

Collective Bargaining Agreement between the
American Federation of Government
Employees Local 32 and
U.S. Office of Personnel Management Central
Office

April 1999

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Preamble

The Office of Personnel Management and the American Federation of Government Employees, Local 32 agree that a workplace which reflects the understandings reached in this Negotiated Agreement is in the mutual interests of the parties.

This Agreement reflects the parties' commitment to foster a work environment that provides for the continued development of employees, and maximizes opportunities for improved employee performance aimed at accomplishing the Agency's goals and mission. To this end, the parties are committed to working cooperatively in a reasonable and harmonious manner to attain the highest levels of public confidence, and to providing the outstanding service to which the Agency and employees are dedicated.

Further, the parties recognize that trust is the most essential ingredient in the continued improvement of the employee/employer relationship, and the continued improvement of working conditions and work processes. This trust and continued improvements will be further enhanced through recognition of the worth and aspirations of each employee and through the treatment of employees, managers and supervisors alike with dignity and respect.

Article 1: Parties to the Agreement

Section 1. General

This Agreement is between the central office of the Office of Personnel Management (OPM), Washington, DC, hereinafter called the "Employer or This Agency and Local 32, the American Federation of Government Employees, AFL/CIO, hereinafter called "Local 32" or the "Union".

Section 2. Definitions

(a) The word "employee" as used in this Agreement shall mean a member of the bargaining unit, except as excluded in Section 4 below.

(b) The word "position" as used in this Agreement shall mean a bargaining unit position.

Section 3. Recognition

The Units covered by this Agreement consist of employees in the central office of the OPM as certified by the Area Administrator for the Washington, DC, Area Office under the Assistant Secretary of Labor for Labor-Management Relations on March 11 and April 12, 1971, in Case No. 22-2254. The Units are defined as:

(1) All non-professional Wage Grade and General Schedule employees of OPM located in the Washington, D.C., metropolitan area; and

(2) All General Schedule professional employees of OPM in the Washington, DC, metropolitan area. Examples are: accountants, architects, attorneys, physicians, psychologists, and statisticians, as well as other similar fields.

Section 4. Exclusions

The following are excluded from the coverage of this Agreement:

1. supervisors;
2. management officials;
3. employees engaged in internal personnel work in other than a purely clerical capacity;
4. confidential employees;

5. employees in the Office of Inspector General who audit, analyze, and report on the Employer's management practices, organizational structure, and financial management;
6. employees who devote a substantial amount of their time to providing technical advice and information about labor management relations to other agencies in the Federal Government; and
7. employees such as personnel management evaluators who, as part of their duties, review the operation of the Federal labor-management relations program for adherence to the Federal Service Labor-Management Relations Statute.

Section 5. Future Certification

If the Union becomes certified as the exclusive representative for additional bargaining units of OPM employees not now included, this Agreement shall extend automatically to the employees in those units, unless the parties mutually agree otherwise.

Article 2: Rights to Representation

Section 1. Obligation to Bargain

The parties agree that the public purposes to which the Agency is dedicated will be advanced through understanding and cooperation achieved through collective bargaining [5 U.S.C. § 7117]. The parties acknowledge their respective obligations to bargain under the provisions of 5 U.S.C. § 7114. (See Appendix A 5 U.S.C. § 7116).

Section 2. Current Policies and Practices

Until changed in a manner consistent with the Employer's bargaining obligations under the labor relations statute, current personnel policies, practices, and matters affecting working conditions which are within the discretion of the Agency (including those contained in Agency regulations) shall remain in effect to the extent they are consistent with this Agreement.

Section 3. Membership Rights

Each employee has the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal. This right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through Local 32 (5 U.S.C. § 7102).

Section 4. Conflict of Interests

Pursuant to 5 U.S.C. 7120(e), participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a supervisor, or a confidential employee, is not authorized, except as specifically provided in 5 U.S.C. Chapter 71, or by an employee, if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

Section 5. Payroll Deductions

The Employer will, upon receipt of a written authorization by an employee, deduct from the pay of the employee amounts for the payment of dues

through payroll deductions. This deduction of dues shall terminate: (1) when the Agreement between the Employer and the Union ceases; (2) when the employee is suspended or expelled from the Union; or (3) by way of dues revocation as described in Article 25, Section 6 [5 U.S.C. § 7115].

Section 6. Rights to Representation

(a) The Union is the exclusive representative of the employees in the bargaining units and is entitled to act for and negotiate collective bargaining agreements covering all employees in the units [5 U.S.C. § 7117].

1. The Union is responsible for representing the interest of all employees in the bargaining units, without discrimination and without regard to Union membership [5 U.S.C. § 7117].
2. Local 32 shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the units of their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

(b) Pursuant to 5 U.S.C. § 7114(a)(2), the Union shall be provided the opportunity to be represented at:

1. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
2. any examination of an employee in the unit by a representative of the agency in connection with an investigation if:
 - i. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - ii. the employee requests representation.

(c) To inform employees of their right to request representation, the Employer will send to each employee, during January each year a notice stating:

An employee has the right, upon request, to union representation at any time the employee is being examined by one or more agency representatives in connection with an investigation when the employee

reasonably believes the investigation may result in disciplinary action against the employee.

Section 7. Reasonable Time

The definition of what constitutes reasonable time under this Article contains the following elements:

1. it is a matter which requires mutual agreement between the Union officer or steward and his/her supervisor prior to the employee's release;
2. it must take into account the need to balance the effective conduct of the Agency's business with the rights of employees to be represented in matters relating to their employment; and
3. it takes into consideration the amount of time that is necessary to accomplish the specific task for which time is requested.

If there is a dispute between the Union officer or steward and his or her supervisor over what constitutes a reasonable amount of official time, the dispute will be brought to the attention of the Union President and the Chief, Partnership and Employee Services Division for resolution.

Section 8. Official Time

Management recognizes that whatever official time is spent in the conduct of Union-Management relations is spent both in the interest of Management and the employees. The parties recognize that official time must be reduced. To this end the Employer and Local 32 will work together to build a more cooperative relationship.

A. Statutory Official Time: Statutory Official time will be granted per 5 U.S.C. 7131(a) for collective bargaining agreement negotiations, including impasses.

B. President's Official time: The President of Local 32 shall be granted 40 hours of official time in a work week without charge to pay or leave for representational duties.

C. The Employer agrees to recognize a maximum of twenty (20) stewards appointed by the Union to represent employees. Each Union steward will be an employee of the unit and will be authorized, along with other union representatives, Official Time for representational duties. The Director of

Human Resources and EEO shall be notified of the names of the representatives and the name and jurisdiction of such stewards

D. Official Time: Official Time means all time granted to a Union representative by the agency to perform representational functions when the representative would otherwise be in a duty status without charge to leave or loss of pay and shall be considered hours of work. Representational functions mean those authorized labor relations activities undertaken by union representatives on behalf of other employees pursuant to such employees right to representation under 5 U.S.C. Chapter 71.

Section 9. Employees Access to Union

(a) A Union officer or steward before transacting authorized business during working hours will first obtain approval of the appropriate supervisor consistent with the following:

1. Permission will be promptly granted unless such absence would have serious impact on work operations, in which case alternate arrangements agreeable to the parties will be made.
2. If the steward must enter a different location, the steward will obtain approval from the appropriate supervisor in that location before conducting business.
3. If discussion with an employee requires leaving the work site, permission for the employee to leave will be granted unless such absence would have serious impact on the work operations, in which case alternative arrangements agreeable to the parties will be made.
4. Employees, including stewards, will report their return to work to their supervisor.

(b) An employee will be granted a reasonable amount of time, without charge to leave, for an approved meeting with a steward.

(c) Upon request, an employee will be granted a reasonable amount of time, without charge to leave, to contact the Union office about a grievance, or other matter of concern related to the employment of the employee, unless the employee's absence would have serious adverse impact on work operations, in which case alternative arrangements agreeable to the employee and the supervisor will be made.

Section 10. Union Management

Employees carrying out activities concerned with the internal management of Local 32 such as collection of dues, assessment of other funds, solicitation of membership, membership meetings, campaigning for Union office, preparation of Union publications, and all the other internal Union business will not be in a work status or on official time during such activities.

Section 11. Official Time Records

It is understood that pursuant to Human Resources Handbook Chapter 711, Appendix B, the Employer will maintain a record of the amount of official time used by Union officers and stewards in carrying out their representational duties. Records of official time usage by Union officers and stewards maintained by the Employer will be made available to the President of Local 32 and the Union officials and stewards involved upon written request.

Section 12. National or District Office

A unit employee selected to serve in a full-time capacity as a National or District officer of the American Federation of Government Employees may be granted leave without pay for up to one year. This leave without pay may be extended for succeeding periods in accordance with appropriate policy and regulations.

Section 13. Agreement Distribution

The Employer will provide each member of the bargaining unit with a copy of this Agreement within 30 days of its execution, and to each employee upon hiring. The Employer will also provide the Union with 200 copies a year upon request of the Union. When supplemental agreements are negotiated which the parties agree will affect all bargaining unit employees, they will be printed as separate appendices and distributed to all current and new unit employees.

Section 14. Bulletin Boards

- a. The Employer will provide a bulletin board for Local 32's use on each floor of FOB #9. As new bulletin boards are provided, locks will be installed. The Employer agrees to repair or replace locks on existing bulletin boards, as necessary.

- b. A joint labor-management notice will be posted on the bulletin boards stating the intent of the parties concerning the use of and the importance of the bulletin boards, as well as the responsibilities pertaining to its use.
- c. Bulletin board space is provided by the Employer for the convenience of Local 32 in posting Union bulletins and informational material. Postings will comply with 41 C. F. R. Chapter 101, Section 20.708. Local 32 agrees it is solely responsible for the contents and maintenance of the bulletin boards provided for its use, unless mutually agreed to the contrary.

Section 15. New Hire Orientation

- a. Orientation sessions for new employees will be conducted by the Office of Human Resources and EEO. A Union representative will have the opportunity to make a brief introduction of Local 32 and identify its officials. The Union presentation will be a description of Local 32 and employee rights under the Federal labor statute. The Union representative will make the presentation without charge to leave or pay.
- b. The Employer will furnish 3 days advance notice of scheduled orientation sessions. The notification will include the location of the orientation session. It will also include the names of the new employees as well as the group and the office to which each employee is assigned.

Section 16. Quarterly Reports

The Employer will give the Union a quarterly list of the names, job series, organizations and grades of employees, plus a list of accessions and separations during the quarter. Within 2 weeks of receipt of this list each quarter, the Union will give the Employer a list of its officers, stewards, and other representatives. Upon receipt of such a list by the Employer, or other notification by the Local President, new officers, stewards and other representatives shall be granted by the Employer use of official time without charge to pay or leave for those purposes authorized under the terms of this Agreement.

Section 17. LMC Records Review

The Labor-Management Committee established under Article 31 of this Agreement will:

1. review, on a periodic basis, the "walk-in complaint" sheets maintained by the Union to determine if there are systemic problems or other common issues, causing employees to visit the Union office; if such problems or issues are identified, the Committee will study the problem or issue and make recommendations to the Chief, Partnership and Employee Services Division to resolve the problem or issue; and
2. develop a mechanism for recording official time by Union officers and stewards.

Section 18. Joint Training

The Employer and Union jointly agree to:

1. develop and conduct training to educate managers, supervisors, Union officers and stewards on the uses of official time; the training will also familiarize managers, Union officers and stewards with the role of Union officers and stewards and with the procedures for requesting, approving, recording, and reporting official time; and
2. develop materials aimed at informing supervisors of Union officers and stewards rights and responsibilities with regard to official time for representational activities.

Section 19. Conference Rooms

It is agreed that, subject to advance request by Local 32 to the Director, Office of Human Resources and EEO or designee, the Employer will provide meeting space to Local 32 to carry out the objectives of 5 U.S.C., Chapter 71 and this Agreement, provided such space is available. Meeting space will be provided without charge to Local 32.

Section 20. Facilities

The Employer agrees to provide the following for the Union:

1. a maximum of two additional telephone instruments;

2. a rotary system for the existing and additional telephone instruments;
3. its present parking spot in FOB 9, with the understanding that the Union will be given priority consideration for an additional parking spot in FOB 9 if the Union makes its request 24 hours in advance of the need;
4. the personal computer currently used by Local 32 will be reassigned for Local 32's use;
5. first choice will be given for an upgraded computer from previously-owned stock, with the understanding that the property would then be assigned to the Union;
6. first choice of an upgraded typewriter from previously-owned stock;
7. first choice of upgraded furniture from previously-owned stock;
8. first choice in obtaining a fax machine from previously owned stock;
9. first choice in obtaining a copier from previously-owned stock;
10. reconfigured office space based upon an option selected by the Union; and
11. service maintenance contracts on Government property used by the Union.

Section 21. Contracting Out

Following a decision as to which activities will be studied for possible contracting out, the Union will be notified and given an opportunity to bargain.

Article 3: Authorities

Section 1. Governing Provisions

In the administration of all matters covered by this Agreement, officials and employees are governed by the provisions of existing and future laws and regulations of appropriate authorities, including policies set forth in the Human Resources Handbook by OPM regulations and policies in existence at the time this Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher agency level issued after the effective date of this Agreement that do not conflict with this Agreement.

Section 2. Conflicts with Agreement

Where the terms of this Agreement conflict with Government-wide rules and OPM regulations issued after the effective date of this Agreement, the Employer and the Union shall meet to determine to what extent there is a need to engage in impact and implementation bargaining.

Article 4: Equal Employment Opportunity

Section 1. Policy

- a. The parties have designed this Agreement to reflect their commitment to a positive affirmative action program which has as one of its continuing goals the integration of equal employment opportunity into the Employer's personnel policies and practices.
- b. The parties subscribe to a policy of non-discrimination and agree to cooperate in providing equal opportunity in employment for all persons and to prohibit discrimination because of race, color, religion, age, sex, national origin, political affiliation, marital status, or disabling condition.
- c. The parties are additionally committed to protecting the privacy and constitutional rights of employees by prohibiting inquiries into or actions based upon, non-job-related conduct such as religious, community or social affiliations, or sexual orientation.
- d. The parties agree that equal employment opportunity shall be administered in accordance with Title 5 U.S.C.; the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Rehabilitation Act of 1973, as amended; the Age and Discrimination in Employment Act (ADEA); Executive Order 11478; the Equal Pay Act; 29 CFR Part 1614; and other applicable regulations.

Section 2. Affirmative Employment Program Plan

(a) The Employer is strongly committed to annually developing and implementing an Affirmative Employment Program Plan which addresses goals of the EEO Program. The agency plan will be consistent with EEOC's MD-714 guidelines, dated October 6, 1987. Each year, after assessing the previous year's accomplishments and reviewing OPM's strategic plan, the multi-year plan will be modified to reflect required changes due to shifts in agency's workforce and changes in agency's strategic plan. The Union will be provided the opportunity to review accomplishments and provide comment/input to this plan through the EEO Advisory Committee.

Section 3. EEO Advisory Committee

(a) The Employer and the Union agree to the establishment of an EEO Advisory Committee to advise the Director's Office on the continuing development and implementation of OPM's EEO program as it applies to bargaining unit employees. The Committee will be composed of six members: three appointed by the Employer and three by the Union (alternates can be designated by either side). It will meet at least every other month or as issues, agenda and/or timelines dictate.

(b) Areas which the Committee may advise on include, but are not limited to, the following matters, as they relate to the bargaining unit:

1. a proposed charter for the committee;
2. work force analysis;
3. employee development opportunities;
4. recruitment and hiring efforts;
5. the special employment concerns of people with disabilities, including disabled veterans;
6. identified EEO problem areas within the bargaining unit;
7. assessment and evaluation in the achievement of EEO objectives;
8. actions items to be included in the Affirmative Employment Program Plan;
9. recommendations for communicating the Affirmative Employment Program Plan to bargaining unit employees;
10. input on criteria to monitor agency performance to ensure a continuing application and enforcement of EEO policy,
11. mechanisms and avenues for sending issues to the committee;
and
12. establishing an agenda that focuses on timelines.

(c) A copy of the final Affirmative Employment Program Plan, with addenda, will be given the EEO Advisory Committee prior to final submission to EEOC.

Section 4. Counselors

- a. The parties agree that sufficient numbers of certified EEO counselors are necessary to properly administer the EEO counseling program. Counselors will be given EEO counselor training and will be available and accessible to employees.
- b. Based on an agency call for new EEO counselors, the Union may submit nominees for EEO counselor positions being filled on a collateral duty basis. The agency will give consideration to Union members.
- c. Employees may select an EEO counselor of their choosing based on the information provided by the agency. If the employee cannot locate a counselor of his/her choosing, the names of available counselors will be provided by the agency. EEO counselor represent neither management nor complainants.
- d. For employee awareness, OPM will make available written information describing the EEO complaint procedure and a list of collateral-duty EEO counselors. This list of counselors will be posted on official bulletin boards and contains the names and phone numbers of the counselors, as well as the name and phone number of the EEO Counseling Coordinator.

Section 5. Complaints

- a. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference and reprisal and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. In accordance with 29 CFR section 1614.05, any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing.
- b. When an employee makes the initial contact with an EEO counselor concerning a possible complaint, the employee will be given a copy of the first page of the Counselor's Report. If a formal complaint is subsequently filed by the employee, the EEO counselor will prepare a formal, written Counselor's Report. A copy of this report will be furnished to the complainant and the complainants's representative at the time it is completed.

- c. An employee has the option of filing a complaint under the negotiated grievance procedure (Article 22) or under the agency EEO complaint procedure, but not both. EEO counselors will provide an employee seeking information on the EEO process a written description of both procedures.
- d. Local 32 agrees to apprise the Employer of equal employment problems of which it is aware.

Section 6. Duty Stations

- a. An employee and his or her representative, if any, shall have a reasonable amount of official time under 29 CFR 1614 to prepare a formal complaint and respond to OPM and EEOC requests for information.
- b. Employees who properly request and are authorized official time for EEO activities will not be disadvantaged on their appraisals for making such request.

Section 7. Sexual Harassment

The parties recognize that harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment when the conditions as described in 29 CFR 1604.11 are present.

Section 8. Employees with Disabilities

In accordance with Section 501 of the Rehabilitation Act of 1973 and its amendments and applicable regulations, OPM is committed to affirmative action for the employment, placement and advancement of qualified individuals with disabilities and disabled veterans.

Section 9. Definition

For purposes of this Agreement, the definition of qualified disabled person is one who, with or without reasonable accommodation, can perform the essential functions of the position in question without endangering the health and safety of the individual or others, who depending upon the type of appointing authority being used:

1. meets the experience and/or education requirements (which may include passing a written test) of the position in question; or
2. meets the criteria for appointment under one of the special appointing authorities for disabled persons.

Section 10. Reasonable Accommodation

- a. The Employer shall make reasonable accommodation to the known physical or mental limitations of a qualified disabled employee unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
- b. Reasonable accommodation may include, but shall not be limited to:
 1. making facilities readily accessible to and usable by disabled persons; and
 2. job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, the provision of readers and interpreters and other similar actions including reassignment.
- c. In determining, pursuant to subsection (a) above, whether an accommodation would impose an undue hardship on the operation of the Employer, factors to be considered include: (1) The overall size of the agency's program with respect to the number of employees, number and type of facilities and size of budget; (2) the type of agency operation, including the composition and structure of the agency's work force; and (3) the nature and cost of the accommodation.
- d. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, existing limitations, the work environment and any undue hardship imposed on the operation of OPM's programs, as defined above. Qualified employees with disabilities may request specific accommodation.

Section 11. Prohibited Discrimination

The Employer will continue to provide a program to assure nondiscrimination on the basis of physical or mental disability, and further, the Employer will process complaints of discrimination based on physical or mental disability.

Section 12. Training

The parties agree that there will be no distinctions in training opportunities, except as provided below:

When the Employer provides training to a qualified employee with a disability, the Employer will consider the nature and severity of the disabling condition and provide reasonable accommodation, when making arrangements for such training.

Section 13. Orientation

During orientation, employees will be encouraged to establish a medical file with the Health Unit to facilitate prompt treatment in the event of medical emergencies.

Section 14. Annual Survey

The Employer and Union agree to survey the Agency's physical facilities on an annual basis to determine where modifications are appropriate to meet the needs of the disabled. The results of the survey will be considered in the development of the following years action plan for disabled persons.

Section 15. Alternative Dispute Resolution

The parties have approved the use of a Pilot Program introducing Alternative Dispute Resolution (ADR) during the informal stage of the Equal Employment Opportunity (EEO) discrimination complaint process. The ADR technique selected for use during the Pilot Program will be mediation. The Union will provide feedback to the Employer during the period of the Pilot Program.

- a. The primary objective of the Pilot Program is to establish a mechanism for resolving disputes in a non-adversarial manner. The parties believe that mediation is a way to save time and resources and to explore ways in which concerns can be resolved in ways beneficial to both the employee and the Employer. The Pilot Program will be evaluated periodically and the results of the evaluation will be shared with the Union.

- b. The Pilot Program will cover internal EEO complaints from OPM central office employees in Washington, DC, Macon, GA and Boyers, PA. Parties desiring to request mediation must contact an EEO Counselor within 45 days of the incident they believe to be discriminatory. The EEO Counselor will assist them in submitting their request for mediation. The mediation sessions will be conducted off-site by a neutral third party contracted through the Federal Mediation and Conciliation Service (FMCS). The selecting of the mediator will be left to the discretion of FMCS. The mediator has no authority to make decisions and cannot act as an advocate for either the employee or for the Employer. Each side has the right to have a representative present to assist them during the mediation session. If a resolution is reached, the agreement will be reduced to writing and, when approved by all necessary parties, is binding on the parties to the agreement. If resolution is not reached, the employee will have the opportunity to file a formal EEO complaint.

Article 5: Disabled Employees

Section 1. Recognition/Compliance

The parties commit themselves to a work environment which is in accordance with the Rehabilitation Act of 1973 and its amendments [See PL 93-112, 93-516, 99-506) and 29 C. F. R 1613].

Section 2. Definition

For purpose of this Agreement, the definition of qualified handicapped person is one who, with or without reasonable accommodation, can perform the essential functions of the position in question without endangering the health and safety of the individual or others, who depending upon the type of appointing authority being used:

1. meets the experience and/or education requirements (which may include passing a written test) of the position in question; or
2. meets the criteria for appointment under one of special appointing authorities for handicapped persons [29 C F R 1613.702(f)].

Section 3. Reasonable Accommodation

(a) The Employer shall make reasonable accommodation to the known physical or mental limitations of a qualified handicapped applicant or employee unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of its program.

1. Reasonable accommodation may include, but shall not be limited to:
2. making facilities readily accessible to and usable by handicapped persons; and

(b) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, the provision of readers and interpreters, and other similar actions.

(c) In determining pursuant to, Subsection (a) above, whether an accommodation would impose an undue hardship on the operation of the Employee in question, factors to be considered include: (1) The overall size

of the agency's program with respect to the number of employees, number and type of facilities and size of budget; (2) the type of agency operation, including the composition and structure of the agency's work force; and (3) the nature and cost of the accommodation [29 C F R § 1613.704].

Section 4. Prohibited Discrimination

The Employer will continue to provide a program to assure nondiscrimination on the basis of physical or mental handicap, and further, the Employer will process complaints of discrimination based on physical or mental handicap [29 C F R 1613.701(a)].

Section 5. Training

The parties agree that there will be no distinctions in training opportunities, except as provided below:

When the Employer provides training to a qualified handicapped employee, the Employer will consider the nature and severity of the handicapping condition and provide reasonable accommodations, when making arrangements for such training.

Section 6. Policy

The parties agree to a policy of non-discrimination and agree to cooperate in providing equal opportunity in employment (including promotion actions) for all persons and to prohibit discrimination because of handicapping conditions.

Section 7. Orientation

During orientation, employees will be encouraged to establish a medical file with the Health Unit to facilitate prompt treatment in the event of medical emergencies.

Section 8. Joint Committee

Complaints raised by qualified handicapped employees to the Union and recorded on walk-in sheets will be forwarded to the Labor-Management Committee in accordance with Article 2, Section 17 (1).

Article 6: Training and Career Development

Section 1. Policy

The Employer is committed to a positive program of employee development utilizing the resources of the Employer and the community and the full range of training and development techniques consistent with the Employer's needs, training regulations and its internal training budget allocations. The Union and Employer are committed to actively support training programs that encourage self-development activities on behalf of employees and to identify avenues to meet OPM's mission where employees are able to enhance their skill, knowledge and ability to meet agency objectives.

The Employer endorses a positive program of employee development utilizing the resources of the Employer and the community and the full range of training and development techniques consistent with the Employer's needs, training regulations and its internal training budget allocations. The Union agrees that it will actively support programs to encourage self-development activities on the part of employees.

Section 2. Training Report

The Agency will furnish the Union with an annual report of the training provided to bargaining unit employees. The breakdown of the report will be by office or service, listing the occupation code, occupation title, course title, expense of course and course date(s).

The Employer will furnish the Union a copy of the Annual Training Report when published.

Section 3. Available Courses

The Employer agrees to make available to employees information concerning courses and programs that it is aware are available from either Government or non-Government sources. Information may be obtained from Program Management offices or the Office of Human Resources and Equal Employment Opportunity (OHREEO). Employees will be notified of the availability of this information.

Section 4. Staffing Projections

The Employer will provide the Union semi-annual unit staffing projections by organization and job series for the coming year to the extent known.

Section 5. Qualification Evaluation

Upon receiving a request, which is accompanied by an SF-171 or resume in conjunction with KSA's, the OHREEO will evaluate an employee's qualifications for any position or provide general career counseling. If the employee falls short of being basically qualified for a position, the employee will be informed of measures, including education, experience and training, which would help the employee meet qualification requirements and measures which could possibly better qualify the employee for the position.

Section 6. Remedial Training

The Employer will pay for remedial training deemed necessary by the supervisor to remedy deficiencies identified in an employee's performance evaluation, to the extent funds permit.

Section 7. Publicity

Specifically, the parties agree that:

1. employees will be informed semi-annually of the resources available in the Career Center and Agency Learning Labs - resources will include self-paced programs and computer based programs.
2. employees will be informed annually of opportunities available in external career development programs, e.g., Women's Executive Leadership Program, Executive Potential Program, New Leader Program, etc. Information and instructions about these external career development programs will be publicized in the OPM-AM, on the TV screens, with poster boards on the first and ground floors, through e-mail and on the Agency & Local 32 bulletin boards and other media as they become available.
3. information about other training and development opportunities will also be publicized in the OPM-AM, on the TV screens, with poster boards on the first and ground floors, through electronic mail and on the Agency and Local 32 bulletin boards, and by other media as they become available.
4. Agency and Local 32 bulletin boards will permanently post information on career guidance and counseling;

5. the OHREEO will offer career guidance regarding OPM occupations, specific qualifications and qualifying training and experience, by appointment only.
6. in an annual announcement, employees will be encouraged to seek career guidance, when needed, from mentors, coaches and by appointment only from the staff of the OHREEO.
7. new employees will receive career development information in orientation as part of their briefing on the OPM Core Competency Training and Development Model.

Section 8. Seminars

In conjunction with input from AFGE Local 32, topical seminars will be held quarterly to educate employees on various issues. The seminars can be more frequent if AFGE Local 32 and OHREEO representatives agree. Topics and agendas will be developed that are necessary for employee self-improvement. The Employer will publicize the seminars in OPM-AM and on the television monitors on the first and ground floors, on bulletin boards and e-mail.

Section 9. Training and Career Development Information

The Employer will publish and distribute a semi-annual Memo to Employees on Training and Career Development Information. The memo will include:

- a. a description of the career counseling program provided by OHREEO, as described in Section 7 of this Article, and encouragement for employees to use the program;
- b. a description of the general career guidance material for OPM occupations available in OHREEO, as described in Section 7 of this Article, and a listing of who to contact to arrange to review the material;
- c. a reference to the location and availability of information on internal and external training opportunities for employees, and a listing of who to contact to arrange to review the material; and
- d. a statement that the Government Employees Training Act (1) authorizes agencies to operate a program, or programs, for the training of employees by, in and through Government facilities and

non-Government facilities which are or will be directly related to the performance of official duties for the Government; and (2) permits agencies to pay, or reimburse, an employee for all, or a part of, the necessary expenses of training, including all, or a part, of the pay of an employee selected for the period of training.

Section 10. New Hire Orientation

The Employer agrees that during orientation sessions new employees will be informed of:

- a. the availability of career counseling services in the OHREEO.
- b. the availability of general career guidance material, what kinds of information the material contains, where the material is located, and who to contact to arrange to review the material; and
- c. the availability of information on internal and external training opportunities, where the material is located, and who to contact to arrange to review the material.
- d. the importance of understanding the Federal personnel system, how the classification system impacts their pay, promotion, opportunities and status in event of a transfer of function or reduction-in-force (RIF); and who to contact for more information about the classification of their position.

Section 11. LMC Involvement

The Labor Management Committee established under Article 31 of this Agreement will:

- a. explore developmental programs (e.g., the Career Enhancement Program) that are flexible, adaptable, practical and necessary;
- b. designate topics and agendas for the seminars described in Section 8 of this Article; and
- c. assess the effectiveness of the implementation of this Article.

Article 7: Performance Standards and Development

Section 1. Definitions

- a. A performance plan consists of all of an employee's written critical and non-critical performance elements and their annual work plan if applicable, performance standards, and rating levels.
- b. A performance standard is a statement of the expectations or requirements established by the Employer for a critical or non-critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance. Performance standards will, to the extent feasible, permit the accurate evaluation of individual job performance and results in keeping with the OPM Strategic Plan.
- c. A critical element is a component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.
- d. A non-critical element is a component of an employee's position which does not meet the definition of critical element, but is of sufficient importance to warrant written appraisal. Non-critical elements are optional and may be used at the Employer's discretion.

Section 2. Employee Involvement

- a. Performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of the objective criteria (which may include the extent of courtesy and responsiveness demonstrated to the public and to OPM's internal and external customers) related to the job in question for each employee or position under the system.
- b. Each organization shall implement a mechanism that will allow Local 32 and impacted bargaining unit employees (designated by Local 32), to be involved in the development of performance plans and a mechanism to ensure that elements designated as critical will meet the definition of critical element given in this article.

Section 3. Draft Performance Standards

- a. Management will forward a copy of the proposed standards and elements to the affected employees and to Local 32. The draft standards and elements shall be clearly identified as "Proposed-First Draft". Management will also forward to Local 32 the supporting documentation used to develop the draft standards where such information exists.
- b. After the proposed performance standards have been forwarded to Local 32 for comment, each affected employee will be granted, upon request, up to one hour of time without charge to leave to discuss the draft standard with Union officials. If the employee leaves the office for this purpose, the employee will report the return to the supervisor. The employee's request for time for this purpose will be granted unless there would be serious impact on the work operations of the office, in which case alternative arrangements agreeable to the parties will be made.
- c. Employees will submit any comments to the supervisor and/or Local 32. Local 32 will submit its comments, which should incorporate employee comments, to the employer within 10 workdays after the draft standards have been received. After receiving these comments, the Employer may, and at the Union's request, shall meet with affected employees to discuss the comments before the standards are finalized. The Union will be invited to participate in any such meeting.

Section 4. Final Performance Standards

- a. After the Union has delivered the comments to the Employer or after 10 workdays have elapsed, whichever is sooner, the Employer will, after consideration of any comments, finalize the performance standards of all affected employees, The final standards and elements shall be clearly identified as "Final", Where Union comments are not incorporated, the Union will be provided written reasons thereof.
- b. Employees will be given a written copy of their performance plan at the beginning of each appraisal period.

Section 5. Clarification of Performance Standards

- a. Not sooner than 5 workdays after the affected employees have received their finalized written performance standards, the Employer

may on its own initiative or will, at the Union's request, meet with affected employees for the purpose of clarifying the final standards.

- b. When held, the Union will be notified and may participate in any such meetings. Whether or not a meeting is planned, the Union may suggest to the Employer clarifications to the final standards which it believes would make the Employer's intent clearly understandable to the affected employees.

Section 6. Minimum Appraisal Periods

- a. Employees may be appraised against existing standards that roll over no sooner than 90 days after final standards have been communicated to them.
- b. Employees may be appraised against new or revised standards no sooner than 120 days after the new or revised standards have been communicated to them,

Section 7. Records

All records maintained under this Article must meet the requirements of 5 C F R, Part 297 (Protection of Privacy and Personnel Records).

Section 8. Overall Review of Performance Plans

On an annual basis the Labor-Management Committee will assess, by the use of representative sampling techniques, the overall appropriateness of bargaining unit performance plans and advise the Director of the Office of Human Resources and EEO or his or her designee on ways to improve performance plans. The Committee may not approve or modify the plans.

Article 8: Performance Appraisal

Section 1. Annual Ratings

- a. All employees shall be formally appraised against the performance standards established for their positions on an annual basis. In addition, interim appraisals must be completed within 30 days after:
 1. an employee moves from position to another; and
 2. an employee completes a detail lasting 90 days under the same standard or,
 3. an employee completes a detail lasting 120 days under new standards.
- b. When a supervisor vacates a position, the supervisor should complete an interim rating provided that the employee was under standards for 90 days for roll over standards or 120 days for new standards. The interim rating will not be considered a rating of record, but will be factored into the annual appraisal at the end of the rating period,

Section 2. Standards Reviews

If after being under new or newly revised standards for 120 days an employee's performance falls below Fully Successful, the employee may request a review of the standards for that element by the official with authority to revise standards. The reviewer will determine whether the performance standards are flawed and will inform the employee of the results of the review.

Section 3. Scheduled Appraisals

The supervisor of record will be responsible for preparing and timely processing appraisals, taking into account, where possible, the employee's performance throughout the entire appraisal period. Where there are no agreements in place, the following schedule will be adhered to:

- a. For General Schedule (GS) employees at grades 13 through 15, the appraisal period will be from July 1, through June 30. Appraisals must be completed between July 1 and July 31, immediately following the appraisal period.

- b. For General Schedule employees at grades 7 through 12 and Federal Wage System employees at grades 7 through 9, the annual appraisal period will be from November 1 through October 31. Appraisals must be completed between November 1 and November 20, immediately following the appraisal period.
- c. For General Schedule and Federal Wage System employees at grades 1 through 6, the annual appraisal period will be from November 21 through November 20. Appraisals must be completed between November 21 through December 12, immediately following the appraisal period.

Members of the above groups will be notified by letter 60 days prior to the periods in which appraisals must be completed, e.g., GS 13 through 15 will receive a notice no later than May 1.

Section 4. Appraisal Review

All appraisals must be reviewed at a higher management level to assure consistency and fairness. This will be done before the appraisal is communicated to the employee,

Section 5. Performance Data Requests

Individual offices which routinely provide employees with performance data (e.g., biweekly, monthly, quarterly) used to evaluate their performance will establish and communicate to employees timetables for providing them with the production data. The data must be provided to the employees within 2 weeks of the scheduled time. Any employee who does not receive the data within 2 weeks of the scheduled time, shall request, orally or in writing, that the data be provided. The supervisor shall respond promptly to the request.

Section 6. Progress Review

- a. Each employee will receive a progress review midway (5-7 months) through the annual appraisal period.
- b. Management will notify Local 32 of any delay that will prevent management from giving the employees their midyear progress review timely.
- c. Organizational and individual notification of the progress review will be given 30 calendar days prior to the midyear. Notification will be in

the form of an employee letter and by messages displayed on the television screens on the first and ground floors. The result or the substance of the progress review is not grievable. During the progress review management will inform the employee of:

1. the level of performance by comparison with the performance elements and standards established for their position.

And upon employee request will:

2. discuss performance based on job competencies where developed;
 3. suggest ways to improve performance to reach next performance level or grade, if needed; and
 4. make available training or assistance to improve performance via OJT, Career Resources Center, Individual Learning Center, Career Development Center.
- d. The progress review will be documented on a AProgress Review Certification@ form (See Appendix (B)). Supervisors and employees will also sign the Performance Appraisal Form for OPM Employees (Form 1459-B).
- e. The result or the substance of the progress review is not grievable.

Section 7. Documentation Retention

- a. Failure by an employee to meet a performance standard at a minimally acceptable level on any element will be brought to the employee's attention as soon as such failure is noticed.
- b. All documentation referred to in Section 6(a) will be removed from all Agency records one year after it is filed. The documentation mentioned does not refer to the performance appraisal.

Section 8. Verbal Counseling

- a. An employee will be verbally informed of a performance related problem as soon as the problem is noticed and prior to the issuance of an official counseling memo unless the employee is on leave or other similar special circumstances exist. "Performance related problem" is

one that would result in the employee receiving a less than "Fully Successful" performance rating on any element.

- b. An employee notified of deficiencies will be verbally counseled regarding:
 - 1. exact nature of the problem;
 - 2. critical or non-critical performance elements involved;
 - 3. any training or assistance (i.e. OJT) needed to improve performance; and/or
 - 4. specific steps needed to resolve the performance problems (s).

Section 9. Training

The results of performance appraisals must be used as one factor in determining the training needs of employees.

Section 10. Awards and Recognition

Local 32 and each major organizational component are encouraged to work together to develop an awards and recognition policy that will acknowledge employee contributions in helping the agency meet its strategic goals.

Article 9: Unacceptable Performance Actions

Section 1. Advance Notice

In accordance with 5 U.S.C. 4303, at any time during the year a supervisor may propose the reduction in grade or removal of an employee for unacceptable performance in one or more critical elements of the employee's current performance plan. The advance notice must state:

1. the critical element or elements involved;
2. the performance standards for minimally acceptable performance for those critical elements;
3. the specific instances of unacceptable performance for each critical element involved;
4. that the employee may be represented by an attorney or other representative, including the Union;
5. that the employee has 30 calendar days in which to respond orally or in writing or both, and that the agency may, for good cause, extend this time for an additional 30 calendar days (5 C F R § 432.106(a)(4)(I)(B));
6. that there will be a written decision concurred in by an official who is in a higher position than the supervisor who proposed the action;
7. that if the decision is to remove the employee or reduce the employee's grade, the written decision will specify the instances of unacceptable performance upon which the decision was based;
8. that if an employee wishes to raise the issue of a medical condition which may have contributed to the unacceptable performance, the employee may furnish medical documentation for consideration;
9. that an employee who raises an issue of a medical condition and who has the requisite years of service, may file an application for disability retirement [5 C F R 432]; and

10. than an employee who raises an issue of medical condition may request a reasonable accommodation, which will be considered if medical documentation is provided.

Section 2. Opportunity to Improve

- a. Failure to meet the standards for minimally acceptable performance on one or more of the critical elements constitutes unacceptable performance. The Employer may reduce in grade or remove employees whose performance is unacceptable.
- b. Before taking such action, the Employer shall offer assistance and job performance counseling to employees in trying to improve unacceptable performance by considering appropriate training and other ways to improve performance as provided for in regulations and this agreement. Management will meet with the employee to discuss the criteria of a performance improvement plan prior to its issuance.
- c. If, because of performance improvement during the advance notice period, the employee is maintained at the same grade level, and the employee's performance continues to be acceptable for one year from the date of the advance written notice, any entry or other notation of the unacceptable performance will be removed from all agency records relating to the employee.

Section 3. Proposed Notice

- a. A decision on a proposed reduction in grade or removal will be issued within 30 calendar days after expiration of the advance notice period, The advance notice period may be extended in accordance with 5 C F R 432. The decision will be based only on those instances of unacceptable performance by the employee which occurred during the one year period ending on the date of the advance notice of proposed action, and for which the advance notice and other requirements of this Agreement and of 5 U.S.C. § 4303 are complied with.
- b. The Employer will present to the employee, no later than 5 workdays after the date of the advance notice, all documentation used in support of the proposed action. If additional time is needed to provide the documentation, the employee response time will be adjusted accordingly.

- c. The information in the documentation will be released in accordance with applicable laws and regulations. The Employer will have the opportunity to submit additional documentation to rebut any charges made by the employee after receiving the documentation.

Section 4. Decision Notice

The written decision will state that the employee, if dissatisfied, may file a grievance or invoke the Alternative Dispute Resolution Procedure under the Negotiated Grievance Procedure. If the decision is one which is appealable to the Merit Systems Protection Board, the decision notice will notify the employee of this fact, of the procedures and deadlines applicable for filing such an appeal, and of the employee's right to file a grievance in lieu of such an appeal,

Section 5. Criteria

- a. An employee who is given an opportunity to improve unacceptable performance on one or more critical elements must demonstrate acceptable performance on those critical elements during the opportunity period and maintain acceptable performance on those critical elements for one year from the beginning of the opportunity period. Failure to achieve acceptable performance on the critical elements during the opportunity period or to maintain it during the remainder of the one year period may result in removal or reduction in grade without any further opportunity to demonstrate acceptable performance.
- b. An employee who is given an opportunity to improve unacceptable performance and who demonstrates acceptable performance during the opportunity period and maintains acceptable performance for a full year from the beginning of the opportunity period shall be given a new opportunity to improve if performance again falls below the acceptable level.

Article 10: Promotion

Section 1. Policy

The merit promotion policy of the Office of Personnel Management is to ensure that all positions are filled with the best qualified candidates consistent with the Agency's strategic goals, mission and objectives, merit principles and affirmative action goals. This Article contains the procedures to be used in making promotions to bargaining unit positions when competition is required by 5 CFR 335. OPM's strategic goals will be in compliance with merit promotion principles.

Section 2. Reclassification

Management will consider all appropriate regulatory options when making its determination.

Section 3. Career Ladder Promotion

- a. The Employer will promote an employee in a career ladder as soon as the employee meets the eligibility requirements and has demonstrated the ability to perform at the higher level, as previously defined by the Employer.
- b. The journeyman level is that level for which work is available for all members of the career ladder group. It is understood that this level will change based on the Employer's determination of the level of work it wishes to have performed.
- c. Only in cases where certain conduct is logically inconsistent with fully successful performance at the higher level will this factor be considered in determining whether the employee has demonstrated the ability to perform at the higher level.
- d. The Employer will discuss with the employee the type of progress needed to meet the criteria for a career ladder promotion at the documented progress review or at the time of the annual rating of record.
- e. If an employee raises the issue of opportunity to perform higher level work with the supervisor, the supervisor will respond in writing within five (5) workdays.

- f. An employee may request in writing a noncompetitive promotion from their immediate supervisor. The employee will be notified in writing of the approval/ disapproval of the request within thirty (30) calendar days. The request for Personnel Action will be forwarded to the personnel office within thirty (30) calendar days of approval.

Section 4. Vacancy Announcements

Whenever it is necessary to advertise a position or positions through competitive merit promotion procedures, posting of a vacancy announcement will be the primary means of locating candidates. One of three kinds of vacancy announcements may be used: a regular, one-time announcement; a standing register announcement; or an open-continuous announcement. All announcements will be posted for a minimum period of 10 workdays and include:

- a. title, series, pay plan and grade(s) (or pay rate) including known promotion potential, if any;
- b. organizational and geographic location, including exact duty station;
- c. opening and closing dates, plus any other information dealing with how application receipt will be controlled;
- d. the number of positions intended to be filled from the resulting promotion certificate; up to three additional positions may be filled without Union notification.
- e. a summary of the duties of the positions;
- f. special working conditions such as tour of duty, travel requirements, expected overtime, etc.;
- g. a summary of the qualifications required, including selective factors;
- h. the date by which applicants must meet qualifications and time-in-grade requirements;
- i. the knowledge, skills, abilities, and other characteristics that will be used to screen and rank candidates;
- j. exact filing instructions;
- k. name and phone number of personnel office contact; and

- l. a statement of equal employment opportunity.
- m. how to claim veterans' preference, if applicable;
- n. the agency's definition of well-qualified and information on how CTAP and/or ICTAP candidates may apply.

Section 5. Filing Applications

- a. Employees who wish to be considered for a particular position vacancy must follow the specific application procedures described in the vacancy announcement. The forms may be submitted by the employee, by a supervisor, or by a fellow employee acting on the applicant's behalf. The employee is solely responsible for ensuring that the application is submitted in a timely fashion. Management is not responsible for the failure of others to comply with the employee's request in this regard. Employees who hand deliver applications to the Office of Human Resources and EEO (OHREEO) will be provided a receipt upon request.
- b. Applicants may request an exception to the closing date requirements of a vacancy announcement to the Director of OHREEO under the circumstances referenced in OPM Human Resources Handbook Chapter 335, Subchapter 2-6(e)(2). This request must be made in writing prior to the issuance of a certificate of competitive eligibles to the selecting official. The request must contain the information outlined in OPM Human Resources Handbook Chapter 335, Subchapter 26(e)(2).

Section 6. Reconsideration

Employees who are found not to be basically qualified for the position for which they applied will be notified at the address on their application and will have 5 workdays from the date of the notification letter to seek a review of their applications. If at this time the employee is found to be basically qualified, the employee's application will be processed under the same procedures applied to all other applicants for the positions. The review will consider only material submitted with the original application, and will not be an opportunity for the submission of additional material.

Section 7. Selection Procedure Review

The applicant has a right to information and a review of the selection procedure as outlined in OPM Human Resources Handbook Chapter 335 Subchapter 2- 912-11, and 2-12,

Section 8. Release Date

The Employer agrees that when a unit employee is offered another position in the Federal career service, the release date given normally will not exceed 2 weeks following the end of the pay period in which the official request is made unless other mutually satisfactory arrangements are made.

Section 9. Evaluation Procedures

- a. OHREEO in consultation with the selecting official will determine the most appropriate procedure for rating qualified candidates. The options include, but are not limited to, a supplemental qualifications questionnaire, a rating panel, a subject matter expert or a personnel staffing specialist. In all cases the procedures will be based on a job-related crediting plan.
- b. If the panel method is used, the panelists may not be applicants for the position. They must hold a position which is at the same grade as the position or higher and which is not in the direct chain of command (above or below) as the position. No more than two panel members may be from the organization where the vacant position is located unless otherwise agreed upon with Local 32.
- c. All panel members will be acting in an official capacity and must refrain from discussing or releasing personal information about any applicant outside of the context of panel activity.

Section 10. Rating and Ranking

Applicants will be rated on the basis of their qualifications as matched against the knowledge, skills, abilities, and other characteristics that are accurate indicators of the likelihood of success in the position applied for.

Section 11. Selection List

The selection list for merit promotion eligibles will contain a reasonable number of candidates based upon significant break points in candidates'

scores and the number a selecting official may be reasonably expected to interview or otherwise consider.

Section 12. Selections

Selections will be made within 2 weeks of the receipt of the certificate, unless:

- a. the vacancy is being canceled; or
- b. the selecting official is making diligent efforts to make a decision.

Section 13. Voluntary Reassignments

The parties agree to the establishment of the following procedures to be used when filling positions by voluntary reassignment:

1. Within 90 days after the effective date of this Agreement and at least annually thereafter, the Employer will solicit volunteers for reassignment. Each volunteer may indicate an interest in reassignment to a maximum of three occupational series.
2. Applications of volunteers, by occupational area, will be provided to each Associate Director and Office Head.
3. The selecting official will fully consider the applications of qualified volunteers before making a reassignment.
4. These procedures will not apply when effecting reassignments under Articles 8, 17, and 18; to balance skills; reorganization; reclassification of an encumbered position, or in other cases as agreed to by the parties.

Section 14. Career Enhancement Program

The Agency will consult with the Union during the development and implementation of any future Upward Mobility/Career Enhancement Programs.

Article 11: Position Description

Section 1. Classification

The Employer will provide information and explain to the employee upon request the basis of classification of their positions, the applicable standards and the significant aspects of the nature of the work and responsibilities assigned in connection with the assignment of their positions to series and grade levels. In addition, the Employer will maintain classification standards for applicable positions in the Office of Human Resources and EEO and other places as they become available. Employees may review these standards upon request.

Section 2. Position Descriptions

Each unit employee will be given an accurate position description. When significant changes or modifications of duties and responsibilities occur, the position description will be amended within a reasonable period of time to accurately reflect such changes. In addition, the Employer will maintain classification standards for applicable positions in administrative offices for review by unit employees upon request and made available to Local 32 upon request.

Section 3. Duties As Assigned

The Employer agrees that the phrases generally worded as "other duties as assigned" or "other related duties" when used in a position description shall be interpreted as duties usually related to the position and generally at the grade level of the employee assigned to the position. The parties agree that such definition in no way restricts the employer in the right to assign work to employees and to determine job content, but rather, that should these duties become regular and recurring, they should be reflected in the position descriptions.

Section 4. Classification Appeals

When an employee believes that the position description or classification is inaccurate, an attempt to resolve the issue will be made with the immediate supervisor. If the difference cannot be resolved, OPM procedures for administrative review and classification appeal will be explained to the employee. The employee may elect to be accompanied or assisted by a Local 32 representative in dealing with the Employer concerning such

administrative review and appeal. Since a desk audit is a fact finding procedure involving discussion between the employee and the classifier on matters specifically related to the job, the Union will only receive prior notification of desk audits that impact more than one (1) bargaining unit position or when management initiates a desk audit of positions incumbent by bargaining unit employees. The employee maintains the right to Union representation should the employee reasonably believe that an unfavorable action may occur.

Article 12: Personnel Files

Section 1. Employee Access

No material reflecting adversely on an employee's behavior or character, other than those materials prohibited from disclosure by law or Government wide regulation, will be placed in an employee's Official Personnel File (OPF) or in any other Personnel file accessible to the Agency without the employee being provided a copy. Employees who dispute the accuracy of such material may request that it be corrected or removed. If the request is denied, an appeal of the denial may be filed in accordance with 5 U.S.C. § 552 a(d)(2) and (3).

Section 2. Review of OPF

Except as provided otherwise by regulations, employees may review (or, in writing, authorize representatives to review) their OPFs and photocopy any documents in them.

Article 13: Time and Attendance

Section 1. Basic workweek

Whenever possible assignments to tours of duty shall be scheduled in advance over periods of not less than one week, The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall consist of 40 hours generally scheduled on 5 days of 8 working hours each Monday through Friday.

Section 2. Holidays

The occurrence of holidays shall not affect the designation of the basic workweek. Ordinarily, breaks of more than one hour shall not be scheduled in any workday..

Section 3. Change in Tours

Whenever possible, employees will be notified of changes in tours of duty scheduled no later than one week prior to the beginning of the workday affected.

Section 4. Schedule Changes

The Employer agrees to make every effort to schedule at least 15 hours between changes in any employee's shift.

Section 5. Flexitime

The provisions of OPM Human Resources Handbook, Chapter 610, establishing flexible working hours for Central office employees, shall remain in effect except as changed by this Agreement.

Section 6. Breaks

Each employee shall be granted a 15 minute rest period during each 4 hour period of work, rest periods will not be continuation of lunch and will not be granted immediately after the beginning of the workday or immediately prior to quitting time.

Section 7. End of Workday

Each employee will be provided reasonable time prior to the end of the workday for preparing work reports and reasonable time (not to exceed 5 minutes) for securing the work area.

Section 8. Core Time

Core time will be from 9:30 a.m. to 11:30 a.m. and from 1:30 p.m. to 3:30 p.m., Monday through Friday. Core times will be adhered to on all days employees report for duty.

Section 9. Arrival and Departure

Employees are responsible for fulfilling the obligation to account for their basic work requirement each day period. Unless Management determines it is not practical or feasible, employees are required personally to: sign in and list arrival time on seriatim sign in sheets and sign out and list departure time on seriatim sign out sheets. Their signature certifies their daily arrival and departure times, Employees who take advantage of the flexible lunch period must sign out upon departure for lunch and sign in upon return from lunch.

Article 14: Overtime

Section 1. Transportation

In accordance with existing OPM policy, an employee required by the Employer to work overtime who must travel between office and home during hours of darkness, and who is dependent upon infrequently scheduled public transportation, will be reimbursed for taxi cab fare to a point at which public transportation can be obtained, or if necessary to the health or safety of the employee, to the employee's home, if prior approval from an authorized official is obtained.

Section 2. Leave

The use of approved annual and/or sick leave during a workweek in which overtime will be authorized shall not, in and of itself, bar an employee from consideration for voluntary overtime. It is understood, however, that on an individual basis, supervisors may determine that leave usage in a workweek could be grounds for denial of voluntary overtime when it has been determined that employees are using leave to force the use of overtime to accomplish an assignment or to carry out the regular duties of a position, or if the employee has been counseled or disciplined.

Article 15: Leave

Section 1. Annual Leave

- a. The parties agree that the use of annual leave is the right of each employee, to be used for scheduled vacations as well as for shorter periods as may be needed by employees. The use of annual leave is subject to the needs of the Employer, and requires approval by an employee's supervisor.
- b. When a request for annual leave has been denied, the employee will be advised of the reason for denial by the supervisor. It shall be the joint responsibility of the Employer and the employee to schedule annual leave in such a manner throughout the leave year so that the employee will not be required to forfeit excess leave.
- c. Whenever possible, the approval of annual leave must be obtained in advance. In cases where advance approval is not possible, the employee, whenever possible, will request annual leave by contacting the employee's supervisor as soon as possible on the day the leave is needed.
- d. The employee may request advance annual leave. Advanced annual leave cannot exceed what an employee will accrue for the remainder of the leave year.

Section 2. Sick Leave

- a. Employees will be required to notify their supervisors prior to using sick leave, except in cases of emergency. It is understood, however, that the exercise of the right to use sick leave is used for the purposes specified in appropriate regulations.
- b. Employees will be granted sick leave for adoption, medical, dental, optical examination or treatments for themselves or for eligible family members in accordance to 5 CFR 630.401 when requests for such sick leave are submitted and approved in advance (sick leave for family care is limited to 40 hours of sick leave each leave year for full-time employees. An additional 64 hours may be used as long as you maintain a balance of at least 80 hours of sick leave.).
- c. Employees who are incapacitated from duty because of serious disability or ailments may request advance sick leave not to exceed

30 calendar days. Such requests will be granted providing the following conditions are met:

1. The employee has exhausted all accrued sick leave;
2. There is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance and subsequent accrual; and,
3. Advance sick leave cannot exceed 240 hours in accordance with 5 USC 6307.

Consideration will also be given to an employee's overall leave record and use of any annual leave that might be otherwise forfeited. All requests for advance sick leave must be in writing and accompanied by a doctor's certificate which includes sufficient and reasonable medical information to make an administrative decision regarding the request for advance leave. The certificate must certify that the employee is incapacitated to perform the duties of the position and include a statement concerning the expected duration of the incapacitation.

Section 3. Leave Without Pay

Leave without pay (LWOP) will be granted when:

1. The Employer determines that the serious needs of the employee are sufficient to offset the costs and administrative inconveniences to the Government which result from the retention of an employee in an LWOP status; and
2. There is a reasonable expectation that the employee will return at the end of the approved period. The approval of LWOP must be obtained in advance. In cases where advance approval is not possible, the employee must request LWOP by contacting the employee's supervisor as soon as possible on the day the leave is needed.

Section 4. Absence Without Leave, (AWOL):

- a. An employee may be charged with absence without leave, (AWOL) when the employee fails to report for duty or has an unauthorized absence from the workplace during his or her work day, without prior

approval. AWOL may be used as a basis for a disciplinary or adverse action.

- b. The employee may be placed on AWOL when he or she does not request leave, even though the employee has leave.
- c. To the extent possible an employee will be notified when being placed on AWOL.
- d. If the absence is later excused, the charge of AWOL will be corrected on the time and attendance report, and the correct leave charged.

Section 5. Religious Leave

1. An employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in compensatory work for lost time without charge to leave, for meeting those religious requirements (5 CFR 550.1002).

(a) Such requests will be granted unless:

- (1) employees absence from the job for the time being requested interferes with the efficient accomplishment of the Agency's mission, or
- (2) no reasonable opportunities are foreseen within a reasonable period of time, generally thirty (30) days, before or after the grant of compensatory time off, to repay the compensatory time.

(b) Employees must notify their supervisors of a desire to take compensatory time off for religious observance. Notification should take place fifteen (15) days in advance, whenever possible.

(c) For the purpose stated in paragraph (b) of this section, the employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off should be repaid by appropriate amount of compensatory overtime work within a reasonable amount of time.

Section 6. Leave for Family Purposes

Employees must invoke their entitlement to FMLA. The Employer recognizes that employees have family responsibilities and need to balance these responsibilities and the type of leave employees may request in these

situations. Leave regulations implementing the Family and Medical Leave Act (5 CFR Part 630, Subpart L) provide greater flexibility in requesting and using LWOP B appropriate paid leave available to the employee may be substituted for the LWOP. Additionally, regulations implementing the Family Friendly Leave Act (FFLA) (5 CFR Part 630, Subpart D) describe additional family medical and bereavement uses of sick leave. The following chart gives examples of situations where sick leave may be requested. In any of the following situations an employee may request annual leave. In the event an employee does not have a sufficient balance in the appropriate leave category, LWOP may be requested.

Example of Sick Leave Situations (Employees may request annual leave)	Family and Medical Leave Act	Family Friendly Leave Act
1a) To give care to a family member for physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment	X* (Must be related to a serious medical condition if using for medical, dental, or optical exams/treatments.)	X*
1b) To give care to a family member for communicable disease that would jeopardize the health of others by your presence on the job.	X	X
2) To make arrangements necessitated by the death of a family member or attend the funeral of a family member.	N/A	X*
3) For bereavement or to attend a funeral (not a family member).	N/A	N/A
4) For adoption-related activities.	N/A	X
5) For childbirth (Mother), i.e., incapacitation for delivery and recuperation (generally six weeks).	X	X

Example of Sick Leave Situations (Employees may request annual leave)	Family and Medical Leave Act	Family Friendly Leave Act
6) For developing a close relationship with the infant or make child care arrangements.	N/A	N/A
7) Initial care of adopted child required by adoption agreement (e.g., must stay home with new child for first 3 months, etc.).	X	X

* Full-time employees may use up to 40 hours of sick leave each leave year for family care and bereavement purposes. An additional 64 hours may be used as long as a balance of at least 80 hours is in the employees's sick leave account. Part-time employees and employees with uncommon tours of duty are also covered, and the amount of sick leave they may use for these purposes is pro-rated.

Under FFLA, family members means the following relative of the employee:

1. spouse, and parents thereof;
2. children, including adopted children and spouses thereof;
3. parents;
4. brothers and sisters, and spouses thereof; and
5. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Additionally, the Family and Medical Leave act (FMLA) provides certain Federal employees a total of 12 administrative workweeks of *unpaid* leave during any 12-month period for one or more of the following specific reasons:

1. The birth of a son or daughter of the employee and the care of such son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;

3. The care of a spouse, son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition; or
4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Employees will remain in their same or equivalent position after returning from FMLA leave.

Local 32 and each major organizational component of the agency are encouraged to work together to develop family friendly options that will:

- maintain and or improve the employees quality of life;
- better serve the agency, its internal and external customers and the agency mission;
- improve employee morale.

Family Friendly Options:

- Maxi Flex
- Flexiplace/telecommuting
- Alternative Work Schedules
- Flexitime
- Time-off as an Incentive Award
- Other than Full-time Work Schedule
 - Part-time Employment/ Intermittent Employment
 - Mixed Tours of Duty
- Job Sharing/Space Sharing
- Leave Transfer
- Leave Bank
- Sick Leave for Adoption
- Sick Leave to Care for Family Members

Section 7. Voluntary Leave Transfer Programs

The Voluntary Leave Transfer Program is available for employees who have exhausted all appropriate leave and need to continue to be absent for a prolonged period either for their own medical condition or to attend to a family member's medical condition. Staff from the Office of Human Resources and EEO are available to consult with employees regarding the specific criteria and their eligibility. Employees may donate annual leave to any individual who qualifies. However, an employee may not contribute to his or her immediate supervisor.

Section 8. Leave Restriction

(a) When the supervisor gives the employee a leave restriction memorandum, the memorandum will clearly state the length of the leave restriction (up to 180 calendar days) and the effective date for review which will be no longer than midway through the restriction period.

(b) During the review, the employee will be notified of the decision or the continuation of the leave restriction. If the employee's leave is not reviewed at the end of the leave restriction period, the employee may request a review of the leave restriction. The supervisor will respond to the employee's request within 10 workdays.

Section 9. Leave Records and Requests

(a) Normally leave requests and approvals will be requested and/or documented on the Standard Form 71. In cases of emergencies an employee may be granted leave as requested.

(b) Official leave records of any employee, including any medical information, will not be disclosed to anyone except under the provisions of applicable regulations and the provisions of the Privacy Act, or with written permission of the person involved. Medical information shall be divulged only on a need to know basis and is covered by the Privacy Act which contains civil and criminal penalties.

Article 16: Safety and Health

Section 1. Overview

The Employer agrees to continue to provide a safe and healthful place of employment for all employees consistent with the provisions contained at 29 C F R Part 1960, and applicable laws. The Union agrees to cooperate with and assist the Employer in meeting this responsibility.

Section 2. Safety Suggestions

(a) In furtherance of Section I above, the parties, through their respective publications, will encourage employees to submit suggestions regarding safety and health under the Employee Suggestion Program. The Union will be given a copy of all safety suggestions submitted by employees upon receipt by the Employer.

(b) Employees will also be encouraged to submit Safety Hazard Notices through their supervisors (or directly to the Safety officer with a copy to the supervisor).

Section 3. Safety and Health Committee

(a) The Safety and Health Committee will be composed of a maximum of 6 Union representatives and an equal number appointed by the Employer. The Agency's Safety Officer will be a member of the Committee. The Committee will meet quarterly and the first meeting will be held within 30 days from the signing of this agreement. If no items are submitted to the Chairperson, no meeting will be held. Special meetings shall be held as necessary and called at the discretion of the Chairperson, Employer or Union.

(b) The Chairperson of this committee shall alternate between the Employer and Union and will serve in this capacity no longer than 6 months.

Section 4. Emergency Evacuation/ Fire Safety

(a) The Employer will maintain in good working order the fire alarms, fire extinguishers and all other emergency evacuation/ fire safety equipment in accordance with applicable regulations.

(b) Management will provide adequate training for Hall Monitors upon appointment and keep them abreast of equipment usage, evacuation plans,

assisting the physically challenged and procedures to follow in case of an emergency.

Section 5. Accident Reports

(a) Consistent with the Privacy Act, the Employer will provide to the Union, on a quarterly basis at the Safety and Health Committee meeting, information with regard to each accident which occurred during the reporting period. The report will contain the following specific information:

1. date and time of the accident;
2. location of the accident;
3. nature of the injury, if any; and
4. cause of the accident, if known.

(b) The Safety Officer shall also provide a quarterly status report of potential safety hazards identified and/or corrected in OPM facilities during the preceding quarter or at the request of the Safety and Health Committee.

Section 6. Protective Clothing and Devices

Protective clothing and devices, when necessary and required by the Employer, shall be furnished by the Employer and used by the employee.

Section 7. Safety and Health Education

(a) Employees injured on the job will be promptly informed of the procedures for filing claims under the Federal Employees Compensation Act.

(b) As a part of the Employer's educational initiatives, an annual Employee Letter (including information on establishing a medical file) addressing safety and health issues will be published.

(c) To further enhance the employees knowledge of various rules and regulations affecting safety and health, the parties agree to undertake initiatives to better educate employees on safety and health issues.

Section 8. Official Time

In accordance with 29 C F R § 1960.10(d), union representatives shall be authorized official time for safety and health activities, such as, training, investigating and reporting accidents and complaints, and attending Safety and Health Committee meetings.

Section 9. Worksite Inspections and Investigations

(a) The Employer will recognize Union officials in their safety and health capacities who present themselves at a worksite that has a real or perceived safety or health condition and share information on the incident with the Union Official(s).

(b) Union Official(s) will have access to such work sites after first obtaining approval from the appropriate supervisor. Approval will be promptly granted unless such access would have serious impact on work operations, in which case alternate arrangements agreeable to the parties will be made.

(c) Normally, worksite inspections and investigations will be conducted by a member(s) of the Safety and Health Committee.

Section 10. Employee Health and Facilities Concerns

The Union or employees may bring to the attention of the Employer at any time concerns about employee health and facilities issues related to space, furniture, equipment, lighting or noise. The parties recognize that, to the extent practicable and within budgetary constraints, efforts will be made by the Employer to alleviate these concerns and conditions.

Article 17: Counseling and Reprimands

Section 1. Coverage

This Article covers oral and written counseling, including warnings and admonishments, and written reprimands. To the extent practicable, meetings with employees under this Article will be held in a private setting.

Section 2. Counseling

(a) Where appropriate, an employee whose conduct indicates a need for corrective action will be counseled by the immediate supervisor or other management official. The immediate supervisor or management official will make it clear to the employee that the meeting is a counseling session.

(b) Oral and written counseling, including warnings and admonishments, are not disciplinary actions and are therefore, not grievable. Written counseling memoranda must be given to the employee.

(c) Any subsequent disciplinary actions which are based on such counseling are grievable under Article 22 of the Collective Bargaining Agreement.

Section 3. Pre-Disciplinary Meetings

When a supervisor conducts a meeting with an employee regarding misconduct and the supervisor reasonably believes that the next instance of misconduct of the same nature and severity will result in disciplinary or adverse action, the supervisor shall:

1. to the extent practicable, give prior notification to the employee of the nature of the meeting and that the session will be documented. Prior notification may not be practicable in the event of egregious offense;
2. remind the employee of any previous discussions held with the employee regarding the same or similar misconduct;
3. tell the employee what was done wrong;
4. tell the employee what the Employer's expectations are.

Section 4. Written Reprimands

(a) Written reprimands are disciplinary actions and as such must be fair and equitable. They must be given to the employee. The reprimand will specify

the reasons for the action and advise the employee that the action is grievable under Article 22 of the Collective Bargaining Agreement. An employee will be informed of his/her right to union representation prior to commencement of any meeting concerning the written reprimand.

(b) A written reprimand is retained in the Official Personnel Folder, (OPF) for up to two (2) years. However, the employee may request that it be removed from the OPF after one year, provided that there are no further instances of same or similar misconduct. Denial of this request is grievable.

(c) If a reprimand is not removed under (b), above, it will be purged from the Official Personnel Folder OPF two years after issuance.

Article 18: Adverse Actions

Section 1. Coverage

This Article covers suspensions for fourteen (14) days or less; suspensions for more than fourteen (14) days; reductions in grade or pay; furloughs of thirty (30) days or less; and removal actions as defined in 5 USC 7501 and 5 CFR Part 752. It does not cover reductions-in-grade or removals under 5 USC 4303 and 5 CFR Part 432.

Section 2. Standards for Adverse Actions

(a) Adverse actions will be fair and equitable (that is, in accordance with the ADouglas Principles@) and will be taken against an employee only for such cause as will promote the efficiency of the service. The employer will consider appropriate third-party decisions raised by the employee or employee's representative when taking adverse actions.

(b) Although supervisors and managers should be consistent in selecting adverse actions for like offenses, consistency solely for the sake of consistency should be avoided. Consideration should be given to all factors involved in each situation when deciding what penalty is appropriate. The following are some of the factors that may be relevant in a particular case.

1. the gravity of the infraction or offense;
2. the existence of any mitigating circumstances;
3. the frequency of the offense (isolated incident or one in a series of offenses);
4. the equity of the proposed penalty in relations to the infraction or offense; and
5. the type of position occupied.

Section 3. Employee Response to Proposed Action

(a) When an employee is provided a notice of proposed action to suspend or remove, the employee will be given ten (10) workdays to prepare a response to the charges. The notice will include a statement that the employee is entitled to representation, including representation by Local 32. The employee will be able to respond orally and/or in writing to the Deciding Official who will have the authority to make the decision. Upon written

request, the Deciding Official will permit a one time extension of five (5) workdays for the response period.

(b) Upon request, the employee will be entitled to a copy of the materials on which the action is based. The materials usually will be available on the day the proposed action is given to the employee. If they are not the ten (10) workday response period in Section 3 (a), above, will begin on the day the materials become available. If the Agency produces additional documentation to support the proposed action, after the employee has received a copy of the materials on which the proposed action was based, the employee will be given an additional ten (10) workdays to prepare a response.

(c) The decision letter will contain an explanation of the Douglas Factors used arriving at the final determination. The letter will include the effective date of the action, the ending date of a suspension, if appropriate, the period of time the letter remains in the employee's file, and applicable appeal rights.

(d) Upon written request from the Union, the employer agrees to consider staying the adverse action for up to forty-five (45) days while the decision is being appealed. The Agency will respond in writing to the request within three (3) workdays.

Section 4. Decision Letter

(a) The Employer will conduct any inquiry, as necessary, as well as carefully and thoroughly consider the response before issuing a written decision sustaining, rejecting or mitigating the proposed action.

(b) The Partnership and Employee Services Division will certify on the agency file copy of the decision letter that the decision letter conforms to applicable legal and technical requirements as provided in 5 CFR Part 752. Upon request, the employee will receive a copy of the agency file copy of the letter.

(c) The decision letter will contain an example of the Douglas Factors used in arriving at the final determination. The letter will include the effective date of the action, the ending date of a suspension, if appropriate, and applicable appeal rights.

(d) Consistent with the Privacy Act, 5 USC 552(a), the Union may contact the Partnership and Employee Services Division to discuss the penalty in a particular action.

Section 5. Documentation Retention

(a) Supervisory notes are private notes which are owned by and personal to the supervisor. However, once a supervisor's notes are shown to either Agency officials or employees or are used as a basis for disciplinary or adverse action, the notes become Agency records. However, the employee may request that all supporting documentation that are not part of the proposal or decision letters but related to the adverse action be purged from files maintained by Partnership and Employee Services Division within one year after the issuance of the action, provided that there has been no further instances of misconduct. Denial of this request is grievable.

(b) Notes and information in support of a disciplinary or adverse action become part of an Agency record, and accordingly, will not be maintained by the supervisor after issuance of the decision notice.

(c) Partnership and Employee Services Division will only release disciplinary records to Agency officials in accordance with 5 USC 552(a) et seq.

Section 6. Barring from the Building

In the event the Employer believes there is good cause for the immediate removal of an employee from the work area and intends to withhold pay from that employee during the time of the enforced removal, the withholding of pay will be accomplished in accordance with law and appropriate regulations. When a bargaining unit member is barred from the building, Local 32 will be notified.

Section 7. Grievances

Adverse actions taken under this Article are grievable under Article 22 (Grievance Procedures), Section 6.

Section 8. Other Considerations

The Employer agrees to consider, on a case-by-case basis, reasonable accommodation and consideration, in accordance with 5 CFR Part 1630 and this agreement, for any employee with alcohol or drug abuse problems who is a qualified individual with a disability.

Article 19: Travel

Section 1. Expenses

The Employer agrees to reimburse employees for official travel expenses in accordance with appropriate travel regulations.

Section 2. Reimbursement

To insure that employees will not unduly suffer financial loss for travel to high cost areas, the Employer further agrees to reimburse actual expenses, within maximum daily allowances, subject to prior approval of appropriate officials.

Section 3. Scheduling

Whenever administratively possible, employee travel should be scheduled within the employee's regularly scheduled work hours. Time spent in a travel status away from the duty station is deemed employment only when it is within the employee's regularly scheduled workweek, including regularly scheduled overtime or the travel:

1. involves the performance of actual work while traveling;
2. is incident to travel that involves the performance of work while traveling;
3. is carried out under such arduous and unusual conditions that the travel is inseparable from work; and
4. results from an event which could not be scheduled or controlled administratively.

Section 4. Overtime

Although time in travel status away from an employee's official duty station may meet the conditions in the regulations for being considered as hours of employment, it is not payable as overtime unless travel outside regularly scheduled duty hours is officially ordered or approved. Thus, to be payable as overtime, the appropriate official must require the employee to travel outside his or her regularly scheduled work hours under one of the qualifying conditions in Section 3.

Article 20: Fund Raising

Section 1. Contributions

It is recognized that health, welfare, emergency relief, and other charitable organizations depend largely upon voluntary contributions for successful achievement of their programs. Contributions and donations are strictly voluntary and no employee will be required or coerced in any way to contribute to voluntary fund raising campaigns.

Section 2. Publicity

Local 32 agrees to cooperate with the Employer in publicizing such fund drives in which the Federal Government participates and in encouraging unit employees as citizens and members of the community to consider their personal obligation to these charitable organizations.

Article 21: Employee Assistance Program

Section 1. Policy

(a) The Employer agrees to provide an Employee Assistance Program (EAP) which can help in identifying, counseling and facilitating the rehabilitation of employees with alcohol, drug-related or personal problems which adversely affect job performance.

(b) The Union and the Employer agree to provide information to employees seeking help under the Employee Assistance Program, while complying with the provisions for confidentiality, (most particularly the 1987 regulations 42 CFR Part I, governing confidentiality, as amended and interpreted, by the Department of Health and Human Services.

Section 2. Rehabilitation

When the supervisor determines that the employee could benefit from EAP services based upon any of the following reasons:

(a) The employee notifies his/her supervisor about a problem that may be negatively impacting his/her job performance; or

(b) The supervisor, through daily contact, observes that the employee is experiencing problems that are negatively impacting job performance, the supervisor will:

1. discuss the job performance with the employee; (See Article 8 and 9 on Performance Appraisal and Unacceptable Performance).
2. explain the confidential assistance and services available through the EAP; and
3. suggest that, if the employee believes he/she is having problems of a personal nature that may be adversely affecting performance, he/she should contact the EAP.

Section 3. Orientation

The Employer agrees to provide orientation for Local 32 stewards concerning EAP policies, referral procedures and program resources.

Section 4. Annual Notice

The Employer will provide employees with an annual notice concerning the services of the EAP.

Section 5. Sick Leave

Employees undergoing a prescribed program of treatment for alcohol or drug abuse problems will be granted sick leave for this purpose on the same basis as any other illness which requires absence from work.

Section 6. EAP Committee

(a) OPM's continued commitment to maintaining a viable EAP in accordance with OPM Human Resources Handbook, Chapter 792 is understood. To this end, it is agreed that a EAP Committee will be established. The Committee will be composed of two AFGE Local 32 and two agency representatives. Representatives of both parties will be appointed to serve at the pleasure of the principals.

(b) It shall be the function of the Committee to consult, as appropriate, with individuals engaged in the implementation of the EAP.

1. It shall be agreed that when the agency updates OPM Human Resources Handbook Chapter 792, EAP Guidelines, it will do so with the advice and consultation of the Committee.
2. The Committee will also perform the functions outlined in Article 30, Section 3, Drug-Free Workplace Labor Management Committee.

Article 22: Grievance Procedure

Section 1. Coverage

For the purpose of this Collective Bargaining Agreement, a grievance means any complaint filed:

- (a) by an employee concerning any matter relating to the terms and conditions of employment of the employee;
- (b) by the Union concerning any matter relating to the employment of any employee;
- (c) by any employee, the union, or the Agency concerning:
 - 1. the effect or interpretation, or a claim of breach of this collective bargaining agreement; or
 - 2. any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. Exclusions

The matters excluded are, but are not limited to, the following:

- 1. claimed violations of 5 U.S.C. Chapter 73, Subchapter III (relating to prohibited political activities);
- 2. retirement, life insurance, or health insurance;
- 3. a suspension or removal for national security reasons under 5 U.S.C. § 7532;
- 4. any examination, certification, or appointment; and
- 5. reductions in force appealable to MSPB; and
- 6. the classification of any position that does not result in the reduction in grade or pay of any employee.

Section 3. Right To File Grievances

(a) The Union may file a grievance on its own behalf or on behalf of any employee in the bargaining unit at any stage of this procedure. An employee may present a grievance without being represented by the Union. The Union shall be notified by the Partnership and Employee Services Division and be given the opportunity to be present during the grievance proceedings.

(b) Also, an employee who files a grievance may seek representation from the Union at any step of the grievance process.

(c) The parties recognize that it is an unfair labor practice to interfere with or take reprisals against any employee in the exercise of the right to file a grievance under this Article and that the filing of a grievance shall not be construed as reflecting unfavorably on an employee.

(d) In the formal grievance process, the deciding officials (In terms of complying with the CBA) will be of higher rank than the agency official who proposed or initiated the action against an employee. In cases where that official is the Director of the Agency, the director may designate a representative who is currently not party to the grievance.

Section 4. Regular Grievance Procedure

Except as provided in Section 6 of this Article, Local 32 or any employee initiating a grievance over the interpretation or application of this Agreement may proceed as follows:

Informal Step

(a) The misunderstanding or dispute shall first be taken up informally by the aggrieved employee with the immediate supervisor or lowest level management official that is able to resolve the misunderstanding or dispute. This must be accomplished within 15 workdays of the date that the employee becomes knowledgeable of the events or action promoting the misunderstanding or dispute. In performance appraisal cases, the employee will have 20 workdays.

(b) The aggrieved employee may be accompanied by a Union representative if desired. The supervisor or management official will conduct whatever investigation is necessary and discuss possible resolutions with the employee within 10 workdays of the initial informal meeting. All informal attempts to resolve an issue, shall be completed before the filing of a grievance in writing.

Step 1

(a) If a satisfactory settlement is not reached at the Informal Step and the employee elects to pursue the grievance, the grievance will be reduced to writing and submitted to the appropriate Assistant Director or designee, capable of adjusting the grievance, within 5 workdays after receipt of the

decision in the Informal Step (within 10 workdays for performance appraisals grievance). The specific nature of the grievance must be identified as well as the provisions of the Agreement involved and the relief desired, It shall also indicate the date(s) of the discussions in the Informal Step, and the name of the immediate supervisor or lowest level management official,

(b) The Assistant Director or designee will meet and discuss the grievance with the aggrieved employee and a Union authorized representative within 5 workdays of receipt of the written grievance. Employees shall not suffer any loss of pay or leave while attending such a meeting.

(c) The Assistant Director or designee shall conduct whatever additional inquiry is considered necessary and render a written decision to the aggrieved employee within 15 workdays after the meeting specified in subsection (b). Local 32 shall also be provided a copy of the written decision submitted to the grievant.

Step 2

(a) If the grievance is not satisfactorily resolved at the Step 1 level, the aggrieved employee may submit the grievance in writing to the appropriate Group Associate Director or Office Head within 5 workdays of receipt of the Step 1 decision (within 7 workdays for performance appraisals, within 10 workdays if new information is brought forth), Such official will review the record in the case including the information developed earlier in the grievance procedure and make whatever investigations and inquiries deemed necessary to render a decision.

(b) A written decision will be given to the aggrieved employee within 20 workdays of receipt of the grievance. Local 32 will also be provided a copy of the decision submitted to the grievant at the same time.

Step 3

The Union can invoke arbitration within 30 calendar days of the written decision of the grievance in Step 2 of the Regular Grievance Procedures.

Section 5. Expedited Grievance and Alternative Dispute Resolution Procedures

(a) If an employee receive a final decision on all suspensions, removals or reductions in grade or pay under 5 U.S.C. Chapter 75, and removals or reductions in grade based on acceptable performance under 5 C.S.C.

Chapter 43, the employee may choose to process the complaint in one of two ways: (1) through the expedited grievance Procedure or, (2) through the Alternative Dispute Resolution Procedure. The filing of grievance under these procedure will constitute a waiver right to appeal the action to MSPB.

Step 1

(b) the grievance shall first be presented in writing by the concerned employee to the Associate Director of Office Head within 7 workdays (if the Union currently has the adverse action file) of the issuance of the Agency's decision. If the Union does not have the adverse action file and has not been previously involved, this time limit will be 15 workdays from the day of the decision letter. The Associate Director or Office shall render a written decision within 7 workdays of receipt of the written grievance.

Step 2

(c) The union can invoke arbitration within 30 calendar days of the written decision of the grievance in Step 1 of the Expedited Grievance Procedure.

Section 6. Alternate Dispute Resolution Procedures

The following procedure shall be used to process a grievance involving all suspensions, removals or reductions in grade or pay under 5 U.S.C. Chapter 75, and removals or reductions in grade based on unacceptable performance under 5 U.S.C. Chapter 43. The filing of a grievance under this procedure will constitute a waiver of the right to appeal the action to the MSPB.

If an employee receives a final decision on a matter outlined in the preceding paragraph, the employee may choose to process the complaint in one of two ways: (1) through the Expedited Grievance Procedure or, (2) through the Alternate Dispute Resolution Procedure.

Expedited Grievance Procedure

Step 1

The grievance shall first be presented in writing by the concerned employee to the Associate Director or Office Head, within 5 workdays of issuance of the Agency decision. The Associate Director or office Head shall render a written decision within 7 workdays of receipt of the written grievance.

Step 2

The Union can invoke arbitration within 30 calendar days of the written decision of the grievance in Step 1 of the Expedited Grievance Procedure.

Alternate Dispute Resolution (ADR) Procedure

The ADR program is designed to resolve grievances in-house without going to Arbitration. The ADR procedure shall be carried out by the seven members of the LMC as outlined in section 2 of the LMC Article and shall not be delegated to a subcommittee.

(a) The grievance shall first be presented in writing by the concerned employee to the ADR Committee within 5 workdays of the issuance of the Employer's decision.

(b) When an employee chooses to raise the dispute first through the ADR Committee, the Committee will have access to any material relied upon by the Deciding Official in support of the decision. Any records to which the Committee has access, shall be subject to the Privacy Act.

(c) The Committee may consult with anyone who possesses information bearing on the matter at issue before reaching its recommendation. The employee will be given an opportunity to appear before the Committee. However, since both parties recognize the sensitive nature of the subject matter, it is agreed that the Committee will undertake measures to limit disclosure of information.

(d) The Committee's recommendation in a case shall be reached by consensus and reduced to a written Committee Report, Absent consensus, a recommendation will be made by a majority vote from among its 6 voting members. The report will not state whether it was by consensus or majority. The voting record of the Committee members shall be by secret ballot. The Committee's recommendation can be to mitigate, concur in, or reverse the action based on its findings, The Committee's final report shall be reduced to writing, and submitted by the Secretary/Facilitator to the employee within 10 workdays. A one time extension of 5 workdays will be permitted.

(e) The employee will make a decision whether to accept the Committee's recommendation within 7 workdays. If the employee accepts the recommendation, the Committee will be notified within 7 workdays of the acceptance. The Committee will then present the recommendation to the Assistant Director (Deciding Official). If the Assistant Director (Deciding

Official) for the action also accepts, the recommended action goes into effect.

(f) If the Assistant Director does not accept the Committee's recommendation, a written response will be issued to the employee within 2 workdays. If the employee does not accept the Committee's recommendation or disagrees with the Assistant Director's written response, the employee or the Union may submit the grievance to the Associate Director or Office Head within 5 workdays of the Assistant Director's decision. The Committee will forward its findings to the Associate Director or Office Head. However, the ADR Committee's findings shall not be disclosed to any third party.

Step 2

The Associate Director or Office Head shall render a written decision within 7 workdays of receipt of the written grievance.

Step 3

The Union can invoke arbitration within 30 calendar days of the written decision of the grievance in Step 2 of the Alternate Dispute Resolution Procedure.

Section 7. Employer Grievance

In grievances brought by the employer under this Agreement, a notice of decision by the local president shall be considered to be the final step of the procedure prior to invocation of arbitration, if the final decision (adjustment) has not been rendered within 10 calendar days of the initiation of the grievance, the matter may be referred to arbitration by the Employer.

Section 8. Time Limit Extension

(a) The time limits specified in this Article, except where otherwise noted, may be extended by mutual agreement of the Employer and the Union when extenuating circumstances are found to exist.

(b) Failure by the Employer to meet the time limits of the Informal Step, or Step I of the Regular Grievance Procedure in Section 4. will automatically move the grievance to the next step.

(c) Failure by the Employer to meet the Step 2 time limit in Section 4 of the Regular Grievance Procedure, or Step 1 of the Expedited Procedure in

Section 6, means that the Employer will pay 75% of the cost in arbitrating the grievance. This does not apply to late cancellation fees.

Article 23: Arbitration

Section 1. Invoking Arbitration

(a) If the Employer and the Union fail to settle any grievance processed under the procedure in Article 22, Sections 4 or 6, such grievance may, upon written notice to either party, be submitted to arbitration within 30 calendar days after the issuance of the Employer's final decision.

(b) Such final decision shall be submitted to the Union no later than the fifth workday after the final step of the grievance procedure (i.e., step 2 Regular Grievance Procedure, step 1 - Expedited Grievance Procedure, or step 2 - ADR Procedure).

(c) Should the Employer fail to satisfy time requirements as provided in this Section, the Union may move the matter to arbitration as provided herein. only the Employer and Local 32 may invoke arbitration.

Section 2. Selecting Arbitrators

(a) The Employer and the Union shall jointly select five arbitrators from the Washington, DC, Metropolitan Area for a permanent panel for this Agreement. Cases will be assigned to each on a rotating basis with the date of the original grievance determining the order of the cases, and the originally agreed upon position of the arbitrator on the permanent list determining the corresponding order.

(b) If the arbitrator to whom a case should be assigned is unable to schedule a hearing within 10 days of notification, the arbitrator next in rotational order will be assigned the arbitration case.

(c) Within 60 calendar days of the signing of this Agreement by the negotiators, the parties shall seek to establish the panel by each preparing a list of ten arbitrators which it would prefer to have on the panel. If there are any identical individuals on both lists, those individuals shall become members of the panel.

(d) Either party may agree with the inclusion of an individual from the other party's list (if not on its own list), but this shall be completely voluntary. If the full panel of five arbitrators is not completely established by this procedure, then the Federal Mediation and Conciliation Service shall, upon request, present a list of 25 arbitrators and the parties shall use the following procedures to select the remaining panel members:

1. The parties may jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of 25 impartial persons qualified to act as arbitrators in the Washington, DC, Metropolitan Area. If the request is not submitted jointly, the party making the request shall serve written notice of such request to the other party at the time the request is submitted.
2. The parties shall meet within 10 workdays after receipt of the FMCS list to seek agreement on an arbitrator. If the parties cannot mutually agree upon the panel of five arbitrators, the Employer and the Union will strike one name from the list alternately until enough names remain to fill the remaining vacancies. The toss of a coin shall determine who strikes the first name.

Section 3. Replacing Arbitrators

(a) Any arbitrator on the list may be removed from the list unilaterally by either party during the term of this Agreement upon the giving of written notice by the party removing the arbitrator to the other party, and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide cases already assigned.

(b) Within 10 workdays after receipt of each notice, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. If the parties cannot agree on a replacement, the basic procedures of Section 3 of this Article shall be used to establish a list of five arbitrators, from which one shall be selected for the panel.

(c) The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator being replaced, and will take the cases on a rotational basis in the same manner as the arbitrator replaced. An arbitrator may withdraw from the list at any time.

Section 4. Fees and Expenses

The arbitrator's fees and expenses, if any, shall be borne equally by the parties (unless otherwise stated in this Agreement). It is understood that any per them costs of the arbitrator are governed by applicable rules and regulations. If possible, the arbitration hearing will be held on the

Employer's premises during the regular day shift hours of the basic workweek.

Section 5. Witnesses

The grievant, the grievant's representative (at most one employee) and all employees of the Employer who are called as witnesses, and who are on active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. If any employee must be excused from duty, the amount of time necessary to testify shall be without charge to pay or leave to the witness employee. The arbitrator shall have sole discretion to determine who may testify.

Section 6. Arbitration

The arbitrator shall have the authority to make all arbitration and/or grievability determinations.

Section 7. Decision

The arbitrator's decision will be rendered within 30 days of the close of the hearing.

Section 8. Exceptions

The arbitrator's award shall be binding on the parties, However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 9. Appeals

An arbitrator's award under 5 U.S.C. Chapter 43 or 5 U.S.C. Chapter 75, Subpart II may be appealed in accordance with 5 U.S. C. 7121(e) (2).

Section 10. Recordings and Transcripts

(a) All arbitration proceedings shall be tape recorded. The tape recording shall be done by an independent operator who will prepare duplicate originals. one will be retained by each of the parties. The parties shall share cost of the recording equally.

(b) If both parties or the arbitrator requests a transcript of the tape recordings of the proceedings, the parties shall bear the cost of the transcript equally. If only one party requests a transcript, that party shall

bear the cost alone. If one party requests a transcript and pays the cost and the other party at a later date requests a copy of the transcript, the requesting party shall reimburse the providing party for one-half of the transcript cost, plus a reproduction fee.

(c) Before any transcript may be determined to be the official record of the proceeding, it must be made available to the arbitrator, and to both parties for inspection at a time and place determined by the arbitrator.

Article 24: Rights of Employees

Section 1. Personal Designated Areas

When an agreement is reached between an employee and a supervisor on where the employee's personal effects are kept, the employee will label the designated personal area. An employee's failure to label the area will nullify the agreement,

Section 2. Whistleblower Protection

(a) Employees shall be protected against reprisals of any nature for the disclosure of any information not prohibited by law, which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences fraud, waste or mismanagement, an abuse of authority, or a substantial or specific danger to public health or safety as provided by Public Law 101-12, the Whistleblower Protection Act.

(b) A copy of the Act can be obtained from the Partnership and Employee Services Division , the Union office, or the Library.

Article 25: Dues Withholding

Section 1. Dues

The Employer will withhold from the pay of any employee regular union dues, beginning the pay period following the receipt of a written request from the employee that this be done, There shall be no charge to the Union for the dues withholding services referenced in this Article to be provided by the Employer to Local 32.

Section 2. Definition

The term "dues" means the regular, periodic amount required to maintain the member in good standing in the employee organization. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues for this purpose.

Section 3. Allotments

- a. Members of Local 32 who desire to make allotments for the payments of dues shall request such allotments by completing SF-1187 and/or such other forms as may hereafter be prescribed by regulations of OPM. It is agreed that Local 32 shall procure SF-1187 and such other forms as may be prescribed for this purpose at no cost to OPM and shall make them available to all members of Local 32.
- b. Allotment forms executed by employees desiring dues to be withheld from their compensation shall be filed by the employee with Local 32. Local 32 will, in turn, promptly submit all such forms received from members of the organization to the Chief, Financial Management Division of OPM.
- c. The amount to be withheld for each employee shall be that amount which is certified by the Union to the agency as being applicable to employees of that grade level.
- d. On the first full pay period after receipt by the Assistant Director for Personnel of the certification from Local 32 of a uniform change in dues structure, OPM will begin to withhold the certified amount of dues. Uniform changes in dues structure shall automatically apply to all members of Local 32 who have executed current authorizations for

allotment of compensation for the payment of employee organization dues to Local 32.

- e. A change in the amount of the allotment for payment of dues to Local 32 may not be made more frequently than twice in the first 12 months or once in each subsequent 6 month period that this Agreement is in effect.
- f. Dues withholding will become effective the pay period following the receipt of a properly executed allotment by the Chief, Financial Management Division.

Section 4. Remittance of Dues

(a) The OPM will remit dues withheld each pay period to the Treasurer of Local 32. The remittance for each pay period will be accompanied by a list showing the names of employees from whose salaries dues have been deducted and also a list showing the names of persons who in the previous pay period authorized allotments but for whom deductions were not made. Upon request, Local 32 will be informed of the reasons dues were not withheld.

(b) The Treasurer of Local 32 will advise the Chief, Financial Management Division, of the exact address to which the remittance should be sent. The remittance checks will be made payable to the American Federation of Government Employees, Local 32.

Section 5. Suspended or Expelled Members

In accordance with 5 U.S.C. S 7115(b)(2), Local 32 shall notify in writing the Chief, Financial Management Division, when a member of Local 32, who has a current allotment for dues is suspended or expelled from membership with the exclusive representative. OPM shall then terminate the allotment for such an employee effective with the first complete pay period after the receipt of the notice.

Section 6. Dues Revocation

(a) An employee may voluntarily revoke an allotment for the payment of dues to Local 32 by submitting an SF-1188 or other request in writing to the OPM Financial Management Division. The revocation of any request will be effective the first full pay period beginning on or after January 11 of each

year. The Employer will provide the Union copies of all dues revocations quarterly,

(b) An employee's voluntary allotment for payment of dues shall be terminated with the start of the first payroll period in which any of the following occurs:

1. loss of exclusive recognition by Local 32;
2. separation of the employee for any reason;
3. receipt of a notice that the employee has been suspended or expelled from membership with Local 32; or
4. transfer, reassignment, promotion or demotion of an eligible member to a position excluded from the units of recognition.

Article 26: Details, Internal Training and Facilities

Section 1. Procedures for Implementation

(a) Prior to the Employer initiating any details, sending employees for internal training, or changing facilities as provided for in this Article, the Employer will notify the Local Union President of the following:

1. name(s) and number(s) of bargaining unit employees involved;
 - i. Names will be provided to the Union at the time of the initial notification of the detail, if known; otherwise, the names will be provided upon request of the Union after the detail begins.
 - ii. In an emergency or unanticipated situation the Union will be notified after the fact.
 - iii. The Union will be notified of any extensions.
2. location where the employees will be required to perform work or be trained away from the normal work area;
3. duration and purpose of the detail or training course;
4. type of training or work involved; and
5. the proposed effective dates.

(b) If upon receipt of a notice under Section I(a), the Union wishes to bargain over matters not covered as a part of this Article, notice will be given within 5 workdays to the Partnership and Employee Services Division. Such notice from the Union will contain specific proposals. The parties will negotiate in good faith.

(c) Unless bargaining arises pursuant to subsection (b) above, the action will take place as originally indicated by the Employer.

Section 2. Details

(a) Details will be made in accordance with the FPM, Chapter 300, Subchapter 8, and may be used in such situations as emergencies, situations occasioned by abnormal workload, changes in mission or organization, absences of personnel, to fill vacancies prior to permanent placement action or to provide training to employees.

(b) Details may be made based on formal training agreements. It is understood, however, that details will not be used for the purpose of affording some employees a disproportionate opportunity to gain qualifying experience or to arbitrarily prevent other employees from gaining experience.

(c) When the Employer decides to detail a group of 15 or more employees, the following criteria will be used to establish a pool of qualified eligibles for the detail.

1. First consideration will be given to volunteers from the pool of eligible employees. If more employees volunteer that are needed for the detail assignments, employees will be considered in seniority order.
2. If an insufficient number of employees volunteer the Employer will consider employees in inverse seniority order and determine the employees to be detailed.

(d) The Employer is encouraged to temporarily promote an employee when that employee is detailed to a higher graded position.

Section 3. Internal Training

- a. The provisions of this Article apply to internal training courses established by the Employer to improve employees skills, knowledge and abilities or to enable employees to acquire new skills, knowledge and abilities.
- b. The Employer will determine the number of employees to be trained from each organizational unit. Eligibility for training will be based on the purpose of the training and the employees' prerequisite skills, abilities, and where appropriate, performance levels. All eligible employees will be notified of the training and given an opportunity to volunteer. Employees will be considered in seniority order.
- c. If a volunteering employee is not selected for training, the employee will be notified. Employees not selected will be given priority consideration for subsequent training on the same subject. The Employer will not deny a promotion on the basis that an employee has not received the required training if the employee was not provided an opportunity to receive the training.

- d. Employees will be permitted at least one 15 minute break during each 4 hour period of training.
- e. Successfully completed training courses of 8 work hours or more will be recorded in the employee's OPF with a copy provided to the employee. Training which is required for career promotion and which is less than 8 work hours in duration will also be recorded in the OPF and a copy provided to the employee.
- f.
- g. For the requirements related to hours of work while in training, the provisions of Article 27, Section 16, OPM PM Chapter 610.

Section 4. Facilities

(a) If it is necessary to use other than normal office space within existing OPM facilities for details, special projects and overtime, the Employer will ensure that the worksite conforms to Article 16, Safety and Health. The Employer recognizes the obligation to provide a safe and healthful place of employment in accordance with applicable laws and regulations and adequate space, lighting and equipment conducive to the type of work performed, when employees are assigned to perform work outside of their normal work areas.

(b) When the Employer decides to reallocate office space within existing OPM buildings or move furniture within offices, the following procedures will be used:

1. The Employer will determine an office layout along functional lines. A copy of the office layout will be given to the affected employees and to the Union. Employees will be allowed to choose a desk location within the functional area.
2. Any dispute over a desk location will be resolved in a manner which is fair and equitable to employees (i.e., toss of a coin or drawing of straws).
3. Shared office space will first be designated as nonsmoking. However, smoking areas may be designated within this space provided such smoking areas are in an enclosed space and the resulting smoke does not interfere with non-smokers. Where it does interfere, non-smokers exposed to passive smoke will be

reasonably accommodated or the area will be designated as a nonsmoking area.

4. During any move, employees being moved will be relieved from production standards during the time required to move and for a reasonable period after the move to get established in the work area. The Employer's policies regarding production standards will be applied consistently for employees covered by identical production standards.

(c) Whenever the Employer decides to use buildings which have not been previously occupied by OPM, the Employer will ensure that the worksite conforms to Article 16, Safety and Health, The Employer recognizes the obligation to provide a safe and healthful place of employment in accordance with applicable laws and regulations. A Union representative will be afforded an opportunity to visit a new site in the Washington, DC, metropolitan area.

(d) Where new facilities or office space are established, such facilities will be designated as non-smoking.

(e) The facility will comply with local city ordinances and/or specific building policies, and any supplemental agreement negotiated with the Union.

(f) Employees required to work at the new site will be provided information regarding eating facilities, transportation, parking facilities and carpools. If practical, vending machines and lunch/break areas will be provided at the new site.

Article 27: Alternative Work Schedules

Section 1. General

Offices will continue current practices with regard to Alternative Work Schedules (AWS). This Article shall be reopened when a new OPM Human Resources Handbook, Chapter 610 is presented to the Union for negotiation.

Section 2. Tour of Duty

(a) The range of hours during which an employee may be authorized to work is the employee's tour of duty. Those hours are 7:00 a.m. to 6:00 p.m., Monday through Friday.

(b) Employees may vary the amount of hours worked each day by working 7, 8, 9, or 10 hours, except that no more than one 10-hour day may be worked in any one pay period.

(c) Employees may take one day off per pay period, provided that necessary office coverage will not be jeopardized.

(d) For those employees taking a day off, the following information shall be provided to supervisors no less than three working days prior to the beginning of the pay period in which the day off will be taken.

1. Which day will not be worked.
2. Which day or days will be worked for less than nine hours.

(e) For those employees who choose not to have a day off, the following schedule will be provided to supervisors no less than 3 working days prior to the beginning of the next pay period.

1. Which day or days will be worked less than 8 hours.
2. Anticipated arrival times in order to assure appropriate coverage. These anticipated times may be changed during any pay period, subject to supervisory approval.
3. Based on the schedule, the Employer may indicate to employees at any time before or during the pay period that for coverage reasons they must adhere to the schedule. Employees not so informed may deviate from this schedule within the flexible bands as far as arrival and departure are concerned.

(f) In making schedule adjustments to accommodate coverage and operational requirements, the use of volunteers, or other voluntary methods, shall be the preferred means of resolving conflicts. If such means do not serve to provide a resolution, other methods may be adopted which are fair and equitable to the employees involved.

(g) The Employer will determine in advance all coverage requirements necessary. Such determinations shall be subject to the grievance procedure.

Section 3. Core Time

(a) Core times are the hours when all full-time employees except those on approved leave must be on duty.

(b) Core times will be from 9:30 a.m. to 11:30 a.m. and from 1:30 p.m. to 3:30 p.m., Monday through Friday. Core times will be adhered to on all days employees report for duty.

Section 4. Time of Arrival

Employees may vary the time of arrival and departure between the hours of 7:00 a.m. and 9:30 a.m. each morning, and from 3:30 p.m. to 6:00 p.m. each evening subject to the provisions in Section 3.

Section 5. Business Hours

Business hours are the hours during which the organization must be open to conduct business. Normally those hours are 8:15 a.m. to 4:45 p.m., Monday through Friday.

Section 6. Basic Work Requirements

The basic work requirement for full-time employees is 80 hours in a biweekly pay period; for part-time employees the basic work requirement is the number of days and hours as determined by the appointment. Overtime hours are not counted as part of the basic work requirement.

Section 7. Overtime Hours

Overtime will be paid for work performed in excess of 8 hours in a day or 80 hours in a biweekly pay period when such overtime has been ordered and approved by the supervisor.

Section 8. Compensatory Time Off

An employee may request compensatory time off in lieu of overtime pay as provided by current law and regulation.

Section 9. Sign in/Sign out

Employees are responsible for fulfilling the obligation to account for their basic work requirement each pay period. Unless Management determines it is not practical or feasible, employees are required personally to: sign in and list arrival time on seriatim sign in sheets and sign out and list departure time on seriatim sign out sheets. Their signature certifies their daily arrival and departure times. Employees who take advantage of the flexible lunch period must sign out upon departure for lunch and sign in upon return from lunch.

Section 10. Leave

Time off during an employee's basic work requirement will be charged to the appropriate leave category (including compensatory leave, if applicable), or excused absence. (Eight hours or the number of hours that is prescheduled may be charged for a given day. Hours may be made up on subsequent days of the pay period at the employee's choice, subject to the supervisor's approval.)

Section 11. Excused Absence

When emergency excused absences are authorized in accordance with OPM Human Resources Handbook, Chapter 610, because of hazardous weather or other similar emergencies, the amount of excused absence will be based on normal, predominant, and variable patterns of arrival, each of which is explained below:

1. Normal Pattern of Arrival

Most employees tend to arrive within 5 to 10 minutes of the same time each day. Therefore, the normal arrival pattern which has been established should be used as the reference point. For example, if an employee has maintained a virtually constant pattern of arrival at 7:30 a.m. and because of hazardous driving conditions arrives at 8:30 a.m. that morning, it would be appropriate to grant one hour of excused absence.

2. Predominant Pattern of Arrival

If an employee maintains a schedule in which one particular arrival time predominates, e.g., the employee generally arrives at 7:30 a.m. 4 out of 5 days, this arrival time should be used in determining the amount of excused absence which should be granted.

3. Variable Pattern of Arrival

Where there is considerable variation in an employee's daily arrival time, so that there is no discernible pattern, the mathematical average of the employee's arrival times should be figured for the previous 10 days during which the employee worked, and this average arrival time used as the reference point in determining how much, if any, excused absence should be granted.

Section 12. Holiday Leave

(a) A full-time employee is entitled to 8 hours pay for any day on which OPM is closed for a legal public holiday, Full-time employees should only schedule themselves for 72 hours of work in a pay period in which a holiday occurs,

(b) If a holiday occurs on a day within a part-time employee's scheduled tour of duty (including those days on which flexible hours are scheduled) the employee is entitled to basic pay with respect to that holiday for the number of hours which the employee is scheduled to work in order to fulfill his or her basic work requirement during the biweekly pay period, divided by the number of days which comprise the employee's tour or tours of duty (including those days on which only flexible hours are scheduled) for the biweekly pay period.

Section 13. Holiday Pay

(a) A full-time employee who performs work on a holiday is entitled to pay at the rate of such employee's basic pay, plus premium pay at a rate equal to such basic pay rate, for such work which is not in excess of 8 hours for such day.

(b) A part-time employee is entitled to holiday pay for work performed on a holiday which occurs during the employee's scheduled tour of duty.

Section 14. Lunch Periods

Employees will continue to take a normal lunch period, In addition to a lunch period, employees may take time away from their job between 11:30 a.m. and 1:30 p.m., after first notifying their supervisor of the intent to do so, and providing they make up the time away from the job during the morning or afternoon bands so that they work the required hours in the pay period.

Section 15. Travel/Training/Jury Duty schedule Adjustments

Unless specified to the contrary in advance by the supervisor, employees on temporary assignment for work or for training will observe the work schedule of the organization to which assigned. Normally, while on travel or jury duty, employees will revert to a standard 8 hour day, 40 hour week. When a pay period is interrupted by training, travel, or detail into an organization that does not participate in AWS, the Employer is responsible for seeing that the employees two-week pay period is adjusted to ensure that the employee works 80 hours in a biweekly pay period.

Section 16. Reassignments

An employee reassigned from an organization that is participating in AWS into a nonparticipating organization will be covered by the tour of duty and hours of duty policies of the new organization. An employee reassigned from a nonparticipating organization will be covered by the policy in this document.

Section 17. Exceptions

(a) The Employer may exempt employees or groups of employees from AWS when in its judgment:

1. operational considerations prevent either full or partial use of this plan;
2. employees require continuing supervision because of disciplinary or performance related considerations;
3. the continuation of the program would substantially disrupt the Agency in carrying out its functions; or
4. the Agency is incurring additional costs because of its participation in the program.

(b) However, such action will be taken only after the Union has been notified-and given the opportunity to request impact and implementation bargaining when appropriate.

Section 18. Employee Participation

An employee may elect the plan in this document or continue to be covered under the provisions of OPM Human Resources Handbook, Chapter 610. Once the employee has made this election, it will remain in effect for at least one year.

Article 28: Video Display Terminals

Section 1. Definition

"Video Display Terminal" (VDT) refers to a word processor or computer terminal which displays information on a television-like screen (cathode ray tube or CRT),

Section 2. Scope

This Article pertains to all employees who use VDTs unless indicated otherwise.

Section 3. Education and Training

(a) The Labor-Management Committee (LMC) will develop or arrange topical seminars on health and safety issues surrounding the use of VDTs

(b) The LMC will identify handouts that provide tips on using VDTs safely. Handouts, when available, will be provided at new employee orientation and maintained by the Health Unit.

(c) The annual OPM Employee Letter devoted to health and safety concerns will include information on VDTs.

(d) When assigned new VDT equipment, employees will be briefed on the proper and safe use of this equipment.

Section 4. Alternative Work

After each hour of sustained and continuous use, the VDT user will be permitted to engage in alternative work activities in order to alleviate physical and visual fatigue.

Section 5. Health Concerns

Pregnant women, as well as other employees seeking "reasonable accommodation" from VDT usage for medical conditions which may affect safe and efficient work performance, should follow documentation requirements outlined in 5 C F R Part 339.

Section 6. Furniture and Equipment

(a) When new purchases are made, the Employer will ensure that furniture and equipment will meet accepted standards for the industry.

(b) Within a reasonable period of time, the Employer is committed to developing a plan within each organization to provide adequate furniture, equipment and adaptive devices for intensive VDT users, The plan will include adequate work stations where intensive VDT work is done, This furniture and equipment will be purchased within budgetary constraints and will meet accepted industry standards.

Section 7. Lighting

Employees who request and demonstrate a need for supplemental lighting for illumination of source documents shall be provided such lighting when budgetary constraints permit such purchases.

Section 8. Noise

Noise from VDT printers will conform with Occupational Safety and Health Guidelines.

Section 9. Review of Future VDT Issues

The Safety and Health Committee will evaluate information on health and safety issues concerning VDTS. Any new findings generally accepted by the scientific community will be forwarded to the Labor-Management Committee for evaluation and recommendation.

Article 29: Partnership

Section 1. Introduction

The parties recognize that a new relationship between labor and management as partners is essential for transforming the Office of Personnel Management into an agency that works more efficiently and effectively serves customer needs. This partnership involves the open sharing of information at the earliest pre-decisional state, thereby engendering mutual trust and respect to better serve the agency's mission.

Section 2. Principles

The Employer and Union representatives will bargain in good faith, in the spirit of partnership, and in accordance with Executive Order 12871, the employer will agree to bargain over the substance of 7106(b)(1) subjects. Every effort shall be made to reach agreements that address the interests of both parties.

Section 3. Partnership Council

- a. Establish a Labor-Management Partnership Council at the headquarters level chaired by the Director of OPM and the President of Local 32 AFGE. Each party will appoint 7 additional members.
- b. The parties comprising the council are encouraged to commit to a Partnership Principles Agreement. The agreement may address such matters as (1) the organizational arrangements for the partnership and (2) procedures for bargaining matters under 7106(b)(1) and (3) procedures for resolving disputes among the parties.
- c. The Council shall meet on a regular basis.
- d. The Council shall develop a written agenda with topics being submitted by either party.
- e. Council meetings will always be attended by the principals or their designees.
- f. Travel and per diem for partnership activities shall be paid by the Agency in accordance with the Federal Travel Regulations.
- g. Decisions will be based on consensus.

- h. The time spent by union representatives and officials on partnership activities will not be considered official time.
- i. Bargaining unit employees participating in other employee involvement activities and workgroups will be selected jointly by management and the union or from a list proposed by the union. These employees are not participating in such activities as union officials or representatives. Accordingly, if these activities are conducted beyond normal duty hours, employees will be compensated in accordance with applicable laws.

Section 4. Council Representatives as Full Partners

Establishing or adapting partnership council will be a major step in achieving partnerships. Other methods of involvement may also be appropriate and useful for both bargaining unit and non-bargaining unit employees.

Section 5. Training of Council Members

Joint-training should be provided to management and union representatives as resources allow. Any training in this context should include: interest based bargaining, team building communications and cooperation skills training.

Section 6. Subjects Set Forth in 5 U.S.C. 7106(b)(1)

These subjects -- the numbers, type and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, and the technology, methods and means of performing work. The following subjects may be included within the scope of 7106(b)(1):

1. equipment used in work;
2. how many employees, grades and skills to use on a particular assignment;
3. numbers of employees to be used in hazardous work;
4. job priorities and how they should be done;
5. planning and implementing changes resulting from the Re-invention process@ including reorganizations;
6. gainsharing proposals;

7. on-call procedures;
8. training required for new work procedures, processes and equipment;
9. total quality management implementation;
10. length of lunch periods;
11. wearing of uniforms.

Section 7. Change Agents

The Partnership Council will establish the use of eight (8) Change Agents. Change Agents are not participating as union officials engaged in protected activity and are not serving in a representational capacity. Therefore, union membership cannot be a factor in the selection of Change Agents. Employees will be selected jointly by management and the union or from a list proposed by the union.

The following are a number of roles that a Change Agent performs. These roles are not prescriptive nor are they limited but rather they form a suggested framework.

1. **Liaison** This role involves the Change Agent as a point of contact for union and management. It includes formal and informal sharing, communications on issues that may require bargaining between the Agency and the Union.
2. **Instructor/ Facilitator for Training and Communications**
The Change Agent must have the necessary background, skills and training to ensure partnership. In turn, the Change Agent trains and accultuates the workforce to the new concepts and practices. Employee training needs range from basic communications or computer training to advanced alternative dispute resolution techniques or interest-based bargaining techniques. Training/ Facilitation can be conducted in formal, large group settings and/or small, informal conversations.
3. **Role Models** due to the high visibility of the Change Agents, the example they set will by in large determine what managers and employees think of the process.

4. **Information Conduit** A conduit to employees, management and the union on partnership related activities and other information.
5. **Advisory Capacity** Assist in resolving or advising on issues involving conduct and/or performance matters.

Change Agents may also be evaluated and may be rewarded for their participation and contributions to the work environment.

Section 8. Partnership Recognition Award

The partnership Recognition Award is an honorary award given annually by the NPC to one or more bargaining unit employee(s) and manager(s) who have demonstrated outstanding personal commitment to the promotion of partnership and cooperation between labor and management.

Section 9. Award Nominations Procedures

Employees, union officials and management officials are encouraged to identify individual employees who they believe should be recognized for high quality accomplishments or contributions to partnership. An award panel made up of individuals from the headquarters partnership council will be established to review nominations.

Nomination of individual employees should be submitted in writing to the award panel. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the nominator(s).

Section 10. Current Partnership Agreement

All existing or chartered MOU's on partnership could remain.

Article 30: OPM Drug-Free Workplace Program

Section 1. General

The Employer agrees to provide a Drug-Free Workplace Program (DFWP), which can help in identifying, counseling and facilitating the rehabilitation of employees with alcohol and drug related problems which adversely affect job performance. The Union and Employer recognize that some drug usage may be indicative of an illness which is treatable.

Section 2. Employee Assistance Program (EAP)

(a) It is also understood that illegal drug problems may lead to performance and/or conduct problems. It is also recognized that the EAP referrals for illegal drug use problems will be assessed by the EAP on an individual basis according to the particular needs of the employee.

(b) Generally, the EAP counselors will serve as the initial point of contact for employees who ask for or are referred for counseling. Employees may seek the assistance of the EAP 24 hours/day, seven days/week by calling the EAP answering service.

(c) The Employer will continue to:

1. promote and provide information on the EAP; I
2. periodically review the effectiveness of the EAP and initiate changes as appropriate;
3. approve all EAP training programs;
4. ensure that EAP counselors possess the requisite education and training on substance abuse; and
5. ensure that EAP records are securely kept separate and apart from other records in accordance with appropriate regulations.

Section 3. Drug-Free Workplace Labor-Management Committee

(a) OPM's continuing commitment to offer a helping hand to employees having problems associated with illegal drug use is also understood. To this end, the Employer will continue to operate an EAP equipped to aid employees with such problems. It is agreed that a Drug-Free Workplace Labor Management Advisory Committee will be established, The Committee will be composed of two representatives of Local 32 and two Agency

representatives appointed to serve at the pleasure of their respective principals.

(b) It shall be the function of the Committee to consult, as appropriate, with individuals engaged in the implementation of the policy on the Drug-Free Workplace Program and to:

1. recommend additional measures, if any may be necessary or desirable, to assure the continued efficiency and effectiveness of the program,,
2. recommend adoption of such measures; and
3. inform the Executive Committee of Local 32 and appropriate Agency officials on the operation of the program, subject to laws, rules and regulations concerning the confidentiality of employee records.

(c) It shall be the responsibility of the Committee to:

1. Make recommendations on the development and promotion of additional educational information on the Drug-Free Workplace Program where warranted, work with other agencies within the community who can assist in making the educational program more effective and make recommendations for program improvement;
2. Establish subcommittees when necessary and assist them with their problems on an as needed basis;
3. Check and report on qualified counseling and diagnostic facilities and suitable medical, hospital, rehabilitation facilities and/or sources that are available; and
4. Continue to seek means to improve the overall program, utilizing education, new developments and techniques, and assistance from agencies.

(d) The Drug-Free Workplace Labor-Management Advisory Committee will select a member to be Chairperson, This office shall rotate on an annual basis between the Union and the Employer,

Section 4. Program Statistics/Data Collection

(a) The Drug-Free Workplace Advisory Committee will be provided a quarterly report of the number of drug tests administered and the number of verified positive test results.

(b) Any report received by OPM from the Department of Health and Human Services (DHHS) which states that the performance of a certified laboratory used by OPM is unsatisfactory will be given to the Chairperson to be shared with the Drug-Free Workplace Labor-Management Advisory Committee.

(c) The Employer will provide the Drug-Free Workplace Labor-Management Committee with an annual report reflecting the number of employees, by race, sex, job series, and grade, who were terminated as a result of this program.

Section 5. Employee Orientation to the Drug-Free Workplace

As a part of new hire orientation, employees will be briefed on the Drug-Free Workplace Plan. This briefing will include information on the EAP and the services available under this program.

Section 6. Leave for Participation in Drug Treatment

In addition to the services and assistance provided through the EAP, employees who participate in drug treatment programs will be granted sick leave as appropriate and in accordance with applicable laws, regulations, and OPM Human Resources Handbook Chapter 792, Subchapter 4. OPM agrees to forward any disability retirement applications based on medical conditions arising as a result of illegal drug use or addiction to the proper OPM office(s) empowered to adjudicate such claims.

Section 7. Employee Referrals to the EAP

When a supervisor through daily contacts observes that an employee is experiencing difficulty in maintaining fully successful job performance, the supervisor will discuss the apparent difficulties with the employee. As a part of this discussion and upon a determination by the supervisor that the facts show that the employee could benefit from EAP services, the supervisor will then discuss with the employee confidential assistance and services that are available through the EAP.

Section 8. Voluntary Admission of Illegal Drug Use

It is understood that employees who voluntarily admit to illegal drug use prior to the Agency's determination of illegal drug use, seek rehabilitative assistance through an EAP approved rehabilitation program and thereafter refrain from illegal drug use, shall not be subject to disciplinary action based upon that voluntary admission. However, the employee's voluntary admission shall constitute the Agency's first determination (finding) of illegal drug use.

Section 9. Agency Discovery of Illegal Drug Use

(a) Upon the Agency's discovery of illegal drug use, disciplinary action will be initiated. However, where appropriate, the Employer will be encouraged to strongly consider the use of the last chance option as an alternative to effecting the disciplinary action.

(b) The last chance notice will state that failure of the employee to seek rehabilitative assistance through the EAP, enter an EAP approved rehabilitation program and thereafter refrain from illegal drug use will result in the employee's removal from the Federal service as required by Executive Order 12564.

(c) The last chance notification will provide the employee with a firm choice between accepting assistance and cooperating in treatment or accepting the consequences of disciplinary action provided for under law.

Section 10. Disciplinary Action

Any disciplinary action based upon a determination of illegal drug use will be taken in accordance with this Agreement and other appropriate authorities.

Section 11. Family Involvement in EAP

With the consent of employees who have agreed to medical treatment or rehabilitation, and family counseling, immediate family members shall be offered EAP services to aid them in coping with and understanding the employee's treatment and recovery.

Section 12. Testing Designated Position (TDP) Notification

The individual notice to employees in TDPs will contain the following statement:

If you believe that your position has been wrongfully determined to be a TDP because your position description inaccurately describes your actual duties performed, you may file an appeal with the Director, or designee, within 5 workdays after receipt of this notice. The Agency official will issue a decision within 10 workdays thereafter. This decision will be final and not otherwise appealable or grievable.

Section 13. TDP Reasonable Suspicion Testing

There shall be grounds for reasonable suspicion testing based upon off-duty activities, if an employee occupies a TDP and is the focus of a criminal investigation into the illegal use, possession, or distribution of controlled substances. Prior to being subjected to a reasonable suspicion test, the employee shall be provided a written notice explaining the grounds for suspicion.

Section 14. Legal Prescription/Over-the-Counter Drug Use

At the testing site, any employee selected for testing may provide, on the chain-of-custody form, a medical history, including evidence of a valid drug prescription and/or use of over-the-counter drugs. In addition, the Medical Review officer (MRO) will assure that an individual who has tested positive has been afforded an opportunity to justify the test results in accordance with OPM PM Chapter 792.

Section 15. Providing a Urine Sample

If an employee cannot provide the required amount of urine, the employee may be given a reasonable amount of liquid to drink for this purpose and be provided a reasonable period of time (generally a maximum of 4 hours) to provide a proper specimen. If at the end of this period, the individual still cannot provide a sufficient quantity for urine, this inability will be noted on the chain of custody form. If an employee fails to provide a specimen and is otherwise medically able to do so, this failure will be construed as refusal to take the test and the employee shall be subject to disciplinary action as set forth in OPM's Drug-Free Workplace Plan.

1. An employee unable to provide the required amount of urine specimen within the 4 hour time limit due to medical physiological conditions), will be given the opportunity to provide documentation in support of the employee condition. Such documentation will be considered by the agency in determining

an appropriate course of action. If the documentation indicates a medical condition, the agency shall transmit such documentation to its MRO. The MRO shall review the same, and if the MRO determines that the employee's pre-existing medical condition precluded the employee from providing the required amount of urine, this failure to provide the specimen will not be considered a refusal to take the test.

2. Any employee required to submit a urine specimen will be notified that refusal to submit to testing will result in disciplinary action, up to and including removal from the Federal service.

Section 16. Independent Drug Testing by the Employee

Upon completion of an agency administered test, the Employer shall approve up to 3 hours of leave for an employee to have another drug test done at a laboratory certified in accordance with the DHHS Mandatory Guidelines of the employee's choice and own expense. The employee may choose to provide the MRO with the results of that test which may be useful in the verification process. The results of this test shall not be binding on the MRO. Test results submitted to the MRO must be obtained using test methodology as outlined in the DHHS Mandatory Guidelines.

Section 17. Drug Test Protests

(a) An employee who protests the results of a drug test will be provided a response to the protest as quickly as possible. At an employee's request, the retained sample will be sent to a different laboratory certified in accordance with the DHHS Mandatory Guidelines of the employee's choosing for retesting and at the employee's expense. The MRO will direct the chain of custody of the retained sample to the DHHS certified laboratory of the employee's choosing.

(b) The Agency will retain control of the chain of custody of any retained sample sent to a different DHHS certified laboratory in accordance with the DHHS Mandatory Guidelines and the OPM Administrative Guide To Drug Testing.

(a) If it is found that the results of any test on a retained sample are inconsistent with the results of the first test on the sample, the Agency will reimburse the employee for the cost of the test on the retained sample.

Section 18. Inconsistent Test Results by the Certified Agency Laboratory

Once the Agency has been notified of any inconsistency in a test result, the Employer will make diligent efforts to notify in writing the employee who had a confirmed positive test result.

Section 19. Return to Sensitive Position

At the discretion of the Director and as a part of the EAP, an employee may return to duty in a sensitive position if the employee's return would not endanger public health, safety or national security.

Section 20. Reduction in Pay

The act of removing an employee from the performance of sensitive duties will not, in and of itself, result in a loss of pay. Reduction in pay actions taken by the Employer as a result of illegal drug use will only be taken in accordance with OPM Human Resources Handbook Chapter 752, and/or other appropriate authorities.

Section 21. Authorities

This Article supplements OPM Human Resources Handbook Chapter 792, Subchapter 4, and the OPM Administrative Guide to Drug Testing.

Section 22. Confidentiality

The parties recognize their responsibility to protect the confidentiality of employees found to use illegal drugs. As a part of this process, the Employer will discuss this responsibility during supervisory training sessions on the Drug Free Workplace Program.

Section 23. Drug Testing Limitations

The drug tests will be limited to those drugs named in the OPM Human Resources Handbook (PM) Chapter 792, Subchapter 4, and any amendments made thereto in accordance with the DHHS Mandatory Guidelines.

Section 24. Management Rights

Nothing in this Article limits in any way the Employer's right to initiate urinalysis screening in accordance with applicable laws, rules, and regulations or OPM's Drug-Free Workplace Plan.

Article 31: Reduction in Force and Transfer of Function

Section 1. Union Notification

(a) Preliminary Notification

The Employer agrees to notify the Union, if possible, 90 days in advance of any event, which may necessitate the use of Reduction in Force (RIF) procedures. Whenever possible Management will consult with the Union prior to the 90 day official notification. This preliminary notification in writing will include the following information:

- (1) The event that may necessitate a RIF or TOF;
- (2) The approximate number of positions that may be affected initially;
- (3) The competitive areas that may be involved initially;
- (4) The cut-off for processing personnel actions in the affected competitive areas prior to implementation;
- (5) A list of the bargaining unit employees in the affected competitive areas whose current annual ratings of record are overdue; and
- (6) The anticipated effective date that the action will be taken.

(b) Final Notification

When a final decision is made to conduct a RIF or TOF, the agency will notify Local 32 and afford the Local the opportunity to invoke its rights to request impact and implementation bargaining on any issue related to the announced RIF or TOF that is not covered by negotiated procedure found in this Article.

Section 2. Procedures in case of RIF

These are the procedures which management officials will observe when carrying out a RIF.

- a. Affected employees will be given a specific notice in writing no less than sixty (60) calendar days prior to the implementation date of a reduction in force or transfer of function out of the commuting area unless circumstances dictate otherwise as explained in paragraph (b) of the subsection. The notice period begins the day after the employee receives the notice.

- b. When a reduction in force is caused by circumstances not reasonably foreseeable, the agency, Office of Personnel Management (OPM), at the request of the Employer OPM, may authorize a notice period of less than sixty (60) days but at least thirty (30) full calendar days before the effective date of action (This runs concurrently with time frames in section 1(a)).
- c. The Agency agrees to:**
 - 1. notify the Union of any rescission of RIF notices and to provide an explanation for each rescission.
 - 2. provide competitive levels for the positions to be abolished when the RIF notices are issued. In addition, competitive level definitions will be provided for OPM Central Office positions.
- d. Retention Registers:**
 - 1. Subject to the Privacy Act and Freedom of Information Act, and any other applicable law(s), annotated registers will be provided to local 32 at the same time of the issuance of initial specific notices. Copies of the Standard Notices will also be provided to Local 32 at this time. Amended or revised retention will be provided to Local 32 as soon as possible.
 - 2. Retention registers shall be established and employees listed in the order of their retention standing, tenure group and sub-group and the adjusted service date.
 - 3. An employee and/or representative will be given the opportunity to review retention registers for positions for which the employee is qualified, down to and including those in the same or equivalent grade as the position which constituted the best offer.
 - 4. Employee performance ratings or record due before the issuance due date of specific RIF notices will be submitted to the personnel office in sufficient time for retention standing to be determined. The due date would ordinarily be no more than fifteen (15) calendar days prior to the issuance date of specific notices.

5. When employees affected by the RIF are in the same competitive level with the same length of service, as augmented by performance credit, and the same subgroup, ties will be broken in accordance with OPM PM Chapter 351 subsection 3-1, April 1995.

6. Adverse Impact on Non Separated Employees:

7. After RIF notices are issued, the parties agree that they will deal with the adverse impact on employees who are not separated by the RIF, including discussion and resolution (in accordance with 5 U.S.C. 7106(b)(1) & (b)(3) of issues such the numbers, types and grades of employees or positions assigned to any organizational subdivision, work or tour of duty, or implementation of these subjects/issues will be subject to bargaining through a Labor-Management Committee (LMC).

e. Position of Record:

Employees on detail or on temporary promotion will be released from their official position of record rather than their temporary position during any RIF.

f. Records Retention:

The employer will maintain all list, records and information pertaining to any RIF for at least one year.

g. Personnel Actions:

The parties understand that the following actions in all the affected competitive areas:

(a) all personnel actions will be frozen one day before the RIF notices are issued and will continue to be frozen until one day past the effective date of the RIF.

(b) all competitive hiring will be frozen from the time of Union notification until the proposed effective date.

Section 3. Early Outs:

(a) The Employer shall request, when appropriate, that OPM determine that the Agency is undergoing a major reorganization for the purpose of authorizing voluntary retirements under 5 U.S.C. §8336(d)(2).

(b) The Employer will explain to eligible employees affected by any RIF the program for involuntary or optional retirement. Individual counseling on such retirement options will be available to employees upon request.

Section 4. Salary Retention:

Salary retention for affected employees will be the maximum allowable under appropriate authorities, i.e., laws and regulations.

Section 5. Information and Counseling:

a) The Employer will provide to employees affected by a RIF or TOF information designed to help employees understand the RIF or TOF. The Employer will include RIF procedures, Job placement Assistance Programs, Re-promotion Priority, Grade and Pay Retention, Severance Pay, Retirement Benefits, Health Benefits, Life Insurance Benefits, and Employee Assistance Program Services.

Section 6. Placement Assistance:

(a) If a TOF is to a location outside of the commuting area, the Employer will provide career transition assistance to help employees who do not wish to relocate to find employment in the Washington, DC Metropolitan Area. Upon request these employees will be granted appropriate Administrative time to seek alternative employment.

(a) OPM is committed to the use of the agency's Employee Assistance Program and Career Transition Program for the purpose of assisting employees in need of such services. The agency will allow employees who received separation notices to prepare for and conduct job searches which will become their main job. OPM will support career transition activity based on the principals used in the 1994 downsizing. Its purpose will be to see that individual employee career transition are addressed.

(a) Every effort will be made to ensure that each affected individual has the opportunity to conduct his or her job search in such a way as to make a

satisfactory transition. The union will partner with the Career Transition Coordinator or designee to address any issues concerning this provision.

(a) OPM will continue to provide training through the Office of Human Resources and EEO for those employees who receive a notice of RIF separation to help ensure a successful career transition. If training needs that would be of immediate benefit to a successful career transition cannot be met in this way, individual requests for outside training will be considered on a case-by-case basis. Recommendation for training will be developed through the OPM career transition counseling process and approval will hinge on availability of central funds.

Section 7. Severance Pay:

Employees who are separated because they decline to accompany TOF outside the commuting area shall receive any and all severance pay to which they are entitled in accordance with applicable laws and regulations.

Section 8. Re-promotion:

a) Re-promotion eligibles will be given priority consideration for vacant positions which are filled under merit promotion procedures. Such consideration will extend to positions the employee qualifies for at the grade level higher than that to which the employee was demoted up to and including the grade from which demoted.

b) Priority consideration will extend to central office employees until placement or for a period not to exceed two years unless the employee declines a reasonable offer of a position. Non-selection of Re-promotion eligible must be documented with sound and valid reasons.

Section 9. Duty Station:

All employees who are to be separated by any RIF who are in positions located in the Theodore Roosevelt Building on the effective date of the RIF will have Washington, DC duty stations.

Section 10. Hiring Outside Applicants:

a) When the agency considers outside applicants to fill any vacancies, it will do so in accordance with 5 C.F.R. Part 300 and OPM procedures. Agreement to these provisions does not preclude the unions right to bargain over any new RPL procedures (due to changes in the Regulations).

- Defined Competitive Areas for Positions in the Bargaining Unit:
- Competitive areas for unit positions in the Office of Personnel Management in Washington, DC., metropolitan area are currently as follows:
- Office of the Director
- Office of Human Resources and Equal Employment Opportunity
- Office of Executive Resources
- Office of Chief Financial Officer
- Office of Merit Systems Oversight and Effectiveness
- Office of Workforce Relations
- Office of Contracting and Administrative Services
- Workforce Compensation and Performance Service
- Investigations Service
- Employment Service
- Retirement and Insurance Service
- Chief Information Office

b) If the Agency changes the competitive areas the Agency will notify Local 32.

Article 32: Labor-Management Committee

Section 1. Purposes

A Labor-Management Committee shall be established within the agency. The Committee shall have the following three functions:

1. to be the Agency's Alternate Dispute Resolution (ADR) body to resolve disputes arising from final decisions involving all suspensions, removals, or reductions in grade or pay under 5 U.S.C. § 7512 - 7513 or removals or reductions in grade based on unacceptable performance under 5 U.S.C. § 4303;
2. to meet and discuss, subject to law, the Agency's proposed changes to personnel policies and practices affecting conditions of employment; and
3. to advise on certain matters involving the conditions of employment of bargaining unit employees set forth in Section 6 of this Article.

Section 2. Composition

The LMC shall be composed of seven members. In carrying out the duties of the Committee, equal representation is assured.

- a. The Union shall appoint three voting members and two alternates from the bargaining unit employees.
- b. The Employer shall appoint an equal number of voting members and alternates from among Agency employees.
- c. Alternates for the Employer or the Union will be recognized as LMC members with full voting rights as follows:
 1. In the absence of one or two LMC members appointed by the Union, the same number of alternates appointed by the Union will assume the full LMC duties and responsibilities of the member(s) replaced.
 2. In the absence of one or two LMC members appointed by the Director of OPM, the same number of alternates appointed by the Director, will assume the full LMC duties and responsibilities of the member(s) replaced.

- d. The Director of the Agency shall appoint a non-voting Secretary/ Facilitator to assist the voting members in carrying out their duties. The Secretary/ Facilitator will be a GM-15 or above management official.

Section 3. ADR Procedure

(a) The parties agree that the ADR procedure will be handled by the LMC as a pilot program designed to resolve grievance internally averting the need to go to a third-party arbiter. The ADR procedure will remain in effect for one year from the date of the establishment of the LMC, unless extended by mutual agreement of the parties.

(b) The ADR procedure may be used for the following actions:

1. all suspension actions, removals, or reductions in grade or pay under 5 U.S.C. § 7512 and 7513;
2. removals or reductions in grade based on unacceptable performance under 5 U.S.C. § 4303; and
3. any other actions the LMC agrees to review,

(c) An employee's election to pursue a grievance action through the ADR procedure shall constitute a waiver to pursue the claim through the regular and expedited grievance procedures and the Merit Systems protection Board (MSPB) appeal process.

Section 4. The Procedures of the LMC in an ADR Action

- a. The specific ADR procedures of the LMC are outlined in Article 22, Section 6, and are hereby incorporated by reference.
- b. The members of the LMC are subject to the procedures enunciated in the Privacy Act. In addition, the Committee will undertake measures to limit the disclosure of matters discussed and documents utilized in reviewing ADR actions. The Committee will institute guidelines for its members to follow.
- c. The Committee will have access to any material relied upon by the Deciding Official to support the reasons for the action. However, all records to which the Committee has access will be subject to the Privacy Act.

- d. The Committee may consult with anyone who possesses information pertinent to the issue prior to reaching its recommendation. An employee will be given an opportunity to appear before the Committee.
- e. The employee must elect to use the ADR procedure within 5 workdays of issuance of the final decision.
- f. The LMC recommendation and report process shall be as follows:
 1. The LMC recommendation(s) shall be reached by consensus. Absent consensus, recommendations will be made by a majority vote of the six voting members. The voting record shall be made by secret ballot. The results of the vote shall not be disclosed to anyone outside of the LMC.
 2. The LMC's final report shall be reduced to writing and submitted by the Secretary/Facilitator to the aggrieved employee within 10 workdays from the date of receipt of the complaint. A one time extension of 5 workdays will be permitted. The report can recommend mitigation, concurrence, or reversal of the action based upon the LMC's findings,
 3. Within 7 workdays from receipt of the Committee's report, the employee must decide whether to accept the recommendation. If the employee accepts the recommendation, the committee will present the report to the Assistant Director (Deciding Official). If the Assistant Director accepts the recommendation, the recommendation will go into effect.
 4. If the employee rejects the Committee's recommendation, the employee must notify the Committee within 7 workdays. Failure to respond within this time limit shall be construed as a rejection of the Committee's recommendation. The employee or the Union may then file a grievance to the Associate Director or Office Head within 5 workdays.

Section 5. Impact and Implementation Bargaining

(a) The Employer shall provide members of the Committee and the Union any proposed change(s) in personnel policy or practice affecting conditions of employment. The Union will have 5 workdays to request bargaining. The

Secretary/Facilitator will convene a Committee meeting concerning the proposed change(s) within 5 workdays of the Union's bargaining request. The Committee will be permitted access to information in accordance with 5 U.S.C. § 7114(b)(4).

(b) Any issue concerning the negotiability of an issue or proposal shall be resolved in accordance with the procedures set forth in 5 U.S.C. § 7117 and 5 C F R Part 2424.

(a) The parties will employ "win-win" bargaining techniques as appropriate with regard to bargaining under this section. Decisions on issues and proposals that the Committee agrees are negotiable shall be by consensus. Such Agreements are subject to agency head review under 5 U.S.C. § 7114(c).

Section 6. Advisory Functions

(a) The Committee shall meet to discuss matters assigned to it by this Agreement or by mutual agreement of the parties, and to furnish advice to the Director or other authorities outlined in the Agreement. Decisions shall be by consensus. Absent consensus, the Committee shall submit a majority and minority report.

(b) Any records to which the Committee has access shall be subject to the Privacy Act.

Article 33: Reorganizations

Section 1. Union Notification

(a) The Agency agrees to notify the Union, sixty (60) days in advance, if possible, regarding the implementation of a reorganization that constitutes a change in working conditions of bargaining unit employees.

(b) This notification will include:

1. The reason for the proposed reorganization;
2. The approximate number of positions, list of the current position descriptions and
3. proposed position descriptions that may be affected initially;
4. A current organizational chart, as well as the proposed organizational chart;
5. Identify areas where space changes may be necessary; and
6. The anticipated effective date that the action may take place.

Article 34: Duration

This Agreement supersedes the 1992 Collective Bargaining Agreement. It shall remain in effect for 3 years and will renew itself automatically for 3 year periods, unless either party gives written notice of a desire to amend and until such time as the new Agreement goes into effect.

Either party may give written notice of a desire to amend the Agreement during the period of 60 to 105 days prior to the expiration date of this Agreement. In the event notice is given by either party to amend, the parties shall begin ground rules negotiations within 60 days from receipt of that notice or at a mutually agreed upon time.

Appendix A: Statutory Unfair Labor Practices

The following list of unfair labor practices, which is taken from 5 U.S.C. § 7116, is provided for the information of employees and management and union officials. References to "this chapter" means 115 U.S.C. Chapter 71.11

7116. Unfair labor practices

- a. For the purpose of this chapter, it shall be an unfair labor practice for an agency--
 1. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
 2. to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
 3. to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
 4. to discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this chapter;
 5. to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;
 6. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
 7. to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed;or

8. to otherwise fail or refuse to comply with any provision of this chapter.
- b. For the purpose of this chapter, it shall be an unfair labor practice for a labor organization-
1. to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
 2. to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;
 3. to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
 4. to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
 5. to refuse to consult or negotiate in good faith with an agency as required by this chapter;
 6. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
 7. (A) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
(B) to condone any activity described in subparagraph of this paragraph by failing to take action to prevent or stop such activity; or

8. (B) to otherwise fail or refuse to comply with any provision of this chapter,

Nothing in paragraph (7) of this subsection shall result in any informational picketing which does not interfere with an agency's operations being considered as an unfair labor practice.

- c. For the purpose of this chapter it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure--
 1. to meet reasonable occupational standards uniformly required for admission, or
 2. to tender dues uniformly required as a condition of acquiring and retaining membership.

This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.

- d. Issues which can properly be raised under an appeals procedure may not be raised as unfair labor practices prohibited under this section, Except for matters wherein, under section 7121 (e) and (f) of this title, an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this section, but not under both procedures.
- e. The expressions of any personal view, argument, opinion or the making of any statement which--
 1. publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election,
 2. corrects the record with respect to any false or misleading statement made by any person, or
 3. informs employees of the Government's policy relating to labor-management relations and representation,

shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (A) constitute an unfair labor practice under any provision of this chapter, or (B) constitute grounds for the setting aside of any election conducted under any provisions of this chapter.

Appendix B: Progress Review Certification

A progress review will be held for each employee midway through the performance cycle. At that time, employees shall be informed of their level of performance by comparison with the performance elements and standards established for their positions.

Employee's Name Position Title

Series, Grade, Organization

Review indicates
performance above the
Fully Successful level.

Review indicates
performance at the
Fully Successful level.

Review indicates
performance below the
Fully Successful level.

Supervisor's Comments:

Employee's Comments:

Employee's Signature Date Signed

NOTE: Supervisors and employees must also sign block II of OPM Form 1459-B at the time this document is signed to certify that the review took place.

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