Union shall be notified of any security violations or incidents involving personal property or safety of EPA bargaining unit employees within 48 hours following the occurrence of such violations/incidents if does not violate employee's privacy.

ARTICLE 25

EMPLOYEE ASSISTANCE PROGRAM

Section 1. General

- (A) The Employer and the Union recognize the importance of an Employee Assistance Program (EAP) for employees whose job performance and/or conduct is affected by alcoholism, drug abuse, mental/emotional illness, or other personal problems. The Employer shall conduct an EAP in accordance with laws, regulations, and Agency policies. Employee participation in the program shall be voluntary.

Section 2. EAP Guidelines

- (A) Employees will be referred to EAP services if they so request.
- (B) When the Employer has good reason or reasonable cause to believe criminal conduct is directed toward or potentially harmful to the person or the property of others, the first obligation of management is to those persons or properties, rather than to the employee involved.
- (B) Employees who suspect they may have an alcoholism or drug abuse problem, even in the early stages, are encouraged to voluntarily seek counseling and information on an entirely confidential basis by contacting EAP counselors.
- (C) The confidential nature of medical/counseling records of employees with alcohol and/or drug problems will be preserved in the same manner as all other medical records and in accordance with established laws, regulations, and policies.
- (D) No employee will have his/her job or promotion opportunities jeopardized by his/her request for counseling or referral for assistance except as limited by law, regulations, and policies relating to sensitive positions and/or drug testing designated positions.
- (E) The right of the employee for privacy and confidentiality will be respected and protected by the supervisor.

Section 3. Role of Health Unit

- (A) If qualified personnel and equipment are available, the Health Unit will provide emergency diagnosis and first treatment of injury or illness that may become necessary during working hours.

ARTICLE 26
ORIENTATION OF NEW EMPLOYEES

- (A) The Union shall be notified in a timely manner concerning any scheduled orientation sessions for bargaining unit employees and shall be afforded the opportunity to have Union officials present and introduced at each session.
- (B) The Union will also be scheduled on the agenda during the first half of the orientation program and will be allowed a maximum of 15 minutes to talk to bargaining unit employees. The information presented will not be related to recruitment.
- (C) Employer shall furnish a copy of the current Agreement, with an attached cover sheet provided by the Union, to all new bargaining unit employees when they are processed for employment. If, through an oversight of the Employer, a new employee does not receive a copy of the Agreement, neither the employee nor the Union may grieve. In the event an oversight does occur, the Employer shall expeditiously forward a copy of the Agreement to the affected employee with a memorandum of explanation.

ARTICLE 27

TRANSFER OF FUNCTION

Section 1. Transfer of Function

- (A) Transfer of function (TOF) is a management right. TOF means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
- (B) To be considered a TOF under these provisions, the operation of function must cease in one local commuting area and must be carried on in an identifiable form in another area where it had not previously been performed.

Section 2. Notification

- (A) The Employer will officially notify the Union in writing when it is determined that a transfer of function is necessary and provide an opportunity for impact and implementation bargaining.

ARTICLE 28 REORGANIZATION

- (A) The decision to conduct a reorganization is a management right. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

- (B) Management and/or the Human Resources Officer or the Labor Relation Officer will notify the Union of proposed reorganization in order to exchange preliminary information, obtain input, and consider Union's concerns (if confidential information is discussed, both the Employer and the Union must maintain the information confidential until the proposed reorganization is drafted.) After the Employer develops a drafted proposed reorganization, the Employer will officially notify the Union in writing, provide a copy, and also provide an opportunity for impact and implementation bargaining if needed.

ARTICLE 29

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Deduction of Dues

- (A) The Employer shall deduct Union dues from the pay of employees subject to the provisions of this Article.
- (B) The Union agrees to procure SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and furnish it to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- (C) The Union accepts the responsibility of informing and educating its members concerning the program for the amount and allotment of dues and the uses and availability of SF 1187 and SF 1188 forms.
- (D) The President or other authorized officer of the Union will certify on each SF 1187 that the employee is a member in good standing in the Union, will insert the amount to be withheld, and will submit completed SF 1187s to the Regional Human Resources Officer, who will expeditiously submit same to the payroll servicing officer of the Agency.
- (E) The President or other authorized officer of the Union shall notify the Regional Human Resources Officer, who will notify the payroll servicing office of the Agency when the Union's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than once in a twelve-month period.
- (F) Allotments will be effective at the beginning of the second full pay period after receipt of the SF 1187 by the payroll servicing officer and cannot be canceled until after one year from the effective date of the allotment.

Section 2. General

- (A) The Employer agrees that the payroll servicing officer shall prepare a bi-weekly remittance check and a positive listing of the names and amounts withheld at the close of each pay period for which deductions are made and will forward this information to the Treasurer of the Union.
- (B) The Union agrees to indemnify and hold the Employer harmless for any damages or loss arising from the operation of this Article.

- (C) The President of the Union will immediately notify, in writing, the appropriate payroll servicing officer of any change in the mailing address of the Union.
- (D) Nothing in this agreement will require an employee to become or to remain a member of a labor organization (except as designated on the application which states that the applicant must remain a member for one year), or to pay money to the organization except pursuant to a legal, voluntary written authorization by a bargaining unit employee for the payment of dues through payroll deductions.

Section 3. Revocation of Allotment

- (A) The Employer shall within five workdays provide the Union with a copy of any SF 1188 received.
- (B) A Union member may voluntarily revoke his/her allotment for the payment of dues at any time after one year from the effective date of the allotment. To revoke the allotment, the Union member must complete an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organizational Dues, and submit it to the Union president or the Regional Human Resources Officer. The Regional Human Resources Officer will notify the payroll servicing officer, who will provide the Union appropriate notification of the revocation. The duplicate copy of the SF 1188, when completed by the member, can be used for this purpose.

ARTICLE 30

DURATION AND EXTENT OF AGREEMENT

Section 1. Effective Date

- (A) The effective date of the Agreement shall be the date approved by the Director, Office of Human Resources Management Division, EPA-Headquarters. The Agreement shall remain in effect for five years.
- (B) Following the five-year period, the Agreement shall be automatically renewed for an additional one year dated from the initial termination date unless, between 90 and 60 calendar days prior to the termination date, either party gives written notice to the other of its desire to amend, supplement, or terminate the Agreement. This notice must be acknowledged in writing by the other party within five workdays after receipt.
- (C) If this notice indicates intention to amend or supplement the Agreement, this Agreement shall remain in full force and effect until such changes have been negotiated and approved by the Director, Office of Human Resources Management, EPA-Headquarters. If such notice indicates intention to terminate the Agreement, this Agreement shall terminate on the initial termination date.
- (D) If the Director, Office of Human Resources Management, EPA-Headquarters, has not approved or disapproved the Agreement within a 30 calendar day period from the date the Agreement is executed, the Agreement shall take effect immediately following that 30 calendar day period and shall be binding on the Agency and the exclusive representatives and any other applicable law, rule, or regulation.

Section 2. General

- (A) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- (B) The Agreement may be amended if required by law or may be opened for amendment at any time by mutual consent of both parties. Such amendments shall become effective when approved by the Director, Office of Human Resources Management, and EPA-Headquarters, and shall have the same expiration date as this Agreement.

ARTICLE 31 WORKSTATION ALLOCATION/SEATING POLICY

- A. This policy would be applicable to any organization of work stations through relocation or reallocation of existing work stations affecting the entire organizational unit (Section, Branch, etc). The implementation of the workstation/allocation policy should be consistent within each Division.

- B. In situations affecting less than the total organizational unit, i.e., a desirable cubicle becomes available, the following procedures should be followed. The availability of the cubicle should be made known to the members of that organizational unit. Those members expressing a desire to move to the available cubicle will be ranked based on the formula below. The procedure will be repeated until no one expresses a desire to move to a new cubicle.

- C. Management shall retain the discretion to make assignments in special situations (i.e., physically-challenged wheelchair access, visual/hearing impairments, etc.) and work function situations (clerical, ADP, etc).

- D. EPA Region 4 employees will be given an opportunity to select their work stations based on the following formula:
 - 1. Length EPA Service plus
 - 2. Length Total Federal Service time
 - 3. Grade

CLARIFICATIONS:

- 1. Highest score selects first with selections proceeding in descending order.

- 2. Grades/step will be represented in decimal form (i.e., GS-7; Step would be: 1,2,3,4,5,6,7,8,9,..99)

- 3. Length represented in year with decimal places (two) to reflect partial years.

Environmental Protection Agency - Region 4
APPENDIX A
NOTIFICATION OF OFFICIAL TIME

I have made a diligent effort to contact the appropriate supervisor but was unable to do so before leaving the work area. This is to notify you that it has been necessary for me to leave my immediate work area for the following reason:

_____ UNION OFFICIAL: I am conducting an official Union duty.

_____ EMPLOYEE: I am meeting with a Union representative.

Signature: _____

Date: _____

Time out: _____

Expected time of return: _____

Location: _____

Environmental Protection Agency – Region 4
APPENDIX B
AUTHORIZATION TO REVIEW OFFICIAL PERSONNEL FILE

I, _____, hereby give my permission for the following NAGE Local R5-55 official(s) _____ to review a copy of documents from my Electronic Official Personnel File (EOPF) for the purpose of handling a grievance.

I understand that this authorization will enable said Union official(s) to see all documents in my EOPF which may contain personal information, such as: 1) My dependent's name(s), date(s) of birth, social security number(s), and relationship; 2) designation of beneficiary forms; 3) my home address, home telephone number, date of birth, and social security number; 4) name(s) of my current or former spouse(s), his/her date(s) of birth, date(s) of marriage, date of divorce, if applicable; 5) my total work history; 6) places where I have lived or worked in the past; 7) arrests and/or convictions; and 8) military history.

This permission/authorization to review documents of my EOPF will expire thirty days (30) days after the date indicated below.

EMPLOYEE SIGNATURE

DATE

Environmental Protection Agency - Region 4
APPENDIX C
MANDATORY OPTIONS IN MATTERS OF DISCRIMINATION

For bargaining unit employees covered by the negotiated grievance procedure

MATTERS OF DISCRIMINATION

Statutory Appeal Procedure - - - - - > Judicial Review

Merit Systems Protection Board (MSPB) (if the matter involves an action appealable to MSPB)

Equal Employment Opportunity Commission (EEOC) (if EEO complaint filed with the Agency)

Federal Labor Relations Authority (FLRA)

OR (either/or, NOT both)

Negotiated Grievance Procedure - - - - - > Judicial Review

* * * * *

MATTERS UNDER 5 USC 7512 - Applies to removals, suspensions for >14 days, reductions in grade and/or pay, or furloughs of 30 days or less

Statutory Appeal Procedure - - - - - > Judicial Review

Merit Systems Protection Board (MSPB)

OR (either/or, NOT both)

Negotiated Grievance Procedure - - - - - > Judicial Review

Arbitrator must use same standards as used by MSPB

* * * * *

MATTERS UNDER 5 USC 7502 - Applies to written reprimands and suspensions for 14 days or less

Negotiated Grievance Procedure - - - - - > Judicial Review

Arbitrator must use same standards as used by MSPB

Environmental Protection Agency - Region 4
APPENDIX D
GRIEVANCE FORM

Name of grievant _____

Division/Branch/Section _____

Date of alleged violation _____

Name of Union representative _____

Alleged violation (Federal statute/Agency regulation/contract article/section/subsection)

Remedy desired _____

Nature and facts of grievance - Attach narrative statement

Signature of Grievant _____ Date _____

STEP 1 PRESENTATION:

Official presented to _____ Date _____

STEP 1 REPLY:

Official replying _____ Date _____

STEP 2 PRESENTATION:

Official presented to _____ Date _____

STEP 2 REPLY:

Official replying _____ Date _____

Environmental Protection Agency - Region 4
APPENDIX E
PROGRESS REVIEW CHECKLIST FOR CAREER LADDER
POSITIONS

Name: _____ Position Title: _____

Current Grade: _____ Target Grade: _____ Promotion Eligibility Date: _____

| Knowledge, skills and abilities expected for promotion to next higher grade | Acceptable | Needs improvement |
|--|-------------------|--------------------------|
| 1. Technical/programmatic knowledge's identified in training/development plan | | |
| 2. Analytical ability - Ability to evaluate relevant factors and reach sound conclusions | | |
| 3. Ability to take direction - Compliance with policies, instruction, and guidance | | |
| 4. Judgment - Ability to respond appropriately in various work situations | | |
| 5. Adaptability/Flexibility - Ability to handle different tasks, changes in priorities, etc. | | |
| 6. Ability to work independently, including planning and organizing work | | |
| 7. Interpersonal skills - Ability to work cooperatively and interact appropriately with others | | |
| 8. Ability to accept and respond appropriately to feedback from others | | |
| 9. Customer service - Skills in identifying and responding to customer needs | | |
| 10. Organizational skills - Ability to work within the organizational structure | | |
| 11. Communications skills (written, oral, briefings, and presentations) | | |

| | | |
|------------|--|--|
| 12. Other: | | |
| Comments: | | |

Employee

Date

Supervisor

Date



HR Advisory

Office of Human Resources and Organizational Services

511- 1 An Employee Guide to Desk Audits

Purpose: This guide will provide you with necessary information on the desk audit phase of the position classification process. The desk audit requires your direct participation in a review of your assigned job duties and responsibilities. Particular attention has been paid to the employee's role in the desk audit in terms of what information is required by the position classifier and how the employee can prepare for a job review. Our intent is to dispel some of the mystery and misconceptions that have surrounded the traditional classification process. The information that you provide during the desk audit is essential to the whole job evaluation system.

What is a Desk Audit? Sometimes called a site audit or a job audit, it is a way of getting up-to-date facts about a job. This interview by a human resources specialist is normally done at the employee's work site. Usually, the audit is held directly with the employee. (Who knows your job better?)

Is it Important? Yes. The desk audit is one of the most critical steps in the position classification process. Jobs are classified accurately only when the information about duties and responsibilities is correct and well understood. During the desk audit, you can make sure the human resources specialist understands your job

Why and When is a Desk Audit Conducted? Jobs in the Federal government are constantly changing. New programs, new tools, different procedures, new "generations" of equipment, organizational changes, and increased employee knowledge and skill are a few of the ways that duties and responsibilities are affected. So jobs must be looked at from time-to-time to assure their correct classification, and equal pay for substantially equal work.

**Examples of
When Desk
Audits Might
Be
Conducted:**

The following examples are intended to illustrate some of the circumstances under which a desk audit might be conducted:

- **Your job is identified for audit as part of a classification survey.** Under law, positions must be classified correctly. To insure proper classification, EPA sometimes may conduct classification surveys. Most jobs are found to be correctly classified. Sometimes a position description may be updated to reflect changes in the work that is done. To determine proper competitive levels, similarity of jobs is reviewed; this is an important decision should reduction-in-force actions be required. Previous classification errors also may be found and corrected
 - **Your supervisor requests a position review.** Your supervisor may decide that there have been major changes in your job. A desk audit by a human resources specialist is requested to determine, for example, if new duties or responsibilities warrant upgrading. If you think that there has been a major change in your job duties or responsibilities, you should discuss a possible review of your position with your supervisor.
 - **You request a position review.** You may feel that there have been changes in your job that may serve as the basis for an upgrade. When you feel that this is the case, it is recommended that you discuss this with your supervisor before contacting the human resources office to schedule a desk audit. You have the right to have your position audited and this is often included as a provision of your collective bargaining unit agreement (if you are represented by a union.)
-

**Examples of
When Desk
Audits Might
Be Conducted:**
(continued)

- **A new classification standard is being applied to your position.** From time to time, the Office of Personnel Management (OPM) may issue new or revised classification standards. OPM has begun the process of developing standards that cover “job families” or groups of positions, such as the one for positions in the GS-1300 job family which includes environmental scientist, chemist, physicist, and oceanographer, among others. New and revised standards help to keep the classification system current and reflect changes in the “state-of the art” or technological advances in the way work is accomplished. This process will take a number of years to complete. As these new standards are issued, human resources offices may find it necessary to conduct job audits in order to determine how the new standard has impacted existing position descriptions or to recommend changes to your position description.

**Your Position
Description:**

The position description (PD) or job sheet is the cornerstone of classification and one of the most important documents in the desk audit. The PD is an official record of the major duties, responsibilities, qualifications required, and supervisory controls over a specific position. Each position must be described and classified. There may be one or more employees assigned to a PD as long as the requirements (duties, responsibilities, qualifications required, and supervisory control) are alike for each employee. Employees, supervisors, and human resources specialists share responsibility for the PD being a complete and accurate recording of duties and responsibilities. Your supervisor certifies your PD as being accurate and should be able to give the best explanation for its contents. A PD is written when a position is first established and is rewritten or revised when the requirements of the existing position are significantly changed. The PD should include only those major duties that are regularly performed and take up a reasonable amount of work time (e.g., 20% to 25%) or which require specific qualifications requirements, such as the ability to speak a foreign language. You should have a copy of your PD.

Your Role in a Desk Audit:

The objective of the desk audit is to develop frank, factual information about your job. This interview is not a time for modesty or exaggeration. Here are some ways that you can help yourself in the audit and help the HR specialist gather complete and accurate information about your job.

You need some idea of what the interviewer wants. The important parts or "factors" of jobs are discussed below to give you some kind of general ideas. Individual jobs, however, may require very specific information or special qualifications for that kind of work that may not directly relate to any of the factors. For this reason, you may want to look at the classification standards in the human resources office when getting ready for your audit, or you may want to talk briefly with the human resources specialist who will conduct the interview. Nine factors have been identified as common to non-supervisory positions in the General Schedule occupations, including professional, administrative, technical, and clerical positions. They are discussed in the following blocks.

Factors Under the "Factor Evaluation System" (for General Schedule Jobs)

Most classification standards are written in the Factor Evaluation System (FES) format. This format breaks the job down into nine separate elements which are evaluated separately and assigned a factor level and a corresponding number of points, based on a framework developed by OPM. The point total for all nine factors is then converted to a grade level by using a conversion chart provided in the standard.

Factor 1, "Knowledge Required by the Position":

This factor measures the nature and extent of information or facts the employee must understand to do acceptable work in terms of steps, procedures, practices, rules, policies, theories, principles, and concepts. The factor also involves the nature and extent of the skills needed to apply these knowledges to the work.

Factor 2,
**“Supervisory
Controls”:**

Described here are the nature and extent of the direct or indirect controls exercised by the supervisor, the employee's responsibility for completing the work, and the review made of completed work. Controls are exercised by the supervisor in the way assignments are made, instructions are given, priorities and deadlines are set, and objectives and boundaries are defined. The employee's responsibility for completing work measures the freedom the employee has to develop and modify assignments. The degree of review ranges from close and detailed review to spot-checking completed assignments.

Factor 3,
“Guidelines”:

This factor covers both the kinds of guidelines used and the judgement needed to apply them. Guides may include, for example, desk manuals, established procedures and policies, traditional practices, and reference materials such as dictionaries, style manuals and handbooks. Judgment needed depends upon how specific, applicable, and available the guidelines are.

Factor 4,
“Complexity”:

This factor involves the nature, number, variety and difficulty of tasks, steps, processes, or methods in the work performed; the difficulty in identifying what needs to be done; and the difficulty and originality involved in performing the work.

Factor 5,
**“Scope and
Effect”:**

The relationship between the work done and its effect on others within and outside the organization is described under this factor. Consideration is given to the purpose, breadth, and depth of work assignments and whether the work output facilitates the work of others, provides timely services, or impacts on the adequacy of investigations or research conclusions.

Factor 6,
**“Personal
Contacts”:**

Included under this factor are face-to-face contacts and telephone or radio contacts with persons other than the employee's supervisor. Consideration is given to what is required to make the initial contact, the difficulty of communicating with those contacted, and the setting in which the contact takes place

Factor 7,
**“Purpose of
Contacts”:**

This factor covers the purpose of the personal contacts, ranging from factual exchanges of information to situations involving significant or controversial issues where it is necessary to influence, justify, defend or persuade.

**Factor 8,
“Physical
Demands”:**

A work assignment places certain requirements and physical demands on the employee. This includes physical abilities (agility and dexterity requirements), physical exertion (climbing, lifting, pushing, stooping, kneeling, reaching, etc.); and frequency or intensity (prolonged standing as opposed to intermittent standing).

**Factor 9,
“Work
Environment”:**

“Environment” here relates to the risks and discomforts in the employee’s physical surroundings or the nature of the work assigned and the safety regulations required. Although safety precautions can practically eliminate a danger or discomfort, their use may place additional demands upon the employee in carrying out safety regulations and techniques.

**Factors Used for
Classifying
Wage Grade
Positions:**

Positions in trade, craft, or manual labor all fall under the Federal Wage Grade System and are classified using standards that break out the job into four factors which are described below:

**Factor 1,
“Skill and
Knowledge”:**

This factor covers the nature and level of skills, knowledges, and mental application required in performing assigned work. Jobs vary in such ways as the kind, amount, and depth of skills and knowledges needed, as well as in the manner, frequency, and extent to which they are used. The factor includes, for example, knowledge of work practices, methods, and processes; skill in specific trade operations, and the degree of manual dexterity or precision required; and ability to interpret blueprints, work instructions, and technical guides; to use or operate equipment, tools, or machines; and to plan and lay out work.

**Factor 2,
“Responsibility”:**

Considered here is the nature and degree of responsibility involved in performing work. Positions vary in responsibility in such ways as the complexity and scope of work assigned, the difficulty and frequency of judgments and decisions made, the kind of supervisory controls, and the nature of work instructions and technical guides used.

Factor 2,
“Responsibility”:
(continued)

This factor considers whether the work involves simple, repetitive actions or responsibility for a variety of different operations or machines to complete assignments; whether assignments involve responsibility for part of an operation or for a complete process; whether the work is performed under close supervision or with considerable independence; and whether guides such as technical manuals and work precedents can be applied directly or must be modified.

Factor 3,
“Physical Effort”:

Jobs require different levels of physical effort exerted in performing assigned work. Jobs vary in such ways as the nature, degree, frequency, and duration of muscular effort or physical strain experienced in work performance. The factor includes physical exertion related to such actions as lifting, pushing pulling, or carrying objects; physical effort related to such movements as walking, climbing, crawling, or bending; and strain related to lack of movement, such as crouching or stooping for extended periods of time.

Factor 4,
“Working
Conditions”:

This includes hazards, physical hardships, and working conditions to which workers are exposed in performing assigned work. Jobs vary in such ways as the nature of the work environment, the extent to which it includes unpleasant, disagreeable, or hazardous conditions, the degree to which such conditions are experienced, the frequency and duration of exposure, the adequacy of protective clothing and gear, safety devices, and the possible effects on the worker. Considerations range from weather conditions and the heating, lighting, and ventilation in work areas to exposure to toxic gases or substances.

Thinking About
Your Job:

When thinking about your job, within the context of the “factors” described above, there are a number of questions you can ask yourself as part of preparing for the audit. They include, such questions as:

- How does it relate to the factors discussed above?
- Your position description is the official record of your job. Do you find that your present PD is a good reflection of your job? Is it accurate?

**Thinking
About Your
Job:
(continued)**

- What kinds of assignments have you had in the past year? Can you group them into several categories so that you can talk easily about the different kinds of work that you do?
- What are the major duties, those that take up most of your time and are related to the reason for your job? Can you determine rough percentages of time spent at each major duty?
- What are your minor duties and one-time only assignments you may have performed? Do they require special skills or qualifications?
- What kinds of responsibilities do you have? Have they changed, or have new ones been added by your supervisor?
- What guidelines do you refer to? Do they, cover your work tasks, or must you modify or adapt them?
- How does your supervisor assign and review your work?

**Organize the
Information
about Your
Job:**

Don't worry about the way the position description may be written. What is important is the way that you want to tell someone about your job – remember, you know your job best. What do you think really is important about the work that you do, or what is critical about your responsibilities? Where you start is not too important. But, be sure that you don't miss telling about some part of your job that is important. Cover all aspects of your work. Often it is helpful to make some notes prior to the audit interview or to make an outline of how you want to talk about your job. Your position description may help to organize your thoughts. You may want to write down reference numbers to the manuals, handbooks, or technical guides that you use. Having examples of your work at hand or extra copies of forms that you use to give to the position classifier is useful in telling the story of your job.

**Reminder –
It is the
Position that
is Classified:**

It's *your position* that will be classified *not you as a person*. Over the years there has been some "mystery" about position classification and many misunderstandings about what is important. Both the factor evaluation system for GS jobs and the job grading system for trade, craft, and manual laboring positions have been developed in terms of basic job factors to clarify the classification system.

**Elements
That are Not
Classification
Criteria:**

Because it is the position that is being classified, there are a number of issues that are not considered when jobs are classified. These include:

- the qualifications of the person on the job (the work is classified, not the abilities of individual employees;)
- accuracy required on the job (every employee is expected to be accurate);
- the amount or volume of work done (it is the kind and level of work which is important in classifying jobs; your supervisor sets and evaluates the standards of work performance that are expected);
- length of government service;
- organizational titles of positions (grades are based on the duties and responsibilities of jobs, not what the jobs are called); or
- other matters unrelated to the job.

note: The Federal government is committed to equal employment opportunity practices. An employee's race, color, religion, sex, sexual orientation, age, membership in a union, or national origin has absolutely no bearing on the ways that jobs are classified.

**Be Prepared
for the Audit:**

The desk audit is as important to you as almost any other kind of interview you may have had in your work life. Please don't treat it lightly. In most cases, the desk audit will take no more than an hour of your time. But you should make arrangements so that you will not be interrupted. Remember when someone interrupted you before the punch-line to a story; don't let that happen to the story of your job. Some privacy can be helpful, if it is possible. Be ready to demonstrate the factualness of the duties and responsibilities you are going to discuss.

**What
Happens after
the Audit:**

The information that you provided about your job will be used to determine the proper and accurate title, series and grade level of your position. The understanding of your duties and responsibilities that the position classifier acquired during the desk audit is a major help in the analysis and decision steps of job evaluation that follow. After the desk audit and other information gathering activities, the position classifier evaluates your position, interpreting the work and job requirements in terms of published OPM classification standards. The classifier also may wish to talk to your supervisor about your job, or your PD may need to be revised to reflect new duties and responsibilities. The job evaluation process – with your help – will result in correct classification of a position within the classification system.

**One Final
Point:**

Please remember that the objective here is to assure that jobs are correctly understood and classified – that is, not too high nor too low, but at the proper grade level. Your participation in the desk audit process can help achieve that goal.

**Approving
Signature:**

_____  _____

12-17-1999

_____ Date

ENVIRONMENTAL
PROTECTION
AGENCY

ORDER

3150.1

August 5, 1975

PERSONNEL - POSITION CLASSIFICATION

POSITION CLASSIFICATION

1. PURPOSE. This Order establishes Agency policy for position classification and assigns responsibility for its effective administration.
2. APPLICABILITY. This Order is applicable Agencywide and encompasses all positions in grades GS-1 to GS-15 included in the General Schedule pay category and all positions included in the Trades and Labor pay category.
3. AUTHORITY.
 - a. U.S. Code, Title 5, Chapters 51 and 53.
 - b. Basic Federal Personnel Manual, Chapters 312, 511, and 532.
 - c. Section 1310 of the Supplemental Appropriations Act of 1952 (Whitten Amendment).
 - d. OMB Circular A-64, dated June 28, 1965.
4. DEFINITIONS. Position classification is defined as the system used to group positions by kind of work, level of difficulty, and qualifications required. Definitions of other terms used in the position classification process are included in Appendix A of the EPA Position Classification Handbook. This handbook is available from the Servicing Personnel Officer.
5. POLICY. It is the policy of EPA to classify positions in accordance with established position management principles (see OMB Circular A-64 and the EPA Position Management Handbook) and Position Classification or Job Grading Standards issued by the Civil Service Commission and/or EPA to assure employees substantially equal pay for substantially equal work in the same locality. To this end, the following policy guidance applies:

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a. Before an employee is appointed, promoted, reassigned, demoted, or transferred to a position, there must be an authorized position which has been established, i.e., described, evaluated, and classified according to pay category, series, title, and grade so that the proper rate of pay and the qualifications necessary to perform the work may be determined.

b. No one may be detailed to another position or set of duties for more than thirty (30) days without the appropriate required documentation and approvals.

c. All position classification actions involving the upgrade of an incumbered position must be taken within four pay periods of the date the job is classified upward unless management decides to change the position or remove the incumbent from the position.

d. All employees shall be provided with copies of their position descriptions.

6. RESPONSIBILITIES.

a. The Director, Personnel Management Division, Office of Administration, shall:

(1) Provide leadership and guidance in establishing and implementing the Agencywide position classification program;

(2) Publish and distribute information and program direction concerning position classification;

(3) Conduct onsite program reviews and evaluations;

(4) Review and act on employee position classification appeals;

(5) Monitor actions taken as a result of Civil Service Commission position classification decisions;

(6) Conduct occupational studies;

(7) Classify all EPA Personnel Officer positions; and

(8) Report to the Deputy Assistant Administrator for Administration on the administration of the position classification program.

b. Regional Administrators shall:

(1) Provide appropriate manpower resources and delegations of authority to administer local position classification programs;

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(2) Promote an understanding of position classification principles, practices and requirements; and

(3) Assure that local personnel programs and policies are in consonance with EPA and Civil Service Commission regulations and instructions.

c. The Deputy Assistant Administrator for Administration shall:

(1) Monitor the position classification program by analyzing evaluation reports, other materials, and information obtained from other sources;

(2) Report to the Assistant Administrator for Planning and Management on the operations of the position classification program;

(3) Direct the development of position classification program improvements, where appropriate; and

(4) Revoke or suspend in whole or in part the position classification authority delegated in EPA Order 1210.3A, Redlegation of Authority Delegated to the Deputy Assistant Administrator for Administration, in those cases where positions are not being correctly classified and revocation or suspension action is considered to be warranted.

d. Servicing Personnel Officers shall:

(1) Assure that positions are classified in accordance with applicable position classification standards and guidelines;

(2) Provide counsel to employees, supervisors, and managers on the operations and objectives of the position classification system and on the appropriate laws, regulations, and standards governing the operations of the system;

(3) Advise employees of their classification appeal rights; and

(4) Conduct an annual position classification survey of all positions in cooperation with the appropriate supervisors and managers.

e. Managers and supervisors shall:

(1) Assign duties and responsibilities to subordinate employees so as to establish an organizational structure which will most efficiently and effectively accomplish the assigned mission;

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(2) Prepare position descriptions and revise them as necessary so that they accurately reflect the major duties and responsibilities assigned to subordinate employees;

(3) Explain to their subordinates the contents of their position descriptions, brief them on the requirements of their positions, and inform them of the basis upon which their positions are classified;

(4) Report all permanent changes in the major duties and responsibilities assigned to their subordinate employees to the Servicing Personnel Officer through appropriate administrative channels;

(5) Report all temporary changes in the assignments of their subordinate employees to the Servicing Personnel Officer through appropriate administrative channels, provided these changes last more than thirty (30) days;

(6) Thoroughly review organizational work patterns before requesting the upgrading of a position, in order to ascertain the necessity for assigning duties at the higher grade level;

(7) Support the objectives and basic practices of the position classification program and explain these to subordinate employees;

(8) Advise employees of their classification appeal rights; and

(9) Cooperate with the Servicing Personnel Officer in the overall position classification process, including the development of position descriptions, the conduct of desk audits, the performance of classification surveys, and other related activities.

7. STANDARD POSITION DESCRIPTIONS.

a. Standard Position Descriptions, which are descriptions that can be used to describe a number of positions, may be used when management requirements can be met most effectively and economically by the establishment of a single Position Description covering two or more positions, the duties of which are substantially the same, regardless of the organizational location of the position. A Standard Position Description does not create uniformity of operation. It reflects uniformity which already exists. Standard Position Descriptions do not reflect unusual work assignments or special conditions that are unique to a specific position. These factors may make it impractical to use Standard Position Descriptions under certain circumstances. Therefore, they should be used only where the work situation coincides with the conditions reflected in the description.

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b. Using Standard Position Descriptions eliminates the necessity to have Position Descriptions typed and signed for positions that are adequately described by Standard Position Descriptions. In using a Standard Position Description, however, caution should be exercised to assure that it fits the position being described. Supervisors should sign the Standard Position Description when it is implemented in their organization to certify that it accurately describes the duties and responsibilities assigned to the position. If the Standard Position Description does not accurately describe the position, a new Position Description should be written and signed in connection with the classification action. In such cases, the Standard Position Description may be used as a guideline.

c. Supervisors are responsible for reviewing the Standard Position Descriptions describing positions under their supervision to determine if they are adequate and accurate because Standard Position Descriptions are subject to becoming outdated the same as individually classified Position Descriptions.

d. Standard Position Descriptions are developed from time to time by the Personnel Management Division, Office of Administration, and copies are available from the Servicing Personnel Officer.

8. POSITION QUESTIONNAIRES.

a. Position Questionnaires are position descriptions which can be prepared by checking appropriate items, and/or providing examples of work, and/or supplying other additional information. They may be used to describe positions the duties of which are similar to those of other positions, but which vary enough from position to position so that a single Standard Position Description would not be adequate.

b. In using Position Questionnaires, the supervisor should:

(1) Select the Position Questionnaire that best fits the position to be described;

(2) Complete the questionnaire in accordance with the instructions contained therein; and

(3) Submit the questionnaire and other required documents to the Servicing Personnel Officer in accordance with local procedures and the instructions set forth in Appendix D of the EPA Position Classification Handbook.

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c. Position Questionnaires are developed from time to time by the Personnel Management Division, Office of Administration, and copies are available from the Servicing Personnel Officer.

9. INITIATING POSITION CLASSIFICATION ACTIONS.

a. Supervisors will initiate position classification actions by submitting a Request for Personnel Action (SF-52) and the required position documentation to the Servicing Personnel Officer through appropriate administrative channels in accordance with local procedures and the instructions set forth in Appendix D of the EPA Position Classification Handbook.

b. To establish a new position, the supervisor will prepare a position description (EPA Form 3150-1) in accordance with the instructions set forth in the Position Classification Handbook and EPA Merit Promotion Manual, as appropriate. The position description will then be submitted to the Servicing Personnel Officer as an attachment to the SF-52. If a Standard Position Description or a Position Questionnaire is used to document a position, it must be prepared in accordance with the appropriate instructions for its use.

c. To cancel one position and establish another in its place, the supervisor will prepare a new Position Description and submit it with a SF-52 to the Servicing Personnel Officer, only if the major duties and responsibilities of the old position have changed sufficiently to warrant a new description. In some cases, a Position Description Amendment (EPA Form 3150-5) may be sufficient to update the current Position Description for the old position.

d. When requesting a Vice Action (filling an established vacant position), the supervisor should submit a facsimile copy of the Position Description for the position with a SF-52 to the Servicing Personnel Officer.

e. To establish a position that is identical to an already established position, the supervisor should submit a facsimile copy of the Position Description for the position with a SF-52 to the Servicing Personnel Officer.

f. To cancel a position, a position description is not necessary.

10. EMPLOYEE APPEALS PROCEDURE.

a. An employee may appeal the classification of his position at any time.

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b. Classification appeals procedures for employees in General Schedule positions are described in EPA Order 3150.2, Position Classification Appeals for Employees in General Schedule Positions.

c. Classification appeals procedures for employees in Trades and Labor positions are described in EPA Order 3150.3, Position Classification Appeals for Employees in Trades and Labor Positions.

11. ANNUAL POSITION CLASSIFICATION SURVEY.

a. It is a statutory and regulatory requirement that all positions be reviewed annually. To facilitate the annual survey or review of positions, the Servicing Personnel Officer will:

(1) Arrange a meeting with the supervisor of each organization to be surveyed in order to explain the nature and purpose of the survey and furnish detailed information covering the survey;

(2) Arrange, to the maximum extent possible, for the participation in the survey of program planning, resources management, and management analyst personnel so that the organization supervisor may receive the benefit of an integrated analysis of the operations being surveyed;

(3) Arrange to audit at least a ten percent sample of all positions reviewed; and

(4) Take the appropriate personnel and position actions that result from the survey.

b. The supervisor shall:

(1) Determine the accuracy and currency of the Position Descriptions for the subordinate employees in the organization and make a report of findings to the Servicing Personnel Officer.

(2) Consult with the Servicing Personnel Officer in order to develop any position documentation that may be necessary, e.g., new position descriptions or amendments to existing position descriptions;

(3) Certify as to the accuracy and currency of the position descriptions for the positions in the organization;

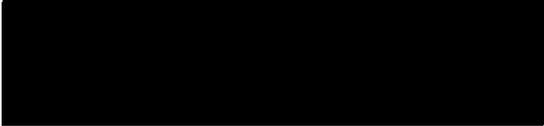
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(4) Sign any new Position Descriptions developed during the course of the survey;

(5) Initial any Position Description Amendments required to update an existing Position Description; and

(6) Conduct a thorough review of the position structure under his supervision to determine and certify whether each position is necessary for the accomplishment of the operation and whether duties are assigned and organized in the most effective, economical and efficient manner.


Deputy Assistant Administrator
for Administration



ORDER

Classification No.: 3150.2 A3

Approval Date: May 23, 2000

THE POSITION CLASSIFICATION APPEALS PROCEDURE FOR GS AND GM EMPLOYEES

Title: This Order is EPA Order 3150.2 A3 -- Position Classification Appeals for Employees in General Schedule (GS) and Performance Management and Recognition System (GM) Positions.

Purpose of Revision: This Order is being revised to reflect the current organizational structure of the Agency and to update the list of OPM offices to which appeals may be filed.

Supersession: This Order supersedes EPA Order 3150.2A CHG 1 - Position Classification Appeals for Employees in General Schedule and Performance Management and Recognition System Positions, dated 03/27/98.

Filing Instructions: File the attached materials in numerical order in a three-ring binder established for the EPA Directives System.

Applicability and Coverage: This Order is applicable EPA-wide and covers all employees in General Schedule positions in grades GS-1 through GS-15 and also applies to employees who continue to be covered under the Performance Management and Recognition System.

Note: Where there is a negotiated agreement, certain procedures in that agreement may differ and take precedence over this Order for Bargaining Unit employees.

Authority: This Order is established under the authorities provided in:

- Chapter 51 of Title 5, United States Code
- Code of Federal Regulations, Title 5, Part 511, Subpart F

Definition #1: General Schedule positions are commonly thought of as those positions which are:

- "General Schedule Position":**
- professional;
 - administrative;
 - technical;
 - subprofessional; or
 - clerical in nature.

Examples of such positions are engineers, scientists, analysts, technicians, secretaries and clerks.

**Definition #2:
"Position
Classification
Appeal":**

Position classification appeals are formal, written requests by employees to have the pay category, title, series, or grade of their position changed. This is not the same as an initial request to have a position reviewed. It is the classification decision rendered in light of that initial request that is the basis for an appeal.

**Background
Information
on Position
Classification:**

Chapter 51 of Title 5 of the United States Code prescribes a "General Schedule" for positions that is composed of 15 grades and describes, in very broad terms, the general level of difficulty, responsibility and important characteristics of each grade. The statute gives the U.S. Office of Personnel Management (OPM) the responsibility for the development of standards to be used in placing General Schedule positions into their proper occupational series and for making grade level determinations. EPA is responsible for classifying its positions in accordance with these standards.

**The Servicing
Personnelist's
Role:**

Normally the authority for classifying positions is delegated to personnelists who staff the servicing human resources offices of EPA. These personnelists interpret the standards used to classify positions and have to apply a high order of judgment in their work. On occasion, employees disagree with the classification decisions rendered by these personnelists. Thus an appeals procedure has been developed to adjudicate these differences.

Note: *For a more complete discussion of the position classification system, see the EPA Position Classification Handbook.*

**Agency
Policy:**

The policy of the Agency is that all positions are to be correctly classified, and that employees who believe that their positions are incorrectly classified may appeal the classification of their positions in accordance with the procedures set forth in this Order.

**Responsibility
of the Director,
Office of Human
Resources and
Organizational
Services:**

The Director of the Office of Human Resources and Organizational Services functions as the appellate authority for the Agency and will:

- Adjudicate all appeals filed within the Agency within 45 calendar days from the date all information necessary to determine the appeal is received;
 - Assure that all employees are fully aware of their appeal rights and the Agency's appeal procedure;
 - Forward appeals to the U.S. Office of Personnel Management for adjudication within 30 calendar days of receipt from the employee, if it is decided that it would be preferable for OPM to decide the appeal or if the Agency does not have the authority to decide the appeal; and
 - Appeal OPM regional office classification decisions affecting EPA positions to the central office of OPM, if appropriate.
-

**Responsibility
of Human
Resources
Officers, Human
Resources Staff
Directors and
Personnel
Officers:**

Human Resources Officers/Human Resources Staff Directors/Personnel Officers will:

- Assure that all employees are fully aware of their classification appeal rights and the EPA appeals procedure;
 - Provide guidance and assistance to employees in the preparation of appeals and in the explanation of the position classification system;
 - Provide for the timely submission of appeals, either to OPM or to the Director of Human Resources and Organizational Services where required by OPM or Agency regulations;
 - Furnish the Director of Human Resources and Organizational Services with a copy of appeal decisions rendered by OPM; and
 - Consult and negotiate as appropriate with labor organizations holding exclusive recognition.
-

**Responsibility
of Supervisors:**

Supervisors will:

- Assure position descriptions are complete and accurate;
 - Explain the contents of the employees' position descriptions to their subordinates; and, in conjunction with the servicing personnelist, explain the basis for the classification of the employees' positions;
 - Request appropriate classification action in any case where an employee's position description is inaccurate or the position is considered to be improperly classified. (This should be done by submitting a "Request for Personnel Action", SF-52, together with a revised position description and/or any required position documentation, to the servicing human resources office, through the appropriate supervisory channels.);
 - Assure that all employees are fully aware of their classification appeal rights; and
 - Request assistance from the servicing human resources officer when they or their subordinates need help in classification matters.
-

**Deciding
Whether to
Appeal to EPA or
OPM:**

An employee may file a position classification appeal with either EPA or with the appropriate office of OPM. An employee need not appeal through EPA channels before appealing to OPM, but EPA encourages employees to use Agency channels before appealing to OPM. This is a matter of personal discretion and employees should feel free to appeal to whichever appellate authority they wish, in accordance with the procedures of this Order. Employees have the option of appealing the results of an Agency appeal to OPM.

**Time
Limits
for Filing
an Appeal:**

An employee may file a classification appeal at any time. An employee who appeals either an EPA or OPM classification decision which resulted in a loss of grade with grade retention must file the appeal with either EPA or OPM not later than 15 calendar days after the effective date of the reclassification action. This is necessary to protect the right to retroactivity if the classification appeal is judged in the employee's favor.

**Issues Not
Subject to
Appeal:**

The following issues are not subject to appeal. Such issues may be reviewed under the appropriate grievance procedures:

- The accuracy of the official position description, and inclusion or exclusion of a major duty;
- A detail out of the scope of normally performed duties as outlined in the position description;
- The accuracy, consistency, or use of EPA classification guides; or
- The title of the position unless specifically authorized in published OPM guidance.

Note: When the accuracy of the position description (PD) is in doubt, the first-line supervisor will be asked to review the position's duties, responsibilities and qualification requirements in conjunction with the servicing human resources office. The purpose of this review is to certify the accuracy of the position description. Higher level management may also be asked to concur on the PD's accuracy. If the accuracy of the position description cannot be resolved in this manner, the appellate authority will decide the appeal on the basis of the actual duties and responsibilities performed.

**Issues Not
Subject to
Appeal or
to Grievance:**

The following issues are subject neither to appeal nor to grievance procedures:

- The classification of a position to which the employee is not officially assigned by an official personnel action;
 - An Agency proposed classification decision;
 - The classification of a position to which the employee is detailed or temporarily promoted;
 - The accuracy of grade level criteria contained in an OPM classification guide or standard;
 - Comparisons with the classification of other positions rather than published standards; or
 - OPM classification decisions when there has been no change in governing classification standards or major duties of the position.
-

Employee Representation: Employees may select representatives of their choice to assist in the preparation of an appeal. EPA may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest; an employee who cannot be spared from official duties because of the priority needs of the Agency; or an employee whose participation would give rise to unreasonable costs to the Agency. The decision to disallow an employee's choice of representative is reviewable by the Director of Human Resources and Organizational Services.

Ascertainment of Facts: Employees and their supervisor(s) shall furnish such facts as may be requested by the appellate authority. These facts shall be presented in writing when so requested. The appellate authority has discretion to require the employee to be audited. In such cases, the employee's representative may be present at the audit but may not participate.

Notification of Findings: The appellate authority shall notify the employee or a representative (if one has been designated) of the decision in writing.

Cancellation of an Appeal: An appeal shall be cancelled and the employee notified in the following circumstances:

- On receipt of the employee's written request for cancellation;
- When the employee or the designated representative does not furnish the requested information or does not advance the appeal; or
- When the employee dies or leaves the position through a personnel action, except when the employee would be entitled to retroactive benefits. An employee's detail or temporary promotion will not be cause to cancel an appeal.

Effective Date of an Appeal Decision: A classification appeal decision is effective no earlier than the date of the decision and no later than the beginning of the fourth pay period following the decision date, except that a classification appeal decision which reverses a classification action leading to a downgrade with grade retention may be made retroactively, if the initial classification appeal is made on a timely basis (i.e., within 15 calendar days after the effective date of the action taken as a result of the classification decision.)

Where to File an EPA Appeal: Appeals filed within the Agency, should be sent to the attention of the:

Director, Office of Human Resources
and Organizational Services
Mail Code 3601A
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Where to File an OPM Appeal: Please see Appendix A of this Order.

Appendices:

The following appendices are attached to this Order:

- Appendix A: Table providing addresses for local OPM offices
 - Appendix B: List of information to include in a classification appeal
-

APPENDIX A

Classification Appeals Filed With OPM:

If you choose to file a classification appeal with the Office of Personnel Management, use the following chart to decide which OPM office to file with:

| If your position is located in: | Then the address for the OPM office for that area is: |
|--|---|
| Washington D.C.; In Maryland, the counties of Charles, Montgomery, and Prince Georges; In Virginia, the counties of Arlington, Fairfax, King George, Loudoun, Prince William, and Stafford, and the cities of Alexandria, Falls Church, Manassas, and Manassas Park; and any overseas areas not specified below. | OPM Washington, D.C. Oversight Division 1900 E Street, NW, Room 7675 Washington, D.C. 20415 Phone: (202) 606-2990 |
| Connecticut, Delaware, Maine, Maryland (except as noted above), Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont, or Virgin Islands | OPM Philadelphia Oversight Division 600 Arch Street, Room 3400 Philadelphia, PA 19106-1596 Phone: (215) 597-9797 |
| Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, or Virginia (except as noted above) | OPM Atlanta Oversight Division 75 Spring Street, SW., Suite 972 Atlanta, GA 30303-3109 Phone: (404) 331-3451 |
| Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, West Virginia or Wisconsin | OPM Chicago Oversight Division 230 S. Dearborn Street, DPN 30-6 Chicago, IL 60604-1687 Phone: (312) 353-0387 |
| Arizona, Arkansas, Colorado, Louisiana, Montana, New Mexico, Oklahoma, Texas, Utah, or Wyoming | OPM Dallas Oversight Division 1100 Commerce Street, Room 4C22 Dallas, TX 75242-9968 Phone: (214) 767-0561 |
| Alaska, California, Hawaii, Idaho, Nevada, Oregon, the Pacific Ocean area, or Washington | OPM San Francisco Oversight Division 120 Howard Street, Room 760 San Francisco, CA 94105-0001 Phone: (415) 281-7050 |

**Information
to Include
When Filing a
Classification
Appeal:**

When preparing a classification appeal the following information should be included:

- The employee's name and address;
 - The location of the employee's organization and mailing address (e.g., EPA, Headquarters, 8th Floor, Fairchild Building, Washington, D.C. 20460);
 - The exact location in the organizational structure of the unit in which the employee works (an organizational chart is useful);
 - The present title, series, grade, and position number of the employee's position;
 - A copy of the official position description for the employee's position. If the employee considers the current position description to be incorrect, a statement should be submitted describing the work that is currently being performed;
 - A statement of reason(s) for the belief that the position is erroneously classified; and
 - A statement of any facts that are believed to affect the appeal.
-

EPA Region 4 TRANSMITTAL

| | |
|---|--|
| Classification Number: R3160.1E | Division: <u>Office of Policy and Management (OPM)</u> |
| Approval Date: 6/7/2010 | Originator: Employee Technical Services Branch |

WORK SCHEDULES

Section 1 Purpose

This Regional Order (hereinafter referred to as "Order") updates and revises Region 4 policy and Regional Orders on work schedules and is designed to maximize scheduling flexibility for individual employees while at the same time maintaining and enhancing the mission of the agency.

It is recognized that all Alternative Work Schedules (AWS) may not be appropriate or feasible for all work situations, and that staffing, cost, work accomplishment, and customer service are factors that determine the appropriateness of AWS. All schedules must be consistent with Agency mission requirements & needs and provide for adequate continuous office coverage. It is understood that all work schedules must be approved in advance by the supervisor, based upon the supervisor's assessment of operational needs. The alternative work schedules outlined in this Order are the only authorized work schedules for Region 4 employees and individuals assigned to EPA, Region 4.

Section 2: Scope /Coverage

This Policy covers all bargaining and non-bargaining unit employees (including Public Health Service Commissioned Officers), whether full-time or part-time. Temporary employees may be included subject to approval of the immediate supervisor. This Policy supersedes any previous regional work schedule order/policy and associated guidance.

Hours of work for Region 4 employees shall be in accordance with applicable laws and regulations. If any provision of this Order is found to be contrary to law or regulation, law or regulation will supersede that provision.

It is understood that reasonable accommodations granted under EPA Order 3120.21 A2 and/or EPA Procedures for Providing Reasonable Accommodations for Employees and Applicants with Disabilities may include work schedules and arrangements other than those contained in this

Order; the work schedule options in this Order are not intended to limit the range of work schedule options available as a form of reasonable accommodation.

Section 3 Definitions

- A. **Administrative Workweek:** A period of seven (7) consecutive calendar days beginning on Sunday.
- B. **Alternate Work Schedules (AWS):** A schedule other than the traditional (regular fixed) eight hour work schedule. Daily Flexible Schedule (DFS) and Compressed Work Schedules (CWS) are included within the definition of an alternative work schedule.
- C. **Basic Workweek:** A 40-hour workweek in the case of full-time employees and it may not extend over more than 6 of any 7 consecutive days. The basic 40-hour workweek is considered to be Monday through Friday.
- D. **Basic Work Requirement:** The number of hours in a workweek excluding overtime hours, for which employees must account through either duty, use of leave, or use of credit hours/time-off award/compensatory time. The basic work requirement for full-time employees is 80 hours in the biweekly pay period. The basic work requirement for part-time employees is from 32 to 64 hours in the biweekly pay period.
- E. **Core Hours:** The time period during the work day that all employees are expected to be present for work or otherwise on approved leave. In EPA Region 4 the core hours are 9:00 am to 3:00 pm, Monday through Friday.
- F. **Credit Hours:** Hours in excess of the employee's scheduled tour of duty that an employee elects to work. Credit hours only apply to employees participating in the DFS.
- G. **Flexible Time Bands/Hours:** The time during which an employee covered by a daily flexible work schedule may choose to vary his/her times of arrival to and/or departure from the work site. For employees on such a schedule, the flexible hours for arrival shall range from the established workday starting time (6:30 a.m.) to the beginning of core hours (9:00 a.m.). Flexible hours for departure shall range from the end of the core hours (3:00 p.m.) to the work day ending time (6:30 p.m.).
- H. **Regularly Scheduled Administrative Workweek:** For a full-time employee, means the period within an administrative workweek within which the employee is regularly scheduled to work. For a part-time employee, regularly scheduled work week means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.
- I. **Work Day:** The period of time, including an unpaid lunch break/period, during which an employee is normally scheduled to be at work.
- J. **Full time:** A basic work requirement consisting of 40 hours per week.

- K. **Part time:** Part time employment is regularly scheduled work of from 16 to 32 hours per week (or less if granted as an exception under 5 CFR 340.202).
- L. **Tour of Duty:** The hours of the day and days of the week during which an employee is scheduled to work.
- M. **Regular/Compressed Day Off (RDO/CDO):** A day during the work week for which an employee is not scheduled to work.
- N. **Public/Customer Service Hours:** Official work hours of the Regional Office during each organizational element (Division, Branch, Section, Office, etc.) must be adequately staffed to provide required service and assistance to the public and other client offices. Public/Customer Service hours in Region 4 are from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- O. **Overtime:** Work or duty time in excess of 8 hours in a scheduled 8-hour day; in excess of 9 hours in a scheduled 9-hour day; in excess of 10 hours in a scheduled 10-hour day; or more than 40 hours a week and/or 80 hours in a pay period that is authorized in accordance with existing statutes, regulations and EPA Orders. "Overtime Work" is work ordered and approved in advance by management and is in excess of the work schedule's basic work requirement. A supervisor shall obtain prior approval from a higher organizational level before authorizing overtime work.
- P. **Compensatory Time:** Compensatory time off in lieu of premium pay for overtime as provided by 5 U.S.C. 5543. Compensatory ("comp") time off may be used as a substitute for premium pay only for irregular or occasional overtime work. It may not be substituted for premium pay for regularly scheduled overtime. Compensatory time accrues in an amount equal to the overtime hours worked, and is simply an alternative to premium pay. A supervisor shall obtain prior approval from a higher organizational level before authorizing overtime work.
- Q. **In Lieu of Holiday:** All full-time employees working compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday (regular/compressed day off). Full-time employees are entitled to basic pay for the number of hours regularly scheduled to work that day (8, 9 or 10 hours). Part-time employees are not entitled to an "in lieu of" holiday if a holiday falls on a non-workday. For part-time employees, if a holiday falls on a day during his/her established work schedule, the employee is entitled to pay for the number of hours he/she was scheduled to work on that day, not to exceed 10 hours.
- R. **Region 4 Office Access Hours:** Official work hours of the Regional Office (EPA occupied space) that employees could have access to EPA work space. Access hours in Region 4 will be 12 hours each work day (normally Monday through Friday) beginning at 6:30 am and ending at 6:30 pm until further notice.

- S. Pay Period - 14-day period designated by the Finance Office for payroll purposes. Until further notice, the pay period begins on Sunday and ends on the second Saturday.

Section 4 Responsibilities

A. Supervisors/Managers

1. Ensure that employees understand their responsibility to follow time and attendance and leave procedures.
2. Ensure that there is adequate office coverage each work day within the organizational unit, including designating an acting supervisor or manager, as appropriate.
3. Ensure adequate and thorough briefing/instructions are provided to the designated acting supervisor or managers.
4. Ensure that approved schedules support mission accomplishment and do not interfere with current activities or projects of the work unit.
5. Ensure that accurate time and attendance records are maintained.
6. Each supervisor shall designate one clock as the "official clock" for time and attendance purposes.
7. Comply with all the requirements contained in this Order.
8. Ensure that there is no decrease in the quality, quantity, or timeliness of work performed by employees on AWS.

B. Employees

1. Accurately complete both the PeoplePlus system and forms required for the selected work schedule. This includes submitting timely and accurate (a) proposed work schedules by the prescribed date and (b) certified final work records by the first workday of the new pay period that the employee is in the office.
2. Employees whose duties and assignments require them to be at the office on specific days and/or at specific times may not be able to schedule those times as not in the office (timekeepers on the last Friday or first Monday of the Pay Period, OSC's, etc.). Employees must maintain the quality, timeliness, and quantity of work regardless of which work schedule is approved.
3. Employees are responsible for scheduling annual leave, compensatory time-off, travel compensatory time-off, and credit hours throughout the year. To the extent

possible, employees will avoid scheduling an extensive amount of use or lose annual leave in the last two months of the fiscal year that, if approved, would result in inadequate coverage within the organizational unit (Section, Branch, etc).

Employees must notify their supervisor of absences or late arrivals as early as possible, but no later than two (2) hours after the start the employee's tour of duty or as allowed by the collective bargaining agreement.

4. Employees approved to work a daily flexible schedule, are required to follow the procedures prescribed for signing in at the beginning of the workday and signing out at the end of the workday.
5. Employee must comply with all the requirements contained in this Order.

Section 5. Work Schedule Options for Full-Time Employees

A. Fixed 8-hour Work Schedule (aka Regular Work Schedule)

Basic 40-hours workweek scheduled over five days (8 hours per day), normally Monday-Friday with fixed arrival and departure times every work day. This schedule must include at least a 30-minute unpaid lunch break each day. No credit hours may be worked or accumulated under this schedule.

B. Alternative Work Schedule Options

1. Compressed 5/4-9

This is a fixed schedule that includes eight 9-hour days, one 8-hour day, and one non-work day (regular/compressed day off) each pay period. Starting times may be between 6:30 a.m. and 9:00 a.m. in quarter-hour increments. Once selected, this time becomes the single, regular and recurring start time for each work day. Corresponding departure times range from 3:00 to 6:30. The "short" day (8-hour day) and the regular/compressed day off must be the same each pay period. Employees must be scheduled to report to their official duty station at least 6 days per pay period unless otherwise on travel, training or field work. Holidays under this schedule are granted for whichever number of hours is scheduled for that day, 8 or 9. In-lieu-of holidays are determined in accordance with applicable regulations, Office of Personnel Management guidance, and/or agency policies. This schedule must include at least a 30-minute unpaid lunch break each day. No credit hours may be worked or accumulated under this schedule

2. Compressed 4/10

This is a fixed schedule that includes four 10-hour work days and one regular/compressed day off each week of the pay period. Full-time employees must work or otherwise account for 80 hours each pay period. Starting times may be between 6:30 a.m. and 8:00 am in quarter-hour increments. Once selected, this time becomes the single, regular and

recurring start time for each work day. Corresponding departure times range from 5:00 pm to 6:30 pm. The regular/compressed day off must be the same day of the week in each week of the pay period. Employees must be scheduled to report to their official duty station at least 6 days per pay period unless otherwise on travel, training or field work. In accordance with governing regulations, holidays under this schedule are 10 hours. In-lieu-of holidays are determined in accordance with applicable regulations, Office of Personnel Management guidance, and/or agency policies. This schedule must include at least a 30-minute unpaid lunch break each day. No credit hours may be worked or accumulated under this schedule.

3. Daily Flexible Schedule (DFS)

The basic work requirement is ten (10) eight-hour workdays each pay period with employees having the option to have a different arrival and departure time each day. This work schedule contains three components: (1) core hours, (2) flexible hours/bands, and (3) credit hours. Employees may report to work no later than the beginning of core hours (9:00 am) and leave no earlier than the ending of core hours 3:00 pm. The workday must be at least eight hours in duration with the employee in work status or on approved leave during the designated core hours. This schedule must include at least a 30-minute unpaid lunch break each work day.

a. DFS Provisions – Credit Hours

(1) All full-time employees who have elected and been approved to participate in the DFS may accrue credit hours consistent with the provisions and requirements contained in this Order. Part-time employees who have elected and been approved for participation in the DFS can earn credit hours on those days that they are scheduled to work 8-hour tour.

(2) Credit hours must be worked within the Flexible Bands/Hours.

(3) Employees with accrued credit hours may not request a change to another work schedule option outlined in this Order until all accrued credit hours have been expended.

(4) Supervisor/Manager must initial corrections and/or late entries to the sign-in/out roster/log.

(5) Under a DFS, you are considered tardy if you begin work after the start of the core hours and such time must be charged to leave (annual, sick, Leave Without Pay (LWOP), Absent Without Leave (AWOL), time-off, etc) or credit hours.

(6) Employees scheduled to travel must annotate their daily fixed hours of work on their travel authorization.

- (7) Full-time employees may not accrue a balance in excess of 24 hours (maximum credit hours that can be carried over from one pay period to the next). Part-time employees may not accrue a balance in excess of one-fourth of their bi-weekly work requirement. An employee may earn a maximum of two (2) credit hours per workday, but no more than twenty (20) hours per pay period. Credit hours in excess of the maximum allowed will be forfeited.
- (8) Credit hours are earned in increments of one-quarter hours.
- (9) Credit hours must be earned in advance of their use (hours earned during a pay period can only be used not earlier than the following pay period).
- (10) Credit hour use will be requested in the same manner as annual leave (in advance), via the Leave Slip on Eforms. Approval/disapproval will utilize the same standard as for approving annual leave requests.
- (11) Credit hours cannot be earned on a non-workday (Saturday, Sunday, etc.) and/or during travel.
- (12) Credit hours cannot be earned the same work day that any form/type of leave is taken (sick, annual, time-off, accrued credit hours, etc.).
- (13) In the event of an agency closure or early dismissal, an employee will only be charged for credit hours used or are scheduled to be used at the time of the closure or dismissal.
- (14) Union Officials cannot earn credit hours for representational work and/or internal union business.
- (15) When the employee leaves the agency, the employee must be paid for accumulated credit hours at his or her current rate of pay. Payment for accumulated credit hours is limited to a maximum of 24 hours for a full-time employee. For a part-time employee, the limit is one-quarter of the employee's biweekly work requirement. An employee may not be compensated for credit hours for any other reason.
- (16) When an employee uses credit hours, such hours are to be counted as a part of the basic work requirement to which they are applied. Credit hours may not be used by an employee to create or increase entitlement to overtime pay.
- (17) If an employee arrives at the office prior to beginning of the flexible band, his/her sign-in time will be the time the Flexible Band is scheduled to start.
- (18) Automated DFS sign-in/out - If an automated system is in use, the supervisor may designate the employee's computer clock as the official clock. The sign-in/out times will be automatically entered in the sign-in/out form.

b. Sign-In/Out Accountability Procedures (procedures to be used when automated system is operational)

(1) Employees approved to participate in the DFS are required to electronically sign-in/out each day. Employees working a DFS schedule will be required to begin the work day by logging into their computer (EPA system) and the DFS Time system as soon as they arrive at their work station. Employee must login into both systems within 9 minutes of beginning their work day. The DFS Time systems will automatically stamp the login time or require the employee to record the time. Employees will log off their computers and the DFS system network within 9 minutes before leaving the office at the end of the work day. The DFS Time systems will automatically stamp the log-off time or require the employee to record the time.

(2) In cases when a computer is down, the employee will notify the supervisor and annotate why he or she could not log-in/out each day. Supervisors may, but are not obligated to, require employees working Flexiplace/Telework who are also on a DFS work schedule, to e-mail their supervisor at the beginning and end of the telework day. Supervisors may choose to substitute telephone calls, including voice mail messages, in place of e-mail for employees on Flexiplace/Telework who are working DFS schedules. When the EPA computer system is down or cannot be used, supervisors may require employees on DFS schedule to sign-in/out the roster/log (paper form) and use the sign-in/out procedure outlined in paragraph 3 of this section below.

(3) During the transition period to the automated DFS system time system, employees must follow the following sign-in/out procedures:

- Employees approved to participate in the DFS are required sign in when they arrive in the morning and sign out when they leave at the end of the day (in sequential order as they arrive to and leave from work).
- The sign-in/sign-out roster/log will be located in a central area determined by the supervisor and close to the timekeeper and/or supervisor.
- Each employee is required to enter his or her name (print), time of arrival & departure, signature, an estimate of the amount of credit hours to be worked that day if so desire, and work/tasks to be accomplished during the credit hours.
- If management determines that the work can be accomplished at a different time and/or date, they must provide an option when the work can be accomplished and offer alternative work for that day.

Section 6 Work Schedule Options for Part-Time Employees

Schedule options for part-time employees are the same as those for full time employees, and under the same terms and conditions, except the following provisions apply: Employees must schedule at least 50% of their daily work schedule to fall within core hours (9:00 a.m. to 3:00 pm). All workdays scheduled for more than 5 hours must include a minimum 30 minute lunch break. Employees must be scheduled to report to their official work location a minimum of 75% of their scheduled hours each pay period unless otherwise on travel, training or field work.

Section 7 Eligibility

In order to participate in any alternative work schedule (compressed 4-10, compressed 5/4-9, or the daily flexible schedule) an employee must:

- A. Not have documented performance deficiencies, disciplinary actions, time and attendance issues, and conduct related issues for the last 12 months,
- B. Volunteer for the work schedule, and
- C. Have completed at least six (6) month of service in Region 4.

Section 8 Lunch and Work Breaks

- A. Employees shall have two 15-minute breaks per workday, one prior to and one subsequent to the lunch break, if workload and/or mission requirements permit. It is understood that these breaks shall not occur during the first hour of the workday nor the last hour for the workday of the individual employee.
- B. Break periods shall not be used to extend lunch periods and shall not be used to make up for late arrival, allow for early departure, or extend the regular workday.
- C. The lunch period for all work schedules may be 30, 45, or 60 minutes long and will be taken beginning no earlier than 11:00 a.m. and ending no later than 2:00 p.m. Lunch breaks are mandatory for all daily schedules of more than 5 hours. They may not be skipped in order to reduce the work day, nor may they be taken at the beginning or end of the workday so as to reduce the established tour of duty. Employees under the DFS may request to extend the lunch break by fifteen minute increments up to a maximum lunch period of 2 hours with a corresponding equivalent extension of the work day. This lunch extension may serve to accommodate such activities as use of the fitness center or education and should occur between 11:00 a.m. and 2:00 p.m. Corresponding workday extensions must remain within the Region 4 office access hours. Employees on fixed schedules (including compressed 4-10 and 5/4-9) must have the same length of lunch break scheduled for every day of the pay period.

Section 9 Adjustments in Work Schedules While in Travel Status

A. Effect of travel and training on AWS: Employees on travel or training status for more than one day within a pay period must in many cases revert to an 8-hour-day fixed work schedule (ten work days) for that pay period. This is under the presumption when the employee

is attending training away from the Region where there is little possibility of working 9-hour or 10-hour days. Training will not be considered a 9-hour or 10-hour day unless the organization providing the training states in writing that nine or ten working hours are required; this is rarely if ever expected to happen, because evening homework, even when assigned, is not considered by the government to be hours of work unless the employee is covered by the Fair Labor Standards Act.

B. However, if an employee in training is able to continue working full 9 or 10-hour days as they pertain to the compressed work schedule, such as when the training is at or very near the worksite (e.g., in the EPA Training Room or down the street at the OPM training facility), and the employee can easily return to the office to work the rest of the day (or take comp time or leave), he or she may work the compressed schedule during the period of training. Where training is one day in length and the employee does not return to the worksite (or take comp time or leave for the remaining hour), that day must be the 8-hour day for the pay period. The key in all this is properly accounting for 80 hours every pay period.

C. The same criteria apply for non-training work while on travel, such as a site visit or a detail to another EPA office. If the host worksite can accommodate 9-hour or 10-hour days and that can be worked out with the host supervisor (if there is one), AWS can be worked for the pay period(s) in question. If the host facility works only 8-hour days, the employee must adapt to the eight (8) hours/ten-workday schedule. Again, this is true whenever the travel in question is longer than one day within the pay period. Supervisors have discretion in travel situations to approve continued use of AWS in accordance with Section 10a if it is clear that 9-hour or 10-hour days can be legitimately worked and documented, and 80 hours in the pay period can be properly accounted for.

D. Whenever an employee temporarily converts from a compressed schedule to a "regular" ten-day schedule for the above reasons, there is no provision for taking an "extra" compressed day in a subsequent pay period, since one has not been earned. In addition, the need to return temporarily to a regular schedule in such circumstances is not elective.

Section 10 Supervisory Approval

A. All work schedules or changes in work schedules are subject to prior supervisory approval. A request to change an approved AWS work schedule must include a reason for the change. The approval or disapproval of an employee's request for a work schedule will be based upon mission/work accomplishment, workload requirements, additional cost to the Agency/Region, review of work accomplishment, current staffing (e.g., adequate office coverage, work assignments involving team efforts, sudden emergencies, etc.), required customer service, and profile of employee (must have a "passing" performance rating of record – fully successful, not be on a Performance Assistance or Improvement Plan), documented conduct related issues and/or whether the approval of the work schedule will interfere with the Agency/Region's ability to accomplish its work.

B. The selected work schedules should be submitted to the supervisor at least 10 days prior to the first pay period of the quarter. The approved tour of duty form establishes the employee's tour of duty for the quarter (six pay periods). The supervisor will evaluate the tour of duty schedule based on the criteria previously outlined (see Section 10a). If an employee's request to participate should be disapproved or if the supervisor subsequently determines that an employee can no longer participate, the supervisor will provide the reason in writing to the employee.

Section 11 Selection of Days Off

A. Once an employee is approved for participation in a compressed work schedule selection of the designated day off shall be made by the employee and approved by the Employer. Where an employee's request for day off conflicts with the requests of other employees to the extent that granting approval would create a workload problem or allow insufficient office coverage, every effort will be made to reach an agreement among the affected employees. If these efforts fail, the employee with the highest rating as determined by the formula used in the Regional Work Station Allocation Policy will get first choice for the regular/compressed day off. At all other times during the year when there are requests for changes to days off or if a new employee joins the staff, the regular/compressed day off will be approved on an available basis.

B. An RDO/CDO cannot be split and must be taken within the pay period it is earned.

C. An employee on a compressed work schedule (5/4-9 or 4-10) can be allowed to change his/her day off each pay period due to work requirements and once a quarter for personal reasons. Any change in the regularly scheduled day off, regardless of the reason, requires prior approval from the supervisor. Supervisors/managers can change the employee's RDO/CDO for operational/mission requirements.

Section 12 General Provisions

A. Night Differential: *will not be paid* because an employee elects to work credit hours, or elects a time of arrival or departure at a time of day when night differential is otherwise authorized.

B. Supervisors may temporarily change an employee's AWS schedule to a basic eight (8) hour per day schedule when required to do so for operational/mission requirements. Supervisors must provide a notification to the employee if changes are made due to operational requirements. The employee may revert to his/her previous AWS schedule the next full pay period after completion of such temporary functions.

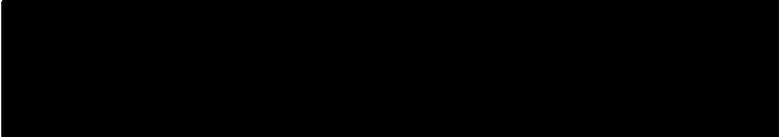
C. If an employee is failing to maintain the quantity, quality, and/or timeliness (performance deficiencies or failure to perform adequately) of the work, the supervisor must first counsel the employee (Phase 1) before altering/removing the employee from AWS. If the supervisor concludes that the employee has failed to sufficiently improve, the supervisor will counsel the employee again (2nd time – Phase 2). Before the 2nd counseling, management must inform the

employee that a union representative can be invited to the 2nd counseling session. If after the second counseling session, the supervisor concludes that the employee's performance has not improved, the supervisor may restrict the employee's work schedule choices, including removal from the AWS.

D. Employees who are being disciplined for misconduct may be placed on a normal eight (8) work day during the pay period while serving a suspension. A previously approved compressed or daily flexible work schedule may be withdrawn or modified by the supervisor should an employee fail to adhere to the procedures contained in this Policy, or have, time and attendance infractions, conduct issues, or other work-related reasons.

E. An employee on detail or reassignment will adhere to the tour of duty of the organizational segment to which he/she is temporarily assigned, unless approval of the employee's compressed 4-10 or daily flexible schedule is granted by the supervisor to whom the employee is detailed or reassigned.

F. Employees on AWS and flexiplace must submit to the supervisor in advance a daily work schedule for each flexiplace day/occurrence and a summary of work accomplished.



Assistant Regional Administrator
For Policy and Management

9-24-10
Date

ATTACHMENT I

**EPA REGION 4 POLICY AND PROCEDURES
WORK SCHEDULE REQUEST FORM**

REQUESTED EFFECTIVE DATE: _____

EMPLOYEE NAME: _____

ORGANIZATION: _____

A. _____ Regular Work Schedule

B. Alternative Work Schedules

1. _____ Daily Flexible Schedule (DFS)

I understand the Daily Flexible Work Schedule (and credit hour) concepts and agree to the conditions, as stated in this Policy. I also understand if I earn credit hours, use of credit hours must be pre-approved by my supervisor.

2. _____ 5/4/9 Compressed Work Schedule

3. _____ 4-10 Compressed Work Schedule

I understand the Compressed Work Schedule (5/4/9 & 4/10) concept and agree to its conditions, as stated in this Policy. I understand that my regular/compressed day(s) off (RDO/CDO) cannot be split and must be taken within the pay period it is earned. I also understand that there may be pay periods when travel, training, or other exigencies may necessitate my returning to a ten-workday schedule for those pay periods, as explained in this Policy.

Work Schedule Requirement

I understand that any change(s) to the selected and approved schedule must be approved by my supervisor and that a new request form must be completed and approved prior to implementing the change.

Monday _____ am - _____ pm

Tuesday _____ am - _____ pm

Wednesday _____ am - _____ pm

Thursday _____ am - _____ pm

Friday _____ am - _____ pm

Monday _____ am - _____ pm

Tuesday _____ am - _____ pm

Wednesday _____ am - _____ pm

Thursday _____ am - _____ pm

Friday _____ am - _____ pm

Note: Employees that elect DFS schedule – use estimated arrival and departure times)

Employee's Signature DATE _____

Supervisor's Signature DATE _____

APPENDIX J

Half-time Definition for Local President

In accordance with Article 23, Section 3(B), of Local R5-55 Collective Bargaining Agreement (“Union Contract”), the Union President will serve on a “Half-time” basis.

“Half-time” is defined as one-half of a full time equivalent (FTE) work year (2,087), or 1,044 hours each year. The use of this time will be tracked in PeoplePlus.