

# COLLECTIVE BARGAINING AGREEMENT

## Article 1

### Parties to the Agreement and Definition of the Unit

#### **Section A**

This Agreement is made and entered into between the Agency, Peace Corps, and Local 3548, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, with respect to the unit as defined in Section C below, or as may be amended by the Federal Labor Relations Authority (FLRA). Management and the Union shall collectively be referred to as the Parties.

#### **Section B**

The Parties agree that the Union is the exclusive representative of all employees in the unit, and the Union has the responsibility of representing the interests of all such employees, without regard to Union membership, with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions.

#### **Section C**

The FLRA certified the Union on May 11, 1983, as the exclusive representative of all Peace Corps nonprofessional employees nationwide including part-time and intermittent employees. Excluded from the bargaining unit are supervisors, management officials, professional employees, summer and student aides, internal audit staff employees, overseas employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

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## Article 2

### Union Rights

#### **Section A**

The Parties agree that the public purposes to which the Agency is dedicated will be advanced through understanding and cooperation achieved through collective bargaining. Whenever the Agency solicits input or is required to consult or negotiate regarding personnel policies and practices affecting conditions of employment, the Union shall be the instrument through which unit employees shall express their views. Management agrees to continue to demonstrate an affirmative willingness to deal with Union representatives on such matters. This right does not, however, preclude Management from communicating with religious, social, fraternal, professional, supervisory or other lawful associations not qualified as labor organizations with respect to matters of policy which involve individual members of the association or of particular applicability to it or its members.

#### **Section B**

Management shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the Union in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, and exercising their rights and discharging their duties under applicable law, regulation, and this Agreement.

#### **Section C**

Subject to Peace Corps' capability, the Union will be provided monthly: (1) an alphabetical listing of all Agency employees; (2) the grade and ceiling report; (3) a report on all accessions and separations; and, (4) a dues checkoff list.

The Peace Corps will provide the union a monthly listing of CBU employees (as agreed upon in Article 2, Section C of the Negotiated Agreement regarding all agency employees) in a common spreadsheet format, such as CSV (Comma Separated Value) or similar electronic format, including each employee's first name, last name, department, email address, office phone, start date, and dues paying Union member status.

#### **Section D**

The Union agrees to notify Management, in writing, via the appropriate Labor Relations Official at least 10 days in advance of any Union unfair labor practice charge filed with the FLRA. The purpose of the notification is to provide the Parties an opportunity to reach resolution of the matter.

#### **Section E**

When Management determines to place Union representatives on special assignment or detail and the Union representative notifies Management that he/she is involved in an ongoing representational activity, the Parties will meet to discuss the matter. Management will make every reasonable effort to reschedule the assignment or detail or, where possible, substitute another employee.

#### **Section F**

The Union shall be provided access to any Federal laws and regulations that apply to Peace Corps employees. The Union shall also be provided a complete and current copy of the Peace Corps Manual with updates, as and if amended. The Union will be placed on the Agency's distribution list. When Peace Corps changes the existing practices, a copy will be given to the Union and negotiations will be conducted as required by law and this Agreement.

#### **Section G**

The Union agrees that it has the primary responsibility for educating employees of the availability of Union assistance. Management agrees that it will annually notify the employees of the Union's availability to act as a representative at any formal discussion between one or more representatives concerning any grievance or any personnel policy or practice or other conditions of employment. Should the Agency conduct an orientation for any new employee or employees, the Union will have the opportunity to discuss its function as an employee representative for at least thirty minutes. If the Agency supplies any new employee or employees written materials, the Union shall be allowed to include information about its availability to act as a representative.

#### **Section H**

The Agency will provide the Union with an adequate supply of the final agreement so that each employee has a copy. Copies will be distributed through the Agency's mail system.

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## Article 3

### Employee Rights and Responsibilities

#### **Section A**

Employees have the right to be treated with dignity and respect. No employee shall have to tolerate harassment, abusive language, intimidation, discrimination or reprisal. Likewise, managers have the same right to be treated with dignity and respect; nor shall any supervisor or management official have to tolerate harassment, abusive language, intimidation, discrimination or reprisal.

#### **Section B**

Each employee has the right, freely and without fear of penalty or reprisal to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise provided by 5 U.S.C. 7102, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organizational representative. This includes presentation of its views to Agency management and other officials of the Executive Branch, the Congress and other appropriate authority. Management shall take action to ensure that employees are apprised of these rights and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union. This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization by a supervisor or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. Union officials who assume a position outside the bargaining unit shall cease participation in the management or policy making of the Union, however, this does not preclude the employee from continuing active membership in the Union.

#### **Section C**

Except as provided by law, employees are accountable for duties properly assigned and appropriate to the position. Within this context, Management affirms the right of employees to conduct their private lives as they wish, guided in their conduct by Peace Corps' Standards of Conduct. The conduct of employees off the job shall not be a concern of Management unless it can be demonstrated that there is a nexus between the employee's conduct and the efficiency of the service or a violation of law, rule or regulation that affects the efficiency of the service. Except as provided by higher authority, each employee has the right to form, join and assist any group or organization without fear of penalty or reprisal.

#### **Section E**

Peace Corps will not require or pressure employees to invest or donate their time or money to activities, meetings or undertakings not related to the performance of official duties to which the employee is now assigned or may be assigned.

#### **Section F**

Except to the extent required by higher authority, Peace Corps will not enforce financial obligations asserted against employees by private individuals or firms as a result of civil litigation, nor will the Peace Corps act as an arbitrator or take action concerning any alleged private debt or financial obligation of an employee which has not been acknowledged by the employee, reduced to judgment in a court of competent jurisdiction, or imposed by higher authority. Civil litigation involving an employee shall not be a concern of Management unless it can be demonstrated that there is a nexus between the litigation and the efficiency of the service.

#### **Section G**

The Parties agree that Peace Corps will not require any employee to disclose his/her race, religion, national origin, age, handicapping condition, political affiliation or sexual orientation except as provided by higher authority.

#### **Section E**

The Parties agree to encourage employees to present their work-related problems to the lowest level of supervision. An employee has the right to communicate freely with the following appropriate Peace Corps offices or individuals:

1. Office of Human Resources Management
2. Office of the Inspector General
3. EEO Counselors and all Special Emphasis Program Coordinators
4. Office of the General Counsel
5. Union officials on matters covered by this Agreement
6. Administrative Offices
7. A supervisor or management official of higher rank than the employee's immediate supervisor

An employee will be allowed to contact the above-cited offices after notification has been given to the supervisor. However, an employee may directly contact the Office of the Inspector General where the subject matter of the discussion is of a highly sensitive nature. Employees will not be required to discuss with their supervisors the specific reasons why they wish to contact the above offices or individuals. However, a supervisor may request an employee to delay making such contact when workload or other organizational exigencies requires that the employee remain at the worksite. Employees have the responsibility to exercise this right judiciously.

#### **Section I**

Management will make reasonable efforts to equitably provide work space in an environment that promotes the mission of the Agency and the well-being of the employees. Within guidelines established by building leases and the General Services Administration (GSA), the employer affirms the right of employees to decorate their working areas provided the property is not defaced or made unusable for its intended purposes and where the decoration does not interfere with the conduct of Agency-related business.

#### **Section J**

Except as provided by law, rule or regulations, employee records will be maintained as follows:

1. The Official Personnel Folder (OPF) prescribed by the Office of Personnel Management (OPM) is the official repository for records providing the basic source of factual data about the employee's

employment history. It is used primarily by the personnel office in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services and data. In addition, OPFs may be reviewed by, or be used to, furnish information to supervisors and officials whose duties require access to the OPFs. Upon request, employees will be informed of the names of individuals outside of the Office of Human Resources Management who reviewed their OPF unless such disclosure would be contrary to higher authority. Maintenance of personnel information by supervisors shall be limited to that prescribed by OPM rules and regulations.

2. Inspections by authorized officials from outside Peace Corps of OPFs and of other name-retrievable files kept in a system of records must be limited to that information which is relevant to their specific inquiry. Peace Corps will record the official's name, organization, date, and reason for inspection unless contrary to federal laws, rules, and regulations. Affected employees will be notified in writing by the Office of Human Resources Management of all inspections unless prohibited by federal laws, rules, and regulations.

3. Each employee or designated representative who has been so authorized in writing by the employee shall, upon request, have access to review or photocopy any document in the OPF.

4. The employee will be afforded the opportunity to have placed in the OPF a rebuttal to unfavorable information contained in the OPF. It is further agreed that any document in the OPF cannot be used as a basis for a disciplinary action without first being disclosed to the employee. No derogatory material of any nature which might reflect adversely upon an employee's character or government career will be retained in a removable record as defined in "Title V, United States Code" (5 U.S.C. 552a) without the employee having the opportunity to make a written acknowledgment and/or rebuttal.

5. Unfounded complaints and charges will not, under any circumstances, be considered a factor in connection with any personnel action. Derogatory material which is not investigated will be destroyed.

6. No material prepared as a result of an official reprimand will be kept in an employee's OPF for longer than one (1) year. After one (1) year the reprimand shall not, in and of itself, serve as a basis for any future disciplinary action. In no case will it be considered a factor for promotion or similar type action after removal from the OPF.

#### **Section K**

Each employee shall be provided with appropriate supervision. Work assignments and priorities will be conveyed to employees through supervisory channels.

#### **Section L**

Peace Corps agrees to pay membership dues in professional associations whenever an employee is required to join such organizations by an appropriate level of management and when such membership is in connection with the performance of official duties. Such membership must be in the name of Peace Corps which also agrees to pay the travel and per diem expenses of employees directed to attend meetings of such organizations by an appropriate level of management.

#### **Section M**

Time and attendance will be recorded by an automated time and attendance system developed by Peace Corps for use by all employees. This system will permit initial entry by each employee of daily arrival and departure times, and shall not constitute an automatic recording of each employee's daily arrival and departure times.

#### **Section N**

The parties agree that employees are entitled to receive their correct paychecks at the proper time. To this end, Management agrees to the following:

1. In the event an employee does not receive the correct amount on a regular payday, upon notification by the employee and verification by Peace Corps, the Agency will take immediate steps to have a replacement check issued.

2. In the event an employee is entitled to a retroactive adjustment, Peace Corps will normally complete necessary documents for processing pay adjustments within seven (7) calendar days after

receipt of notice of the entitlement.

3. The Agency will normally complete necessary documents for processing an employee's lump sum leave payment within seven (7) calendar days after the employee's termination date and will assist the employee in pursuing timely receipt of the payment.

4. When an employee leaves Peace Corps and files for retirement or lump sum payment of his/her retirement contribution, the Agency will provide all necessary Peace Corps payroll data to support the employee's application as soon as practicable.

5. When Peace Corps seeks to recover an erroneous overpayment under 5 U.S.C. 5584, the Agency will inform the employee of the right to file a request for waiver and will provide technical assistance in the preparation of the waiver request.

#### **Section O**

The Parties agree to encourage employees to vote in all local, state and national elections.

#### **Section P**

In accordance with Federal laws, rules and regulations, employees have the right to comment on the operation and policy of Peace Corps and the government without fear of restraint or retaliation.

#### **Section Q**

W-2 forms will be issued as prescribed by law.

#### **Section R**

The Parties agree that provision of and access to information on employee rights and responsibilities is important. Management agrees to distribute a written 'hard copy' memorandum and transmit a 'public' electronic mail message to all employees informing them, within a reasonable time, of changes in information about their employment. Examples of such information include, but are not limited to, changes in personnel laws, regulations and authoritative guidance, training opportunities, new employee orientations, 'brown bag' luncheon presentations, and after-work courses. HRM ("Office of Human Resources Management") and Area Office managers agree to prepare and maintain a notebook, which will be routinely updated and kept available for reference during working hours in a central and accessible location, that will include relevant information on the above issues. The Parties agree that it will be the responsibility of the individual employee to consult this notebook if so desired. In the notebook, HRM will advise employees of their right to review their OPF. In this advisement, employees will be asked to contact HRM to arrange the time to review their OPF.

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## Article 4

### Management Rights and Responsibilities

#### **Section A**

Management retains the authority, subject to applicable laws and regulations: (1) to determine the mission, budget, organization, number of employees and internal security practices of the Agency; (2) to hire, assign, direct, lay off and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (3) to assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted, including filling positions and making selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; (4) to take whatever actions may be necessary to carry out the Agency's mission during emergencies.

#### **Section B**

Management may meet with the Union to consult, discuss and consider methods and means of performing work. However, either party may invoke its right to negotiate:

1. procedures to be observed in exercising any management authority under 5 U.S.C. 7106; and
2. appropriate arrangements for employees adversely affected by the exercise of any management authority under 5 U.S.C. 7106.

#### **Section C**

Management agrees to notify the Union, in writing, at least ten (10) days in advance of any management unfair labor practice charge filed with the FLRA.

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## Article 5

### Rules, Regulations, and Existing Practices

#### **Section A**

Peace Corps agrees to identify, revise and reissue rules and regulations for unit employees which are inconsistent with this agreement no later than two hundred seventy (270) days after its effective date.

#### **Section B**

The parties agree that changes made to existing Peace Corps rules or regulations covering personnel policies, practices and/or working conditions of unit employees which fall within the discretion of Management and are not retained management rights under Article 4 will be accomplished by submitting the proposed changes, in writing, to the Union. The Union will be given fourteen (14) days to review and comment on the proposed changes. If the Union fails to comment or notify the Agency of its disagreement within fourteen (14) days, the Agency may implement the proposed changes. If notice of disagreement is given, the Parties will meet within fourteen (14) days from receipt of Union notification to negotiate a resolution. Disagreement shall not operate as a bar or delay to implementing the proposed changes once the Agency has met its bargaining obligation. However, when disagreement exists, the Parties shall invoke impasse procedures and shall abide by the final decision of the Federal Service Impasses Panel (FSIP) or arbitrator when such decision is rendered. If the proposed change is required because of an emergency, Management may take whatever steps may be necessary to meet the emergency.

#### **Section C**

The Parties recognize that changes to and implementation of personnel policies, practices, and matters affecting working conditions are required from time to time by federal laws, rules, and regulations. In those instances where there is short or no advance notice of such changes, the Union will be notified as soon as possible after the effective date of implementation as required by the federal laws, rules, or regulations. In all other cases, the Union will be notified as soon as possible before implementation of the changes.

#### **Section D**

Where Peace Corps' written policies and instructions pertaining to unit employees and this Agreement are in conflict, the Agreement shall be controlling.

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## Article 6

### Official Time

#### **Section A**

The Parties agree that Union officials and designated representatives shall be allowed to use a reasonable amount of official time for representational functions. Such functions include, but are not limited to: (1) discussing matters relating to conditions of employment, grievances, appeals, and discrimination complaints with employees and/or supervisors; (2) preparing for and presenting grievances, appeals, discrimination complaints; (3) preparing for and attending meetings with management regarding matters within the scope of bargaining; (4) preparing for and participating by Management invitation on task forces, work groups, studies and similar activities; (5) preparing for and negotiating impact and implementation with Management over proposed changes in policy, practice and/or procedures about which the Parties must, or choose to, bargain pursuant to law and/or the terms of this agreement, and (6) activities pursuant to Article 23 Section K (maximum of eight (8) hours annually per location). A bank of time equal to two and one half staff years (5200 hours) will be established annually for functions 1,2,3,4, and 6. This time may be allocated by the Union to any Union Official including the President and Chief Steward. Unused time at the end of the year will expire and a new bank will be established on the first day of each calendar year. Additional time will be allotted for bargaining, for management invitational participation on task forces, work groups, studies and similar activities and by mutual consent, where necessary in order to resolve

issues. Time spent on Union representational activities shall be recorded on the mutually agreed-upon form (see Appendix A) which shall be submitted monthly to the Labor Relations Specialist.

#### **Section B**

The Union shall have the opportunity to be represented at formal discussions between management and one or more employees concerning grievances, personnel policies and practices or other matters affecting working conditions. The Agency will pay travel and per diem expenses for a Union representative to perform representational duties in those cases where the Agency's denial of expenses would leave the employee without representation.

#### **Section C**

Union representatives who need to leave the worksite to carry out representational duties will notify the supervisors for approval of scheduling. Union representatives needing to enter other work sites in order to carry out representational functions first will notify the supervisor of the worksite for approval of scheduling. If approval is denied by either supervisor as warranted by the work needs of the Agency, the Union will reschedule its representational activity. If the denial affects the Union's ability to respond to any deadlines contained in this Agreement, the deadline will be extended accordingly.

#### **Section D**

The Union shall designate no more than twenty stewards. The Union will keep Management informed, in writing, of the names of its stewards and elected officers and their respective areas of jurisdiction.

#### **Section E**

Union stewards and elected officers will be allowed twenty-four (24) hours of official time each year for training on this Agreement and other labor relations matters. The Union President and Chief Steward will be allowed forty-eight (48) hours to participate in, or conduct, such training.

#### **Section F**

Nothing in this article in any way waives the rights of the Union or Management granted by higher authority.

#### **Section G**

All requests by the Union for official time to carry out activities authorized by this Article will be made by submitting an SF-71 to the employee's supervisor. The "Other" box on the SF-71 shall be marked indicating "Official time for Union business." Requests for use of Official time for Union training will be submitted at least two (2) weeks in advance of the start of training. Requests for use of Official time for representational functions will be made at least two (2) working days before the date such representation will take place, except in cases of emergency. The Parties agree that, in addition to the SF-71, the employee may also transmit the request via electronic mail to the employee's supervisor, the Union President, and others as appropriate.

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## Article 7

### Official Travel and Expenses

#### **Section A**

All employees who are required to travel will have access to copies of applicable travel regulations and will be advised of their rights to compensation and reimbursement of travel-related expenses.

#### **Section B**

Employees will not be required to travel without compensation except where required by law or regulation.

#### **Section C**

Except in emergency situations, employees will not be required to travel without a travel order. Except in emergency situations and as otherwise prescribed by law or regulation, employees will not be required to travel without receiving a travel advance or Agency credit card. In the event that travel expenses exceed the amount of the travel advance, the Agency will normally complete all necessary processing for reimbursement within fourteen (14) days following the submission of a properly filed

travel voucher and will assist the employee in pursuing timely receipt of the reimbursement.

#### **Section D**

By prior arrangement, an employee who is in travel status will have the option of returning home on weekends at Agency expense if the cost of returning home does not exceed the per diem cost for remaining at the temporary duty station for the same period, except where prohibited by law or regulation, and except where Management reasonably determines that the employee's presence is crucial to the success of the Agency's mission and that weekend travel would make such presence highly unlikely.

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## Article 8

### Overtime

#### **Section A**

The Union acknowledges that the assignment of overtime is a function of Management and that the mission of the Agency should ordinarily be accomplished within the normal work week. However, since the mission of the Agency is to provide service to the public and its volunteers, it is recognized that periodic use of overtime may be necessary.

#### **Section B**

1. For employees on maxi-flex schedules, overtime hours are all hours in excess of eight (8) in a day or forty (40) in a week or eighty (80) in a biweekly pay period, which are officially ordered in advance by Management.
2. When overtime is worked, an employee shall be paid for the time worked unless the employee elects to receive compensatory time off in lieu of overtime pay.
3. Compensatory time off is time off granted to an employee from his or her scheduled tour of duty in lieu of payment for an equal amount of time spent in overtime work.
4. In accordance with regulations applicable to exempt and non-exempt employees, an employee can elect compensatory time off or credit hours in lieu of payment for overtime work.
5. Credit hours are those hours which an employee, under the maxiflex schedule, elects to work in excess of his or her basic work requirement. An employee's intent to earn credit hours requires reasonable notification to the supervisor; an employee's intent to use credit hours requires the supervisors approval as in the case of annual leave. If management orders an employee in advance to work in excess of the basic work requirement, such hours are not credit hours and must be compensated as overtime.

#### **Section C**

The assignment of overtime work or the denial of such assignment will not be made as a reward or penalty to an employee, but solely in accordance with Management's needs, qualifications of employees and with consideration of normal work assignment patterns. To the extent possible, the employee's preference will be honored

#### **Section D**

Employees will be given notice at the worksite of overtime assignments outside of the basic work week or on a holiday by the close of business two (2) days before the scheduled overtime. Exceptions may be made in cases of emergency and, in this regard, overtime may be ordered without prior notice.

#### **Section E**

Before a supervisor requires an employee to work overtime, he or she shall consider the effect of such additional work on the health and efficiency of the employee and any personal circumstances which may cause a hardship for the employee. If Management is unable to find a qualified replacement, an employee determined by Management shall work the over-time.

#### **Section F**

When employees request to be excused from overtime, Management will determine if it has other equally qualified employees available and willing to perform the required work. In such cases, employees will be excused from overtime assignment without disciplinary penalty.

## **Section G**

Employees called back to work any unscheduled overtime will be compensated with a minimum of two (2) hours premium pay for such assignment even if such assignment is not two (2) hours in duration.

## **Section H**

An employee will be reimbursed for taxicab fares between office and home for officially ordered overtime when the employee is dependent on public transportation for such travel and it occurs during hours of infrequently scheduled public transportation or darkness.

## **Section I**

Employees who have chosen and earned compensatory time in lieu of overtime, will have 4 pay periods to use the compensatory time before it is converted automatically to overtime payment. At any time during those 4 pay periods, the employee, having been prevented by the supervisor from .25 using the compensatory time due to exigencies of the service, may elect to be paid equivalent overtime.

## **Section J**

Over-time for travel during non-duty hours will be administered in accordance with higher authority.

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# Article 9

## Leave

### **Section A - Annual Leave**

1. Annual leave is a right provided by law.
2. Management will make every reasonable effort to accommodate employee requests for annual leave consistent with the needs of their respective offices and to grant annual leave equitably. Reasonable effort will be made to accommodate employees who desire leave during holiday seasons. Every effort will be made to accommodate employees who desire leave to attend funerals or to participate in religious observances. In no case will leave for a death in the immediate family or for religious observances be denied unless an emergency situation is declared by the Office Head.
3. Leave, including the extended leave of two (2) or more weeks, will be approved, consistent with the needs of the office, in a manner which satisfies the preferences of and provides equity among the employees. Changes in the approved leave requests will be considered and granted where feasible. The Agency will notify employees that failure to schedule annual leave in advance could result in the loss of annual leave in excess of 240 hours at the end of the year.
4. The employee will not be required to provide reasons for a request for annual leave. The SF-71 will be used for all requests and approval of annual leave, except when emergency leave is requested. Requests for annual leave of three (3) days or less will be made at least one (1) work day in advance, and approval will be provided by close of business on the following workday, or earlier as needed.
5. Conflicts in scheduling leave will be resolved in favor of the employee with the earliest service computation date in the absence of determinable personal hardship and to the extent consistent with the needs of the Agency. Subsequent conflicts among the same employees would be resolved by granting leave to the next senior employee who has not previously been granted his/her preference of leave.
6. When leave has been requested and approved, Management will not cancel approval except in extraordinary situations where the presence of that particular employee is required and only after the employee has been consulted and informed. Management will make a reasonable effort to .-27 notify the employee of the need to cancel the leave at least three (3) work days in advance of the beginning of such scheduled leave.
7. Granting Annual Leave in Advance of Accrual. An employee may be granted annual leave up to the amount he or she will earn by the end of the appointment or the leave year, whichever occurs first. However, in granting an employee annual leave in excess of the amount actually earned, the supervisor authorized to approve leave must have reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

**Section B - Sick leave** (Also refer to Section C - "Family Leave" of this Article)

1. Sick leave will be granted when an employee receives medical, dental or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury or pregnancy; is required to give care and attendance to a member of the immediate family who is afflicted with a contagious disease, or would jeopardize the health of others by presence at the duty station because of exposure to a contagious disease. The employee may also request and be granted annual leave or leave without pay (LWOP) instead of sick leave.
2. In cases of serious illness or disability, employees who have completed their trial period will be granted advance sick leave provided they have not been under an abuse of sick leave letter during the preceding one hundred twenty (120) days. Advance sick leave will not be granted in excess of thirty (30) days and will be granted only provided the employee is expected to return to duty. In no case will an employee be required to exhaust annual leave before being granted advance sick leave to cover extended illness.
3. Normally, employees shall not be required to furnish medical certificates to substantiate requests for approval of sick leave unless such sick leave exceeds three (3) days of continuous duration.
4. An employee's certification (SF-71) as to reasons for absence on account of illness will be acceptable for absences of three (3) workdays or less. However, upon prior notification, an employee may be required to submit a medical certificate for future absences of three (3) work days or less if the supervisor has reason to believe that the employee is improperly using sick leave.
5. Time spent by the employee in obtaining examination or treatment at the appropriate health unit shall be considered duty status and will not be charged or recorded as sick leave if the employee returns to work on the same day. Should the employee be sent home, sick leave will be charged beginning at the time of departure from the place of work.

**Section C - Family Leave**

1. All full time employees may use up to five (5) days of sick leave per year for family care or bereavement purposes. Additionally, employees who have a sick leave balance of at least eighty (80) hours may use up to thirteen (13) days of sick leave per year for these purposes. Part-time employees will be able to take leave on a prorated basis. Sick leave under these provisions may be used to:

- a. care for a family member due to illness, injury, pregnancy or childbirth;
- b. attend the medical, dental, or optical examination of a family member;
- c. make arrangements for and/or attend the funeral of a family member.

Family members are defined as spouses and their parents, children and their spouses, parents, siblings and their spouses, and any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

d. An employee who has completed twelve (12) months of service, excluding temporary or intermittent employees, is entitled to a total of twelve (12) administrative work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- a. the birth of a son or daughter of the employee, and the care of such son or daughter;
- b. the placement of a son or daughter with the employee for adoption or foster care;
- c. the care of a spouse, son, daughter or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition, or
- d. a serious health condition of the employee unable to perform the essential functions of his or her position.

An employee may elect to substitute paid time off, i.e., annual leave, sick leave, compensatory time off, or credit hours under a flexible work schedule, for leave without pay under these provisions.

Employees requesting time off for maternity or paternity reasons should submit notice at least six (6) weeks in advance of the first day of the planned absence. If a pregnant employee, upon the advice of her physician, asks for modification of her duties or temporary assignment to other available work for which she is qualified, every reasonable effort should be made to grant the request.

**Section D - Leave Without Pay (LWOP)**

1. The authorization of LWOP is a matter of administrative discretion. The request for LWOP shall be initiated by the employee or, if the employee is incapacitated, by the supervisor.

2. Upon request of the appropriate Union officer, an employee normally will be granted leave without pay to engage in Union activity or to work in Union sponsored programs at the national or district level. LWOP for this purpose is limited to one year, but may be extended or renewed upon proper application. Only one member of the bargaining unit will be granted LWOP of more than 5 days under this provision at any one time.

#### **Section E - Leave Records**

1. Individual leave records and time and attendance records are personal in nature. Management will not publicize such records. Use and disclosure of leave records are governed by the Privacy Act (5 U.S.C. 522(a)).

2. Annual or sick leave balances, in and of themselves, will not be a factor in promotion or disciplinary action.

#### **Section F - Service In Peace Corps or VISTA,**

Upon request, Management will grant an employee LWOP to allow for one full tour of volunteer service with VISTA or the Peace Corps.

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## Article 10

### Prohibited Personnel Practices and Equal Employment Opportunity

#### **Section A**

The Parties affirm that merit systems principles, as defined in 5 U.S.C. 2301, will be observed.

The parties agree that it is a prohibited personnel practice for any employee who has authority to take, direct others to take, recommend, or approve any personnel action to discriminate for or against any employee on the basis of race, color, religion, sex, national origin, age, handicap, political affiliation, marital status, union membership or other non-merit factors

Management agrees that it will not discriminate against employees regarding such matters as parental status, personal appearance, whistle blowing, or sexual orientation, unless a nexus between the factor and the efficiency of the service exists. Unit employees who believe they have been discriminated against for any of the above reasons may, as appropriate, file a grievance under the negotiated grievance procedure, file an EEO complaint, or file a complaint as permitted by law with the Special Counsel of the Merit Systems Protection Board (MSPB).

#### **Section B**

1. Whenever Management proposes changes to its Affirmative Action Plan, the Union will be notified.

2. Whenever Management's proposed changes to the Affirmative Action Plan would result in substantive changes in the conditions of employment, the Union will be provided an opportunity to present its views and recommendations regarding those changes and, to the extent such changes are negotiable subjects for bargaining, such bargaining will be conducted under the provisions of Article 5 of this Agreement.

3. a. The Agency will define employment categories according to the requirements of EEOC and applicable OPM regulations and guidelines for the purposes of determining underrepresentation and for the establishment, assignment, and reporting of affirmative action goals.

b. The Agency will use such civilian labor force data in determining under-representation and to set affirmative action goals, as is required by law, rule or regulation.

c. The Agency agrees that it will utilize a variety of methods to accomplish affirmative action goals, including upward mobility where feasible and both out service and on-the-job training.

#### **Section C**

Management agrees to provide the Union with up to three copies of the Affirmative Action Plan and the Equal Employment Opportunity (EEO) complaint procedures and, upon request, to make available for review, inspection and photocopy; the Affirmative Action Plan, EEO complaint procedure and pertinent Agency regulations. These documents shall be located in headquarters and in each area office and will be made accessible to all employees. Additionally, copies of these documents will be sent, upon request, to an area office for employee access. The pictures, names and addresses of Equal Employment Opportunity officers will be posted on appropriate bulletin

boards.

#### **Section D**

Management is committed to inform employees and supervisors of the role of, the need for, and the importance of qualified EEO Counselors. Management will ensure that EEO Counselor vacancies are well publicized and that nominations are solicited from all Agency sources, including the Union, in an effort to identify the best possible candidates. The Union may nominate employees to be considered for appointments as EEO Counselors. All nominees will be given equal consideration in conformance with OPM, EEOC, and Peace Corps procedures. No individual may serve as an EEO counselor where the Ethics Officer, Office of the General Counsel, or the successor to that function, determines that such services may result in a conflict of interest. The Union will be notified by Peace Corps of the names of the employees selected as EEO Counselors within two (2) weeks of their selection.

#### **Section E**

EEO Counselors shall be afforded a sufficient amount of official time and support to carry out those duties ascribed to them in discharging their EEO roles. EEO Counselors shall be free from restraint, interference, coercion, discrimination or reprisal in carrying out their duties. The performance of collateral duties as an EEO Counselor shall in no way be considered in an employee's performance appraisal.

#### **Section F**

In the event Management finds that an employee is a victim of a discriminatory act by parties outside Peace Corps while such employee is engaged in official duties, Management shall provide referral, advice and/or assistance to the employee as permitted or when required as a matter of law.

#### **Section G**

Any employee seeking to file or filing an EEO discrimination complaint shall be free from restraint, coercion, interference, reprisal or further discrimination. If a complaint is filed, the employee shall have the right to be accompanied, represented and advised by a personally chosen representative. The chosen representative may assist the complainant during all phases of the EEO complaint process. Both the employee and the employee's representative, if in a duty status, shall be afforded a reasonable amount of official time for the preparation of the complaint at each step of the formal complaint procedure. Complaints will be handled in a prompt and expeditious manner. Supervisors and employees will cooperate with and furnish necessary information to EEO Counselors in the process of a complaint to the extent permitted, by law, rule or regulation.

#### **Section H**

Any employee who, while in the performance of official duty, is determined under the provisions of higher authority to have discriminated against any person may be subject to appropriate disciplinary action,

#### **Section I**

The Union will be invited to participate in in-house orientation and training of EEO Counselors and Special Emphasis Program Coordinators, in the event such training is offered. Whenever training is conducted outside of the Agency, the Union will be invited to make a presentation to all EEO Counselors and Special Emphasis Coordinators as a part of their training.

#### **Section J**

Management will meet with the Union at least four times a year and additionally upon request to discuss the Equal Employment Opportunity Program. Management agrees to furnish the Union with all minority statistics and non-personal data concerning discrimination complaints when such documents are prepared and submitted to the EEOC

#### **Section K**

The Parties agree that sexual harassment is unacceptable in the workplace and will not be condoned. Harassment on the basis of sex is a prohibited personnel practice and is a violation of 42 U.S.C. 2000(e)(6) Title VII of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an

individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

#### **Section L**

Consideration will be given to training and career development as an appropriate means for meeting the Agency's affirmative action goals.

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## Article 11

### Training and CAW Development

#### **Section A**

The parties agree that training and career development are to the mutual benefit of the Agency and employees. Training and career development for unit employees will be provided consistent with:

1. the mission of the Agency;
2. the official duties and functions of the employee;
3. the needs of the employee;
4. limited and unlimited appointments; and
5. the availability of funds for training.

#### **Section B**

Management recognizes its responsibility to provide training and career development opportunities necessary to all employees without regard to grade level, which will develop and maintain their skills so that they may perform to their highest potential in their positions and advance in accordance with their potential and abilities. Each employee is responsible for applying reasonable effort, time and initiative in increasing potential through self-development and training. The Parties will encourage employees to take advantage of training and educational opportunities that could enhance their work efficiency and provide needed skills for advancement. Employees will not be made to participate in a training program not related to their current duties. Participation in career development programs will be voluntary.

#### **Section C**

Management agrees to negotiate procedures regarding training and career development for bargaining unit employees with the Union.

#### **Section D**

Both parties acknowledge that an opportunity to participate in the following important components of training and career development will be provided to all employees:

1. upward mobility;
2. on-the-job training;
3. career counseling;
4. government/non-government training;
5. cross training;
6. short-term rotational assignments; and
7. OPM training agreements.

Management shall provide area office employees with information concerning training opportunities in proximity to those area offices. These trainings may be Agency-sponsored, or provided by other agencies.

The above commitment shall not preclude other means by which the Agency may seek to provide training opportunities to area office employees.

#### **Section E**

Upon request, Management will provide responsible counseling to assist supervisors and employees in the development of training plans and in career development.

#### **Section F**

It shall be a goal of training and career development to improve the status of women, minorities, and disabled individuals

#### **Section G**

Employee participation will be aided through access to information on training opportunities.

1. Information will include announcements, bulletins and catalogues relating to current training courses being offered by other Federal agencies and educational institutions.
2. Training opportunity information will be maintained on racks and bulletin boards near the headquarters Office of Human Resources Management and appropriately placed in Peace Corps area offices.

#### **Section H**

Employees will be given timely notice in writing of their selection or non-selection for a training program for which they have applied.

#### **Section I**

When an institution of higher learning provides for accreditation of on-the-job experience, Management will provide documentation in obtaining such accreditation.

#### **Section J**

Management will furnish the Union within two (2) weeks after it becomes available to Management:

1. a report of annual survey of training needs;
2. a quarterly report of upcoming in-house training;
3. an annual report of in-house training activities attended by employees by type of course, number in attendance, length of training, and supervisory or non-supervisory status of attendees; and
4. the annual report of training activities submitted to OPM.

In respect to Subsection 3 above, the Parties agree to engage in good faith discussions to determine the extent to which similar information can be developed regarding training activities outside Peace Corps and be given to the Union.

#### **Section K**

Management agrees to determine what are necessary training expenses and to pay all or any part of those expenses from funds available to management within limitations prescribed by federal regulation.

#### **Section L**

A record of satisfactorily completed training courses will be filed in each employee's OPF within a reasonable time after such record is made available to the Office of Human Resources Management.

#### **Section M**

In the event Management creates an upward mobility opportunity through the establishment of a bridge position, it will negotiate the matter to the extent permitted by law.

## [Article 12](#)

### [Merit Selection](#)

#### **Section A**

All promotion and placement actions shall be made on the basis of merit, by selection from among the best qualified candidates available. Full consideration will be given to present employees in filling positions in order to make the best use of their skills, aptitudes, and potential. All actions, whether identification, evaluation, or selection of candidates, shall be made solely on the basis of qualifications and potential, without regard to race; color; national origin; marital status; sex; age; physical handicap; political, religious, or union affiliation or non-affiliation; personal favoritism; patronage; nepotism; or any other non-merit factor. All bargaining unit vacancies (with such exceptions as may be agreed to by the parties) will be posted except for those filled by reassignments made in accordance with merit principles.

#### **Section B**

Promotions for trainees and employees in established career ladders will become effective by the end of the second pay period following the date they comply with qualification requirements, and have demonstrated the ability to perform at the higher level. When a supervisor has determined not to promote an employee, he/she must provide the employee the reasons in writing within seven (7) days of such determination

#### **Section C**

When either Management or an employee notices that the duties of a position have changed substantially, without planned Management action to promote the employee, the personnel office will provide, upon request, a prompt reevaluation of the position's grade. If the grade is increased, either the employee will be promptly promoted or the higher graded duties will be promptly removed.

#### **Section D**

1. Details of less than 30 days will normally be rotated among qualified employees.
2. An employee detailed to a higher graded position for more than 29 days, may elect one of the following:
  - a. monetary compensation
  - b. training
  - c. time off

If the employee selects option #1, the monetary value shall be equal to the amount of the difference between the employee's current salary and the salary in the higher graded position and shall be calculated for the entire time served in the higher graded position. If option #2 or #3 is selected, the training or time off will be as agreed to by the supervisor and the employee.

#### **Section E**

Vacancy announcements shall include the following:

1. Announcement number;
  2. Application procedures;
  3. Title, series, grade and location (geographical and organizational) of position;
  4. Opening and closing dates;
  5. Brief summary of the duties of the position, including travel requirements, as applicable;
- Minimum qualifications required (to include selective placement factors, if any);
6. Applicability of Peace Corps Manual section, W Employment of
  7. Applicants with Intelligence Backgrounds" or similar prohibitions against previous direct or indirect affiliation with U.S. Intelligence Agencies;
  8. Promotion potential, if applicable;
  9. Statement of equal employment opportunity and prohibited personnel practices;
  10. Information regarding the provision of relocation expenses;
  11. Prominent statement of the applicability of the "five-year rule"; and
  12. A statement that applications must be postmarked by the closing date of the announcement.

#### **Section F**

All vacancy announcements will be posted for a minimum period of fourteen (14) days. Changes in the minimum posting period may be made by agreement of the Parties. Management will post vacancy announcements on bulletin boards strategically located throughout the Agency.

Management will also transmit a list of vacancies via public e-mail. Management will also post a copy of each vacancy announcement in the Office of Human Resources Management and in each regional and area office. Copies of vacancy announcements will be mailed to the President of the Union and a designated steward in an area office. The Union will be responsible for updating the mailing list.

#### **Section G**

Employees are responsible for notifying their supervisor in writing of the specific types, grades and geographic location of positions they would be interested in being considered for prior to departing on leave or travel for more than fifteen (15) consecutive days. Employees are responsible for providing their supervisor with an up-to-date application in such cases. When such a vacancy is posted, supervisors may submit the application to the Office of Human Resources Management.

#### **Section H**

Candidates will be evaluated for a basic qualification determination by the Office of Human Resources Management. All applicants will be evaluated according to factors which are fair, equitable and in accordance with law, rule and regulation. Upon request, Management will disclose to a bargaining unit employee the reasons for a finding that he or she does not meet the basic qualification requirements for a position.

#### **Section I**

When the Office of Human Resources Management has determined which applications meet the basic qualification requirements, all such applications shall be forwarded to the selecting official. The selecting official shall then make a selection in accordance with merit principles. Upon written request from the Union, management will disclose the criteria used by the selecting official to distinguish among candidates.

#### **Section J**

A candidate may request from the Office of Human Resources Management his/her status in the selection process. In the event that thirty (30) days have elapsed after the selecting official has received the list of qualified candidates and no selection has been made, the Office of Human Resources Management shall secure the reasons from the Selecting Official. Any candidate on the qualified list, upon written request and with supporting reasons, shall be provided, in writing, the reasons for the delay.

#### **Section K**

When a selecting official believes that the candidates referred for selection are not adequately qualified, written reasons shall be provided to the Office of Human Resources Management. All correspondence regarding the selection process shall be made part of the merit promotion file. The Office of Human Resources Management shall notify the Union of the referral of additional candidates, or the cancellation of a vacancy announcement. Repostings shall be done in accordance with merit principles. Upon written request to the Office of Human Resources Management, the Union will be provided the reason for reposting in writing.

#### **Section L**

All individuals on the qualified list will receive equal consideration regardless of any relocation expenses. Management will provide relocation expenses for bargaining unit members selected for a position when the move is in the interest of the Agency.

#### **Section M**

The Office of Human Resources Management will train managers on appropriate merit procedures for making selections from among candidates referred for consideration. The Office of Human Resources Management will train employees on the process used to make merit selections for agency vacancies.

## Article 13

### Reorganizations, Alterations and Physical Moves

#### **Section A**

The Parties agree that should Management propose any reorganizations, or reductions-in-force impacting bargaining unit members, such plans will not be implemented without first providing notice to the Union. After notice, the Union will be given twenty-one (21) days to transmit its views to Management.

#### **Section B**

The Parties further agree that should Management propose any transfers of functions, physical moves and/or alterations impacting bargaining unit members, such plans will not be implemented without first providing notice to the Union. After notice, the Union will be given five (5) working days to transmit its views to Management.

#### **Section C**

If the Union presents objections to the proposed change in Sections A or B, above, Management and the Union will meet within seven (7) days after receipt of the Union's objections to negotiate in good faith to the extent permitted by higher authority. If a negotiated agreement is not reached within fourteen (14) days, the Parties shall invoke impasse procedures and shall abide by the final decision of the FSIP or arbitrator when such decision is rendered. Disagreement shall not operate to bar implementation once the Agency has met its bargaining obligation. At the conclusion of negotiations on proposed physical moves and/or alterations, all affected bargaining unit employees will be notified of the move or alteration at least one week in advance, if not already notified.

## Article 14

### Classification

#### **Section A**

Positions will be classified consistent with classification standards and the principle of equal pay for substantially equal work.

#### **Section B**

Position descriptions will be accurate and will contain, at a minimum, the principal duties, responsibilities and supervisory relationships. Each unit employee will be provided with his/her new or revised position description.

#### **Section C**

An employee may be assigned "other related duties" in addition to the duties specified in the position description. If these "other related duties" are performed on a continuing basis and are to be included in the employee's performance evaluation, the position description and performance standards will be changed accordingly. Normally, such changes will be made no later than thirty (30) days after the duties have become a routine part of the employee's job. All assigned duties shall be in conformance with the reasonable physical demands of the position.

#### **Section D**

When Management decides to conduct a classification survey which includes bargaining unit positions, Management will notify employees and the Union as much in advance as is practicable.

## Article 15

### Performance Appraisal

#### **Section A**

Each employee will be given a written appraisal each year of the quantity, quality and timeliness of the employee's performance of each element of the position performed during the rating period. The supervisor will review and discuss the proposed performance rating with the employee prior to signing. If changes are introduced by the reviewing official, that official will discuss the changes with the employee and supervisor before making them final.

#### **Section B**

An employee's signature on a performance appraisal is evidence of receipt and does not imply concurrence with the rating or a waiver of any appeal rights.

#### **Section C**

Appraising performance is an ongoing process and, as such, an employee's job performance should be monitored on an ongoing basis. Performance problems and/or substantial failures by the employee to meet any performance standard will be brought to the employee's attention as soon as they occur or are noticed. An employee notified of deficiencies will be counseled and offered assistance, which may include training (to improve skills, knowledges and abilities) to help the employee achieve satisfactory performance.

#### **Section D**

When a rating official determines that an employee's performance is unsatisfactory in a critical element, the employee will be notified in writing of the specific critical element(s) which are less than satisfactory. This warning will give the employee at least sixty (60) days to demonstrate satisfactory performance. The warning will inform the employee of the following:

1. Which critical element(s) the employee failed to meet satisfactorily and how he or she failed to meet it;
2. What the employee must do to bring the performance to an acceptable level within the sixty (60) day period; and
3. What efforts the rating official will make to help the employee to overcome the deficiencies and meet the performance standards.

At the end of the sixty (60) day warning period, if the employee's performance has not reached a satisfactory level, and if an unsatisfactory rating is given, it must be accompanied by a written statement that compares the employee's performance with the established standards cited in the

initial warning. The statement will specify the following:

1. The facts stated in the prior warning;
2. The efforts made to help the employee improve performance during the warning period;
3. Specific examples of the employee's failure to improve; and
4. The employee's appeal and/or grievance rights.

If a warning of unsatisfactory performance is issued at the end of the appraisal period, but is not issued in time to allow for the sixty (60) days to demonstrate satisfactory performance, the overall rating must be deferred until the end of the sixty (60) days.

#### **Section E**

Employees may be reassigned; or reduced in grade; or removed from their positions for unacceptable performance. Unacceptable performance is defined as failure to meet established satisfactory performance standards for any one critical element of the employee's official position. In cases where it is apparent to a supervisor that an employee is performing at an unacceptable level, the supervisor may propose to have the employee reduced in grade or removed. After following the procedures in Section D, it is determined that the performance is still unsatisfactory the supervisor may propose reduction in grade or removal. The employee shall be provided with a 30 day advance written notice of the proposed action which:

1. Identifies specific instances of the unacceptable performance on which the proposed action is based;
2. Identifies the critical elements involved in each instance of unacceptable performance;
3. Provides a reasonable time, but not less than seven days and not more than fourteen days (from date of receipt of notice) for the employee to answer the notice of proposed action orally or in writing to the second level supervisor or his/her designee and to furnish affidavits and other documentary evidence in support of the employee's response;
4. Provides that the employee may be represented by an attorney or other representatives; and
5. Provides for careful consideration to the employee's answer and for a written decision which shall specify the reasons for the action to be taken.

The second level supervisor, who shall be the deciding official, may extend the notice for not more than 30 days.. Within 30 days after the expiration of the notice period, the employee shall be given a written decision by the second level supervisor concerning the proposed action which shall identify the employees appeal and/or grievance rights. An additional copy of the second level supervisors written decision, entitled "For the Union, Should You Seek Their Advice," shall be given to the employee. If the proposed reduction in grade or removal is made final, the employee may appeal under the grievance procedure, as provided in Article XX. Employees who believe that they have been subjected to any prohibited personnel practice, as defined in 5 U.S.C. 2302, may initiate a complaint with the Merit Systems Protection Board (MSPB).

#### **Section F**

When an employee is officially detailed to another position for a period of 120 days or longer, the employee's performance in that position must be appraised by the supervisor who has jurisdiction over the position within 30 days after the end of the detail. The appraisal will be based on pre-established critical elements and performance standards which were prepared and discussed with the employee when he or she entered the position. This supplemental appraisal will be given to the employee's regular supervisor to be placed with the employee's records to reflect the performance while on detail. The appraisal of the employee's performance while on detail shall be given appropriate consideration in the overall appraisal.

#### **Section G**

Ratings of elements will be in accordance with written performance standards established at the beginning of the rating period or as modified in writing from time to time as necessary. All performance standards will be fair, reasonable and consistent with the employee's official position description.

#### **Section H**

Criteria for granting awards to employees will be fairly and equitably applied. Upon request, the Agency will disclose the criteria used in granting awards.

## Article 16

### Temporary Employees

#### **Section A**

Temporary employees will be given every opportunity to develop and demonstrate their proficiency. In the event that such an employee is terminated, he/she shall be provided in writing with the reasons therefore and with one copy of the SF-50, and shall be advised in writing of the Union's availability.

#### **Section B**

Satisfactory conduct and performance for temporary employees means:

1. That conduct which demonstrates that the employee has made an adequate adjustment to the Employer's requirements as outlined by the Peace Corps Employee's Standards of Conduct.
2. That performance which demonstrates that the employee possesses the necessary skills and abilities to effectively carry out the duties as defined in the position description.

#### **Section C**

Experts/consultants shall not be used for the purpose of avoiding the appointment of permanent employees through the merit selection process.

#### **Section D**

Experts/consultants shall not be given supervisory responsibility over unit employees.

#### **Section E**

Peace Corps agrees to abide by controlling laws, rules or regulations concerning the appointment of temporary employees.

#### **Section F**

When a supervisor determines that an employee's performance is not satisfactory, the procedures set forth in Manual Section 613, subparagraph 6.4 "Termination Due to Performance" shall be applied. In the event of revisions of Manual Section 6 13, whichever subparagraph deals with termination due to performance shall be applied.

## Article 17

### Incentive Awards

(NOTE: Renegotiation of this Article has been deferred until a performance management steering committee completes its work.)

#### **Section A**

The Parties agree that an Incentive Awards Program is a useful mechanism through which employee accomplishment may be recognized. Peace Corps will maintain an Incentive Awards Program pursuant to law, rule or regulation and will ensure consistency and equity in the application of standards and criteria established for awards. Once the supervisor has recommended an employee for an award, the recommendation will be acted upon by the Incentive Awards Committee at its next regularly scheduled meeting.

#### **Section B**

Management on an annual basis will provide the Union with statistics on awards made under this program. Additionally, the Office of Human Resources Management will, upon request, meet with the Union to discuss its concerns about the awards program.

#### **Section C**

The Agency shall maintain an Incentive Awards Committee that may meet quarterly and at other times as the needs require. The committee will evaluate all aspects of the Incentive Awards Program, at least annually, and make appropriate recommendations to the Peace Corps Director. The Incentive Awards Administrator shall plan and coordinate a general awards ceremony held annually at which time public recognition shall be given for awards earned by headquarters employees. Awards for field employees shall be presented by the appropriate Associate Director, or his/her designee, at a staff meeting or a public ceremony.

#### **Section D**

The Office of Human Resources Management will process approved awards as soon as possible but normally no later than 30 days after receipt.

## Article 18

### Trial Period Procedures for Foreign Service Employees

#### **Section A**

Foreign Service employees assigned in the United States and appointed for a period of more than one (1) year will be subject at the beginning of their initial Foreign Service appointment to a probationary period—not to exceed one (1) year—equaling twenty (20) percent of the employee's initial tour length. During this period, the employee must demonstrate that retention in the position is warranted. Supervisors have the responsibility during an employee's probationary period to provide guidance, reasonable resources, on-the-job training and/or formal training as funds are available, and assistance to allow the employee a fair opportunity to demonstrate s/he should be retained in her/his Foreign Service appointment.”

#### **Section B**

The Employer shall ensure that each individual offered a Foreign Service appointment of more than one (1) year is clearly informed of the nature and duration of the trial period.

#### **Section C**

Employees may be terminated during their trial period for post-employment conduct or performance or for pre-employment conduct which, if known to the Employer, would have been grounds for non-selection.

#### **Section D**

Satisfactory post-employment conduct and performance in the trial period mean:

1. That conduct which demonstrates that the employee has made an adequate adjustment to the Employee's requirements as outlined by the Peace Corps Employee's Standards of Conduct.
2. That performance which demonstrates that the employee possesses the necessary skills and abilities to effectively carry out the duties as defined in the position description.

#### **Section E**

When a supervisor determines that an employee's performance and/or conduct is not satisfactory, the supervisor will issue a termination notice at least fifteen (15) days in advance of the proposed date of termination stating the reasons therefor. The notice will set forth: (1) the specific area(s) of performance and/or conduct which has been less than satisfactory; (2) what efforts have been made in accordance with Section A, above, to help the employee overcome the deficiencies and to demonstrate that retention is warranted. A notice of termination based on performance shall not be given during the first thirty (30) days of the trial period. The employee will be informed in writing of the right to request review of the decision at the next higher level of management and the right to be accompanied by a Union or other representative of the employee's choice in meeting with that official. The reviewing official will meet with the employee, at the employee's request, prior to the termination to allow the employee an opportunity to present reasons why the termination should not be effected. The reviewing official will, after considering information provided by the employee, issue a written decision. The employee's right to appeal shall not extend the termination date.

#### **Section F**

Employees who are to be terminated for pre-employment conduct will be given fifteen (15) days notice. The employee will be informed of the right to request review of the decision at the next higher level of management and the right to be accompanied by a Union or other representative of the employee's choice in meeting with that official. The reviewing official will meet with the employee, at the employee's request, prior to the termination to allow the employee an opportunity to present reasons why the termination should not be effected. The reviewing official will, after considering information provided by the employee, issue a written decision. The employee's right to appeal shall not extend the termination date.

## Article 19

### Disciplinary and Adverse Actions

### **Section A**

A disciplinary or adverse action will be taken against an employee only for just cause and such cause as will promote the efficiency of the service. Such actions will be fairly and equitably administered. Disciplinary or adverse actions may be related to either conduct or performance. Conduct-related actions will be taken when standards as outlined in the Peace Corps Employee Standards of Conduct, or as outlined in 5 U.S.C. 7503(a) relating to discourteous conduct to the public, are not met.

### **Section B**

Efforts will be made to prevent the need for taking a disciplinary/adverse action. To the extent appropriate, constructive and progressive discipline will be used beginning with counseling and oral admonishment. Where severe disciplinary/adverse actions might eventually be based on a series or pattern of minor offenses, each of the individual offenses will be dealt with by using increasing severity.

### **Section C**

For written reprimands and disciplinary/adverse actions involving loss of pay, the employee will be given a written notice of proposed action stating: (1) the nature of the offenses; (2) the reasons for believing the employee has committed the offense; (3) the proposed action; and (4) the procedure for response, including the right to review any and all evidence considered by Management in preparing the notice. A proposed notice of reprimand shall inform the employee of his or her rights to Union representation and shall be delivered in person or via overnight mail to the employee. An additional copy of the notice marked "For the Union, should you seek their advice," shall be given to the employee. Grievances concerning written reprimands shall be submitted directly at the second step of the grievance procedure.

### **Section D**

The recipient of a proposed reprimand shall have five (5) working days to respond in writing. Extensions of this time limit should be granted only in emergency situations where the parties are in agreement. Management will issue a written decision on the proposed reprimand within five (5) working days of receipt of the employee's response, if any. Reprimands shall not be placed in the employee's OPF until a final decision is made on any grievance filed. Reprimands will remain in the employee's OPF for no more than one (1) year.

### **Section E**

Employees and their representatives will have a reasonable amount of official time for preparing and presenting responses to proposed disciplinary/adverse actions.

### **Section F**

If prior to or during a meeting, the supervisor believes that the discussion may result in a disciplinary/adverse action against the employee, the supervisor will advise the employee of the right to representation.

### **Section G**

The recipient of a proposed disciplinary/adverse action involving loss of pay shall have fourteen (14) days to respond orally or in writing, or both, to the deciding official, who shall be a Management official above the official who proposed the action. The notice of proposed disciplinary/adverse action will include notification of the employee's right to representation. An additional copy of the notice marked "For the Union, should you seek their advice," shall be given to the employee.

### **Section H**

Decisions to take disciplinary/adverse action involving a loss of pay will take effect no earlier than fifteen (15) days after the final decision notice. With written concurrence of the employee, waiving his or her right to use any available statutory appeal procedure, the Union may refer such cases directly to arbitration without going through the grievance procedure. In such cases, the Union may elect to use the regular arbitration procedure or elect to use the mini-arbitration procedure described under Article 21, Section E; except, where management reasonably determines it is precedent setting or it is unusually complex or significantly impacts Agency operations. In disciplinary/adverse actions involving loss of pay, the arbitrator will have the authority to stay the action for up to fourteen (14) days beyond the effective date, except for cases involving a substantial risk to: (1) the health and

safety of the individual or others; (2) the security of Agency property; or (3) the integrity of the Agency mission.

## Article 20

### Grievance Procedure

#### Section A

Except as provided below, this procedure shall be the exclusive procedure for resolving any complaint:

1. By an employee concerning any matter relating to employment;
2. By the Union concerning any matter relating to the employment of any employee; or
3. By an employee, the Union, or Peace Corps concerning:
  - a. The effect or interpretation or a claim of breach of this Agreement; or
  - b. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

#### Section B

The following matters are not subject to this grievance procedure:

1. Any claimed violation of Subchapter iii of Chapter 73 of 5 U.S.C. (relating to prohibited political activities);
2. Retirement, life insurance or health insurance;
3. A suspension or removal under 5 U.S.C. 7532 (relating to national security);
4. Any examination, certification or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. Non-selection for promotion, except to the extent that the grievance involves violation of applicable procedures contained in the Agency's rules or regulations, or elsewhere in this agreement; non-selection for a position from among a group of properly certified candidates;
7. Non-receipt of a quality step increase, special achievement award, or other award under Peace Corps' Incentive Awards Program;
8. A preliminary warning or notice of an action;
9. Separation of trial or temporary employees except for violations of this agreement;
10. Reassignment to or from a non-unit position consistent with this agreement;
11. The content of any published Agency rule or regulation; and
12. Nonadoption of an employee suggestion.

#### Section C

Matters covered under both this procedure and under certain statutory appeal procedures may, at the discretion of the aggrieved employee, be raised under either procedure, but not both. The employee will be deemed to have exercised this option upon filing a timely notice of appeal under the statutory procedure or upon filing a timely writ-ten grievance under this procedure. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request review by the Office of Special Counsel of the Merit Systems Protection Board where appropriate or to request review by the EEOC of any final decision in any matter involving a complaint of discrimination.

#### Section D

The Union shall be the only representative used by an employee under this procedure, except as may be otherwise agreed to, in writing, by the Union. An employee may pursue a grievance without a representative provided the adjustment of said grievance is not inconsistent with the terms of this agreement. In the case of employee grievances, the Union has the following rights:

1. To be notified of the time and place of meetings;
2. To be present during the grievance procedure;
3. To be furnished with a copy of any written decision which will become part of the record at the same time a copy is furnished the grievant;
4. To state its position, in writing, on the issues raised in the grievance that may be of concern to the Union.

### **Section E**

Reasonable official time will be allowed for Union representatives and employees represented by the Union to prepare and present grievances. This includes, but is not limited to, investigation, review of records and regulations, preparation and presentation of oral and written submissions, presentation and attendance at meetings with Management officials and consultations.

### **Section F**

The following procedures will be used for grievances involving individual employees:

Step 1: The grievant will present the grievance in writing to the first level supervisor with a copy to the appropriate Labor Relations Official within twenty-one (21) days from the date the grievant became aware of the problem. The grievant is encouraged, however, to attempt to resolve the matter informally before filing the written grievance. The supervisor will respond in writing within ten (10) days. The supervisor will be delegated all authority necessary to fully represent the Employer on the matter, including the authority to settle the grievance to the extent that it is consistent with this Agreement and controlling policy.

Step 2: Within seven (7) days of the first step response, the grievant may refer the matter to the second level supervisor. If the second level supervisor is the Director of the Peace Corps, she may designate a suitable person to act on the grievance. Upon request, the second level supervisor or designee fully authorized to resolve the grievance will meet with the Union representative designated for this purpose by the Union, within seven (7) days of receipt of the grievance. The second level supervisor or designee will respond in writing within fourteen (14) days of the receipt of the grievance.

Step 3: In adverse action cases under Articles 15 and 19, the following step may occur: Within seven (7) days of the second level supervisor's decision, the grievance may be referred to the third level supervisor or directly to arbitration. The third level supervisor will respond in writing, within seven (7) days. If the second or third level supervisor is the Director of the Peace Corps, the third step does not apply and the only recourse is arbitration. If the matter is referred to arbitration, the time period for doing so shall be twenty-one (21) days.

### **Section G**

Union institutional and Management grievances shall be filed with the appropriate representative (Labor Relations Officer or Union President) and shall be handled as one- step grievances. Such grievances must be presented within twenty-one (21) days of the action giving rise to the grievance or within twenty-one (21) days of the time which the grievant (Union President, Chief Steward, or Agency Labor Relations Officer) could reasonably be expected to have had knowledge of that action. Response to the grievance shall be made within twenty-one (21) days of its receipt. In any charge by the Union that the Agency has violated 5 U.S.C. 7116, the Union may submit the matter for consideration under this negotiated grievance procedure or as an unfair labor practice, but not both.

### **Section H**

Failure by Management to respond within any of the time limits will entitle the grievant and/or Union representative to move the grievance to the next appropriate step.

### **Section I**

Absence of either the grievant or his or her representative on leave or official Agency business shall constitute an automatic extension of the time limits established herein for a reasonable period of time.

## [Article 21](#)

### [Arbitration](#)

#### **Section A**

Any grievance processed under Article 20, Grievance Procedures, may be referred to arbitration by either Party upon written notice to the other and within twenty-one (21) days after issuance of the final decision on the case or after attempts at mediation have failed.

#### **Section B**

Within ten (10) days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as an arbitrator. The Parties shall meet within seven (7) days after the receipt of the list. If they cannot mutually agree upon one of the arbitrators, the Parties each shall strike one name from the list of arbitrators and repeat this procedure until only one remains. The remaining name shall be the duly selected arbitrator. The Agency shall strike first. If the arbitrator is unwilling to serve, or is not available within forty-five (45) days, the Parties shall immediately request an additional list of names from the FMCS. The process of selecting an arbitrator will be repeated. If for any reason either party refuses to participate in the selection of the arbitrator, the FMCS shall be empowered to make a direct designation of the arbitrator to hear the case. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall present a separate submission and the arbitrator shall determine the issue(s) to be heard. The above-stated time frames may be adjusted by mutual consent of the Parties.

#### **Section C**

The arbitrators fee and expenses shall be borne by the losing Party. Where there is no losing Party, e.g. where the grievance is sustained in part and denied in part or where both parties may be at fault for a breach of the contract, the expenses shall be borne equitably as determined by the arbitrator. If either Party requests a transcript, it will bear the entire cost of the transcript. If both Parties agree to the production of a transcript, the cost will be borne equally.

#### **Section D**

The arbitration hearing will be held on Agency premises during regular duty hours of the basic workweek. All Agency employees participating will be on official time. Either Party may recommend witnesses to the arbitrator considered pertinent to the case. Upon determination by the arbitrator as to their participation, travel and per diem will be borne by the recommending Party. For witnesses called by the arbitrator and not recommended by either Party, and for witnesses recommended by both Parties, travel and per diem will be considered as a cost of arbitration and are to be borne pursuant to Section C of this Article. When the arbitrator determines that witnesses shall be called, both Parties shall be entitled to cross-examine those witnesses. Otherwise, the procedures used to conduct the arbitration shall be determined by the arbitrator. The arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement. The arbitrator's award shall not be inconsistent with terms of this Agreement, or with any appropriate law, rule or regulation. The Parties shall request that the arbitrator render a decision within thirty (30) days. The arbitrators decision shall be directed to the Agency's Labor Relations Officer and to the Union representative presenting its case.

#### **Section E**

By mutual agreement, the Parties can use a mini-arbitration process in which the following criteria shall prevail:

1. A permanent panel of arbitrators will be established by the Parties within forty-five (45) days of the effective date of this agreement. The panel shall consist of at least seven (7) mutually agreed upon arbitrators who have consented to be called upon to conduct mini-arbitration hearings.
2. A hearing will be held within ten (10) days of the initiation of the mini-arbitration procedure.
3. The arbitrator shall conduct the hearing as in a regular arbitration but there will be neither a transcript nor briefs,
4. With the mutual consent of the Parties, a stipulation of facts and written arguments may be submitted to the arbitrator for a decision without a hearing.
5. The arbitrator's decision shall be rendered no later than five (5) workdays from the date of the hearing or receipt of written submissions under #4, above. The decision, unless rendered at the hearing, shall be in writing and may be limited to a brief, focal-reasoning statement. If the decision is rendered at the hearing, the arbitrator will confirm the decision in writing no later than five (5) days from the date of the hearing, but the Parties shall act on the verbal decision immediately.
6. The arbitrators fee and expenses for mini-arbitration shall be borne equally by the Parties. Either Party may recommend witnesses to the arbitrator considered pertinent to the case. Upon determination by the arbitrator as to their participation, travel and per diem will be borne by the.

recommending Party. For witnesses called by the arbitrator and not recommended by either Party, and for witnesses recommended by both Parties, travel and per diem will be considered as a cost of arbitration and are to be borne equally by both Parties.

#### **Section F**

Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for settlement.

#### **Section G**

The arbitration award shall be binding on the Parties. However, either Party may file exceptions to an award with the FLRA in accordance with its regulations.

## Article 22

### Use of Space and Equipment

#### **Section A**

The Agency will provide the Union with at least one-hundred seventy-five (175) square feet of office space in the building where the majority of employees are located or within three (3) blocks of that building. Such space shall be capable of providing privacy for the discussion of sensitive issues and shall provide locked space for security. The Agency will equip the Union office with a desk, a desk chair, side chairs, 2 file cabinets, 1 electric typewriter and typewriter table, and a conference table with 6 chairs. The Agency will provide one telephone with (4) lines and a speaker phone. The Union President will sign and is responsible for reporting the loss of any equipment assigned to the Union office; the Union President's responsibility is the same as expected of federal employees. The Agency agrees that the Union will continue to occupy the allotted space, the Parties shall negotiate appropriate substitute space; but in no event will the space provided be less than one-hundred seventy-five (175) square feet unless required by higher authority.

#### **Section B**

The Union office and all Union representatives will be listed in the Peace Corps telephone directory by name, Union position, location and telephone number as furnished by the Union.

#### **Section C**

The use of government facilities will be scheduled through the appropriate labor relations official. Conference room space shall be made available to the Union upon request. Meetings on internal Union business will be conducted during non-duty hours of the employees involved. The Union will be responsible for compliance with security and housekeeping rules.

#### **Section D**

The Agency shall provide limited telephone service to the Union for the express purpose of conducting Agency/Union-related business. Such service will include use of the Peace Corps telephone system. Under no circumstances will the Agency be liable for any toll charges.

#### **Section E**

The Union will be furnished adequate space on bulletin boards to display notices and information consistent with higher authority.

#### **Section F**

The Union will be allowed reasonable use of Agency equipment. The Union's use of the equipment will not interfere with the accomplishment of the Agency's mission. The Agency agrees the Union will be allowed reasonable use of its mail distribution system to disseminate Union information that is not internal union business.

## Article 23

### Health, Safety, and Services to Employees

#### **Section A**

The Agency acknowledges that a safe, healthy and adequate work environment is essential for the most effective performance of the Agency's work. The Agency agrees to provide employees support services for their emotional and mental well-being through its established Employee Assistance Program.

#### **Section B**

The Agency will comply with higher authority including Occupational Safety and Health Administration (OSHA) regulations concerning matters covered in this Article.

#### **Section C**

Peace Corps will take immediate action to have all reported hazardous or unsafe working conditions corrected.

#### **Section D**

Peace Corps will enforce applicable law and regulation regarding smoking. Air quality standards will be maintained in accordance with higher authority.

#### **Section E**

Peace Corps and the Union will cooperate in a concerted and ongoing effort to eliminate accident and health hazards. To this end, advisory Health and Safety Committees shall be established within sixty (60) days of the effective date of this Agreement in headquarters and in all regional offices. The headquarters committee shall consist of four (4) members:

two (2) employees selected by the Agency;

two (2) employees selected by the Union.

The chairperson will be selected by the four (4) committee members. Members on all committees (headquarters and regional) shall serve two (2) year terms and may be reappointed for additional terms. Each regional committee shall consist of two (2) employees within the commuting area of the regional office:

one (1) selected by Peace Corps;

one (1) selected by the Union.

All committees shall meet at least quarterly. A majority of the committee members will decide on the date and time of meetings. Quarterly reports will be exchanged among all committees. The committee's functions will be supervised by the headquarters chairperson. The committee shall meet on official time for the purpose of:

1. reviewing all safety suggestions;
2. reviewing lost time accidents in the unit, any prepared reports on accidents involving on-the-job injuries, and the corrective measures taken to prevent the recurrence of such accidents;
3. formulating recommendations for the improvement of the Health and Safety Program;
4. providing suggestions for the promotion of health and safety education.

Recommendations to the Health and Safety Committee will be forwarded to the responsible officials of Peace Corps for consideration and appropriate action. The Committees will be notified of the action taken on their recommendations.

#### **Section F**

The Agency shall provide health and safety training for all members of Health and Safety Committees, where established, and for other employees as needed in fulfilling their official Agency duties. The Agency will also sponsor training in lifesaving techniques such as first aid and cardiopulmonary resuscitation (CPR) under the auspices of appropriate organizations.

#### **Section G**

Copies of required reports furnished the Department of Labor in compliance with Executive Order 11612, "Occupational Safety and Health Program for Federal Employees" will be furnished to the Union except for such portions comprising information protected from disclosure by law.

#### **Section H**

In cases where on-the-job injury to an employee results in time lost from duty, Management will advise employees of rights under the Federal Employees Compensation Act within three (3) days after receipt of a CA-1 and/or CA-2 form. Management shall furnish advice and assistance to employees in preparing and processing a compensation claim. An employee may be accompanied by a representative when preparing a claim or to meetings associated with its processing.

#### **Section I**

The Agency will continue to participate in the Federal Employee Occupational Health Program and will provide access to health units. The following services will be provided by the Public Health Service (PHS) during work hours at no expense to the employee:

1. Immunizations against influenza, polio, tetanus and others made available by the PHS.

2. Physical examinations; requests for examinations must be submitted to the Health Unit for Headquarters employees and to the Administrative Officer for employees in the field. When the demand for examinations exceeds the available supply in a given quarter, requests will be prioritized in order of the following criteria:

- a. Employees forty (40) years of age or older, with lower graded employees given priority;
- b. Employees under age forty (40), with lower graded employees given priority.

The priorities may be overridden for medical reasons or similar good cause by the decision of the appropriate administrative official. Requests received after the closing date for each quarter will be scheduled for the following quarter. Those employees not receiving examinations will be placed on the list for each succeeding quarter until they are finally selected. Non-unit and unit employees will be treated alike for the purposes of scheduling examinations. Except for appropriate medical reasons, no employee will receive an examination more than once every two years if there are other employees on the list who have not yet received an examination.

3. Periodic screening and testing for detection of diseases or conditions such as diabetes, visual defects, glaucoma, and cancer.

4. Emergency service; if required, the Agency will assist in obtaining appropriate transportation such as taxi or ambulance for an employee incapacitated by illness or accident on the job.

Employees will be granted excused absence to fully participate in these services. Information concerning all PHS services will be made available to all employees.

#### **Section J**

Management will make official time available to the Union, pursuant to Article 6, Section A, to secure and maintain information on available social service resources in the communities in which employees work. Such information shall include at least the following services:

1. Mental and physical health problem counseling;
2. Emergency financial assistance;
3. Marriage and child guidance counseling;
4. Legal assistance;
5. Adoption referral;
6. Drug and alcohol counseling; and
7. Child care facilities.

#### **Section K**

Management shall provide counseling and assistance to employees in the following areas;

1. Pre-retirement planning
2. Federal Employees Health Benefits Program
3. Federal Employees Life Insurance Program; and
4. Similar benefits accruing to federal employees.

#### **Section L**

The Parties agree that alcoholism, drug abuse and emotional disorders are illnesses that can interfere with job performance. To this end:

1. Management will offer an employee who alleges that he or she has an alcohol or drug abuse problem, or who Management reasonably believes has such a problem, a reasonable opportunity to obtain counseling, including treatment and rehabilitation where appropriate, before commencing adverse action. Such an offer may (but need not) accompany a warning issued pursuant to Article 15, Section D or E. If the employee refuses to seek counseling or treatment or refuses to enter or fails to complete an approved rehabilitation program, Management's obligation under this section shall be at an end, if consistent with higher authority.

2. The Agency agrees to provide an Employee Assistance Program (EA.) covering alcoholism, drug-abuse and emotional disorders for employees nationwide. The Agency shall include Union representatives as class participants in related educational and training programs, with travel and per diem expenses borne by the Agency. The Union agrees to restrict attendance to representatives located closest to the training site, unless the Union pays travel and per diem.

3. The Agency agrees to educate and inform employees of the availability of the program and shall take steps to publicize the program.<sup>65</sup> and promptly refer employees perceived to have a problem

with alcohol, drug abuse and/or emotional disorders.

4. The Parties agree that the Union, through this Article, has not relinquished its responsibility to represent an employee, upon said employee's request, in connection with personnel actions involving alleged alcoholism, drug abuse, and/or emotional disorders.

#### **Section M**

The Agency agrees to have all worksites professionally inspected for leaking asbestos and to take corrective action where necessary. Such inspections shall be scheduled as soon as possible. Additionally, the Agency agrees to have regular inspections at all worksites, in compliance with relevant federal law, rules and regulations.

#### **Section N**

The availability and location of the information, counseling, assistance and referral provided by the Agency or the Union pursuant to this Article will be established within 90 days of the effective date of this Agreement and will be publicized to employees. Such publicity will be comprised of a notice to employees which will list the types of information, counseling, assistance and referral offered, and which identifies an Agency or Union representative as appropriate to be contacted to obtain the information. Such notice will be subsequently included in all publications of the Agency telephone directory.

## Article 24

### Joint Labor-Management Committee

To foster an atmosphere of open communication and to facilitate an exchange of ideas about a broad range of issues affecting working conditions, the Parties agree to establish a Joint Labor/Management Committee comprised of two members from management and two members from the Union, with each Party designating at least one member from an appropriately high level, as well as other individuals as may be jointly designated by these members.

The Committee shall meet quarterly at a time and place that is convenient to the members. An agenda shall be established one week in advance of the quarterly meeting through the submission of agenda items to the Labor Relations Officer for inclusion on the agenda. If no agenda items are submitted, the meeting will be canceled. The meetings will be chaired by a Management representative and a Union representative alternately.

The Committee shall consider all agenda items and will make recommendations to appropriate persons, parties or entities, as the issue or occasion requires. If issues considered by the Committee are appropriate subjects for bargaining, they will be referred to the Labor Relations Office, or other Management representative, and the Union for negotiation.

## Article 25

### Voluntary Dues Withholding

#### **Section A**

Dues withholding will be provided for employees desiring this arrangement. It will be accomplished through the Agency payroll system and remitted to the Union.

#### **Section B**

As dues withholdings are voluntary. Only those employees completing an SF-1 187, requesting and authorizing dues withholding, shall have their dues withheld.

#### **Section C**

Consistent with the provisions of 5 U.S.C. 7115, such an authorization may be revoked annually on the anniversary date of the authorization. Those employees whose dues authorizations predate March 1, 1979, have anniversary dates of March 1st each year; those with dues withholding dated after March 1, 1979, have anniversary dates annually from the date on which the employee authorized dues withholding.

#### **Section D**

Employees' dues withholding authorizations shall automatically become void when the employees leave the payroll.

#### **Section E**

Management shall be responsible for ensuring that payroll deductions begin following the first full pay period after the completed SF-1 187 is received by the payroll office.

#### **Section F**

In the event of a change in the regular dues schedule of the Union, the deduction from the salaries of those members who have previously authorized dues withholding for the Union will be adjusted upon certification of the dues change by a duly authorized officer or agent of the Union to the Chief of the Payroll Branch. A change in deductions may not be made more frequently than once every twelve (12) months. This change will be made beginning with the first complete pay period which starts after the certification is received in the Payroll Branch. When an employee's dues rate changes because of a change in the employee's basic rate of pay, the change in deduction will become effective at the beginning of the first pay period which starts on or after the effective date of the personnel action causing the change in rate of pay.

#### **Section G**

Biweekly, a report will be sent to the Treasurer of the Union containing the names of employees for whom dues were deducted in alphabetical order, by organization, the biweekly basic pay rate, the amount withheld and the net dues remitted to the Union. The report will also list all changes in dues deductions and the dates on which they occurred. A copy of any revocations will be sent with the list.

#### **Section H**

The Agency does not assume responsibility for the maintenance of good standing in the Union of an employee. Any dues owed the Union and not withheld are a matter for resolution between the Union and the employee. Any overpayment of dues remitted by the Agency to the Union is a matter for resolution between the Union and the employee.

## Article 26

### Duration

#### **Section A**

This Agreement will remain in effect for three (3) years from the effective date.

#### **Section B**

Up to two (2) Articles may be renegotiated at the first and second anniversary dates of the Agreement at the request of Peace Corps or the Union if tendered in writing during the thirty (30) day period ending on that anniversary date. This means up to four (4) Articles may be renegotiated after the first year and after the second year if there is no overlap in the requests. Additional articles may be renegotiated by mutual consent.

#### **Section C**

Peace Corps or the Union may demand renegotiation of the entire contract by submitting notice in writing during the period sixty (60) to ninety (90) days prior to the third anniversary date. The Parties will meet to bargain over ground rules for such renegotiation within sixty (60) days of notice of renegotiation. In the event that the Parties renegotiate the agreement, the current terms will remain in effect until superseded by a new agreement. In the event that neither party submits the notice to renegotiate, the agreement will automatically be renewed for a 1 -year period, and from year-to-year thereafter.

## Article 27

### Attorney's Fees

Peace Corps agrees to pay attorney's fees where provided by law, rule, or regulation, or otherwise required by an arbitration award. However, this does not waive any Agency right(s) to appeal an arbitrator's decision granting attorney's fees

## Article 28

### Termination of Limited Appointments and Outplacement Assistance

#### **Section A**

In the event that the Agency takes action pursuant to the terms of 22 U.S.C. 4011 (Termination of

Limited Appointments), an employee who is proposed to be removed shall be given thirty (30) days advance written notice of the action and the reasons therefore. The employee shall also be provided one copy of the SF-50 and shall be advised in writing of the Union's availability.

**Section B**

Employees nearing the end of their tours, or termination of a limited appointment for other than cause, will be provided outplacement assistance. Management agrees to furnish such outplacement assistance as provided in this Article.

**Section C**

Employees who have been notified that their appointments are ending or will be terminated will be provided a packet containing information on benefits and resources for locating other positions.

**Section D**

The Agency will send public E-mail information to employees on how to contact other federal agencies for information on vacancies in those agencies.

**Section E**

Area office employees shall be allowed to use office equipment in their area offices normally reserved for use by Returned Peace Corps Volunteers (RPCV) for the employee's job search activities. Such use shall be scheduled in advance, and shall not interfere with RPCV use.

**Section F**

Each Area Office will subscribe to the "Federal Career Opportunities Service."

**Section G**

Resume building workshops will be held twice a year to assist employees to develop skills needed to qualify for other jobs.

**Section H**

Management agrees to place in the Headquarters Peace Corps library a computer with a printer and a telephone that shall be available for use by employees for job-search activities. Such use shall be scheduled in advance. Under no circumstances will the Agency be liable for any toll or long distance telephone charges.

**Section I**

Management agrees to take an inventory of all career-related resource material available in the Peace Corps library. This resource material will be expanded, as appropriate, and the resulting inventory shall be publicized to all employees. This resource material shall be made available to all area offices and field offices.

**Section J**

Supervisors will approve annual leave, compensatory time off, or credit hours when requested by employees for job search activities. The approval and use of leave under this section shall be governed by the standards and requirements of Article 9 ("Leave") of this contract, as applicable.