

Collective Bargaining Agreement Between OLMS and NULI



**U.S. Department of Labor
Office of Labor-Management Standards**

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I. General

Article 1 - Preamble

This agreement is made and entered into between the Office of Labor-Management Standards, United States Department of Labor, hereinafter referred to as OLMS, and the National Union of Labor Investigators, Independent, hereinafter referred to as NULI. This agreement and such Supplementary Agreements as may be agreed upon hereunder from time to time, together constitute a collective agreement between OLMS and NULI.

OLMS and NULI, through cooperative efforts, seek to improve labor-management relations and to increase the effectiveness and efficiency of the agency. NULI and OLMS commit to a constructive and cooperative working relationship to address programs, policies, and procedures that affect the employees. The parties agree, when OLMS determines it is appropriate, to NULI's early involvement in the decision-making process related to issues which affect the bargaining unit employees. Labor-management work groups may be created as the parties agree. Both parties agree to share relevant information openly between union and management in a climate of mutual trust and responsibility.

Management and NULI will make a good faith effort to expeditiously implement agreements or joint initiatives reached between the parties.

OLMS and NULI recognize that the right of employees to organize, bargain collectively, and to participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and employers involving conditions of employment.

It is further recognized that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and promote the effective and efficient operation of the agency.

In recognition of the dignity and personal worth of all individuals involved in the employment relationship, unit employees, supervisors, management officials, and NULI officials shall at all times treat each other with appropriate respect and consideration.

Article 2 - Recognition

Section 1

OLMS recognizes that this agreement applies to all unit employees and that NULI is the sole and exclusive bargaining representative for all unit employees as defined in Section 2 of this article.

Section 2

The unit consists of all permanent full and part-time field employees, including persons occupying upward mobility positions of the Office of Labor-Management Standards, U.S. Department of Labor, excluding management officials, supervisors, and confidential employees as defined in

Chapter 71 of 5 U.S.C; employees engaged in Federal personnel work; clerical employees; and student assistants.

Section 3

This recognition is in accord with the Amendment to the Certification of Representative issued by the General Counsel, U.S. Civil Service Commission, dated August 3, 1974.

Section 4

NULI recognizes its obligation to represent all unit employees regardless of their membership or non-membership in NULI.

Section 5

OLMS agrees that in regard to the NULI unit, it will not enter into any other collective bargaining agreement, understanding, or contract with any other labor organization that shall in any way be in contravention or violation of this agreement except as may be required by law.

Article 3 - Effect of Agreement

Section 1 – General

The provisions of this agreement supersede any existing OLMS rules, regulations, orders, and personnel policies and practices which are applicable to unit employees, to the extent they are in conflict with this agreement.

Section 2 – Changes during Term of Agreement

While this agreement represents the entire agreement between OLMS and NULI, the parties recognize that an orderly means of addressing future interim negotiations, or mid-term bargaining, is necessary.

Therefore, it is recognized that:

- A. In accordance with law, OLMS is obligated to notify NULI in advance of proposed changes in personnel policies, practices and matters affecting the working conditions of unit employees and to bargain at NULI's request;
- B. In accordance with law, OLMS is obligated to notify NULI in advance and bargain upon request procedures that will be utilized and appropriate arrangements for unit employees who are adversely affected when OLMS is exercising a reserved management right; and
- C. OLMS recognizes NULI's right to also initiate bargaining to the extent not prohibited by law regarding personnel policies, practices, and matters affecting working conditions, provided the subject matter is not already addressed in this agreement or was not waived during the course of these negotiations.

Section 3 – Notice of Proposed Changes

OLMS will advise the NULI president of any proposed changes in working conditions sufficiently in advance of implementation to allow the consultations and/or negotiations required by the law.

Section 4 – Obligations

OLMS will not implement the proposed changes in working conditions until it has met its obligations to consult and negotiate as required by the law.

Section 5 – Timeframes

OLMS agrees to provide NULI 15 workdays notice of proposed changes under Sections 2(A) and 2(B) above. NULI has 15 workdays from receipt of notice to request bargaining. NULI may be granted an extension to request bargaining for a specified number of days, if agreed to by management. The parties will mutually agree to the appropriate forum in which bargaining will occur.

II. Rights

Article 4 – Employee Rights

Section 1 – Discrimination, Representation, Privacy, External/Internal Investigations

- A. In implementing and carrying out the provisions of this agreement, as in all aspects of the employment relationship, OLMS and NULI shall not discriminate against any employee on the basis of race, color, sex, national origin, religion, age, marital status, sexual orientation, lawful political affiliation or activities, union activities or membership, disability, or on the basis of conduct which does not adversely affect the performance of the employee or the performance of others.
- B. Each employee has the right to a reasonable amount of official time to see a NULI representative concerning grievances or potential grievances, subject to prior approval of appropriate supervisor in accordance with Article 35. In addition, an employee has the right to designate NULI as his or her representative in a grievance under this agreement. Moreover, the right of an employee under any statutory appeal proceeding to have a representative of his or her choice includes the right to name NULI as that representative. However, this shall not prohibit NULI from refusing to represent an employee when NULI believes the employee's grievance or appeal is invalid or unwarranted.
- C. A meeting between an employee and the supervisor and/or other management officials during which the principal topic of discussion is discipline and/or adverse actions, or discipline and/or adverse actions that are actually under consideration, shall entitle the employee involved to be accompanied by the NULI representative during such meeting. If the supervisor or other management officials know prior to such meeting that discipline and/or adverse actions will be discussed or considered, the affected employee will be given prior notification. In other meetings, when it becomes apparent that disciplinary action may result against the employee, the employee upon request may have the NULI representative present at the meeting. When the employee requests the presence of the NULI representative, that representative may consult privately with the employee before continuation of the meeting.

- D. Individual employee production records, statistics, and other individual information reflecting negatively on the employee shall not be posted. As a general principle, such records shall not be made available to other unit employees.
- E. Employees will be allowed to communicate freely with the EEO officer or counselor, and the appropriate OASAM concerning the contents of the employees' personnel folder or for information on merit promotion announcements, or on other personnel or administrative matters, such as payroll, travel, etc. With the advanced permission of the appropriate line management official, the employee may communicate with supervisors and management officials of higher rank than the regional director, and with program personnel. This subsection does not imply the right to leave the work site or to use official time without permission.
- F. Allegations of Improper Work-Related Conduct From Outside OLMS
 1. When an allegation of improper work-related conduct against an employee is received by OLMS, the employee will be provided a copy of the actual complaint and/or written specific details of the allegation unless OLMS has reasonable cause to believe that by so doing the investigation or process of inquiry would be impaired. Before providing a copy of the allegation or such written specification to the employee, OLMS may seek clarification of the allegation. The NULI President or designee shall be notified that an allegation has been made against an employee. Such notification to NULI shall be in accordance with the Privacy Act.
 2. The employee will be given an opportunity to respond to the allegation before any inquiry or investigation is assigned or undertaken by OLMS, unless OLMS has reasonable cause to believe that by so doing the investigation or process of inquiry would be impaired.
 3. Only bona fide investigative techniques will be used in the investigation. Bona fide investigative techniques are those techniques utilized by law enforcement agencies and not prohibited by law and in accordance with the OLMS operations manual. In the conduct of any investigation under this Article, Section 1(F), no bargaining unit member will voluntarily or involuntarily be directed to investigate another bargaining unit member.
 4. The employee will be advised if OLMS refers an investigation to an outside agency, unless OLMS has reasonable cause to believe that by so doing the investigation or process of inquiry would be impaired.
 5. At the conclusion of the investigation, results of the investigation or its findings should be shared with the employee. This would include written notification of the final disposition by OLMS. No record of the investigation or allegation will be maintained without the employee's knowledge. In each case where a record is maintained, the employee shall have the right to have the record include a statement and/or evidence presented by such employee.
 6. The employee is entitled to be represented by NULI, an attorney, or other representative throughout this process.
 7. These procedures will not apply to those situations where OLMS has determined that there is no reasonable basis for pursuing an investigation. As time permits, proposed responses to such complaints will be shared with the employee to ensure accuracy.

G. Allegations of Improper Work-Related Conduct From Inside OLMS

The procedures delineated in Section 1(F) of this article will apply to allegations of improper work-related conduct against an employee received from within OLMS in the following circumstances:

1. The allegation is of improper work related conduct and not performance.
2. The allegation is serious enough to warrant notification to the Regional Director and the Deputy Director and a determination has been made to pursue an official investigation involving multiple investigative steps, including obtaining information from multiple sources.

Information exchanged between an employee and union representative, while not privileged, will remain confidential unless the employee waives that right or an overriding need for disclosure is established.

Section 2 – Right to Participate

Each employee shall have the right to form, join, or assist any labor organization, including NULI, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Federal Service Labor Relations Statute, such right includes the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the statute.

Section 3 – Right to Remedial Relief for Employees

In the bargaining unit in seeking remedial relief under this agreement, the grievant, NULI representative, and other employees who have information concerning the complaint, shall be free from restraint, interference, coercion, discrimination, and reprisal.

Section 4 – Private Lives vs. Official Duties

- A. In accordance with the Department of Labor Code of Ethics and Conduct (CFR 29, Subtitle A, Part 0) and existing OLMS supplements thereto, it is the policy of OLMS not to restrict or interfere with the private lives of unit employees.
- B. OLMS recognizes that results of a civil case concerning an employee are private matters except in situations involving matters, such as slander and libel, which may affect the credibility of the employee in the conduct of official duties.
- C. The provisions of 4A and 4B above shall not restrict OLMS from taking appropriate remedial

action when a nexus has been established between the employee's failure to comply with the Code of Ethics and Conduct and the efficiency of the service.

Section 5 – Supervision and Assignment of Work

Consistent with the management right to assign work and to determine methods and means of performing work, employees can expect assignments to be made within reasonable bounds, consistent with grade level, and position description. Employees should receive instructions from and make reports through established channels as described or depicted in pertinent position descriptions, organizational charts, and directives. Management agrees to communicate any change in supervisory responsibility to affected employees in a timely manner.

Section 6 – Employee Suggestions

OLMS and NULI encourage employees to suggest new and innovative procedures to improve productivity and thereby contribute to promoting the efficiency of the organization. They may submit individual or joint suggestions which may include elements such as methods to better accomplish a mission or function of OLMS. Appropriate management will review the suggestions and provide a response to the employee. If requested by the employee, the response will be in writing; if the suggestion is rejected, the written response will include the reasons for rejection.

Section 7 – Services for Disabled Employees

OLMS recognizes its obligation to make reasonable accommodations for qualified disabled employees as required by law.

Section 8 – Privacy

OLMS will respect the privacy of all employees in the work place, while retaining the right to protect OLMS' mission from being compromised or interfered with.

Section 9 – Subsidy Programs

As DOL sponsored subsidy programs become available, OLMS will participate in such programs.

Section 10 – Religious Beliefs

An employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek may choose to make up time for time lost for meeting those religious requirements.

Section 11 – Professional Association Dues

OLMS agrees to pay for membership dues in professional associations whenever an employee is directed to join such an organization by an appropriate level of management in connection with the performance of his/her official duties. Such memberships must be in the name of OLMS. OLMS also agrees to pay the expenses of employees (consistent with budget limitations and accounting regulations) selected by an appropriate level of management in advance for attendance at professional meetings.

Article 5 - Management Rights

Section 1

Subject to Section 2 of this article and in accordance with 5 U.S.C 7106(a), OLMS and NULI recognize that nothing in this agreement shall affect the authority of any management official:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- B. In accordance with applicable laws:
 - 1. To hire, assign, direct, layoff, and retain employees in the agency; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
 - 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
 - 3. With respect to filling positions, to make selections for appointment from:
 - (a) Among properly ranked and certified candidates for promotion or
 - (b) Any other appropriate source; and
 - 4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2

Nothing in this article shall preclude NULI and OLMS from negotiating:

- A. At the election of OLMS, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- B. Procedures which management officials of OLMS will observe in exercising any authority under this article.
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

Section 3

The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between OLMS and NULI.

Article 6 - Union Rights

Section 1

NULI has the right to meet, consult, confer, and/or negotiate with OLMS with respect to all personnel policies, practices, procedures, and other matters affecting the terms and conditions of employment for unit employees. Further, NULI will be given the opportunity to be represented at formal discussions between OLMS and its employees concerning grievances, personnel policies and practices, or other matters that affect the working conditions of unit employees.

Section 2

Any communication clearly directed to NULI will not be opened or read by OLMS, including email clearly marked as being directed to NULI or as NULI internal communication.

Section 3

In those exceptional situations in which OLMS is confronted with the necessity of conducting any extremely large investigation or other extraordinary work task which is expected to consume more resources than are available at that time within the program charged with administration of the law or executive order in question, NULI will be included in formal briefings regarding use of OLMS resources and/or requirements for resources from outside OLMS. The parties shall negotiate to the extent consonant with law and applicable regulations regarding procedures to be observed in implementation of OLMS plans and their impact upon NULI unit members.

III. Career Development

Article 7 – Probationary Employees/Interns

Section 1

The purpose of this article is to clarify certain rights of probationary employees where those rights may not be clear elsewhere in this agreement. Probationary employees have the right to Union Representation consistent with federal law.

Section 2

OLMS recognizes its obligations to provide probationary employees with appropriate training and counseling as set forth in Article 8. OLMS agrees to provide probationary employees a reasonable and fair opportunity to make good.

Section 3

OLMS will make a written evaluation of the probationer's performance between the fourth and sixth month of probation. OLMS will discuss this evaluation with the probationary employee. OLMS will make a written evaluation of the probationer's performance during the ninth month of the probationary year. Copies of these written evaluations will be given to the employee. The ninth month evaluation will indicate OLMS' intention to retain or terminate the employee.

Nothing in this section is to be construed to provide tenure by default if, through administrative error or oversight, management fails to comply with the requirements of this section.

Nothing in this article shall preclude management from terminating a probationary employee at any time during the probationary year.

Section 4

The NULI President will be timely notified in writing of all proposed reassignments, demotions, or terminations of probationary employees.

Section 5

As a matter of common courtesy, a probationary employee may be given some period of advance notice of termination that is greater than that required by law and regulation. However, in light of federal law, failure to provide such additional advance notice to a probationary employee is neither grievable nor arbitrable.

Section 6

Employees hired under an intern program will be governed by applicable DPR provisions. The NULI President will be promptly notified whenever an intern is hired. The NULI President will be promptly notified in writing of any proposed reassignment, demotion, or termination of an intern.

Article 8 - Training

Section 1

The training and development of employees within the unit is a matter of major importance. To the extent possible, OLMS shall provide unit employees with training, work experience, counseling, and the variety and complexity of case work sufficient to insure all unit employees an opportunity for career enhancement. OLMS will develop in-service training courses and afford such training to the extent practicable to all unit employees as needed so as to promote the efficiency of the service.

Section 2

Factors to be considered in developing career planning and training for unit employees shall include: (a) education, (b) relevant experience, (c) past and present job performance, (d) relevant individual skills, knowledge, and abilities and (e) effective use of agency resources.

Section 3

Consistent with the needs of the service, OLMS will grant leave without pay or annual leave requested for education and training purposes if the education or training will enhance the employee's value to OLMS.

Section 4

The parties agree to the principle of employee self-development. When an employee pursues courses which will contribute to OLMS' mission, the employee can request in advance that OLMS pay for all or a portion of the costs of registration, tuition, books, and materials. Additionally, employees may request up to 40 hours per year of paid work time for professional development training. OLMS will consider such requests within the constraints of budgetary and other program need considerations.

Section 5

The parties agree that OLMS will pay the expenses of the NULI President, or designee, to meet with an appropriate OLMS management official to discuss training of unit employees. Such meetings will occur upon the request of either party or not more frequently than once per year unless the parties agree otherwise. By mutual agreement, additional NULI representatives may attend such a meeting. At these meetings, the OLMS official shall describe projected training plans and programs. NULI's advice and recommendations on all aspects of the training program, to include related travel, will be solicited and encouraged.

Section 6

OLMS agrees that the results of any testing of unit employees will be kept confidential and may not be used in connection with adverse actions, disciplinary actions, career ladder promotions, or annual performance evaluations.

Article 9 - Performance Appraisals

Section 1 – General

Supervisors should continually review the performance of employees and inform employees within a reasonable time of deficiencies in their work performance and bring constructive suggestions to their attention. In accordance with 5 CFR, Part 430 and related Departmental regulations, the Department of Labor Performance Management System for General Schedule and Prevailing Rate Employees is applicable to unit employees except as modified below.

Section 2 – Career Ladder Counseling

An employee in the career ladder below the journeymen level will be counseled during the ninth or tenth month in grade if any improvements or changes are necessary to demonstrate an ability to perform at the next higher level. A detailed written summary of the counseling will be provided to the employee within 10 workdays.

Section 3 – Journey Level Counseling/PIP

Employees in the unit at the journeymen level or above will receive counseling as necessary during the year and in conjunction with the annual performance evaluation. Counseling shall include the supervisor's responsibilities as outlined in Section 8 of this article. OLMS recognizes its obligation to have a system for (a) recognizing and rewarding employees whose performance so warrants; (b) assisting employees in improving unacceptable performance; and (c) taking appropriate action against an employee who continues to perform below the fully successful level but only after an opportunity to demonstrate acceptable performance. In this regard, the parties recognize that a performance improvement plan (PIP) does not constitute discipline but is a form of counseling designed to improve employee performance. PIP procedures shall be in accordance with 5 CFR, Part 432.104.

Section 4 – Right to Grieve

An employee may grieve the annual performance appraisal or the failure to hold counseling sessions; however, the counseling sessions themselves are not grievable.

Section 5 – Change in Performance Standards

OLMS will provide NULI, for its suggestions and written comments, with prototype(s) of performance standards for unit positions. OLMS agrees to discuss NULI's written comments at the semi-annual meeting of the parties. Nothing in this section shall be construed as preventing OLMS from implementing new or revised performance standards as it deems appropriate. However, NULI has the right to file an institutional grievance regarding new or revised performance standards to the extent provided for by law and regulation. The parties agree to waive Steps I and II of the grievance procedure and proceed to Step III within thirty (30) days of the date such standards become effective. However, the performance standards are not grievable by individual unit employees.

Section 6 – Performance Standards

Performance standards will be applied in a fair and equitable manner. Employees will be rated on the basis of their performance. The employee's use of special skills in the performance of assigned duties or participation in assigned special projects that have contributed to the OLMS mission should be recognized within the elements of the performance appraisal.

Section 7 – Grievance of Performance Evaluations/ADR Panel

The application of performance standards (i.e., the appraisal itself) may be grieved in accordance with Article 34 of this agreement or appealed through the OLMS alternative dispute resolution (ADR) procedure, referenced in Appendix 1 of this agreement. An employee has the option of invoking either the grievance or ADR appeal procedure, but not both. However, an employee who receives a summary rating of less than effective can invoke the grievance procedure, but not the ADR panel appeal procedure.

Section 8 – Supervisory Responsibility

The supervisor has an ongoing responsibility to inform the employees of their strengths and needs for improvement in their performance. If an employee needs improvement in areas of performance, or requests guidance on how to improve performance, then the supervisor shall so advise the employee and give proper assistance and guidance.

Section 9 – Appraisal Discussions

Performance appraisals will be discussed with the employee in private. The employee has the right and will be encouraged to state his views. Informal discussions between the supervisor and the employee are a normal part of supervision and should be frequent enough to assure understanding of changing job requirements, performance as related to requirements, and any problems the employee is encountering in performing the duties. The reviewing official must review and approve the performance rating if the rating is “Exemplary” or “Unsatisfactory,” or if the employee submits comments on the rating.

Section 10 – PIP Right to Representation

A unit employee, upon request, may be accompanied by the NULI steward when a meeting is held by the supervisor to establish the Performance Improvement Plan.

Section 11 – Annual Rating Period

The agency will establish a single annual rating period for all unit employees.

Section 12 – NULI Notification of Summary Ratings

As soon as practical after the official ratings of record have been established, the NULI President will be provided with a summary of performance appraisal ratings of record given to unit employees in the preceding performance year. These ratings will be categorized by district office and by OLMS region. NULI agrees not to disseminate the ratings summary information beyond the NULI executive board.

Article 10 - Career Ladder

If an employee alleges that OLMS' application of its career ladder procedures have been disparately applied to the employee, this is an appropriate matter for grievance and arbitration under the provisions of Article 34 of the collective bargaining agreement between OLMS and NULI. This section is not intended to imply that all employees must receive equal case assignments, but only that each employee will have an equal opportunity for developmental assignments to enable the employee to obtain the necessary skills to qualify for promotion.

Every effort will be made by management to timely process required documentation so appropriate promotions are instituted to allow the employee to receive their increase at the earliest possible opportunity.

Article 11 - Merit Staffing

Section 1

OLMS recognizes that, consistent with its needs, it is desirable to fill positions in a career ladder below the journeymen level.

Section 2

It is the policy of OLMS to fill all positions in the unit with the best qualified candidates and to assure that employees have an opportunity to develop and advance to their full potential according

to their capabilities. Merit staffing will be carried out in accordance with 5 CFR, Part 335 and related Departmental regulations, except as modified below.

Section 3

Vacancy announcements of positions in the unit at the GS-13 level and/or GS-1811 positions will be advertised nationally and will be open for a minimum of 10 workdays. Vacancy announcements for entry level positions in the bargaining unit will have no OLMS-prescribed number of days the posting must be open.

Copies of all vacancy announcements for positions in the unit will be sent to the NULI President.

Section 4

Upon selection and notification of a candidate, the NULI President will be notified of the selection by the district director, in writing.

Section 5

Any unit candidate on the certificate, who is not selected, will be entitled to counseling by the selecting official or his designee, concerning reasons for non-selection. Also, the employee or designated representative, upon request, will be given information concerning the areas, if any, the employee should improve to increase the chances for future promotion.

Section 6

In connection with an application for any position in the unit by a member of the unit, if the applicant's performance appraisal is the subject of a pending grievance, the applicant may submit:

- A. The prior OLMS performance appraisal, and
- B. The grieved performance appraisal and, if desired, the applicant's own comments.

Section 7

When filling positions in the bargaining unit, OLMS will not discriminate against an employee in the unit on the basis of lawful political affiliation; participation on active duty in the military service; use or accumulation of annual leave, sick leave, compensatory leave, or leave without pay; union affiliation or activities; or the employee's personal life style.

Section 8

OLMS and NULI will encourage employee involvement in recruiting candidates for job vacancies.

Section 9

No selection shall be made unless and until the selecting official has interviewed all available candidates on the certificate who are within the NULI bargaining unit.

Section 10

Opportunities for temporary details to the national office will be communicated to all bargaining unit members. Management retains the right of selection.

When employees are detailed to higher-graded positions, management will consider rotating employees to fill those assignments.

IV. Working Conditions

Article 12 - Working Conditions

Section 1 – General

When OLMS proposes to take any action that may affect working conditions, it shall, consistent with statute, give notice to NULI and will bargain to conclusion.

An employee who alleges any violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, or who has a complaint concerning any matter relating to employment, may seek relief in accordance with Article 34, "Grievance and Arbitration Procedure." This section shall not apply to matters excluded from the grievance procedure or to any working conditions reserved as management rights by the law.

Section 2 – Worksite Accommodations and Notification of Change

OLMS recognizes that the quality of the traditional on-site workplace has a significant impact on the efficiency of OLMS operations. In any design or redesign of such a workplace, OLMS will focus on improving the quality of the workplace within budgetary constraints. A quality workplace requires the efficient use of office space and attention to those factors which provide employees adequate and dedicated space to do their jobs to the best of their ability. Space occupied by bargaining unit employees shall be arranged and maintained so as to ensure a quality workplace. To the extent that OLMS has any control regarding the design or redesign of such a workplace (including the selection of furniture), OLMS will seek input from the staff affected. In addition, staff input will be considered regarding equitable reductions of space.

Such accommodations to conduct official business should include at a minimum:

- A. Individual access to the computer network.
- B. Individual access to a telephone.
- C. A work desk and ergonomic chair.
- D. Adequate space to work and store records as well as a lockable storage cabinet for storage of NULI documents and OLMS-related materials.

The OLMS district director will notify the NULI president, in writing, when a decision is made to reconfigure, move, or renovate office space.

Section 3 – Cellular Telephone MOU

OLMS and NULI agree to follow the terms negotiated in the Cellular Telephone MOU, dated October 1, 2014 which is attached as Appendix 4, as long as the MOU remains in effect.

Section 4 – Annual Verification of Driver Licenses MOU

OLMS and NULI agree to follow the terms negotiated in the Annual Verification of Driver Licenses MOU effective July 1, 2014 which is attached as Appendix 5, as long as the MOU remains in effect.

Section 5 – Voice over Internet Protocol (VOIP) Telephone System

OLMS and NULI agree to follow the terms negotiated in the VOIP Telephone System MOU dated December 4, 2012 which is attached as Appendix 6, as long as the MOU remains in effect.

OLMS and NULI also agree to establish a VOIP workgroup to address additional issues that may arise from the use of any new telephone technology as referenced in Section 5 of the December 4, 2012 MOU. The workgroup will be comprised of three participants from OLMS management and three participants designated by NULI.

Article 13 - Hours of Work and Telework

Section 1 – Variable Work Schedule

All employees will be allowed to work a variable work schedule with the opportunity to earn credit hours. All journeymen level employees will be given the opportunity to work a telework schedule in accordance with Appendix 2.

All employees participating in the telework program shall be bound by the terms and conditions of the OLMS Telework Guide of August 2011, which is hereby incorporated into the contract and included as Appendix 2. The Telework Enhancement Act (TEA) and DOL Departmental Personnel Regulations (DPR) Chapter 611 provides a basic framework for the Telework Guide.

Definitions

VARIABLE WORK SCHEDULE: This is a variable work schedule containing core time on Tuesdays, Wednesdays and Thursdays (10:00 a.m. to 2:30 p.m.) and a basic work requirement of 80 hours for the bi-weekly pay period. OLMS and NULI agree to follow the terms negotiated in the Workplace Flexibilities MOU dated March 24, 2016, which is attached as Appendix 7, as long as the MOU remains in effect.

Employees may begin their day as early as 6:00 a.m. and may work until 8:00 p.m. Hours worked in excess of 80 hours for the biweekly pay period will be considered credit hours earned.

CREDIT HOURS: Any voluntary hours worked in excess of 80 hours in a biweekly pay period between the hours of 6:00 a.m. and 8:00 p.m. Employees may earn credit hours in fifteen (15) minute increments. Full-time employees may bank up to a maximum of 24 credit hours. Part-time employees may bank up to a maximum of one-fourth of the hours in such employees' bi-weekly basic work schedule. After employees bank the maximum number of credit hours, they must use

credit hours before earning any additional credit hours. Credit hour use must be approved in advance when practicable.

For employees who work the Variable Work schedule, total time will be rounded to the nearest 15 minutes consistent with the FLSA.

TIME AND ATTENDANCE RECORDING: Every employee will use the automated time and attendance system provided by DOL.

Section 2 – Limitations

- A. Management will continue to have responsibility for seeing that the mission of the agency is carried out. Each office will determine adequate coverage during customer service hours for the purpose of assuring that the functions of the office are fulfilled. Some examples of the principal forms of coverage are:
 - 1. Having telephones answered.
 - 2. Providing technical and professional support.
 - 3. Providing office representation at essential meetings.
 - 4. Handling inquiries from the public.
 - 5. Providing program needs based on business necessity.
- B. The opportunity for employees to maximize their variable work hours shall be consistent with the requirements for coverage of the office and the accomplishment of the mission. No employee's regular and recurring schedule should exceed ten (10) hours per day.
- C. Employees with rescheduling authority will not be required to adjust their hours, except where the work assignment requires, and the employee has knowledge of the necessity to reschedule prior to the beginning of the workday in which the hours are to be rescheduled.
- D. In accordance with Title 5 U.S .C., Section 6101(a)(3), split shifts with breaks of more than one hour will not be utilized except when the head of the agency determines that the "organization would be seriously handicapped in carrying out its function or the costs would be substantially increased."
- E. All ordered or approved work performed in excess of the basic work requirement shall be compensated, at the election of the employee, by paid overtime or compensatory time, in keeping with existing regulations and statutory provisions.
- F. Assignments which are known in advance to involve a significant amount of paid overtime will be distributed as equitably as practicable among qualified employees. Supervisors will notify employees as far as practicable in advance of an overtime assignment.
- G. In cases where bargaining unit members are required to work mandatory overtime, selection of the bargaining unit member by management will be made in accordance with Article 5, Section 1, and Article 26 of this collective bargaining agreement.

Section 3 – Accrual of Compensatory/Overtime and Use of Compensatory/Credit/Overtime

Accrual

Overtime, whether paid or compensatory time, must be approved in advance except when it is not possible for the employee to obtain advance approval. When accomplishment of assigned work dictates that an employee work more than the normal workday, and the employee is unable to discuss this with the supervisor, the employee may elect to work the extra time. In such situations, the employee must notify the supervisor as soon as is practicable. Departmental regulations regarding limits on accrual and use of compensatory time are applicable to this article.

Use

Credit hours and compensatory time off is as much a right of employees as is annual leave. To the extent feasible, supervisors will make every effort to permit the employee to use credit hours and/or compensatory time off at the employee's option, consistent with the efficiency of the operations of the office.

Section 4 – Scheduling Conflicts

Scheduling conflicts among employees will be resolved in accordance with Article 26.

Article 14 - Work Simplification

Section 1

OLMS and NULI agree to cooperate in striving for improved efficiency and reduction in unnecessary paperwork, and the reduction of unnecessary employee reporting forms used in the field. When OLMS determines that it may be necessary to institute a new form, or to change the mode of submission of an existing form to the extent that it affects working conditions, the NULI President will be notified sufficiently in advance of implementation to permit the negotiations required by the Federal Labor - Management Relations Act.

Section 2

At the district, regional and national meetings described in Article 36, when placed on the agenda, OLMS agrees to have the appropriate management official(s) from the respective levels discuss and clarify the use and need for any form of concern to NULI.

Article 15 - Travel

OLMS recognizes that unit employees will be compensated in accordance with 5 CFR 550 and 551 for time spent traveling.

Section 1

Consistent with applicable law and to the maximum extent practicable, OLMS shall schedule and arrange assignments, TDY, training, etc., so all official travel for unit employees will occur within regular hours of work. In the event of national training or significant multi-regional work details, OLMS will notify the NULI President or designee of the required travel in advance.

Section 2

An employee who is assigned to training or duty away from the regular post of duty will be reimbursed for travel in accordance with DLMS-7, Chapter 1. If such employee elects to return home during non-work hours, he or she may be reimbursed for travel subject to the limitations of DLMS-7, Chapter 1. Use of a government vehicle may only be used for voluntary return travel in accordance with DLMS-7 Chapter 1-2.6(a). Nothing in this article should be interpreted to conflict with the Fair Labor Standards Act.

Section 3

OLMS and NULI recognize that airline travelers generally are required to arrive at the airport at a designated pre-departure time (e.g., 1 or 2 hours before the scheduled departure). Such waiting time at the airport is considered usual waiting time and is creditable time in a travel status. In addition, time spent at an intervening airport waiting for a connecting flight (e.g., 1 or 2 hours) also is creditable time in a travel status, subject to exclusions for bona fide meal periods. In all cases, determinations regarding what is creditable as “usual waiting time” are within the sole and exclusive discretion of OLMS.

Section 4

For issues regarding hours of work while in travel status, refer to Article 13 (Hours of Work and Telework). For issues regarding safety and health of any employee while in travel status, refer to Article 21 (Safety and Health).

Article 16 - Travel Reimbursement

Section 1

OLMS agrees to adjust upward automatically the per diem, mileage, and expense rates allowable to unit employees to be consistent with any increases permitted by the Department of Labor.

Section 2

OLMS recognizes that unit employees, in so far as practicable, should not be required to expend personal funds for government business. OLMS, to the extent of its authority, and consistent with applicable travel regulations, will approve appropriate travel advance requests made by unit employees.

Section 3

No employee shall be required to use his/her privately-owned vehicle (POV) in the course of government business. When use of an employee’s POV is authorized as advantageous to the government, the employee shall be reimbursed at the mileage rate in effect at the time of the travel, in accordance with DLMS-7, Chapter 1-4. OLMS and NULI agree to follow the terms of the Department’s Authorization for Home-to-Work Transportation policy (DLMS-2, Chapter 1500 – Motor Vehicle Management) as implemented in 2016, for as long as it remains in effect. OLMS and NULI recognize management’s right to approve the mode of transportation to accomplish the agency’s mission.

Section 4

Travel advance payments will be made in accordance with DLMS-7. Unit employees without active charge cards issued pursuant to government contract will not be precluded from obtaining travel advances.

Article 17 – Temporary Duty Assignments

Section 1

OLMS and NULI recognize that the nature of the mission of OLMS is such that occasionally unit employees will be required to travel from their official duty station on extended temporary duty assignments.

Section 2

Unless other arrangements are agreed to, on any "temporary duty" assignments which require employees to be away from their official duty station in excess of two consecutive weekends, employees will be permitted to return to the official duty station on official business before being required to spend a third consecutive weekend away.

The parties agree that in special circumstances which also involve extended assignments in locations distant from the employees' duty station, employees may be required to remain at a temporary duty station for a longer period of time than provided in the above paragraph before returning to their regular duty station.

Section 3

NULI and OLMS agree that when selecting employees for extended details outside of their district office jurisdiction:

- A. Whenever possible, OLMS will consider qualified volunteers for extended details.
- B. Employees will be informed of the length of the detail and the duties at the time volunteers are requested.

Article 18 - Annual Leave and Leave of Absence

Section 1 – Right to Annual Leave

Annual leave is a right of the employee and not a privilege. Consistent with the needs of the service, annual leave that is requested in advance will be approved. Each employee has the responsibility of initiating discussion of leave plans with the employee's supervisor sufficiently in advance to permit proper planning. It will be the responsibility of the supervisor, in consultation with the employee, to schedule annual leave in order that annual leave will not be forfeited.

Section 2 – Consecutive Weeks

For vacation purposes, supervisors will schedule workloads and annual leave in a manner which ordinarily would permit each employee to take at least two (2) consecutive weeks each year between June 1st and August 31st. Employees shall be entitled to at least one vacation of two

consecutive weeks each calendar year. Consistent with the needs of OLMS, annual leave in excess of two (2) consecutive weeks will be approved.

Section 3 – Resolving Scheduling Conflicts

In the event of a conflict of annual leave scheduling among employees at a given duty station, in absence of determinable personal hardship, the conflict will be resolved as provided in Article 26.

Section 4 – Cancelled Leave

If previously approved leave is canceled, the supervisor will inform the employee as soon as practicable of the reasons why it is necessary to cancel the leave.

Section 5 – Emergency Leave

When emergencies arise which prevent advance request and approval for leave, the employee shall notify the supervisor, or other on-site designee if the supervisor is absent, as soon as possible, and normally within two (2) hours. Such time off may be charged to annual leave, compensatory leave, sick leave, or LWOP as appropriate.

Section 6 – NULI Leave of Absence

If NULI creates an elected full-time paid position, OLMS agrees, upon written request, to approve a full-time leave of absence for any unit employee elected to such position for the purpose of serving full-time in the elected position. Such leave of absence will be without pay and such other conditions as may be imposed by law or higher regulation. Only one (1) employee may be on a leave of absence under this Section at any given time. Upon return from leave of absence under this Section, OLMS will place the employee in a like position in the unit.

Section 7 – FMLA/FEFFLA

An employee may be granted any combination of leave consistent with the Family and Medical Leave Act and the Federal Employees' Family Friendly Leave Act.

For the purposes of this article, family member means the following relatives of the employee:

- Spouse and parents thereof
- Children, including adopted children, and spouses thereof
- Parents
- Brothers and sisters, and spouses thereof
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

Section 8 – Inclement Weather or Emergency Conditions

- A. Management may apply administrative leave to tardiness which is clearly attributable to extraordinary weather, public transportation, or traffic tie-up conditions. In considering requests for excused absences, management shall consider factors such as the distance between the employee's residence and place of work, the modes of transportation available to

an employee, and the efforts made by employees traveling under similar circumstances in getting to work on time.

- B. When dismissal is announced because of emergency conditions that develop during working hours, the following outlines charges to leave that may occur:
 - 1. If the employee was on duty and was dismissed, the employee is not charged leave for the remaining hours of the work shift following dismissal.
 - 2. If the employee was on duty and departed on annual leave after receiving official word of dismissal but before the time set for dismissal, the employee is charged leave from the employee's departure time until the official dismissal time.
 - 3. If the employee was scheduled to report for duty after taking an official period of leave and dismissal is effected before the employee reports to work, the employee is charged leave until the time set for dismissal.
 - 4. If the employee was absent on approved leave for the balance of or for the entire work shift before official word of dismissal was received, the entire absence is charged to leave as originally planned and approved.

- C. When emergency situations develop during nonworking hours, thereby making it difficult or virtually impossible for employees to get to work on time, the DOL office will open as usual or close by administrative order according to established procedures. The following outlines charges to leave that may occur.
 - 1. Supervisors may excuse tardiness without charge to leave when it can be determined that the employee made every reasonable effort to get to work on time.
 - 2. Employees may use annual leave to their credit without having to request advance approval or to provide justification for absence in circumstances for which an unscheduled leave policy is announced. Normal requirements for an employee to notify his or her agency within prescribed time limits are suspended.
 - 3. Workdays on which DOL offices are closed are non-workdays for leave purposes. Employees scheduled to work on those days will be excused without charge to leave or loss of pay. Employees on previously authorized leave will not be charged leave for those days.

- D. When emergency situations develop during either working or nonworking hours, and the employee has signed a telework agreement, and the employee has work that can be performed at his or her telework site, supervisors are encouraged to approve the employee for telework during the duty time affected by the emergency situation without charges to leave for the time teleworking, in accordance with Chapter 9 of Appendix 2(OLMS Telework Guide)

Section 9 – Vehicle Breakdown While On Official Business

When a vehicle used on official government business breaks down or is otherwise inoperative, administrative leave will be granted in connection with emergency repairs to the vehicle if the breakdown occurs while the employee is in official travel status. In such situations, the employee will, as soon as practicable (within an hour if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions. Administrative leave will be granted upon presentation by the employee to the supervisor of a reasonably acceptable explanation and/or documentation relating to the emergency.

Article 19 - Maternity/Paternity and Child Care Leave

Section 1

An employee may use sick leave for the time required for physical examination and/or incapacitation due to pregnancy. Leave related to pregnancy which is not due to physical examination or incapacitation due to pregnancy must be charged to annual leave, compensatory leave, earned credit hours, or leave without pay, in accordance with DPR 630.

Section 2

All requests for annual leave, leave without pay, and compensatory leave for the purposes of maternity, paternity, and/or child care are subject to the needs of the agency. In this regard, a period of three months will, subject to the needs of the agency, be routinely granted. Requests for additional leave, up to one year in total time inclusive of sick leave, will be given due consideration.

Section 3

An employee may borrow against future leave, if necessary, in accordance with applicable DOL regulations. All of the above leave may be extended in accordance with applicable regulations.

Section 4

If an employee is granted any combination of leave, as described in Sections 1, 2, and 3 above, which exceeds one (1) year in duration, the employee will be entitled to return to duty to a position in the unit in accordance with the following:

- A. In so far as practicable, OLMS will restore the employee to the position held at the time the leave began.
- B. Failing the above, the employee will be placed in a like position within the unit.

Section 5

Nothing in this article should be interpreted to be in conflict with the Family and Medical Leave Act or the Federal Employees Family Friendly Leave Act.

Section 6

Annual leave, earned credit hours, compensatory time, leave without pay, or sick leave, in accordance with OPM regulations, can be used by employees for those absences associated with their adoption of children.

Section 7

Consistent with the requirements of section 4207 of the Patient Protection and Affordable Care Act, public law 111-148, subsection (r) in Section 7 of the Fair Labor Standards Act, federal agencies are required to 1) provide a reasonable break time for employees to express breast milk for 1 year after her child's birth each time such employee has need to express milk and 2) make arrangements to provide a place other than a bathroom that is shielded from view and free from intrusion from coworkers and the public for the employee to express breast milk.

Employees may use their breaks and lunch time for this purpose. In addition, they may take compensatory time, credit time, and/or annual leave, or extend their workday accordingly.

Article 20 - Part-Time Employment

OLMS and NULI recognize the principles of 5 CFR Chapter 34, Sections 3401-3408, which provide for the expansion of part-time employment opportunities in the federal service. Accordingly, the parties acknowledge that full-time employees may desire to request part-time status for personal reasons such as family responsibilities, education, retirement transition, handicap, etc.

An employee may request part-time status or renewal of part-time status to cover a period of up to one year. OLMS will give due consideration to such requests, including the time period requested, and will respond timely, usually within thirty (30) days.

OLMS has the right to terminate the part-time status with a written sixty-day (60) notice to the employee. The employee has the right to terminate the part-time status with management's approval.

Management and the employee in part-time status will work together to accommodate any schedule changes to mitigate undue hardship for OLMS or the employee. Such employees may occasionally be assigned to work more than their regular part-time schedule as work requirements dictate. Such employees will normally be given one week advance notice of such temporary changes. Any permanent change in a part-time schedule will be provided in writing by OLMS thirty (30) days prior to implementation. Upon management's approval, an employee's request for a permanent change in a part-time schedule may be implemented in less than thirty (30) days.

Article 21 - Safety and Health

Section 1

OLMS, consistent with the provisions of EO 12196 and to the extent of its authority, will provide and maintain for employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death, harm, or ill health.

Section 2

OLMS, to the extent of its authority, agrees that its occupational safety and health program will provide the following:

- A. Prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, OLMS agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps to protect employees. Employees exposed to the conditions will be informed of the abatement plan. When the hazard cannot be abated without the assistance of the General Services Administration or other Federal agency, OLMS agrees to act with such agency to abate the hazard.
- B. All Safety and Health self-inspections will be conducted by an OLMS manager, either long-term acting or permanent. A NULI steward, or in his or her absence a representative of NULI, will be provided a reasonable opportunity to be present at an inspection. In the absence of a manager, or where it is unreasonable for the manager to participate in the inspection, his or her designee must not be a bargaining unit employee. It is agreeable by both parties that any Department of Labor manager may conduct the inspection.

Section 3

Smoking is prohibited in Department of Labor space that cannot be avoided by non-smokers while carrying out their jobs. Such space will be determined through negotiations at the field office level.

Recognizing the risk to employee health and well-being, OLMS and NULI mutually support and encourage the efforts by employees to quit smoking. In this regard, the agency will provide appropriate time for employee participation in cessation classes, clinics, and other such activities. Recognizing it is the individual choice of each employee as to whether they smoke, participation in a smoking cessation program will be voluntary.

Employees who desire to leave their work areas to go to designated smoking areas (or to smoking areas outside Departmental space) may break up their morning and afternoon rest breaks into short smoking breaks.

Section 4

OLMS and NULI encourage unit employees to inform their supervisors of any working condition or work related situation that could endanger health or safety. Each supervisor will take prompt and appropriate action to correct any unsafe or unhealthy condition or action which is reported to or observed by the supervisor.

Section 5

In furthering the development of Departmental safety programs, OLMS and NULI will cooperate in improvement of safety procedures and in the dissemination of information on various safety activities to all employees.

Section 6

OLMS, to the extent of its authority, agrees that its occupational safety and health program will:

- A. Assure response to employee reports of hazardous conditions and request inspection within twenty-four (24) hours for imminent danger, three (3) workdays for potential serious conditions and twenty (20) workdays for other conditions. The procedures will assure the right to anonymity of those employees who make the reports.
- B. Assure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of a potentially unsafe or unhealthful working condition or other participation in agency occupational safety and health program activities.

Section 7

OLMS and NULI are mutually committed to the concept of wellness and fitness programs as a valuable means of enhancing the well-being, and thereby, the performance and productivity of OLMS employees. To the extent of its authority, OLMS agrees to promote the establishment of and to provide access to available health services and federal fitness facilities.

Section 8

OLMS agrees to develop procedures to assure that all handicapped employees are provided appropriate assistance to evacuate the building in the case of an emergency.

Section 9

Employees shall not be required to operate or use any unsafe equipment or ride in or on any unsafe conveyance which presents immediate danger to their safety and health.

Section 10

No employee will be required to use any vehicle which is not equipped with a separate baggage compartment when official records and equipment must be secured under lock. This section does not prohibit OLMS from seeking to obtain a sport utility vehicle or mini-van for any of its offices if conditions warrant.

Section 11

OLMS shall provide adequate office space in accordance with GSA regulations and/or standards.

OLMS shall make reasonable efforts, within budgetary constraints, to identify and eliminate ergonomic risk factors. OLMS and NULI shall be jointly responsible to affect such efforts, to educate employees, and to eliminate risk factors.

Section 12

NULI participation on the Departmental Safety and Health Committee, the Field Safety and Health Committee, and the National Safety and Health Committee will be governed by government regulations.

Article 22 - Office Space and Parking

Section 1 – Office Space

The parties mutually agree that assignment of investigator office space precipitated by external factors, such as an office move, reconfiguration, renovation, or departure of an office staff member, will be based on time in OLMS. To facilitate this process, management will provide the union with a relevant space plan and an accurate seniority list of bargaining unit members. Assignments will be made in a two-step process:

- Employees not in the formal telework program will get first choice in the assignment of office space based on time in OLMS.
- After employees not in the formal telework program have been assigned office space, then employees in the formal telework program will be assigned office space based on time in OLMS.

Section 2 – Parking

OLMS' general policy is to secure as much parking for employees as possible within budgetary constraints under the law and regulations. Within budgetary constraints, OLMS will retain parking spaces currently assigned and secure additional parking spaces from the GSA whenever available and can be utilized by OLMS employees.

Article 23 – Interstation Transfers

Section 1

Involuntary reassignments will only be made to promote the efficiency of the service, and will not be made to discriminate or punish, or for any reason that would violate law, rule, regulation, or this agreement.

Section 2

In so far as practicable, OLMS will correct staffing imbalances by attrition and voluntary reassignments. When such is not possible, the fully qualified employee or employees to be transferred will be determined by application of Article 26.

Section 3

OLMS agrees to canvas annually employees in the unit to determine their preference for voluntary transfers. The OLMS canvassing document will include a list of all known current and future vacancies, but will also encourage transfer requests to offices or cities where no known vacancy exists. OLMS will give consideration to these requests. Decisions on transfer requests are affected by situations or circumstances at the time. Some of the factors which are considered in transfer requests are:

- A. Budgets and prospects for future budget enhancements which affect OLMS' ability to fill staffing vacancies.
- B. Staffing needs in both the gaining and the losing offices.
- C. Input from management in the affected offices.

D. Special circumstances or hardships and potential financial obligations.

Section 4

Unit employees may file an advance application for any positions in the unit for which they may be qualified. The application will be considered for such positions which may be established or filled within one (1) year from the date such application is filed.

Section 5

Reimbursement for travel, relocation and transportation expenses incurred in connection with involuntary reassignments which are for the good of the service shall be provided in accordance with applicable laws and regulations, including but not limited to FTR Chapter 302 and DLMS-7, Chapter 2.

Article 24 - Equal Employment Opportunities

Section 1

Consistent with applicable laws and Departmental regulations (5 U.S.C., Sections 2302 & 7201-7204 and 5 CFR, Part 720) OLMS and NULI agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of race, color, sex, national origin, religion, age, marital status, sexual orientation, political affiliation or disability, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2

In the policies and practices of NULI there shall continue to be no discrimination against any employee on account of age, sex, race, creed, color, or national origin. NULI shall not deny membership to any employee in the unit except for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership.

Section 3

Through the procedures established for union-management cooperation, each party agrees to advise the other of any outstanding equal opportunity problems of which they are aware. OLMS and NULI will jointly seek solutions in such problems through personnel management procedures and programs provided in this agreement and in regulations. OLMS and NULI will continue current efforts to jointly monitor performance appraisals and related award statistics. OLMS and NULI agree to annually discuss and assess equal opportunity issues within the established joint OLMS/NULI relationship.

Section 4

OLMS agrees to provide the President of NULI with a copy of the appropriate agency Affirmative Action Plan submission.

Section 5

The NULI President shall be notified of all proposed remedial or corrective actions, which impact on bargaining unit employees, to be taken as the result of informal or formal resolution of EEO complaints, consistent with applicable privacy protections.

V. Miscellaneous

Article 25 - Employee Assistance Program

Section 1

OLMS and NULI agree to cooperate to assure effective implementation of the Department's policy on alcoholism, drug abuse, and behavioral problems as specified by regulation and DOL policy in relation to the Employee Assistance Program.

Section 2

NULI and OLMS recognize that the Employee Assistance Program is designed to deal forthrightly with a range of problems at an early stage when the situation is more likely to be correctable. To the extent that management is aware of the employee's participation, it will keep the information confidential and will draw no adverse inference from such participation.

Employees undergoing a prescribed program of treatment for alcoholism or drug abuse or professional treatment for mental health purposes shall be granted sick leave for such purposes, consistent with applicable leave laws and regulations.

An employee meeting with an Employee Assistance Program counselor is allowed up to one hour (or more as necessitated by travel time) of excused absence for each counseling session during the assessment/referral phase of rehabilitation, not to exceed six sessions. Administrative leave should be granted for this purpose subject to supervisory approval. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations.

Section 3

Nothing in this article shall prevent management from taking appropriate action in the event that misconduct or performance problems arise. If an employee requests assistance under the Program and participates in the Program, the responsible supervisory official must weigh this fact in determining appropriate disciplinary and adverse action, should such action become necessary.

Section 4

OLMS will consult and negotiate with NULI regarding the Employee Assistance Program, in accordance with applicable law and regulations.

Article 26 - Seniority

Seniority is defined as time in OLMS and its predecessor organizations, as a bargaining unit employee covered by the NULI collective bargaining agreement.

In determining a tiebreaker concerning seniority, the following methods will be used:

- A. When two employees are involved, a toss of the coin or drawing of straws administered by the district director or designee will determine seniority.
- B. When three or more employees are involved, a drawing of straws administered by the district director or designee will determine seniority.

- C. Last name by ascending alphabetical order (A-Z) will determine who selects first. The first name of a hyphenated last name will be used to determine alphabetical order.

Once the seniority tiebreaker discussed above has been applied, the procedure will not be reinvoked for those affected employees.

The parties mutually agree that this provision applies to the following:

- A. Training, after all other factors defined in Article 8 have been considered;
- B. Temporary duty assignments, after all other factors defined in Article 17 have been considered and consistent with management's right to assign work and direct employees; and
- C. Other areas, as provided for in the contract.

Article 27 - Awards

Section 1

The parties agree to use all award categories to:

- A. Encourage employees to improve efficiency and economy of operations, and
- B. Recognize and award deserving employees, individually or in groups, for superior work, suggestions or other outstanding efforts.

Absent budget constraints, the agency agrees to set aside the maximum percentage of payroll allowed for performance awards by the Secretary.

Section 2

- A. An employee who receives an overall rating of "exemplary" must receive a performance award and/or a quality step increase.
- B. An employee who receives an overall rating of record of "highly effective" should normally receive a performance award.

Section 3

NULI may nominate individuals or groups in the unit for awards through the appropriate management channels.

Section 4

Any employee may nominate any other individual or groups for awards through the appropriate management channels.

Section 5

It shall be management's responsibility to expeditiously process award nominations. When an employee or a NULI representative nominates an employee for an award, the OLMS approving official will notify the nominator within sixty days of receipt of the nomination, and every thirty days thereafter as to its status while still pending.

Section 6

At the beginning of each fiscal year, the parties agree to issue a joint statement promoting awards for deserving employees, listing available awards with a summary of award procedures, and recapping the awards distributed the previous fiscal year.

Article 28 - Contributions and Bonds

Section 1

NULI and OLMS agree to cooperate and support participation by employees in the Payroll Savings Program, Combined Federal Campaign, and Blood Donation Drives. Employees have a right to decline to participate in such programs and there shall be no coercion, compulsion, or reprisal toward any employee because of the employee's contribution or choice not to contribute.

Section 2

The employee's immediate supervisor may inform the employee of the purposes and needs or other given explanations of a particular drive, but confined to one single occasion for each drive and each employee. The immediate supervisor may not collect the pledge or donations by an individual employee under the supervision of that supervisor, but may receive such pledges or donations in sealed envelopes.

VI. Personnel Matters

Article 29 - Position Classification

Section 1 – Position Description

NULI may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. OLMS agrees to review the presentation and advise NULI of the results of its review.

Section 2 – Changes to Duties and Responsibilities

OLMS will inform NULI as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees in the unit due to reorganization or when changes in position classification standards result in classification changes or when changes will be made in position classification standards which could result in classification changes. OLMS further agrees to furnish NULI copies of proposed classification standards for bargaining unit jobs referred to OLMS by the Office of Personnel Management for comment. Office management shall maintain the position description for each employee which will accurately reflect the actual duties of the employee filling the position.

Section 3 – Appeals

An employee may appeal the classification of the employee's position in accordance with Department of Labor and Office of Personnel Management regulations. In accordance with 5 U.S.C. 712 1(c)(5), such appeals are not subject to the grievance and arbitration procedure in this agreement unless the classification appeal results in a reduction in grade or pay of an employee.

Section 4 – Desk Audits

OLMS will timely notify the affected employee and NULI prior to the desk audit of the employee by OLMS or the Department of Labor. Upon receipt of such notice, the employee upon request may briefly consult with the NULI representative. NULI agrees not to interfere with any management prerogatives in this matter. OLMS will timely notify unit employees and NULI prior to any desks audits in connection with personnel management evaluations conducted by OLMS, DOL, or OPM.

Section 5 – Other Duties as Assigned

Investigators in an office may be assigned to assist in the service and maintenance of the GOV(s), along with other duties that may be assigned, as stated in their position descriptions.

Section 6 – LEO/GS-1811

Management and NULI acknowledge and agree that those employees under the Law Enforcement Officer Retirement Coverage (LEO), as defined in 5 CFR 831, 5 CFR 842, 5 U.S.C. 8412 (d) and (e), 5 U.S.C. 8414 (c), 5 U.S.C. 8331, 5 U.S.C. 8336, and/or any other relevant rules, regulations or statutes, must have criminal investigation and enforcement as their primary duty.

It is the goal of OLMS that LEO coverage be sustained on a consistent and regular basis. A memorandum of understanding signed in May 2008 is incorporated into the language of the contract and is attached as Appendix 3. OLMS GS-1811 investigators will be hired in accordance with Article 11 (Merit Staffing) of this agreement, in accordance with 5 CFR, Part 335 and related departmental regulations.

Article 30 – Personnel Records

Section 1 – Official Personnel Folders/Performance Files

The Official Personnel Folder and Employee Performance File of each unit employee shall be maintained electronically by the appropriate Office of the Assistant Secretary for Administration and Management (OASAM) in accordance with applicable Privacy Act Regulations of the Office of Personnel Management.

Section 2 – Rights and Limitations of Supervisory Files

- A. The "Supervisor's File on Employee" of any unit employee shall be maintained in accordance with applicable Privacy Act Systems and Regulations of the Department of Labor consistent with the Privacy Act. Such file(s) will be limited to the needs of the supervisor's relationship with the unit employee. Such file(s) would include, but not be limited to, documents and electronic records such as memoranda, notes, and diaries containing information on the employee's activities, and documents and electronic records submitted from outside sources, as well as any other record or document used to support performance or personnel action.

- B. Because the stated purpose of the existence of the Supervisor's File on Employee is limited to the needs of the supervisor's relationship with the unit employee, unit employees would expect that such a file, if maintained, will be maintained by the unit employee's supervisor.

Privacy Act Regulations also give management the right to maintain such a file, a second file, at one additional organizational level of the agency. Upon the request of the unit employee, the immediate supervisor will allow the unit employee to review such file in a timely manner (usually within one business day). Original documents will be provided unless circumstances dictate otherwise. The employee shall receive, upon request, a copy of any document contained within such file(s).

- C. To foster the timely correction of unit employees' misconduct or performance shortcomings, for the efficiency of the service, all unfavorable conduct or performance material placed in such file(s) should be timely discussed with the unit employee. The employee will be given the opportunity to insert into such file(s) any statement about such unfavorable material, to be maintained within such file(s) as long as the unfavorable material is maintained.
- D. Each Supervisor's File on Employee shall be purged of all materials once the employee's performance appraisal for that period has been finalized and any subsequent proceedings, including grievances or ADR, have been completed. In the event unfavorable material in such files is used as back-up for a grieved rating of record, a disciplinary action, a proposed adverse/performance based action, or a matter which is otherwise the subject of a grievance or appeal, that material shall be placed in the appropriate official file in accordance with Privacy Act Regulations. Material will not be retained in an employee's working file indefinitely.
- E. OLMS managers who choose to maintain an electronic Supervisor's File on Employees for performance rating purposes shall maintain the file on the appropriate office's shared drive. This file shall be accessible only by the bargaining unit member and his/her direct supervisor(s).
- F. In compliance with OLMS's Litigation Document Retention Policy, dated May 16, 2011, OLMS managers and investigators will purge their electronic files, including Outlook files, of all draft versions of documents relating to the types of cases listed in the policy, i.e., election investigations (Program 01, 02, 03), supervised elections (Program 71, 72, 73), criminal investigations (Program 08), and Compliance Audits (Program 76 and 77). This purging may take place on an ongoing basis but must be completed once the employee's performance appraisal for that appraisal period has been finalized and any subsequent proceedings, including grievances or ADR, have been completed.

Section 3 – Supervisory Files and Merit Staffing Panels

The Supervisor's file on employee shall not be made available to Merit Staffing Panels.

Article 31 - Disciplinary and Adverse Action

Section 1 – Disciplinary Action

- A. A disciplinary action is an oral admonishment or warning confirmed in writing, a written reprimand, or a suspension for fourteen (14) days or less. If a management official confirms an oral admonishment or warning in writing, such confirmation will be maintained in the Supervisor's File on Employee.
- B. An employee will be subject to disciplinary action only if it will promote the efficiency of OLMS.

- C. The parties agree that prime emphasis shall be placed on preventing situations which may result in discipline, and that efforts should be made to help employees through counseling so that disciplinary actions can be avoided. The parties further agree that discipline shall be initiated by OLMS within a reasonable time after the event, or knowledge thereof, which gave rise to the action. As a general rule, discipline shall be progressive; however, discipline shall be appropriate to each particular case.
- D. The first step in disciplinary action shall be a meeting between the employee and the supervisor at which the employee shall be informed of the conduct or performance which is expected to correct, except where the nature of the offense would make other initial action appropriate.
- E. OLMS will encourage the use of Alternative Approaches to Discipline (AAD) in accordance with DOL policy guidelines.
- F. The NULI President or designee shall be advised in writing, by region, that an oral admonishment or warning confirmed in writing or a written reprimand has been taken against a unit employee at the time written notice of the action is furnished to the employee. The NULI President or designee shall be advised in writing, by region, that a suspension of fourteen (14) days or less has been proposed against a unit employee at the time notice of the proposed suspension is given to the employee. Such notice to NULI will be in accordance with the Privacy Act.
- G. Any unit employee may grieve a disciplinary action in accordance with the grievance and arbitration procedure contained in Article 34. The failure to reach a settlement agreement under AAD, within 15 days of official written notice from the supervisor, will result in the employee having the right to grieve the disciplinary action as contained in Article 34.
- H. The procedures employed by OLMS in carrying out suspensions of fourteen (14) days or less will be in accordance with 5 CFR 752B and DPR 752B. Accordingly, the employee has the right to a copy, upon request, of the material that is relied upon to support the reasons for action given in the notice. The employee shall be given seven (7) calendar days to respond to the proposed suspension. Further, the unit employee is entitled to be represented by NULI, a private attorney, or other representative. The employer shall consider the employee's response, then shall give the employee a written decision concerning the proposed action.

Section 2 – Adverse Action

- A. An adverse action is defined as removal, suspension for more than fourteen (14) days, furlough of thirty (30) days or less, reduction in grade, or reduction in pay.
- B. An adverse action can be based on performance related factors, non-performance related factors, or both.
- C. Under the adverse action statutory appeals procedure, an employee will be subject to an adverse action only if it will promote the efficiency of the Federal service.
- D. The procedure employed by OLMS in carrying out adverse actions will be in accordance with 5 CFR 752D and DPR 752D. Accordingly, the employee has the right to a copy, upon request, of the material that is relied upon to support the reasons for action given in the notice. The unit employee will have fourteen (14) calendar days to respond to the proposed adverse action. The Employer shall consider the employee's response, then shall give the employee a written decision concerning the proposed action.

Further, the unit employee is entitled to be represented by NULI, a private attorney, or other representative.

- E. An employee may appeal an adverse action to the Merit Systems Protection Board (MSPB) in accordance with 5 CFR Chapter 752, or in accordance with the grievance and arbitration procedure contained in Article 34, but not both.
- F. NULI will be advised in writing that an adverse action has been proposed against a unit employee at the time notice of the proposed adverse action is given to the employee. Such notice to NULI will be in accordance with the Privacy Act.

Section 3 – Representation

A meeting between an employee and the supervisor and /or other management officials during which the principal topic of discussion is discipline and/or adverse actions, or discipline and/or adverse actions that are actually under consideration shall entitle the employee involved to be accompanied by the NULI representative during such meeting. If the supervisor or other management officials know prior to such meeting that discipline and/or adverse actions will be discussed or considered, the affected employee will be given prior notification. In other meetings, when it becomes apparent that disciplinary action may result against the employee, the employee upon request may have the NULI representative present at the meeting. When the employee requests the presence of the NULI representative, that representative may consult privately with the employee before continuation of the meeting.

Article 32 - Performance Based Action

Section 1 – General

Performance based actions include denial of a within grade increase, reduction in grade or pay, suspension or removal.

An employee may be subject to an unacceptable performance action resulting in a reduction in grade or removal under 5 CFR 432.

Under the Disciplinary and Adverse Action provisions of Article 31 and 5 CFR 752 an employee may be subject to suspension, reduction in grade or pay or removal.

A within grade increase may be denied due to performance that is rated either unacceptable or minimally satisfactory under 5 CFR 531.

Section 2 – Unsatisfactory Performance

An employee will be subject to an unacceptable performance action only for unsatisfactory performance of one or more critical elements of the employee's job.

Section 3 – Appeals

An employee may appeal an unacceptable performance action to the Merit Systems Protection Board (MSPB) in accordance with 5 CFR Chapter 752, or in accordance with the grievance and arbitration procedure contained in Article 34, but not both.

Section 4 – Notification

NULI will be advised in writing, by region, that an unacceptable performance action has been proposed against a unit employee at the time notice of the proposed action is given to the employee. Such notice to NULI will be in accordance with the Privacy Act.

Article 33 - Reduction In Force

Section 1

Reduction-in-force will be carried out pursuant to 5 CFR 351 and related Departmental regulations. Refer to RIF regulations on the Office of Personnel Management's (OPM) website for further details.

Section 2

OLMS shall notify the NULI President or designee of any proposed reduction in force as far in advance of notification to affected employees as is practicable but in no case later than 120 days prior to the date of implementation, unless circumstances otherwise dictate.

Section 3

OLMS agrees to minimize the impact of RIF to the maximum extent possible through meetings, discussions and/or negotiations as appropriate with the union.

VII. Administration of Agreement

Article 34 - Grievance and Arbitration Procedure

Section 1 – General

The purpose of this article is to provide a fair, speedy and orderly method for the consideration and resolution of grievances.

- A. OLMS and NULI endorse the importance of considering and resolving grievances as early as feasible at the lowest organizational level practicable.
- B. This procedure is the exclusive procedure available to the unit employees and NULI for consideration and disposition of grievances as defined below.

Section 2 – Scope

- A. A grievance is defined as any complaint pertaining to any of the following:
 - 1. By any employee concerning any matter relating to the employment of the employee
 - 2. By NULI concerning any matter relating to the employment of any employee
 - (a) By any employee, NULI, or OLMS over:
 - (b) The effect or interpretation, or a claim of breach, of this agreement

- (c) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment
- B. The procedures in this article shall be available to all employees in the unit, except that probationary employees may submit a grievance only in regard to:
 - 1. Working conditions
 - 2. Rights expressly granted them elsewhere in this agreement

Section 3 – Exclusions

The article does not apply to:

- A. Any claimed violation of subchapter III of Chapter 73 of Title 5 of the United States Code (U.S.C.) (relating to prohibited political activities)
- B. Retirement, life insurance, or health insurance
- C. A suspension or removal under Section 7532 of Title 5 of the U.S. Code
- D. Any examination, certification, or appointment
- E. The classification of any position which does not result in the reduction in grade or pay of an employee
- F. Binding decisions made by an authority outside the Department of Labor
- G. Non-selection from a group of properly ranked and certified candidates
- H. Judgment of a merit staffing panel or qualifications rating examiner
- I. Except with respect to alleged violation(s) of law or regulation or as required under this collective bargaining agreement, the failure to recommend or disapproval of a recommended quality salary increase, performance award, or other kind of honorary or other discretionary award
- J. Separation of probationary employees
- K. Reduction in Force (RIFs)

Section 4 – Statutory Appeal Options

- A. Employees, NULI, or OLMS at their option, may appeal an alleged violation of the Federal Service Labor-Management Relations Statute in accordance with either the grievance and arbitration procedures contained in this agreement or the unfair labor practice procedures set forth in 5 U.S.C. 7116, but not under both procedures.

- B. An employee(s), has the option to appeal an adverse action (as defined in Article 31), or an unacceptable performance action (as defined in Article 32), in accordance with either the grievance and arbitration procedures contained in this agreement, or the Merit Systems Protection Board (MSPB) in accordance with FPM Chapter 772, but not both.

An employee(s) has the option to allege discrimination under the EEO Policy in accordance with the grievance and arbitration procedures contained in this agreement, or may invoke the statutory appeals procedures set forth in 29 CFR Part 1614, but not both.

Section 5 – Rights

- A. Once a matter has been made the subject of a grievance, nothing herein shall preclude either party from attempting to resolve the grievance informally at the appropriate level.
- B. Grievances under this procedure may be initiated by employees in the bargaining unit either singly or jointly or by NULI on behalf of such employees who request union representation.
- C. NULI may initiate an institutional grievance on its own behalf when it believes rights assured it as an organization under the provisions of this agreement or the statute have been denied.
- D. OLMS may initiate an institutional grievance on its own behalf when it believes rights assured it as an employer under the provisions of this agreement or the statute have been denied.
- E. Where an employee has initiated a grievance and does not elect to be represented by NULI, NULI has a right to be present at all meetings between the employee and OLMS concerning the grievance. All grievances presented under such circumstances will be resolved consistent with the terms and conditions of this agreement.
- F. Employees in the unit may not be represented in the processing of a grievance by a representative other than NULI unless NULI agrees to such representation. An employee or a group of employees grieving without the intervention of NULI must follow the negotiated grievance procedure.
- G. No employee may take any matter to arbitration unless NULI agrees to do so.
- H. Nothing in this agreement shall be so interpreted as to require NULI to represent employee(s) if NULI considers the grievance to be invalid or unwarranted.
- I. The initiation of a grievance by an employee shall not cause any reflection on the employee's standing with the supervisor or the employee's loyalty or desirability to the organization.
- J. In seeking resolution of a grievance; grievants, NULI stewards, and other employees who have relevant information concerning the grievance will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

- K. Subject to the provisions in Sections 7 and 15 below, grieving employees will have the right to be accompanied, represented, and advised by a NULI representative at any stage of the proceeding.

Section 6 – General Procedures

- A. The parties shall have the obligation to produce any and all employee witnesses who have relevant information of the matter at issue.
- B. All available evidence shall be introduced at the earliest possible step. New evidence, which is relevant to the resolution of a grievance, may be introduced at any stage of the proceeding prior to arbitration.
- C. New issues may not be raised by either party unless they have been raised at Step 1 of the grievance procedure; provided, however, the parties may mutually agree to join new issues to a grievance in process. A dispute between the parties as to whether a matter constitutes a new issue may appropriately be brought before an arbitrator.
- D. The negotiated form is to be used for the filing of grievances under this article. The grievance form is to be signed by the employee(s) or, in the case of an institutional grievance, the appropriate NULI or OLMS official. The grievance shall be dated and shall include:
 - 1. The name of the grievant, the official to whom the grievance is presented, and the name of the Union representative, if any.
 - 2. A statement of the basic facts.
 - 3. The identification of the article (s) and section (s) of the agreement, or other rights, allegedly violated.
 - 4. The remedy being sought.
- E. An incomplete form will not be a basis for rejecting the grievance, but will be returned to the grievant or the Union for proper completion before processing. For purposes of timeliness, the grievance will be considered filed when the form is first received by the appropriate management official. However, the time for processing will not begin until the properly completed grievance form is received by the appropriate official.
- F. A grievance is properly filed when prepared in accordance with Subsection D of this section, and when it is received by the appropriate official within the time limits established in this article.
- G. All references in this article to the term "days" mean workdays.

Section 7 – Steps

Grievances will generally be filed at Step 1. However, where the action being grieved originated at another organizational level, the grievance may be initiated at the appropriate higher step. The steps in OLMS filed grievances will correspond to the levels of review enumerated in this section. Grievances shall not be considered unless they are taken up at the appropriate step within 15 days after the incident which gave rise to the grievance or within 15 days after the aggrieved, NULI, or

OLMS (if it is an institutional grievance) became aware of the matter out of which the grievance arose.

Step 1

The grievance shall first be brought to the attention of the appropriate supervisor by the aggrieved and/or NULI steward. The supervisor will discuss the grievance with the aggrieved and the NULI steward within five (5) days. The supervisor will give the decision in writing to the grievant and to NULI within three (3) days of the close of discussions.

Step 2

If the decision given in Step 1 is unacceptable, the aggrieved may proceed to Step 2 by submitting the grievance to the regional director, provided the following conditions are met:

- A. The grievance has been reduced to writing and states the facts of the grievance, which will include the specific section(s) of the agreement and/or regulations and/or Executive Order alleged to have been violated, when appropriate, and the remedy sought.
- B. Such grievance has been submitted to the regional director by the aggrieved or the NULI vice president within ten (10) days of receipt by the grievant of the decision rendered in Step 1. The grievance will be discussed among the regional director, the aggrieved, and the appropriate NULI vice president. The aggrieved has the option to participate. This discussion shall take place within seven (7) days after the written grievance has been received by the regional director. A written answer will be given or mailed to the aggrieved and NULI not later than five (5) days after the discussion with the regional director.

Step 3

If the decision given in Step 2 is unacceptable, the aggrieved may proceed to Step 3 by submitting the grievance to the OLMS Deputy Director within ten (10) days of receipt by the grievant of the decision rendered in Step 2. There will be a discussion among the OLMS Deputy Director or designee, the aggrieved, and the NULI President. The aggrieved has the option to participate. Such discussion shall take place within ten (10) days of the date of receipt of the aggrieved's notice of appeal. The aggrieved and the NULI President will be mailed a written answer not later than (10) days from the date of the discussion.

Step 4

Unacceptable decisions rendered in Step 3 may proceed to arbitration in accordance with the provisions of 5 U.S.C. 7121, provided such appeal is made within fifteen (15) days of receipt of the decision rendered in Step 3. Adverse actions which result in removal may be appealed directly to arbitration within fifteen days of the receipt of the adverse action decision. Such appeal must state a waiver of all prior steps of the negotiated grievance procedure.

Section 8 – Alternative Dispute Resolution (ADR)

- A. OLMS and NULI recognize that Alternative Dispute Resolution (ADR) can serve as an effective tool to resolve labor-management disputes. The benefits of ADR can be avoiding protracted and costly litigation, improving working relationships between management and

labor, and enhancing communication between employees and their supervisors. Therefore, the parties agree to implement ADR as stipulated in this section.

- B. ADR may be utilized to resolve a grievance after the issuance of a Step 2 decision. Either party may communicate to the other an interest to subject a grievance to ADR. If both parties agree, the grievance will be submitted to ADR.
- C. If a grievance is submitted to ADR, the timeframes for further processing the grievance will be suspended commencing from the day on which the parties agree to proceed to ADR. The ADR process will be grievance mediation, utilizing mediators from the Federal Mediation and Conciliation Service (FMCS). OLMS and NULI will coordinate the responsibility of communicating with FMCS for obtaining the mediator.
- D. The grievant, a NULI representative, the supervisor/manager and a management representative may participate during the mediation, which may be in person or by teleconference, or a combination of in person and teleconference, as agreed upon by the parties. The parties agree that all information shared during the mediation shall be kept confidential and will not be admissible before an arbitrator or other administrative or judicial court. The mediation shall proceed for no longer than 2 consecutive days unless the parties mutually agree otherwise. Any settlement agreement shall be reduced to writing and signed by OLMS, the grievant, and NULI. If the grievance is not resolved within the 2 day time period, NULI has the right to resume the grievance process by so advising the OLMS deputy director, in writing. Upon such notice, the timeframes set forth in Section 7 will commence, following the date of the notice.

Section 9 – Designation of NULI Representative

At any of the steps in Section 7 where, in the judgment of NULI, unusual circumstances exist, NULI may designate as NULI representative an individual other than the ordinary NULI representative.

In such cases, the NULI representative will not be on official time during travel, if any, nor will the travel costs, if any, be borne by OLMS.

Section 10 – Time Waivers/Step Waivers

- A. The time limits delineated in this article may, by mutual agreement of parties, be extended.
- B. The parties may mutually agree in writing to waive any step in this procedure.
- C. If either party considers a matter to be non-grievable or non-arbitrable, it shall advise the other party prior to the date of a hearing.

Section 11 – Failure to Meet Requirements

Failure on the part of respondent to meet any of the requirements of this procedure will permit the aggrieving party to move to the next step within fifteen (15) days from the date the response was due.

Section 12 – Arbitration Panel

When arbitration of a grievance is invoked, the parties shall, within ten (10) days, request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties shall confer within ten days after receipt of the list to seek agreement on an arbitrator. If the parties cannot agree on an arbitrator, the OLMS Deputy Director and the NULI President, or their designees, will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator.

Section 13 – Arbitration Fees/Location

- A. The arbitrator's fees and expenses shall be borne equally by OLMS and NULI.
- B. The arbitration hearing will be held at the grievant's post of duty unless the parties agree to another site.
- C. A verbatim transcript by an authorized court reporter may be furnished; the costs thereof to be borne by the party or the parties requesting the services of the reporter.

Section 14 – Arbitration Procedures

- A. The grievant, the NULI representative, and all employees who are called as necessary witnesses will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to leave. Except for the NULI representative, the travel expenses of the participants will be borne by OLMS. NULI will pay the travel costs of its representative(s). If the arbitrator determines that any employee witnesses are cumulative, NULI will pay the travel costs of such witnesses.
- B. The arbitrator's decisions will be final and binding, unless exceptions are filed by either party with the Federal Labor Relations Authority pursuant to 5 U.S.C. 7122.
- C. The arbitrator will have the authority to make an appropriate adjustment for the aggrieved to the extent such remedy is not limited by statute, regulation, or this agreement.
- D. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of (1) this agreement, (2) Chapter 71 of 5 U.S.C., or (3) the aforementioned published policies and regulations covered by this agreement either by direct or indirect reference.
- E. The parties will attempt to agree upon the issue(s) to be arbitrated and will so stipulate in writing to the arbitrator. If the parties cannot agree upon the issue(s), each party will formulate what it believes to be the issue(s) and shall submit same to the arbitrator at the beginning of the hearing.
- F. The parties shall exchange lists of prospective witnesses in advance of the hearing.

Section 15 – Arbitrator Authority

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

Section 16 – Arbitration Logistics

Due to the geographic dispersion of offices, the parties agree that wherever NULI does not have a

designated representative located on site to meet with the agency official processing the grievance at that step, meetings will be conducted telephonically unless other mutual arrangements are made.

Article 35 - Official Time and Facilities

Section 1 – General

In furtherance of stability in employee-management relations, OLMS agrees to provide the following facilities and services to NULI:

- A. Use of a room, if available, for union meetings during off duty hours, in each field office, such space to be designated by management.
- B. Adequate bulletin board space for posting NULI material.
- C. Federal telecommunications system, or other equipment or facilities, if related to contract administration and provided that prior approval is obtained from the regional director or district director and that their use does not impinge upon the requirements of the office in its operations. NULI agrees that such use shall, under no circumstances, involve or be available for strictly internal union business. Prior approval for the use of these facilities may be obtained at the same time that prior approval is obtained for the use of official time
- D. OLMS will provide for the normal physical distribution of NULI literature or bulletins received from NULI, such material to be sent in bulk to each field office, provided that they: (1) are reasonable in size; (2) are properly identified as material sponsored by NULI; (3) contain nothing that would seem to identify them as official OLMS material or imply that they are sponsored or endorsed by OLMS unless such is the case; (4) are limited to matters of direct concern to employees in relation to NULI and OLMS. In the event of any urgent situations arising, NULI will itself send such material to each field office in bulk, postage paid. OLMS agrees that such material will be expeditiously furnished to each employee in the unit.
- E. During the months of April and October of each year, OLMS agrees to furnish NULI a current list of bargaining unit employees by name, job title, and grade.
- F. Recognizing the need for privacy in conducting representational activities, in allocating private office space in field offices, priority will be given to all NULI Executive Board members after allocation of such spaces to field office management officials and supervisors. Preference will be given to NULI stewards in accordance with Article 22. Management will make every effort to obtain temporary private space for the conduct of labor relations matters as needed.

Section 2 – Use of Official Time

- A. The following types of internal NULI business will not be conducted on official time or with the use of official equipment or facilities.
 - Solicitation of membership
 - Collection of dues
 - Production of the NULI newsletter

- Administration of the NULI constitution including election, appointment and recall of officers, trial procedures, and amendment of the constitution
 - Ratification of contracts
- B. All official time referred to in this article is for the purpose of contract administration. All mutually agreed upon meetings and consultations between representatives of NULI and representatives of OLMS will be on official time, including union representation on OLMS-NULI joint union-management committees. Upon request, NULI representatives may be granted a reasonable amount of official time to prepare for such mutually agreed upon meetings, including a reasonable amount of time to travel to and from the task location, if applicable.
- C. The NULI representative, who has been designated by an employee to represent that employee in the presentation of a grievance, will be on official time when presenting the grievance.
- D. As provided in 5 U.S.C. 7131, NULI stewards and bargaining unit members will be allowed a reasonable amount of official time to meet and discuss a personnel management practice or working condition affecting such employees in order to resolve potential grievances. Use of such time is subject to advance approval by the steward's supervisor and bargaining unit member's supervisor. Use of such time will be requested in writing, including the general reason for the requested time such as, but not limited to, grievance, negotiations, training, dispute resolution, and participation in a workgroup. If such request is denied, the manager denying the request will do so in writing, including the reason(s) for denial. OLMS agrees that, for program planning purposes, management will plan for 50% official time for the NULI president. The actual amount of official time requested and/or approved may be more or less than 50% in a given year.
- E. Aggrieved bargaining unit members and witnesses will be on official time while participating in a grievance or statutory appeal to appropriate OLMS officials.
- F. An aggrieved employee and the NULI representative(s) will be allowed a reasonable amount of official time in preparation of grievances or written ULP charges, and presentation to appropriate OLMS officials. The use of such official time will be restricted to collecting official documents and interviewing witnesses when such witnesses are not available outside of regular hours of work. The use of such time is subject to advance approval by the employee's supervisor.
- G. All travel expenses incurred by NULI representatives for meetings for the purpose of NULI representation on an OLMS training committee, Departmental and/or Field Safety and Health Committees, and the parties' semi-annual meetings will be reimbursed by OLMS in accordance with applicable laws and regulations. Unless otherwise agreed to in this agreement, OLMS will consider NULI requests for the payment of travel expenses in connection with any other meetings that may occur, including meetings of the National Safety and Health Committee.
- H. NULI officers and stewards, up to but not to exceed one representative for every eight (8) unit members, will be allowed up to forty (40) hours of official time in each two (2) year period beginning October 1, 2006 to attend training sessions sponsored by NULI or jointly sponsored by NULI and OLMS when the purpose of the session is to provide training concerning Chapter 71 of 5 U.S.C. and/or the Collective Bargaining Agreement.

In addition, NULI officers and the steward or the alternate steward for each District Office will be allowed up to six teleconferences per year, on an ad hoc basis. The officers and attending stewards or alternate stewards will each receive up to two (2) hours of official time per conference call.

OLMS and NULI recognize that this type of training is of mutual interest and will consider joining training. NULI agrees to advise the OLMS Deputy Director or designee in advance of any such training sessions not conducted jointly and consider the needs of the agency in scheduling the training. Such official time shall not be used for the training of NULI representatives concerning internal union business. The granting of official time for such training shall be in accordance with the applicable laws and decisions of the comptroller general.

- I. OLMS and NULI agree and recognize that representational duties performed by the union representatives are in the interest of the government.

Article 36 - Labor-Management Meetings

Section 1

OLMS and NULI acknowledge that regular and periodic consultations between appropriate OLMS officials and NULI representative are required and necessary to maintain a viable and progressive employee-management relations program. The purpose of the meetings in this article is for the consideration and resolution of matters of mutual concern to OLMS and NULI arising out of the administration of this agreement.

Section 2

In the interest of promoting improved labor-management relations OLMS recognizes the desirability of periodically inviting the appropriate NULI official to attend, at OLMS expense, management meetings held at national, district and/or regional office levels.

Section 3

OLMS, recognizing the need for effective communication between OLMS and NULI, agrees to provide, at the earliest practicable date, notification to the NULI President or designee of proposed changes in personnel policies and practices affecting working conditions of employees in the unit.

Section 4

District directors will hold quarterly meetings with the NULI steward representing the employees in their office.

Section 5

Semi-annual meetings to be held in the first and third fiscal quarters will take place between the OLMS Deputy Director, or informed designee, and other appropriate management representatives; the NULI President or informed designee, and one other representative to be designated by NULI. Other NULI representatives may participate at the option of NULI, at NULI expense.

Section 6

Additional discussions at district, regional and national levels may be initiated as the need arises and subject to the mutual consent of the parties.

Section 7

The meetings discussed in Section 4 and 5 may be deferred by mutual consent of the parties. The meetings will be scheduled in advance. The party requesting the meeting will state the purpose of the meeting including items to be discussed; however, the parties may discuss additional items as appropriate. The parties agree to the principle that full and free exchange of information will expedite and make meaningful the meetings required under this article.

Section 8

NULI representatives will be on official time for the purpose of attending meetings discussed in this article.

Section 9

NULI will provide a list of NULI officers, stewards, and alternates by district office to the OLMS Deputy Director when changes occur. Management will ensure the list is accessible to all OLMS.

Article 37 - Reorganization

Section 1

OLMS will advise the NULI President or designee of any proposed reorganizations to allow meaningful consultations and/or negotiations, as appropriate.

Section 2

In accordance with 5 U.S.C. 71 06(b)(2) and (3), at NULI's request, the parties will meet for the purpose of negotiating a Supplementary Agreement for those employees adversely affected.

Article 38 - Contracting Out

Section 1 – General

- A. OLMS acknowledges its responsibility to adhere to law and applicable Government-wide regulations regarding the use of experts, consultants, and contractors' employees.
- B. Upon request, OLMS shall provide to the NULI President a copy of a specific contract that may affect employment of NULI bargaining unit members, with proprietary or privacy act information redacted, within thirty (30) days.
- C. It is the policy of OLMS that a bargaining unit employee will be supervised by supervisory personnel of OLMS and not by personnel of a contractor.
- D. At the request of NULI, OLMS will explain the rationale for the FAIR Act classification decisions.

Section 2 – A-76 Competitive Sourcing/Commercial Activity Process

OLMS and NULI have a mutual interest in ensuring constructive employee involvement in implementing the Commercial Activities (A-76) studies initiated by the Department. Therefore:

- A. OLMS shall notify the NULI President within five (5) workdays of its decision to use an A-76 competition to determine if government personnel should continue to perform work or contract out work that is currently performed by bargaining unit employees. The notice shall identify the functions, positions, and grade levels of bargaining unit employees affected. The NULI President shall be notified of all relevant data and information as they become available, including schedules, milestone charts, invitations for bid or requests for proposals, and performance work statements (PWS).
- B. NULI may appoint a bargaining unit employee on each PWS and Most Efficient Organization (MEO) Team, consistent with OMB Circular A-76 guidelines. An employee may serve on the PWS Team or the MEO Team, but not both. Members of the PWS and MEO Teams will be provided relevant training. In accordance with Article 35, the NULI representatives on the PWS and MEO Teams may request a reasonable amount of official time in connection with Team activities.
- C. The organizational entity holding an A-76 competition shall conduct regular discussions regarding the status of the competition with all affected employees, including bargaining unit employees.
- D. OLMS will notify the NULI President of its decision to contract out work that is currently performed by bargaining unit employees. Such notice will include information regarding any feasibility or cost studies that have been performed, authorized staffing levels, number of position vacancies, their grade and description, indirect costs and, where applicable and available, that information required by OMB Circular A-76.
- E. Upon receipt of notification of OLMS' decision to contract out work that is currently performed by bargaining unit employees, NULI may request bargaining in accordance with Article 3.
- F. OLMS shall provide the NULI President with a copy of the performance work statement and contract solicitation document when they are released by the contracting officer, as permitted by law.

Section 3 – Personnel Considerations for Displaced Employees

- A. Provisions contained in Article 33 also cover displaced employees, consistent with current law and regulations. Displaced employees will receive counseling, to include a discussion concerning the value of individual development.
- B. Displaced employees are those identified for release from their competitive level by an agency, in accordance with 5 CFR Part 351 and Chapter 35 of Title 5, United States Code, as a direct result of a decision to convert to contract (contracting out) or accept the agency's Most Efficient Organization (MEO).

- C. Federal employees displaced by a decision to convert to contract or public reimbursable source performance have the Right-of-First-Refusal for jobs for which they are qualified that are created by the award of conversion. (1) A standard clause should be included in A-76 cost comparison solicitations notifying potential contractors of this requirement (see Federal Acquisition Regulations [FAR] 52.207-3). The Right-of-First-Refusal is afforded to all Federal employees displaced by the decision to convert to contract performance. (2) Human resource officers should work with the contracting officer and employees to implement these provisions.
- D. OLMS should exert maximum efforts to find available positions for Federal employees displaced by conversion decisions, including:(1) Giving priority consideration for available positions within the agency; (2) Establishing a Reemployment Priority List and an effective placement program;(3) Paying reasonable costs for training and relocation that contribute directly to placement; and (4) Registration in the Career Transition Assistance Program (CTAP) and the Interagency Career Transition Assistance Program (ICTAP).

Article 39 - Copies of Agreement

Section 1

OLMS shall provide a copy of this agreement to each unit employee as soon as practicable after the signing of the agreement. NULI shall be furnished 100 copies to meet its needs.

Section 2

Within thirty (30) days of being employed by OLMS, an employee may be given up to one (1) hour to meet with the local NULI representative to discuss the employee's rights under the Collective Bargaining Agreement and the Federal Service Labor-Management Relations Statute.

During this meeting the local NULI representative will advise the new employee of the OLMS Intranet location of the electronic Collective Bargaining Agreement.

Prior approval for the use of official time under this section shall be in accordance with Article 35 of this agreement.

Article 40 - Dues Withholding

Section 1 – General

It is understood by the parties to this agreement that dues withholding is to be voluntary on the part of the individual member. NULI and OLMS will undertake to inform members and employees respectively of the voluntary nature of dues withholding and of the conditions governing when a member cancels dues withholding.

Section 2 – Authorizing Dues Withholding

- A. Any member in good standing of NULI who is currently employed on a regularly scheduled tour of duty by the agency may authorize dues withholding at any time during the life of this agreement provided that the regular biweekly salary is sufficient to cover the amount of the deduction.
- B. Dues are defined as the regular periodic amount of money required to maintain the member in good standing in NULI.
- C. All authorizations must be made on a Standard Form 1187, submitted by the member or the member's steward to the NULI Financial Secretary-Treasurer. NULI is responsible for purchasing this form, distributing it to its members, and instructing its members on its use. The NULI Financial Secretary-Treasurer will, in turn, submit appropriate copies of the Standard Form 1187 to the appropriate payroll office.

Section 3 – Termination of Dues Withholding

A member or former member leaving the bargaining unit, but remaining an employee of OLMS, is responsible for advising in writing and completing the SF 1188/Termination of Dues Withholding Form to the NULI Financial Secretary-Treasurer of the member's intentions. The NULI Financial Secretary-Treasurer will in turn send a copy of the SF-1188 to the appropriate personnel in National Office payroll. The termination of dues payment for former members will be effective with the end of the pay period that the advisement was submitted. The former members may request reimbursement from the NULI Financial Secretary-Treasurer for any withholdings that may have continued beyond the end of the pay period during which the termination was submitted.

Section 4 – Dues Withholding

OLMS recognizes that the dues withholding of a bargaining unit employee should be automatically reinstated:

- When returning to a bargaining unit position from a temporary reassignment or temporary promotion to a position outside the bargaining unit
- When returning to a pay status from a non-pay status (e.g., LWOP)

Section 5 – Changes in Dues Structure

Upon ratification of the NULI members authorizing a change in the dues structure or amount, the previously authorized dues withholding will be adjusted accordingly by written advisement of the NULI Financial Secretary-Treasurer to the appropriate payroll office.

Section 6 – Remittance to NULI

A listing identifying the members on dues withholding and the amount of dues paid by each will be remitted for each pay period to the NULI Financial Secretary-Treasurer by the appropriate payroll office.

Article 41 – Harassing Conduct and Workplace Violence

Section 1 – General Statement

OLMS will promote a safe working environment for employees and will work with employees to maintain a working environment free from violence, harassment, intimidation, bullying, and other disruptive behavior. Violence or threats of violence, in all forms, are unacceptable. Intimidating or harassing behavior includes threats or other conduct which in any way creates a hostile environment, impairs agency operations or frightens, alarms or inhibits others.

Section 2 – Reporting Harassing Conduct

OLMS will comply with the Department of Labor's policies and procedures for preventing harassing conduct in the workplace, including DLMS 4, Chapter 700. The Department of Labor defines harassing conduct as any unwelcome conduct, verbal or physical, based on race, color, religion, sex (including pregnancy and gender identity), national origin, age, disability, genetic information, parental status, sexual orientation, or political affiliation or belief, that either: can reasonably be considered to adversely affect the work environment, or results in an employment decision affecting the employee and is based upon the employee's acceptance or rejection of such conduct. OLMS compliance with will include prompt notification to the appropriate agency EEO officer of alleged harassing conduct.

Section 3 – Reporting Workplace Violence Incidents

- A. Any employee who believes that he or she has been the subject of an incident of workplace violence should report the incident to someone in their supervisory chain, or their agency EEO officer, or the OLMS Deputy Director.
- B. All information provided to OLMS officials will be maintained on a confidential basis to the greatest extent possible.
- C. The NULI president shall be notified in writing, by region, that an allegation of violence involving a NULI unit employee has been made against an OLMS employee including managers. Such notification to the NULI president shall be made in accordance with the Privacy Act.
- D. No employee shall be subject to retaliation as a result of reporting incidents under this Article or for cooperating in an investigation.

Section 4 – Correcting Conditions

OLMS agrees to promptly take corrective action or otherwise address harassing conduct and workplace violence issues.

An OLMS employee who, while in the act of conducting the business of OLMS, is exposed to any form of threats or violence will remove himself/herself from the establishment and contact his/her supervisor. If the employee is confronted with battery or feels that the situation may digress into physical violence, the employee should contact the appropriate law enforcement agency that can best respond to the incident (i.e., local law enforcement or Federal Protective Service). OLMS will report incidents of external workplace violence as required by law and to the NULI president.

If an employee is the victim of a crime, he/she will not be held accountable for any property and /or equipment that is stolen or damaged, including OLMS laptop computers, provided that the employee has taken reasonable precautions to secure government-issued equipment.

Article 42 - Duration of Agreement

Section 1

This agreement shall become effective from the date signed by both parties until September 30, 2016, and from year to year thereafter unless either party shall give to the other party written notice to renegotiate or modify this agreement. Written notice shall be given no more than ninety (90) calendar days and no less than sixty (60) calendar days prior to its expiration or anniversary date.

After the written notice to renegotiate has been given, the parties may extend the agreement for a period of ninety (90) days by written agreement signed prior to the expiration date of the contract, unless there is a specific question about representation.

Section 2

In the event that changes in law, Executive Order, or governing regulations affect any provision contained in this agreement or allow negotiations on previously non-negotiable matters, either party to this agreement may, within thirty (30) days of those changes, request a meeting for the purpose of negotiating with respect to such changes and the parties shall expeditiously meet, confer, and/or negotiate as appropriate with respect to such changes.

Section 3

The parties may enter into supplementary agreements that shall become effective upon approval by OLMS and ratification by NULI. The effective date shall be specified in such agreements.

VIII. APPENDICES

Alternative Dispute Resolution (ADR)

Process for Resolving Performance Rating Appeals

This process is expected to open up communication and understanding where performance discussions are concerned. More specifically, the process should result in more meaningful performance enhancing discussions that promote constructive feedback, professional development, continual individual and office improvement, and teamwork.

The Collective Bargaining Agreement (CBA) provides that once a matter has been made the subject of a grievance, nothing shall preclude either party (NULI/OLMS) from resolving the matter informally. Similarly, bargaining unit employees and their managers are encouraged to seek informal resolutions for annual performance rating issues consistent with time requirements outlined in the CBA. However, if such informal discussions are unsuccessful, the dissatisfied bargaining unit employee may waive the formal grievance procedure in the CBA and appeal specific performance element ratings through the OLMS Alternative Dispute Resolution (ADR) process which utilizes a Rating Appeal Panel. A bargaining unit employee with no less than an “effective” summary rating may appeal a “meets” rating for any critical element. More than one element rating may be appealed. This ADR process is not available for element ratings other than “meets.” Two Rating Appeal Panels will be established to resolve formal appeals. NULI and OLMS will each select two members for each Panel. All Panel members must be OLMS employees. One Panel will handle appeals for the Northeastern and Western Regions and the other Panel will handle appeals for the Central and Southern Regions. Panel members must be appointed in such a way that they will only decide cases involving appellants and raters from outside of their respective home jurisdictions. Additionally, no Panel member should be in a supervisor/subordinate relationship with any other Panel member unless NULI and OLMS agree to an exception. Generally, Panel member appointments will be for four years (i.e. four annual appraisal cycles). Each year, one union and one management Panel member will be replaced. The replacements will be from different Panels so as to allow for maximum continuity (3 out of 4 members) for Rating Panels. The union and management replacements will be from alternating Panels (i.e. one year a Panel gets a new union member and the following year a new management member). There are no term limits for Panel members (i.e. second term appointments are okay). New Panel members will receive an ADR orientation at the time of their appointment.

Prior to Panel involvement, an appellant must reduce the appeal of the rating to writing and present it to the rater no later than 10 workdays from the receipt of the official appraisal (signed, at minimum, by the rating official). A form for filing an appeal is attached. The written appeal must provide reasons in support of a higher rating, including (as appropriate) recommended alternative narrative language. A separate Rating Appeal Form must be filed for each element rating being appealed. All appeals relating to a particular Performance Appraisal should be filed together. The appellant and rater will have five workdays to resolve the matter. By COB of the 5th day the rater and appellant have either resolved the matter or the appellant has decided to appeal to the ADR panel. On the 6th work day both parties must forward the written appeal(s) and response(s) to the ADR coordinator for referral to the appropriate Rating Panel along with written comments addressing the issues raised. Each party must provide a copy of all documents submitted to the panel to the other party at the time of submission. By COB of the 9th work day each party may provide one final submission that includes any additional documentation to the ADR panel, which they must also provide to the other party. Thus, the appellant and rating official must submit their case and all documentation to the ADR panel within 9 work days from the start of the process.

A Panel will render its decision within 15 work days from the date the final submission is filed with the Panel. The Panel will have the option of a one-time extension of 5 work days if all 4 panel members agree. The panel will not be allowed to request any additional documentation/information to resolve any appeal, nor will any submission of additional documentation be considered in rendering the panel's decision. Panels should conduct business by teleconferencing and other methods of electronic communication so that travel is minimized. The OLMS Agency Head renders all final appeal decisions within 15 workdays when the panel splits 2 to 2. (See Decision Form). Appellants, supervisors, NULI president, and the reviewing ADR Panel will be notified promptly of final decisions. A synopsis of any Panel decision will be provided to the OLMS Agency Head and NULI President. Panel deliberations and individual Panel member votes are understood to be highly confidential matters.

Rating Appeal Decision Possibilities

- A. Panel votes 3 to 1 or 4 to 0 in favor of the appellant. Appellant is granted relief and the matter is closed.
- B. Panel splits 2 to 2, but the OLMS Agency Head decides in favor of the appellant. Appellant is granted relief and the matter is closed.
- C. Panel splits 2 to 2 and the OLMS Agency Head decides against the appellant. The appellant/NULI may move to arbitration.
- D. Panel votes 3 to 1 or 4 to 0 against the appellant. The matter ends and appellant/NULI may not move to arbitration.

If the appeal goes to arbitration, then the CBA provisions concerning arbitration will apply.

Attached: Rating Appeal Form
Rating Appeal Decision Form

NULI – OLMS ADR PERFORMANCE RATING APPEAL FORM

APPEAL

REGION: _____ DISTRICT OFFICE: _____

APPELLANT: _____ RATER: _____

CRITICAL ELEMENT RATING APPEALED: _____

APPELLANT'S POSITION:

[You may continue on additional page(s) and attach supporting documentation.]

Date Appeal Given To Rater: _____ Signature: _____

RESPONSE

RATER'S RESPONSE:

[You may continue on additional page(s) and provide supporting documentation.]

Date Appeal Sent to ADR Panel by mail: _____ FAX: _____
(with copy to appellant)

Signature: _____

Date Received By ADR Panel: _____

NULI – OLMS ADR PERFORMANCE RATING APPEAL DECISION

APPELLANT: _____

REGION: _____ DISTRICT OFFICE: _____

ELEMENT: _____

RATING PANEL DECISION:

By Consensus/Unanimous
By Majority

Change Rating
Rating Stands
Deadlocked

See Decision Summary (Attached)

FOR PANEL: _____
Signature Date

DIRECTOR'S REVIEW/DECISION:

Change Rating
Rating Stands

BY: _____
Signature Date

Appendix 2 – OLMS Telework Guide

OLMS Telework Guide

September 1997
As revised August 2011

Telework Guide – Table of Contents

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Introduction

The Telework Program, formerly known as Flexiplace, provides employees the opportunity to perform a major part of their official duties away from the traditional work site. Telework employees perform many of these work responsibilities in their homes. A space in the employee's home is set aside to serve as the employee's office away from their regular office.

The OLMS Telework Guide provides employees and supervisors with the information necessary for participation in the telework program. While this Guide describes the operation of telework generally, details should be decided at the local level. Additionally, guidelines for the OLMS Remote Work site program are contained in Chapter 10 and Attachment A. All telework arrangements require supervisory approval and a written agreement between the employee and his/her supervisor. There are two basic types of telework arrangements: formal arrangements (regular and recurring) and informal arrangements (ad hoc or episodic). Supervisors and investigators should carefully review the Guide and understand their responsibilities under this program, for both formal and informal arrangements. Entering into a formal telework arrangement “entails a long-term commitment on the part of the investigators to perform many of their official duties at home,” although participants may be required to work in the office on occasion.

The Telework Enhancement Act (TEA) and DOL Departmental Personnel Regulations (DPR) Chapter 611 provides a basic framework for this Telework Guide. The Guide is meant to be a document general in its coverage. It is not intended to address all possible local circumstances. Such matters must be left to the good judgment and practical rule of reason as applied by our investigators and their supervisors. Should office managers or investigators have questions about this program, they are requested to contact the national office Telework coordinator or the NULI President. The aim will be to seek bilateral agreement should any problems or questions emerge regarding this program and to apply such resolutions consistently throughout the field.

Formal telework is available to GS-12 and above investigators with current summary performance ratings of at least “effective,” subject to other restrictions prescribed in Chapter 3. Informal telework is available to all investigators with current summary performance ratings of at least “effective,” subject to other restrictions prescribed in Chapter 3. All telework participants, new and continuing, must complete the Telework Agreement form found in Attachment B of the Guide. The telework site must be self-inspected by the investigator and the Safety Self-Certification Checklist (also found in Attachment B) completed.

Teleworkers may work a fixed work schedule or a variable work schedule, with credit hours available. The established hours of work must be described in the telework agreement. Teleworkers who are on a variable work schedule must send an email to their supervisors and the labor-management assistant (LMA) at the approximate start of their workday. When they complete their workday, they should go to their “sent items” folder in Outlook, and resend their morning message to the same recipients. If connectivity problems prohibit sending an email, the investigator needs to notify their manager or LMA via office telephone or voicemail. Supervisors must be notified when a participant is working credit hours and is, therefore, available for work. Teleworkers may be

required to prepare and submit a Daily Activity Log and/or a Two Week Locator, if on a formal telework agreement.

The Guide includes a Remote Work Site Agreement at Attachment A. However, it should be noted that the provisions of the Guide are not necessarily directly applicable to the remote work site program and are not intended to modify remote work site practices. Further, it is not intended that investigators in remote work sites enter into the Telework Agreement. The Remote Work Site Agreement is to be used to standardize, as much as practical, future remote site arrangements, but modifications can be made to the Agreement consistent with local circumstances. Remote work site arrangements currently in place need not be revised.

Chapter 1 – Benefits of Telework

The potential benefits listed here are derived from the evaluations of other telework programs and the OLMS pilot program. They are offered as potential benefits for any telework program.

Telework is a tool that can provide cost reductions and lead to improvement in production and morale. Frequent use of telework throughout the government may also provide societal and environmental benefits.

Benefits to employees may be:

- Increased flexibility in coordinating work and personal schedules. Telework gives employees increased ability to balance their work and family needs, and more time to pursue other personal endeavors. While telework is not a substitute for child or elder care (an employee may not care for a dependent at the same time he or she is working, subject to reasonable exceptions agreed upon between the investigator and supervisor), it can provide more off duty time for dependent care through reduced commuting time.
- Improved employee/supervisor communications skills. Research shows that telework arrangements frequently compel the employee to manage communications with the supervisor and other staff members more effectively.
- Reduced commuting time and costs.
- Reduced costs in food, clothing and other work related expenses.

Benefits to the agency may be:

- Improvements in employee morale and effectiveness from the benefits to employees mentioned above.
- Improvements in retention and recruitment. Managers can use telework to retain workers that may otherwise have to leave the agency (i.e., a person who cannot continue to regularly work in the office). The program can also be used as a recruiting tool to attract top candidates or to retain high quality employees who might otherwise seek work elsewhere.

- Decline in absenteeism. Employees working telework experienced less use of annual and sick leave. The scheduling flexibilities decrease the amount of annual leave necessary to meet personal needs and employees are less inclined to take sick leave since they do not have to make extensive commutes or "look appropriate" for work.
- Reductions in the cost of office space and utilities.

Some benefits to the environment and the community include:

- Fewer commuters means reduced traffic congestion, air pollution and reliance on transportation fuels.
- Fewer commutes mean reduced elder and child care problems.

Chapter 2 – Types of Arrangements

All telework arrangements require supervisory approval and a written agreement between the employee and his/her supervisor.

There are two basic types of telework arrangements:

- Formal arrangements are regular and recurring in nature and include working at home or other site(s) approved by the supervisor.
- Informal arrangements are ad hoc or episodic in nature for short periods of time and used on an as needed basis. These situational arrangements are not regular or recurring and are not expected to continue on a long-term basis. An informal arrangement may be used as a trial period to determine the practicality of a formal arrangement; however, if such an arrangement becomes permanent in nature, a formal arrangement is required. An informal arrangement is also used to perform telework during emergency situations or unscheduled telework when authorized (see Chapter 9 – Early Dismissal and Closure Procedures).

Chapter 3 – Participation Criteria and Application

Telework is a voluntary program. In order for an employee to be eligible to telework, the employee must meet the criteria required by the TEA, DPR Chapter 611, and this collective bargaining agreement. Individual employee participation in telework is subject to supervisor approval and must be based upon the business needs of the individual office. Formal telework is available to GS-12 and above investigators with current summary performance ratings of at least “effective.” Informal telework is available to all investigators with current summary performance ratings of at least “effective.”

However, employees are not eligible to participate in the telework program if:

- The employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year.
- The employee has been officially disciplined for violations of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or

exchanging pornography on a Federal Government computer or while performing official Federal Government duties.

Employees seeking to participate in the formal or informal telework program must complete telework training at www.telework.gov, provide proof of training to their supervisor, complete a safety self-certification checklist, and must sign a telework agreement.

The telework agreement and safety self-certification checklist are found in Attachment B of this guide. The work agreement stipulates the employee and supervisor's name and field office, the employee's work schedule and the telework site. It provides guidelines that the employee and supervisor must follow in addition to those described in this document. The Employee Safety Self-Certification Checklist must be completed by the employee and signed by the employee and supervisor. It certifies that the home work space is safe. It should be used as a tool for the employee to develop a safe work site. The supervisor should retain a copy of this Employee Safety Self-Certification Checklist along with the written telework agreement. The safety checklist is intended to be a guide for the employee and the supervisor. If either the employee or the supervisor has concerns as to whether the prospective alternative work site is adequate in terms of safety or health, either should consult with the Agency's Safety and Health Officer.

The employee seeking to participate in the formal or informal telework program must also submit a written telework proposal to his or her supervisor. There is no particular form or template for this proposal. This written proposal is the best way to avoid misunderstandings and disappointed expectations for both the manager and the employee. For those who plan only to telework on an infrequent and ad hoc basis, the proposal need not be detailed. The employee and manager may be satisfied with the mutual understanding that each day of ad hoc telework will be discussed in advance and the particulars resolved at that time.

Written telework proposals should address issues such as:

- Why you want to telework.
- Your proposed telework location.
- The telephone number OLMS employees will use to reach you. The telephone number members of the public will use to reach you, if different. The number you will use to return calls. The frequency you will check and respond to voice mail. The availability and expected use of call forwarding function (where available).
- The frequency which you will have Outlook open for email.
- The number of days a week you propose to telework.
- The start and end time of your workday, which will depend on whether a fixed schedule, variable work schedule, or other variation is established.

- How you will ensure you will have enough work to complete on the days that you telework, how you will manage your time or location if telework tasks are completed prior to the end of the work period, and how that will be communicated to your manager.
- The space and equipment available at that location.

The supervisor will evaluate telework proposals by considering criteria such as:

- Whether the arrangement would be consistent with the mission of the agency.
- Existing performance, conduct, or leave restriction situations.
- Office coverage, access to the customer, team involvement, and access to the supervisor.
- Training and development needs of investigators.

When the supervisor and the employee reach agreement on the employee's telework proposal, any terms not in the standard telework agreement should be reduced to writing and attached to the telework agreement form. The written proposal may also be attached to the form. The employee and supervisor must sign the telework agreement and the safety self-certification checklist and the employee may begin to follow the agreed-upon telework schedule upon the date established by the agreement. The supervisor is responsible to provide the complete package to the agency telework coordinator. The telework coordinator will provide copies of telework agreements to NULI president.

If an employee's telework proposal is not approved, the supervisor will provide the employee with a written explanation of the reasons for denial. Denials should be based on business-related reasons. Employees are eligible to reapply for telework if the criteria for participation in the program are met.

Employees who wish to appeal a denial of participation can submit a written request directly to the second level supervisor (regional director). The second level supervisor will meet or teleconference with the employee within ten (10) workdays to hear the appeal of actions taken by management. The second level supervisor will provide a written response to all parties within five (5) workdays after the meeting. Any further appeals will follow the grievance and arbitration procedures in Article 34.

All OLMS employees are to adhere to the rules of conduct prescribed for Federal employees without regard to the location of their job site, be it in the traditional office setting, a home-based workplace or various field locations. Moreover, because OLMS is a civil and criminal law enforcement agency, all OLMS employees have a special responsibility to be fully aware of, and in total compliance with, all ethics and conduct requirements for Federal employees. An investigator working at a home work site will be expected to demonstrate the same professional standards as those demanded in the traditional office setting.

The laws and regulations which govern ethics and conduct of Federal employees are outlined in Chapter 4 of the OLMS Operations Manual and other related documents.

Employees must be available for work in their regular offices for work needs and requirements that cannot be met at the telework site. They must report to their assigned office on a periodic basis to receive, discuss and turn in work assignments; meet with supervisors and co-workers; participate in office projects and assigned office responsibilities (e.g., public contact and inquiry duties, review of files, etc.); have access to necessary facilities, and ensure that some face-to-face communication occurs. Investigators should plan to attend regularly scheduled staff meetings and training days. However, attendance by teleconference or training by Webinar are viable options and are encouraged when appropriate.

Chapter 4 – Suspension and Termination

Supervisors may suspend or remove employees from participation in the program for significant violation of program policies consistent with the following:

[NOTE: Investigators participating in the telework program may be requested by their supervisors to assume office responsibilities for a period of time. Circumstances giving rise to such occasions are covered in Chapter 3 and are not considered suspensions from the program as here defined.]

Suspension from the program -- as it is defined below -- is not grievable under the OLMS/NULI collective bargaining agreement. The suspension is considered a counseling/remedial action and not a form of discipline or adverse action. The suspension must be for one of the following reasons which are directly related to the telework program:

- Decrease in work quality or quantity which is due to, or affected by, participation in telework
- Repeated and/or serious failure(s) to follow office procedures for the telework program. Examples include failure to complete or update the two-week locator (or other established office system for location of employees) or inadequate preparation of the daily log
- Failure to follow office procedures related to office coverage, training or staff meetings; or other related and important administrative matters
- Failure to follow other procedures outlined in the telework guide

The non-grievable suspension category is limited to one suspension (not to exceed 30 workdays in length) in a 12-month period. If a suspension is contemplated, the supervisor must give the investigator an oral warning at least 10 working days prior to a suspension. The supervisor must provide a written notice to the investigator prior to a suspension indicating the reason for the suspension, the intended length of the suspension and the steps which may be taken by the employee to correct the deficiency.

Supervisors may terminate a telework arrangement whenever one or more of the following conditions occur:

- The employee, after a period of suspension, continues to be deficient for one or more of the above reasons listed for suspension.

- The employee's performance is rated less than effective.
- The employee has demonstrated conduct problems regarding trustworthiness or dependability.
- An employee is officially disciplined for being absent without permission for more than five (5) days in the calendar year.
- An employee is officially disciplined for violation of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties.
- Costs of the arrangement are no longer feasible.
- Technology changes require return to the main office.
- The employee does not conform to the terms of his or her telework arrangement.

When terminating a telework arrangement, the following must occur:

- To the extent practicable, supervisors will attempt to provide at least ten (10) workdays advance notice of the termination of an arrangement.
- The notice of termination must be in writing and indicate the reason(s) for termination.
- When a telework arrangement is terminated, the supervisor must notify the agency telework coordinator.

Termination of a telework arrangement does not prevent an employee from reapplying as soon as the required criteria are met.

Disputes associated with the termination of a telework arrangement, extended suspensions, and denial of enrollment not covered by the non-grievable suspension section (noted above) will be resolved by the appropriate NULI and OLMS officials at the time such disputes arise consistent with the determination and the collective bargaining rights of the parties.

Chapter 5 – Work Schedules

Teleworkers may work a fixed work schedule or a variable work schedule, with credit hours available. The established hours of work must be described in the telework agreement. Teleworkers who are on a variable work schedule must send an email to their supervisors and the LMA at the approximate start of their workday. When they complete their workday, they should go to their "sent items" folder in Outlook, and resend their morning message to the same recipients. If connectivity problems prohibit sending an email, the investigator needs to notify their manager or LMA via office telephone or voicemail. Supervisors must be notified when a participant is working credit hours and is, therefore, available for work. Teleworkers may be required to prepare and submit a Daily Activity Log and/or a Two Week Locator, if on a formal telework agreement.

Chapter 6 – Telecommunications and Equipment

Generally, employees will be required to provide their own telecommunications and other equipment. However, decisions on providing telecommunications and other equipment by the agency should be made on an office-by-office basis. The supervisor should take into account resources available (both in equipment and funds), the type of work the employee will be performing and resources currently available at the telework site.

Use of Government Funds

In some circumstances, offices may use appropriated fund money to purchase equipment for use at a telework site. Although working at home may increase utility costs, the government cannot pay incremental utility costs. Personal expenses may only be paid if the expense "primarily benefits" the government. For example, employees may be reimbursed for business related long distance telephone calls placed from their personal telephone. However, agency-issued long distance telephone calling cards should be used whenever business related long distance telephone calls are made from telework sites.

The government is responsible for maintaining all government owned equipment. All files, records, papers, or machine readable materials created using government owned equipment are the property of the Government of the United States. Employees are prohibited from using such equipment for personal use.

The employee will be required to sign a receipt for any government property which is removed from the office to the telework site.

Chapter 7 – The Work Site

Employees may only work at a specific home residence work site which has been approved in advance by their supervisor. Employees will not be compensated for work done at other unapproved work sites.

A specific room or part of a room should be designated as the telework site and should have adequate work space, lighting, telephone service, power, and temperature control. As part of the Telework Agreement, the employee must self-certify that the telework site is safe. Copies of the Telework Agreement and Safety Self-Certification forms are provided in this guide, and are also available on LaborNet. The employee is responsible for complying with the health and safety requirements on the checklist.

The supervisor should retain a copy of this Employee Safety Self-Certification Checklist along with the written telework agreement. The safety checklist is intended to be a guide for the employee and the supervisor. If either the employee or the supervisor has concerns as to whether the prospective alternative work site is adequate in terms of safety or health, either should consult with the Agency's Safety and Health Officer.

Pursuant to DPR Chapter 611, Subchapter 9, there are no Government-wide restrictions on distance for teleworkers. The official worksite for a long-distance teleworker (an employee who works most or all of the time from a different geographic area than his/her official duty

station) is the location where he or she would normally work if not teleworking, as long as he or she is regularly scheduled to physically be at that worksite at least twice each biweekly pay period on a regular, recurring basis.

However, for permanent long-distance telework arrangements, where the teleworker would not return to the normal worksite twice per biweekly pay period, the official worksite must be reassigned to be the telework location.

Teleworkers and their managers should discuss and consider the implications of long-distance telework so that all involved clearly understand the arrangement. This may have an impact on locality pay and payment for travel. If circumstances indicate that a change in duty station may be necessary, management should consult their servicing Human Resources Office for additional guidance. Duty station determinations will be governed by Office of Personnel Management regulations and guidance.

See http://www.opm.gov/oca/pay/html/Official_Duty_Station.asp for additional information.

Chapter 8 – Other Considerations

Performance Standards

Performance standards and critical elements for employees, including those on telework, will have clearly defined performance requirements and measures. It is essential that performance measurements be objective and results-oriented as the supervisor will not be able to observe the employee working at the telework site. OLMS standards adequately describe performance and will not have to be modified for a telework site arrangement.

Measures of work output for telework employees are to be the same as performance measures for employees in the office. Telework employees are not expected to produce more or less than they would working in the office.

Timekeeping

Telework employees are responsible for reporting time and attendance consistent with established office practice. The supervisor is responsible for certifying time and attendance.

Guidelines for absence and leave are identical to those for non-telework employees. Leave for telework employees must be requested and approved by the supervisor and reported to the timekeeper.

Daily Activity Log

If required by the supervisor, each employee participating in the formal telework program will prepare a daily activity log or daily narratives on the OLMS-2 form, but not both. The log will contain the investigator's name, the date, case numbers upon which case work was performed, the number of hours charged to each case and the investigative activity that was accomplished, e.g., the names of persons interviewed, the types of records examined and the

schedules prepared. The daily activity log is not intended to be so detailed as to be unnecessarily burdensome to the investigator or the reviewing manager but simply to give an overview of the work accomplished by the investigator. Recognizing that the nature of work provided by OLMS investigators does not always lend itself to exact time measurement, times provided on this form are intended to be approximate. For example, as on the OLMS-2, a two-minute telephone call on a P-4 case should not be documented on the log if the remainder of the day was spent working on a P-8. It is to be understood that this log is offered as a recommendation. Supervisors may use their discretion concerning the structure of the report (i.e., a log, a narrative, etc.), limited to the information described above. An example of a daily activity log is contained in Attachment C of this guide.

Two-Week Locator

If required by the supervisor, each employee participating in the formal telework program will prepare and submit a two-week work locator which will coincide with agency pay periods. The two-week locator is a means of determining the location of an investigator and generally what case the investigator is working. This locator will be submitted no later than one week prior to the beginning of the covered pay period. The locator will contain the investigator's home telephone number, place of work (field work), telephone number at that site and the case number upon which work is being performed. As schedules and assignments change, the locator should be updated as needed to advise management and other staff of the investigator's work location. Recognizing that the nature of work conducted by OLMS investigators often requires schedule changes, the locator is not intended as an exact predictor of daily duties.

It is to be understood that the use of this locator is offered as a recommendation. Supervisors may use their discretion concerning the structure of the locator (i.e., a log, a diary, a narrative, etc.), limited to the information described above. An example of a two-week locator is contained in Attachment D of this guide.

Chapter 9 – Early Dismissal and Closure Procedures

According to DPR Chapter 611, Subchapter 11 the rules for early dismissal and closures are as follows:

Delayed Arrival

Employees scheduled to telework on the day of a delayed arrival, as determined by the Office of Personnel Management (OPM), are expected to begin telework at their regular scheduled time unless leave has been requested and approved by the supervisor.

Early Dismissal

Employees teleworking during an early dismissal are expected to continue working their regularly scheduled work hours or request leave.

With supervisory approval, if an early dismissal is declared, telework eligible employees may depart the main work site prior to the scheduled early departure time and make up the time later in the day (within the authorized work hours) through unscheduled telework.

Closure

Non-emergency employees who are regularly scheduled to telework on the day of a government office closure are expected to continue working. On a case-by-case basis, a supervisor may excuse a teleworker from duty during an emergency situation if the emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal situation (e.g., unexpected dependent care) that prevents him or her from working successfully at the telework site, or if the teleworker's duties are such that he or she cannot continue to work without contact with the regular worksite.

Supervisors and telework eligible employees who are not regularly scheduled to telework on the day of a closure may agree to an informal/ad hoc telework arrangement authorizing an employee to telework during a closure in order to fulfill a business need, when necessary.

Unscheduled Telework

When severe weather conditions or other circumstances disrupt or prevent employees from commuting or reporting to work, the option of unscheduled telework may be offered to telework eligible employees. In this instance, those employees with formal or informal telework agreements who are not already scheduled to telework, may request supervisory approval to perform unscheduled telework, report to their duty station, or take unscheduled leave.

Chapter 10 – Remote Work Site Program

The intent of this chapter is to recognize the current OLMS Remote Work Site Program as a form of telework and to standardize future remote work site agreements. It is further understood that the provisions established for the telework in the previous chapters of this guide are not necessarily directly applicable to the Remote Work Site Program and are not intended to modify current remote work site practices. This guide provides in Attachment A, "U.S. DOL/OLMS Remote Work Site Agreement," a standard agreement format for use in establishing future remote work sites. It should be noted that in particular circumstances modifications may be made to the standard agreement consistent with the circumstances of the parties and necessary legal requirements.

Attachment A – Remote Work Site Agreement

REMOTE WORKSITE AGREEMENT

U.S. DEPARTMENT OF LABOR

OFFICE OF LABOR MANAGEMENT STANDARDS REMOTE WORK SITE AGREEMENT

The following constitutes an agreement between the Office of Labor Management Standards (OLMS), the National Union of Labor Investigators (NULI) an _____ (Investigator) regarding the establishment of a remote work site in the _____ area. The request to establish a remote work site in the _____ area was voluntarily made to OLMS by Investigator _____. It is the understanding of all parties that the establishment of the remote site is for the primary purpose of increasing the efficiency of our operations, lowering costs, and increasing the level of service to the union members we serve.

1. The Investigator agrees to establish a remote work site office on or about _____. The Investigator is expected to establish such an office in his/her personal residence in accordance with the relevant rules currently in effect for those Investigators working under the OLMS Telework Agreement, including but not limited to those items relating to home safety.
2. The Investigator's primary work site will be his/her residence in the _____ area. This will also be termed the Investigator's "remote work site." All determinations of the Investigator's official duty station and calculations regarding pay, travel entitlement, leave and other similarly related matters will be based on the applicable regulations. The Regional OASAM will be consulted to determine the current policies and procedures for the area in which the remote work site is to be located.
3. The cost of moving all personal effects to the _____ area and any other attendant costs will be the sole responsibility of the Investigator.
4. In the event that OLMS makes a decision that this project is not promoting an increase in productivity and efficiency of OLMS operations, and with a minimum ninety-day notice, Investigator _____'s remote work site status will be terminated and he/she will be transferred back to the original district or resident office. If such a transfer is made, the costs of moving back to the original office will be the sole responsibility of the Investigator.
5. If the Investigator uses government equipment, such equipment will be protected in accordance with the procedures established in the Department of Labor Manual Series

(DLMS) – 2 Administration, Chapter 100. Servicing of government owned equipment will be paid for by the government. The Investigator is responsible for servicing and maintaining his/her personal equipment.

6. Subject to reasonable notice (not less than 24 hours), the Investigator will allow OLMS Officials to visit the Investigator’s personal residence for the purpose of conducting official business. Such visits will be conducted during the Investigator’s normal working hours. The government will not be liable for damages to an Investigator’s personal or real property during the performance of official duties or while using government equipment in the Investigator’s residence, except to the extent the government is held liable by Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Investigators Claim Act.
7. The Government will not be responsible for home operating costs, home maintenance, or any other incidental costs whatsoever associated with the use of the Investigator’s residence. By establishing the remote work site the Investigator does not relinquish any entitlement to reimbursement for pre-approved and otherwise authorized expenses incurred while conducting business for the government, as provided for by statute and implementing regulations.
8. The Investigator is covered by the Federal Employees Compensation Act if injured while performing official duties in his personal residence.
9. At appropriate intervals, the supervisor may request of the Investigator information concerning the workload of the remote worksite.
10. Appropriate safeguards will be maintained to protect all government records and investigative materials.
11. If for any reason any provision of this agreement is determined unenforceable, the remaining provisions will be in full force and effect.

OLMS SIGNATURE

DATE

NULI SIGNATURE

DATE

INVESTIGATOR SIGNATURE

DATE

Attachment B – Telework Agreement & Safety Self-Certification Checklist

U.S. DEPARTMENT OF LABOR OFFICE OF LABOR-MANAGEMENT STANDARDS

The following constitutes an agreement between the named employee and OLMS on the terms and conditions of the individual's participation in the DOL Telework Program.

Employee Name: _____

Agency: Office of Labor-Management Standards

Official Duty Station Address: _____

Alternate Worksite Address: _____

Alternate Worksite Business Telephone: _____

Email Address: _____

Fax Number: _____

Supervisor Name: _____

- This agreement is for a formal arrangement. The employee will telework under a formal arrangement on the days identified below in a bi-weekly pay period. Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a scheduled telework (flexiplace) day or an ad hoc/as needed basis.

Telework (Flexiplace) Schedule

Week 1:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

Week 2:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

- This agreement is for an informal arrangement. The employee will telework on an ad hoc/as needed basis with supervisory approval.

The employee's telework arrangement will begin on _____.

The employee chooses chooses not to participate in flexitime (also called variable work schedule) (must select one).

If the employee chooses not to participate in flexitime (variable work schedule), the employee and supervisor agree that the employee's official tour of duty will be from _____ am to _____ pm.

If the employee chooses to participate in flexitime (variable work schedule) the employee will communicate his or her daily start and stop times by means of an email sent to the supervisor at the approximate start and end time of the workday.

Employees must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining supervisory approval of leave.

If the employee uses Government equipment, the employee will use and protect the Government equipment in accordance with 5 CFR 2635.704. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his or her own equipment, the employee is responsible for servicing and maintaining it.

Employees must make a reasonable attempt to ensure a safe and healthy work environment. Provided the employee is given at least 24 hours advance notice, and Management has reasonable cause to believe that hazardous working conditions exist, an inspection by the Government of the employee's home worksite may be conducted during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with health and safety standards.

The Government will not be liable for damages to an employee's personal or real property during the course of the employee's performance of official duties or while using government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claim Act.

The Government will not be responsible for operating costs, home maintenance, or any other incidental cost whatsoever (e.g., utilities) associated with the use of the employee's residence. By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.

The employee will apply approved safeguards to protect Government/Agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific OLMS confidentiality requirements. The supervisor and employee will discuss these safeguards.

Employee Certification

The employee volunteers to participate in telework and agrees to adhere to the terms and conditions of the DOL/OLMS Telework (Flexiplace) Program and this agreement.

Employee's Signature: _____ Date: _____

Supervisor Certification

The _____ District Office of the Office of Labor-Management Standards concurs with this employee's participation and agrees to adhere to the terms and conditions of the DOL Telework Program. A copy of the signed agreement must be provided to Bessie Williams, OLMS Telework Coordinator, and NULI. These parties must be notified when/if this agreement is terminated.

Supervisor's Signature: _____ Date: _____

For use by Agency/Regional Telework Coordinator:

Date agreement is received: _____

Date agreement is forwarded to the NULI President: _____

TELEWORK EMPLOYEE SAFETY SELF-CERTIFICATION CHECKLIST

Employee Name _____

Office _____

Work Telephone Number _____

Participating telework employees should use the following checklist to assess the overall safety and adequacy of their alternate work site. Check yes or no in answer to each question listed below. The employee and his/her immediate supervisor must sign and date this form upon completion. Employees must notify their supervisors of any significant changes.

ALTERNATIVE WORK SITE INFORMATION

Address: _____

Telephone Number: (____)____-_____

Brief description of office space/area:

CHECKLIST

(Annotate comments if necessary)

| | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 1. Is the space free of asbestos containing materials? | ___ | ___ |
| 2. If asbestos containing material is present, is it undamaged and in good condition? | ___ | ___ |
| 3. Is the space free of indoor air quality problems? | ___ | ___ |
| 4. Is the space free of noise hazards (in excess of 85 decibels)? | ___ | ___ |
| 5. Is there a potable (drinkable) water supply? | ___ | ___ |
| 6. Is adequate ventilation present for the desired occupancy? | ___ | ___ |
| 7. Are lavatories available with hot and cold running water? | ___ | ___ |
| 8. Are all stairs with four or more steps equipped with handrails? | ___ | ___ |
| 9. Are all circuit breakers and/or fuses in the electrical Panel labeled as to intended service? | ___ | ___ |
| 10. Do circuit breakers clearly indicate if they are in the open or closed positions? | ___ | ___ |
| 11. Is all electrical equipment free of recognized hazards that would cause physical harm (i.e., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)? | ___ | ___ |
| 12. Will the building's electrical system permit the grounding of electrical equipment? | ___ | ___ |
| 13. Are aisles, doorways and corners free of obstruction To permit visibility and movement? | ___ | ___ |
| 14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? | ___ | ___ |
| 15. Do chairs have any loose casters (wheels)? | ___ | ___ |

- 16. Are the rungs and legs of chairs sturdy? ___ ___
- 17. Is the office overly furnished? ___ ___
- 18. Are the phone lines, electrical cords and extension wires secured under a desk or alongside a base board? ___ ___
- 19. Is the office space neat, clean and free of excessive amounts of combustibles? ___ ___
- 20. Are floor surfaces clean, dry, level and free of worn or frayed seams? ___ ___
- 21. Are carpets well secured to the floor and free of frayed or worn seams? ___ ___
- 22. Have fire safety precautions been taken? ___ ___
 - a Are there adequate smoke detectors at the work site? ___ ___
 - b Is there a fire extinguisher? ___ ___
 - c Are the exits easily accessible? ___ ___
 - d Has an escape plan been established in case of a fire emergency? ___ ___

Employee's Signature Date

(NOTE: The supervisor should retain a copy of this Employee Safety Self-Certification Checklist along with the written telework agreement. The safety checklist is intended to be a guide for the employee and the supervisor. If either the employee or the supervisor has concerns as to whether the prospective alternative work site is adequate in terms of safety or health, either should consult with the Agency's Safety and Health Officer.)

Supervisor's Signature Date

Attachment C – Example of Daily Activity Log

OFFICE OF LABOR-MANAGEMENT STANDARDS
INVESTIGATOR'S DAILY ACTIVITY LOG

INVESTIGATOR JOHN DOE

| | | | |
|-------------------|------------|-----|---|
| Mon 11/8/10 | 0273(08) | 6.0 | AWS - Assembled case file; prepared exhibits and ROI |
| | 0277(08) | 2.0 | AWS - Telephoned former recording secretary, set up interview for next Wednesday (11/17/10) @ 9 a.m. Reviewed case and prepared questions for interview. |
| Tues 11/9/10 | 0273(08) | 3.0 | AWS - Assembled case file; prepared exhibits and ROI |
| | 0277(08) | 5.0 | AWS - Scheduled lost time of former president |
| Wed 11/10/10 | 0273(08) | 4.0 | AWS & office - completed & submitted ROI. Discussed with DD. Picked up GOV. |
| | 0277(08) | 4.0 | AWS - Completed lost time schedule, discussed with DD |
| Thurs 11/11/10 | 0273(08) | 8.0 | Field - Returned records, discussed deficiencies with current officers at union office - returned GOV. |
| Fri. 11/12/10 | 0291(77) | 3.0 | AWS - completed Pre-audit analysis; discussed with DD, contacted secretary-treasurer - set up CAP OIQ for Monday 11/15 @ 7:30 a.m. at the union office; prepared opening letter |
| | 0277(08) | 3.5 | AWS - Assembled case file; prepared exhibits & ROI. |
| | Other Time | 1.5 | AWS - Updated & submitted Daily Activity log; prepared & submitted two week locator; updated OLMS-2 |

EXAMPLE

Attachment D – Example of Two Week Locator

INVESTIGATOR JOHN DOE
 HOME PHONE: (312) 638-
 4025 PERIOD: 11/14/10 –
 11/27/10

SUBMITTED
 11/15/10

| SUN | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SAT |
|-------|--|--|--|--|--|-------|
| 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | 11/19 | 11/20 |
| | 08B-9020(77) BAA LU 1234 2020 MAIN ST. SPRINGFIELD, IL (312)555-1212 | |
| SUN | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SAT |
| 11/21 | 11/22 | 11/23 | 11/24 | 11/25 | 11/26 | 11/27 |
| | 08A-9112(08) HOME | 08A-9112(08) HOME | 08A-9112(08) HOME | HOLIDAY THANKSGIVING | DUTY OFFICER | |

EXAMPLE

Appendix 3 – Law Enforcement Retirement Coverage (LEO)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OFFICE OF LABOR-MANAGEMENT STANDARDS (OLMS)
AND THE
NATIONAL UNION OF LABOR INVESTIGATORS, IND. (NULI)**

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Office of Labor-Management Standards (OLMS) and the National Union of Labor Investigators, Ind. (NULI) in accordance with the applicable provisions of the Collective Bargaining Agreement (CBA) between OLMS and NULI. This MOU covers the current conversion of OLMS GS-1801 investigators who are covered by the Law Enforcement Officer Retirement provisions to GS-1811 series investigators.

TERMS OF AGREEMENT

Section A:

The parties agree that OLMS will notify NULI of its intentions to implement additional phases of the GS-1811 conversion plan, such as U.S. Marshal Deputation and/or implementation of an extended work hours/premium pay program, as soon as practical, in accordance with Article 3 of the CBA between OLMS and NULI.

NULI will have at least one representative involved in all working groups formed regarding the implementation of the GS-1811 conversion plan and the development of new policies and procedures for the OLMS criminal enforcement program by those working groups. The NULI representative will be kept apprised as developments unfold.

Future agreements between OLMS and NULI will be pursued in accordance with Article 3 of the CBA between OLMS and NULI.

Section B:

The parties understand that OLMS GS-1811 investigators are subject to background investigations. The Department has designated GS-1811 investigators as subject to Minimal Background Investigations (MBI), conducted by the Office of Personnel Management (OPM). If adverse findings are uncovered in the course of an investigator's background investigation and forwarded by OPM to the Department of Labor, any resulting discipline and/or adverse action will be determined pursuant to the Department's Personnel Suitability and Security Handbook, relevant Federal regulations, and Article 31 of the CBA between OLMS and NULI.

May 9, 2008

Section C:

The parties understand that investigators covered by the Law Enforcement Officer Retirement provisions are subject to random drug testing. If an employee is found to have used illegal drugs, the appropriate discipline and/or adverse action will be determined pursuant to the Department's Drug-Free Workplace Plan, relevant Federal regulations, and Article 31 of the CBA between OLMS and NULI.

Section D:

The parties agree that OLMS intends to assign its GS-1811 investigators to attend the Criminal Investigator Training Program (CITP) at FLETC, unless waived by OLMS because of proof of comparable law enforcement training. The parties agree that GS-1811 investigators will attend FLETC as assigned subject to Article 8 of the CBA between OLMS and NULI. The parties agree that after all other factors defined in Article 8 have been considered, seniority as defined in Article 26 will also apply. The parties agree that subject to Articles 8 and 26 of the CBA, OLMS GS-1811 investigators will attend the CITP at FLETC in the following order:

Newly hired OLMS GS-1811 investigators will be the next group assigned to attend the CITP at FLETC.

Those OLMS investigators now being converted to the GS-1811 series who have not volunteered will be the next group assigned to attend the CITP at FLETC. OLMS will, to the extent practical pursuant to Article 8 of the CBA, follow reverse seniority in the order of assigning non-volunteers to attend.

Section E:

OLMS LEO GS-1801 investigators now being converted to GS-1811 series investigators who are unwilling or unable to attend the CITP at FLETC at the time or prior to the time they are directed to attend, and who at that time have less than 20 years creditable LEO coverage, will be removed from their law enforcement position and duties and will be reassigned to a non-LEO GS-1801 investigator position and duties at the same grade and location, subject to Article 23 of the CBA between OLMS and NULI. Investigators who are unable to successfully complete the CITP at FLETC, and who at that time have less than 20 years creditable LEO coverage, will be removed from their law enforcement position and duties and will be reassigned to a non-LEO GS-1801 investigator position and duties at the same grade and location, subject to Article 23 of the CBA between OLMS and NULI.

Section F:

The parties agree that Appendix 3 of the CBA between OLMS and NULI is rescinded as moot. The parties also agree that Article 29, Section 6 of the CBA is amended to read as follows:

Management and NULI acknowledge and agree that those GS-1811 investigators under the Law Enforcement Officer Retirement coverage (LEO) , as defined in 5 CFR 831, 5 U.S.C. 8412 (d) and (e), 5 U.S.C. 8414 (c), 5 U.S.C. 8331, 5 U.S.C. 8336, and/or any other relevant rules, regulations or statutes, must have criminal investigation and enforcement as their primary duty.

For OLMS

[Redacted]

Deputy Director, OLMS

[Redacted]

Director, Southern Region

[Redacted]

Director, Office of Enforcement and International Union Audits

For NULI

[Redacted]

President
Negotiator

[Redacted]

Vice President, Central Region
Chief Negotiator

[Redacted]

Executive Vice President
Negotiator

[Redacted]

Vice President, Southern Region
Negotiator

Appendix 4 – Cellular Telephone MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OFFICE OF LABOR-MANAGEMENT STANDARDS
AND
THE NATIONAL UNION OF LABOR INVESTIGATORS, IND**

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Labor, Office of Labor-Management Standards (OLMS) and the National Union of Labor Investigators, IND (NULI) and is in accordance with the applicable provisions of the Collective Bargaining Agreement (CBA) between OLMS and NULI.

SUBJECT

This MOU concerns the agreement between OLMS and NULI regarding OLMS' policy on the use of government cell phones and the reimbursement of personal cell phone expenses incurred while conducting government business.

BACKGROUND

OLMS recognizes that its investigators should not be required to use their personal cell phones for government business. Additionally, OLMS is aware of NULI's concern that there are potential legal ramifications surrounding investigators' use of their personal cell phones to conduct government business. As such, OLMS is committed to obtaining and maintaining sufficient government cell phones in each of its offices to ensure that investigators are not required to use their personal cell phones for government business conducted in the field or in Temporary Duty (TDY) status.

TERMS OF AGREEMENT

The parties agree to the following:

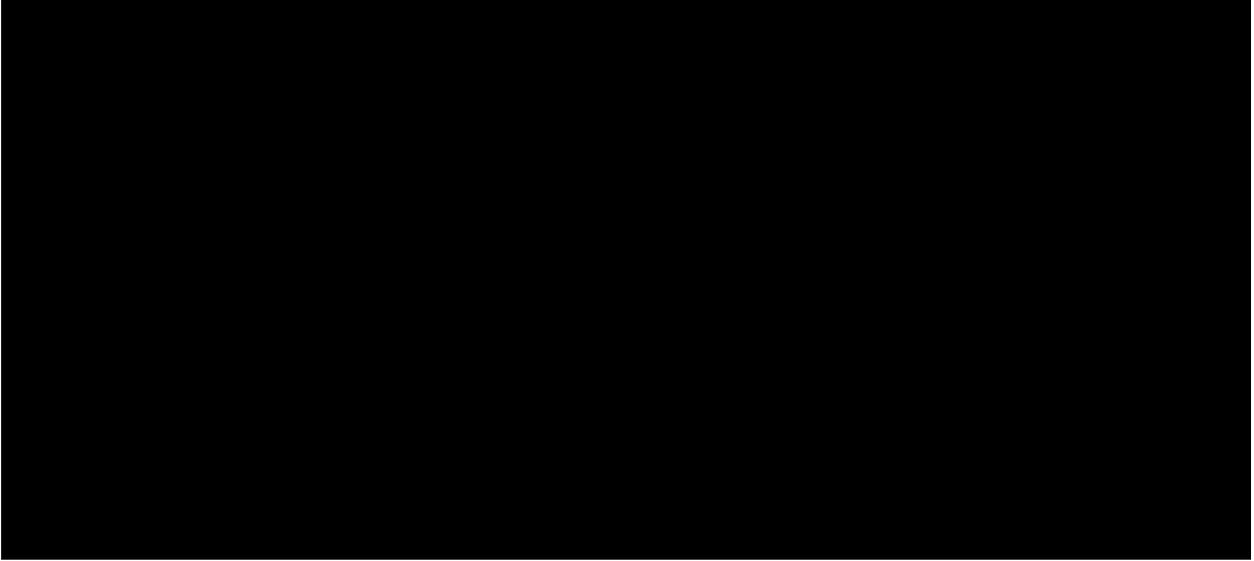
1. OLMS will obtain a sufficient number of government cell phones for every stand-alone district office, combined district office, and resident investigator office (RIO). In the case of a stand-alone/combined district office and RIOs, there will be a ratio of at least one government cell phone for every leased government vehicle or no less than one government cell phone per two investigators, whichever is greater. Each remote duty station or RIO that is staffed by a single investigator will have one government cell phone. OLMS will obtain the necessary cell phones to meet the previously noted criteria by November 1, 2014. OLMS will actively evaluate government cell phone usage to ensure that OLMS maintains a sufficient number of cell phones. OLMS agrees that it will obtain a cell phone for each investigator if it determines it is necessary.
2. Cell phones will be made available on a first come, first serve basis with the exception that investigators who have been assigned time sensitive case work or who have previously scheduled extended field work will be given priority.

3. Government cell phones are not to be used instead of government landlines when a landline is available.
4. Government cell phones are only to be used for government business with the following two exceptions:
 - a. An investigator in TDY status may use the government cell phone to make a personal phone call as described in DLMS 7, Chapter 1, Part 6.4, Section 3(1);
 - b. An investigator may use the government cell phone in an emergency situation.
5. Government cell phones are not to be used for internet and/or data retrieval.
6. Investigators will not use a government cell when such use would pose a safety and health threat. Additionally, investigators are prohibited from texting on a government cell phone while operating a leased government vehicle or operating a personal vehicle on government business as noted in Executive Order 13513, *Federal Leadership on Reducing Texting While Driving*, dated October 1, 2009.
7. OLMS managers may not require an investigator to forward his/her office line to his/her personal cell phone when the investigator is in the field or in TDY status. OLMS managers may require an investigator to use a government cell phone in the field if such communication is necessary to conduct government business.
8. An investigator will not be expected to respond to incoming calls on the government cell phone outside his/her workday hours absent unusual circumstances.
9. If a government cell phone is not available, an investigator will not be required to use his/her personal cell phone for government business, but may elect to do so. NULI recommends against investigators using their personal cell phones for government business. If an investigator elects to use his/her personal cell phone for government business when a government cell phone is not available, the investigator must obtain manager approval before doing so if he/she wishes to be reimbursed for such usage. Upon receiving approval, the investigator is not to use his/her personal cell phone to discuss substantive case-related material via email, text message, or voicemail messages. Such use of a personal or government cell phone to email, text message, or leave voicemails should be limited to the scheduling and/or modifying appointments. When a government cell phone is available, but an investigator chooses to use his/her personal cell phone, OLMS will not reimburse the investigator for personal cell phone usage.
10. When an investigator uses his/her personal cell phone for government business when a government cell phone is not available, the investigator may request reimbursement for such use using the following methods:
 - a. If the investigator has a limited monthly minute plan and government business use does not cause that investigator to exceed the number of allowed monthly minutes, he/she may claim reimbursement for all minutes used for government business based on the per minute rate then being paid by the government for the government cell phones in that investigator's office.

- b. If the investigator has a limited monthly minute plan and the government business use exceeds the number of allowed monthly minutes, the investigator may claim reimbursement for the number of minutes that did not exceed his/her allowed monthly minutes based on the per minute rate currently being paid by the government for the government cell phones in that investigator's office and may claim reimbursement for the number of minutes that exceeded his/her allowed monthly minutes based on his/her cell phone provider's overage rate.
 - c. If an investigator has an unlimited monthly plan, he/she may claim reimbursement for all minutes used for government business during a given month based on the per minute rate then being paid by the government for the government cell phones in that investigator's office.
 - d. Investigators will provide proof of using their personal cell phone for government business in the form of their monthly cell phone bill with appropriate redactions to protect their personal information.
11. NULI officers and stewards in TDY status are permitted to use a government cell phone to conduct official business with management, when necessary, but such use is not permitted for internal NULI business.
12. OLMS agrees to continue to evaluate its current cell phone technology to ensure that it meets the needs of the agency.
13. It is understood that there may be unforeseen issues not directly included in this MOU, and management will discuss any such issues with NULI as appropriate.

For OLMS

For NULI



Appendix 5 – Annual Verification of Driver Licenses MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. DEPARTMENT OF LABOR/OFFICE OF LABOR MANAGEMENT
STANDARDS
AND
THE NATIONAL UNION OF LABOR INVESTIGATORS

A. Introduction

This Memorandum of Understanding ("MOU") is entered between the U.S. Department of Labor/Office of Labor Management Standards ("OLMS") and the National Union of Labor Investigators ("NULI") in accordance with the applicable provisions of the OLMS-NULI collective bargaining agreement.

B. Subject

This MOU concerns the implementation of yearly valid driver's license verification for all field investigators.

C. Background

On April 1, 2014, Deputy Director Andrew Auerbach notified NULI that OLMS was contemplating the introduction of a form for field investigators to verify the possession of a current valid driver's license. Recognizing the requirement of a valid driver's license as a condition of employment in order to complete the duties as assigned, NULI does not object to this requirement, but requested to negotiate this change in working conditions due to potentially unforeseen circumstances.

D. Terms of Agreement

1. On July 1, 2014, and then at the beginning of each following fiscal year, all employees will be required to complete a verification form (Attachment I) indicating that they are in possession of a valid driver's license.
 - a. New employees will complete this verification form prior to their start date. Once a valid driver's license has been verified and they become an OLMS employee, they will be required to verify on a yearly basis.

2. After implementation of this policy, employees will be expected to report any arrests or issues that could impair their ability to have or maintain a valid driver's license to his or her first-line supervisor no later than the next scheduled work day.
3. Any employee without a valid driver's license or with a suspended license will be prohibited from driving a personal vehicle in the course of performing official duties or a government owned vehicle, in accordance to DLMS 7-Travel Management, Chapter 1-2.6 and FTR 301-10.220 unless they can provide documentation of having a provisional driver's license for work from their State Department of Motor Vehicle (DMV) or Court system that issues the provisional license.
4. Upon implementation of this MOU, any current employee who does not possess a valid driver's license or whose driver's license has been suspended will be given three months to obtain a valid driver's license or to resolve the suspension. An employee with a suspended license may request that his/her immediate supervisor grant additional time to resolve the suspension due to extenuating circumstances, such as court dates. It is the employee's responsibility to provide proof of a valid driver's license or proof of the resolution of a suspension by providing a copy of a court document(s) or a DMV document(s) releasing the suspension of the license to his/her immediate supervisor as soon as possible.
 - a. An employee will not be subjected to disciplinary action, unless the employee's supervisor was not aware of the suspension and the employee willfully violated the law by driving without a license in the course of performing official duties.
 - b. During this three month period, or until the issue is resolved, the employee will be assigned case work as appropriate while the status of the employee's driver's license is in question.
5. Immediately following the implementation of this MOU, OLMS will apply a liberal leave policy to any current employee whose driver's license is expired to allow the employee time to renew his/her driver's license with the understanding that this process will be completed as soon as possible.
6. Any failure to obtain a valid driver's license or driver's license suspension that extends beyond a consecutive six month period may be subject to further disciplinary or adverse action, subject to the provisions of Article 31-Disciplinary and Adverse Actions under the OLMS-NULI CBA.
7. OLMS will notify the NULI President of any employee unable to complete this verification form or the status of their driver's license changes.

For OLMS

For NULI



Appendix 6 – Voice over Internet Protocol (VoIP)

**MEMORANDUM OF
UNDERSTANDING BETWEEN THE
OFFICE OF LABOR-MANAGEMENT
STANDARDS**

**AND
THE NATIONAL UNION OF LABOR INVESTIGATORS, IND**

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Labor, Office of Labor-Management Standards (OLMS) and the National Union of Labor Investigators, IND (NULI) and is in accordance with the applicable provisions of the Collective Bargaining Agreement (CBA) between OLMS and NULI.

SUBJECT

This MOU concerns the agreement between OLMS and NULI regarding OLMS' implementation and use of new Voice over Internet Protocol (VoIP) telephone systems including the U.S. Department of Labor, OCIO Telephone System Program currently being implemented by Wage and Hour Division (WHD) and the GSA provided VoIP system being installed in federal buildings.

BACKGROUND

The WHD of the Department of Labor has initiated the implementation of a telephony technology system with automated call distribution (ACD) and integrated voice response (IVR) technology. The system provides the ability to route, track, record and monitor calls, and to collect and report data. The Seattle District Office has adopted this technology, and the OLMS Buffalo and St. Louis District Offices are in the process of switching over to a VoIP telephone system. Additionally, other OLMS offices may potentially have to transfer to a similar VoIP telephone system in the future.

TERMS OF AGREEMENT

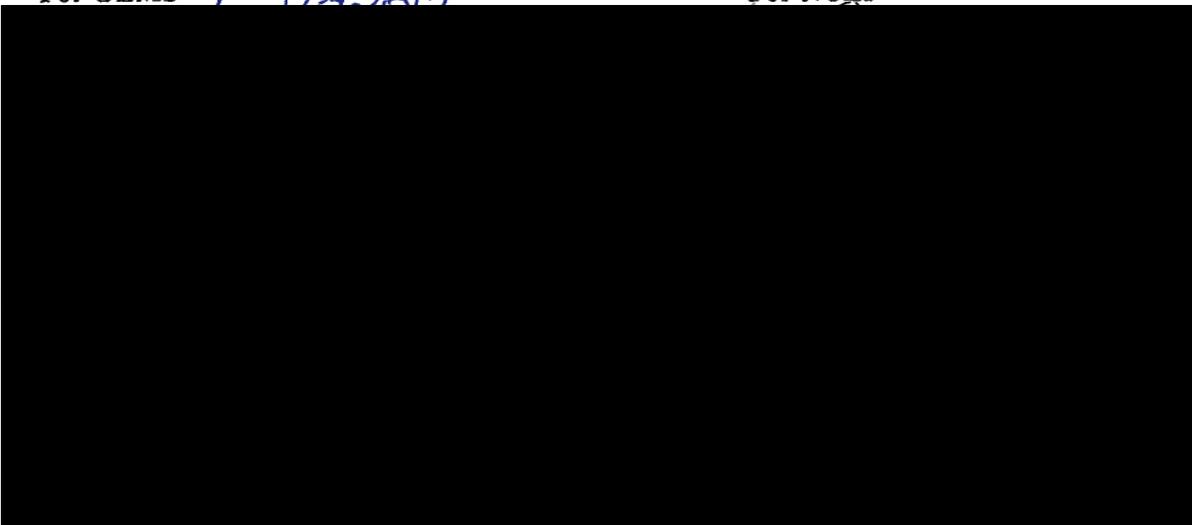
The parties agree to the following:

1. OLMS will advise NULI of its decision, or its knowledge of the Department's decision, to utilize a new telephone system within any of OLMS' offices as soon as possible, but at least (15) business days prior to the system's implementation.

2. OLMS does not intend to record or monitor the phone calls of its employees. If any new telephone system used by OLMS has the capability to record or monitor the phone calls of its employees, OLMS will take the necessary steps to ensure that these capabilities are disabled prior to the telephone system being implemented. OLMS will immediately notify NULI if the disabling of such capabilities is delayed for any reason.
3. All employees will be provided training on new telephone equipment and its use prior to its implementation. The delivery of such training may differ according to the employee's location. If, following such training, an employee requests additional training, such will be provided.
4. VoIP telephone systems enable a caller to leave a spoken voice mail message which is transmitted to the employee as an audio file (.WAV) via the Department of Labor's email system. These audio files, if they are substantive and case related, may be subject to discovery and should be preserved if they contain unique information which could be relevant to litigation. In these instances, the audio files shall be maintained in compliance with OLMS' Litigation Document Retention Policy, exhibited as Figure 51-1 in the OLMS Operations Manual. Otherwise, OLMS employees are not required to preserve them.
5. OLMS and NULI recognize that additional issues may arise from the use of any new telephone technology. As such, both parties agree to negotiate a resolution to any potential issues and modify this MOU in accordance with those negotiations.
6. Pursuant to Article 12, Section I of the CBA, OLMS will provide notice to the Union of matters which impact the working conditions of bargaining unit employee.

For OLMS

For NULI



Appendix 7 – Workplace Flexibilities MOU

**Memorandum of Understanding
Between
American Federation of Government Employees (AFGE) Local 12, AFL-CIO
National Council of Field Labor Locals (NCFLL), AFGE, AFL-CIO
National Union of Labor Investigators (NULI)
And
The U.S. Department of Labor (DOL)**

I. Introduction and Preamble

The Department of Labor and its employees are first and foremost responsible for achieving the mission of the Agency to foster, promote, and develop the welfare of the wage earners, job seekers, and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights. Further, Department of Labor management and its Labor counter parts, the NCFLL, Local 12 and NULI, recognize that in order to achieve this mission, it must ensure that all parts of the mission are covered by its key assets, the Department's talented and hard-working employees.

In its endeavors to achieve this mission, the Department of Labor also recognizes that it must be a leading example for demonstrating a commitment to providing a positive workplace for its employees. DOL recognizes the importance of workplace flexibilities for its employees and its responsibility as a model employer. In an effort to attract, empower, and retain a talented and productive workforce in the 21st century, and in support of the Presidential Memorandum on Enhancing Workplace Flexibilities and Work-Life Programs (June 23, 2014), we must continue to enable employees to balance their responsibilities to deliver exceptional and efficient service to the American public while meeting family and other needs at home.

II. Exclusions

Article 25, Section 2.C. of the CBA between NCFLL and DOL specifically discusses the First 40-hour tour of duty for MSHA authorized Representatives and Right of Entry Employees. Part-Time BLS CPI Economic Assistants, including those covered by the MOU between NCFLL and DOL, dated January 15, 2015, are excluded from this MOU.

III. Definitions

- A. Core Hours are time periods during the workday, workweek, or pay period that are within the tour of duty which an employee covered by a flexible work schedule is required by the applicable flexi time plan to be present for work. With the supervisor's approval, an employee may use credit hours or leave to account for absences during core hours as well as absences outside of core hours.
- B. Work Band is the time between the first and last hour in a day that an employee may work before receiving overtime pay.

IV. Provisions

A. All parties agree that the types of work completed throughout DOL may significantly vary and therefore, the ability to utilize workplace flexibilities may in some cases be limited. All parties understand that the need to meet the mission of the Agency is the highest priority and are committed to ensuring this occurs. For example, DOL employees required to engage in the following mission-based work and coverage requirements, understand that their use of workplace flexibilities in this MOU may be limited on specific days of the week or hours of the day based on business needs by these and other activities:

- conduct inspections and investigations,
- attend training,
- attend legal proceedings,
- be present at worksites during specific work hours,
- be present at work for blocked periods of time such as the end of the fiscal year or other high-volume time periods for fiscal or other reasons, or
- provide administrative office coverage.

B. All parties agree that the attached DOL Workplace Flexibilities Frequently Asked Questions and Workplace Flexibilities Guide, serve as guidance and a resource for both employees and management.

C. Variable Work Week

1. The Department's core hours are 10:00am to 2:30pm, Tuesday through Thursday of each work week during the bi-weekly pay period. There are no core hours on Monday and Friday.
2. The Department's work band, **excluding those employees on a fixed work schedule**, is 6:00am to 8:00pm, Monday through Friday. In some DOL locations, utilities (such as HVAC and lighting) may not be available past certain times and will not be extended in buildings where they are shut off prior to 8:00 PM. Employees should take these factors into consideration when planning work schedules and make plans accordingly.
3. Employees on the variable work schedule are required to satisfy a basic work requirement of no less than five days per week, to include hours worked, leave, or a combination of both.
4. Employees on the variable work schedule are required to satisfy a basic work day requirement of no less than four hours, to include hours worked, leave, or a combination of both.

5. Employees who intend on working for four (4) hours on either a Monday or Friday will notify their immediate supervisor or designee of their planned start time of work no later than 11am (except in an emergency or unanticipated events) the preceding workday. Sufficient notice includes, but is not limited to, emails.

D. Alternative Work Schedule

1. Notwithstanding any contractual provisions to the contrary, the following flexible work schedule, Alternative Work Schedule (AWS), is established and available to all eligible DOL employees. Under AWS, a full-time employee may complete their basic 80 hour work requirement in fewer than 10 work days.
 - I. The core hours and work band described in Sections III and IV.C (excluding IV.C.3) listed above, apply to AWS.
 - II. Employees participating in AWS may earn and request and use credit hours in accord with policy and the applicable CBA articles.
 - III. The employee's schedule – including the regular work day off – will be discussed and established in advance with an employee's immediate supervisor. The employee's schedule – including the regular work day off will be recorded on a standard employee schedule form. [See attachment].
 - IV. To ensure the supervisor is able to plan and assign work within the work unit, the regular work day off will be the same each pay period.
 - V. If an employee on AWS requests to change a regular work day off and the request is denied due to business reasons, the supervisor must explain the decision in writing and attempt to agree on a different day.
 - VI. If the regularly scheduled day off falls on a federal holiday, the employee is entitled to an "in lieu of" day.
 - VII. To the extent practicable, the work schedules described above will be available to part-time DOL BU employees. Appropriate arrangements will be worked out between the employee and the supervisor, consistent with the needs of the office and the spirit of the program. However, supervisors retain the right to establish and make final decisions relative to any work hour arrangements for part time employees.
 - VIII. AWS Day off/Scheduling adjustments/conflicts: When these situations occur, supervisors retain the right to establish and make final decisions relative to any alternative work schedule arrangements, including providing final approval concerning the employee's regularly scheduled day off under an AWS agreement. If conflicts arise as a result of several employees requesting the same regularly scheduled day off, then employee seniority (as defined by the applicable CBA), will be the deciding factor.

2. This MOU does not supersede contractual, statutory or regulatory provisions related to management's right to assign work or determine work schedules, including the need to ensuring office coverage during normal DOL business hours of 8:30 a.m. to 5:00 p.m. or whatever regular business hours as specified in the applicable CBA or as determined by the individual field offices.

V. Training

- A. Employees participating in the flexible work schedule, including variable and alternative work schedule programs, for the first time must complete mandatory training in advance of participation.

VI. Dispute Resolution

The parties agree to make best efforts to informally resolve disputes regarding the application of this MOU and the work schedule changes, as follows:

1. Best efforts should be made between first line supervisors and employees to informally resolve the matter.
2. In the event that the matter cannot be resolved informally,
 - i. AFGE Local 12 bargaining unit employees' grievances will be treated as Grievance Board Grievances pursuant to Article 47, Section 8 of the CBA between Local 12 and DOL.
 - ii. NCFLL bargaining unit employees' grievances will be handled by the Local President and the regional Labor Relations Officer or his/her designee.
 - iii. NULI bargaining unit employees' grievances will be handled by the Regional Director and NULI Regional Vice President.
3. In the event the resolution processes above are not successful, the parties agree to bring concerns to the attention of the Director, OELMR, to discuss and address timely. This memorandum of understanding supersedes the previous memorandum of understanding related to workplace flexibilities signed February 26, 2015 and the addendum signed on March 4, 2015.

IX. SIGNATURE PAGE