NATIONAL AGREEMENT

between

NTEU
The National Treasury Employees Union

and

SOCIAL SECURITY ADMINISTRATION
USA

The effective date of this Agreement is:
November 10, 2019

Social Security Administration
Office of Labor Management and Employee Relations

Table of Contents

PREAMBLE

Whereas the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers concerning conditions of employment and whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government, therefore it is resolved that labor organizations and collective bargaining in the Federal Service are in the public interest.

ARTICLE 1
Recognition and Coverage

Section 1 General

A. This Agreement is entered into by and between the Social Security Administration, Office of Hearings Operations (hereinafter referred to as the Agency or OHO) and the National Treasury Employees Union (hereinafter referred to as the Union or NTEU).

B. NTEU is recognized as the exclusive representative of employees in a professional unit and a non-professional unit in accordance with Certification of Consolidation of Units, Case Number WA-RP-06-0085 and Case Number WA-RP-06-0092 FLRA Unit Certificates in Appendix 1, and as subsequently added to by the Federal Labor Relations Authority (FLRA). Employees included and excluded as of the date of this Agreement for both the Professional and Multi-Region Units are described on the FLRA Unit Certificates in Appendix 1. This Agreement covers all employees pursuant to said recognition.

C. The parties further agree that should the Union request certification to include subsequently organized groups of employees in the consolidated unit, such certification will not be opposed by SSA if the grouping would otherwise be considered an appropriate unit under the Law. Upon certification by the FLRA, such groupings shall automatically come under this agreement.

Section 2 Employees

When the term "employee" is used in this Agreement, it is understood by the Parties that only bargaining unit employees are referred to, unless otherwise stated.

Section 3 Recognition

The parties hereby agree that NTEU is recognized at the Deputy Commissioner for Hearings Operations (DCHO) level or any successor thereto.

ARTICLE 2
Precedence and Effect

Section 1 Relationship to Laws and Government-Wide Rules and Regulations

In the administration of all matters covered by this Agreement, the parties are governed by the following: existing or future laws; government-wide rules and regulations in effect upon the effective date of this Agreement, as defined in 5 U.S.C. 71; and by government-wide rules and regulations issued after the effective date of this agreement that do not conflict with this Agreement. Where the terms of this Agreement conflict with Government-wide rules and regulations issued after the effective date to this Agreement, the terms of this Agreement shall be controlling unless the Agency provides notice and, upon request, bargains with the Union to the extent required by law.

Section 2 Effect of this Agreement

A. In order to change any conditions of employment, working conditions, and past practices that were in effect on the effective date of this Agreement, and that are not covered by this Agreement, the Agency will provide notice and, upon request, bargain with the Union to the extent required by law.

B. In order to change any Memoranda of Understanding, Letters of Understanding, Supplemental Agreements, Settlement Agreements or any other written agreements between the Parties that were in effect on the effective date of this Agreement and that are not covered by this Agreement, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law.

This Agreement supersedes all prior collective bargaining agreements.

ARTICLE 3
Management Rights

Section 7106, Title VII of the Civil Service Reform Act of 1978, provides for management rights as follows:

A. Subject to subsection (b) of this section, nothing in this Agreement shall affect the authority of any management official of any Agency--

   1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

   2. in accordance with applicable laws--

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

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

      c. with respect to filling positions, to make selections for appointments from--

         (i) among properly ranked and certified candidates for promotion; or

         (ii) any other appropriate source; and

      d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating--

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

   2. procedures which management officials of the agency will observe in exercising any authority under this section; or

   3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4
Employee Orientation

Section 1

The Chapter Secretary and President will be notified, via email**,** when a new employee(s) is/are hired. This will be accomplished by providing them with the employee's name, duty station, position, grade, and effective date. This information will be provided to the Union within a reasonable timeframe after the employee's first date of employment, where it is not, the Employer may telephonically contact either union representative with the data and send the information promptly thereafter. Upon request, the Union Designee or Steward, will be provided with reasonable time (normally 30 minutes), in accordance with Article 08. Addressing new employees may be accomplished telephonically**,** or, at the Union's expense, in person or through written material. The Union will have the right to discuss the contract, current labor-management issues, its insurance programs, the laws and regulations on federal sector labor relations, its internal structure, and any other subject not prohibited by law.

Section 2

In all cases, employees newly assigned to OHO bargaining unit positions will be provided by the Employer a direct electronic link to the negotiated agreement with Union contact information during the initial personnel processing when they report for duty. Additionally, they will receive an introductory letter from the Union.

ARTICLE 5
Employee Rights

Section 1

A. All employees shall be treated fairly and equitably in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, disability, sexual orientation, parental status, genetic information, gender identity and with proper regard and protection of their privacy and constitutional rights.

B. The Parties recognize the need for supervisors, management officials, union representatives, and employees to treat each other and members of the public with courtesy, consideration, and respect.

C. Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to health or safety.

D. If an employee identifies a reasonable concern that their supervisor's order, direction or assignment involves fraud or violates a criminal statute, the employee may address their reasonable concern with their immediate supervisor (or higher-level management) with the intent of resolving the issue. Employees may also report fraud, waste, and abuse allegations to the Office of the Inspector General.

Section 2

The initiation of a grievance in good faith by an employee will not cause any reflection on his/her standing with his/her supervisor or on his/her loyalty or desirability to the organization. Employees who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. The Employer will not impose any restraint, interference, coercion or discrimination, or reprisal against any employee in the exercise of his/her right to designate a Union steward for the purpose of representing the employee to any government agency or official other than the Employer.

Section 3

A. If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. Upon request, the employee will be released from duties to contact and meet with the Union representative, unless there is a need to provide immediate service balanced with the employee's need to meet with a Union representative.

   If the employee's request to meet with the Union representative cannot be immediately approved, management will make a reasonable effort to allow the employee to meet with the Union representative by the end of the work day that the request was made. If Management cannot accommodate the employee's request, the employee will be allowed to meet with his/her Union representative the next workday. Delaying an employee's release will extend by one workday any time limits that may apply to the representational matter.

B. Any discussions with employees by representatives of the agency, which may reasonably be considered by an employee to lead to disciplinary action, will be conducted in a private room. Upon request, the employee, in such instance, has the right to have his/her Union Representative at such examination in accordance with Article 8. If the representative is unavailable, the examination will be terminated and rescheduled as soon as practicable after a representative has been secured, normally within one workday The Union's role is advisory in nature for these meetings. The Union representative cannot answer for the employee, nor tell the employee how to respond. A union representative may not interfere or disrupt the interview. While attending the examination, the Union representative retains all rights under the law applicable to these examinations.

   The Parties recognize that representation may be performed in-person, by telephone or by video at the election of the Union. The Agency will incur no expenses related to in-person representation.

C. Routine discussions, counseling, and appraisal interviews involving work performance shall not normally lead to disciplinary action for the purposes of this section.

D. Employees will be informed of their right to representation in those situations specified in Section 3B of this article by notices distributed to employees annually electronically.

E. Regardless of jurisdictional laws, absent written consent from all Parties (with the exception of court reporting transcripts in the conduct of official business), employees and their exclusive union representatives are prohibited from audio or video recording while on duty or conducting union business.

Section 4

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

Section 5

Each employee shall have the right to join, or assist the Union without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided in law and this Agreement, such rights include the following:

A. The right to act for the Union in the capacity of a representative;

B. The right, in that capacity, to present the views of the Union to heads of offices, departments and agencies or other officials of the Government, the Congress, or other appropriate authorities; and

C. The right to engage in collective bargaining with respect to terms and conditions of employment through representatives of the Union.

Section 6

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations will be voluntary.

Section 7

A. The Agency will make every effort to ensure that employees receive their full compensation due on the established payday. For replacement of regular salary payment when such payment is not received, the employee may request assistance from his/her supervisor or contact the payroll liaison in the servicing personnel office.

B. If an employee is not provided a salary payment when due, the day following the issuance of the replacement payment, the employee may request appropriate leave to pay necessary bills and conduct any other business as a result of the payment. Such leave will be granted in accordance with the leave provisions of this Agreement.

Section 8

An employee's supervisor may issue notices to an employee via email or in writing. When the supervisor issues written notice to an employee, the notice will consist of one (1) original (which the employee may transmit to his/her union representative) and an electronic version submitted to the e7B file (or successor program). Such notices could include but are not limited to:

A. Denial of AWS request;

B. Imposition of sick leave restriction;

C. Denial of request for conversion to or from part-time employee status.

Section 9

The Agency may order an employee to undergo a fitness for duty examination only in accordance with applicable federal law and regulation.

Section 10

An employee may withdraw a resignation at any time prior to its effective date provided the withdrawal is communicated in writing to the Agency, and the Agency has not made a valid commitment to any specific person to fill the position.

Section 11

Any person who has the authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority:

A. Discriminate for or against any employee on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation;

B. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration of any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:

    1. An evaluation of the work performance, ability, aptitude, or general qualifications of such individual, or

    2. An evaluation of the character, loyalty, or suitability of such individual;

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

D. Deceive or willfully obstruct any person with respect to such person's right to compete for employment;

E. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospect of any other person for employment;

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

G. Appoint, promote, employ, advance, advocate for appointment, employment, or advancement, in or to a position in the bargaining unit, any individual who is a relative of such employee;

H. Take or fail to take a personnel action with respect to any employee as a reprisal for:

1. A disclosure of information by an employee which the employee reasonably believes evidences:

a. A violation of any rule, law, or regulation, or

b. Mismanagement, a gross waste of funds, an abuse of authority or a substantial and specific danger to the health and safety of fellow employees or the public if such disclosure is not otherwise prohibited by law; or

2. A disclosure to the Special Counsel of the Merit Systems Protection Board, or the Inspector General of an agency or another employee designated by the Associate Commissioner to receive such disclosures, of information which the employee reasonably believes evidences:

a. A violation of any rule, law or regulation, or

b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public and employee health and safety;

I. Discriminate for or against any employee on the basis of conduct which does not adversely affect the performance of the employee or the performance of others; except that nothing in this paragraph shall prohibit the Employer from taking into account in determining suitability or fitness any conviction of the employee or applicant

for any crime under the laws of any State, of the District of Columbia, or of the United States; or

J. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing or concerning merit system principles contained in 5 U.S.C. 2301.

Section 12

A. The Commissioner or designee may waive in whole or in part a claim of the United States in an amount aggregating not more than $1,500 against any person arising out of: (1) an erroneous payment of pay or allowances to or on behalf of an employee; or (2) an overpayment resulting from failure to make a deduction for a statutory benefit program. Statutory benefit programs include: retirement, social security, health benefits, and life insurance.

B. Management will waive collection action under the claim when it would be against equity and good conscience and Management has determined that these criteria will be met when the erroneous payment of pay or allowances occurred through administrative error and that there is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the employee or any person having an interest in obtaining a waiver of the claim. Any unexplained increase in pay or allowances which requires a reasonable person to make inquiry concerning the correctness of his/her pay or allowances, ordinarily would preclude a waiver when the employee fails to bring the matter to the attention of appropriate officials. Waiver of overpayment of pay and allowances under this standard necessarily must depend upon the facts existing in the particular case.

C. Where there is an overpayment resulting from failure to make a deduction for other purposes, a waiver may not be considered. Such other deductions include: federal taxes, state taxes, bonds, savings or charitable contributions.

D. Collection of overpayments under this Article shall be in accordance with applicable law, rules and regulation.

Section 13 Outside Employment/Activities

A. When an employee files a request for approval of outside employment, the criteria used for such approval shall be fairly and equitably applied. All employee requests to engage in outside employment or activities shall be in writing and must be submitted in advance of the proposed starting date of such employment.

B. The Agency agrees to address any written request as quickly as possible after such a request is received, but in no case later than twenty-one (21) days following receipt by the Regional Chief Administrative Law Judge (RCALJ).

C. If an employee is not satisfied with the decision of the RCALJ, he/she may appeal the decision to the Office of the Chief Administrative Law Judge (OCALJ) within ten (10) days. The OCALJ will have fifteen (15) days following receipt of the appeal to issue a decision.

Section 14 Retirement

The Employer will continue to provide retirement planning information to bargaining unit employees through available technology. Such information may include, but is not necessarily limited to, individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, Federal benefits options, best retirement dates, Thrift Savings Plan (TSP), TSP withdrawal options, etc.

An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with law, including prevailing regulations.

VDT Sidebar

The Agency has decided to terminate the Vision Program. If the Agency implements a new Vision Program, NTEU bargaining unit employees may participate.

ARTICLE 6
Equal Employment Opportunity

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment, pregnancy and gender identity), sexual orientation, national origin, age, disability, genetic information, reprisal, parental status, marital status and political affiliation. The Parties agree that equal employment opportunity shall be administered in accordance with all applicable equal employment opportunity laws, regulations and agency policy.

Section 1

Where the development and implementation of the Employer's Equal Employment Opportunity Programs involve changes in personnel policies, practices or working conditions, the Employer will fulfill its bargaining obligations with the Union under Chapter 71 (labor-management relations statute). The Employer agrees to negotiate changes in working conditions resulting from a grievance or complaint filed under this article to the extent required by 5 U.S.C. 71. Such bargaining may be completed on a post-implementation basis if necessary to allow the Agency to comply with timeframes established by a 3rd party such as the Equal Employment Opportunity Commission (EEOC).

Section 2

A. Any employee who believes that he/she has been discriminated against on any of the grounds set forth above may file one (1) of the following:

   1. A complaint under agency procedures for filing a complaint of discrimination pursuant to EEOC Regulations and policies; or

   2. A grievance pursuant to the provisions of Article 28 of this Agreement; or

   3. An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges that the basis for the action was prohibited discrimination.

B. In accordance with the provisions of 5 U.S.C. 7121 and 29 CFR part 1614, the following apply:

1. An employee, at his/her option, may file a grievance under the provisions of this Agreement, a formal complaint in writing under EEOC regulations and procedures for filing a complaint of discrimination, or an appeal directly with the MSPB. The employee may file under only one process.

2. An employee shall be deemed to have exercised his/her option under this section at such time as the employee timely initiates a formal complaint in writing under the applicable statutory procedure, timely files a grievance in writing in accordance with the provisions of this Agreement, or timely files an appeal with the MSPB. The employee is entitled to expeditious processing of the complaint within the time limits prescribed by regulations.

3. The selection of the negotiated grievance procedure contained in this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved employee to request the MSPB to review the final decision in the case of any personnel action that could have been appealed to the MSPB, or, where applicable, to request the EEOC to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission.

C. Appeals to the Merit Systems Protection Board or the Equal Employment Opportunity Commission shall be filed pursuant to such regulations as the Board or the Commission may prescribe.

Section 3

A. Employees are free to consult with an EEO counselor prior to filing a grievance. This consultation should take place within fifteen (15) days of the alleged incident or a longer period, if allowed by law. If an EEO counselor is consulted, the time for filing a grievance will not begin to run until one (1) or both parties terminates the counseling. Any grievance that an employee elects to file under this article shall be filed in accordance with the terms of Article 28 of this Agreement.

B. The names, offices, and telephone numbers of appropriate EEO counselors shall be posted on official bulletin boards.

C. The counselor shall not reveal the identity of an aggrieved employee who has come to him/her for consultation, except when authorized to do so by the aggrieved employee or when required by law.

D. The employee may, at any stage in the processing of the complaint, be represented by a union representative or may proceed without union representation. If the employee is pursuing a complaint under the grievance procedures of this Agreement and he/she

elects to proceed without union representation, the Union has the right to be present at any meeting between the Employer and the employee concerning the grievance subject to the provisions of Article 08.

Section 4

A. The Employer is responsible for following the EEOC's guidance in Management Directive 715 (MD-715) for establishing and maintaining effective programs of equal employment opportunity under Section 717 of Title VII of the Civil Rights Act of 1964, as amended, and Section 501 of the Rehabilitation Act of 1973, as amended.

B. After the Employer has submitted its annual MD-715 Report to the EEOC, a copy of the final Report will be provided to the Union and any bargaining obligation will be fulfilled. The Employer also shall provide the Union with data pertaining to the NTEU bargaining unit.

Section 5

A. The Employer and the Union will encourage employees who believe they have been subjected to harassing conduct prohibited by anti-discrimination laws to immediately notify the Employer or the EEO office or to consult with a union representative.

B. NTEU may appoint one person to act as an EEO representative. Such representative may attend the Labor Management Relationship Committee set forth in Article 9 of this Agreement. Such representative shall be an additional NTEU member of the LMRC established pursuant to Article 9 of this Agreement.

ARTICLE 7
Union Rights

Section 1

The Union will be afforded an opportunity to be represented at any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees or their representatives concerning (a) any grievance or (b) any personnel policy or practice or other general condition of employment. For discussions with employees concerning grievances, the supervisor or manager intending to hold such a discussion will provide the appropriate union representative with reasonable advance notice of the discussion via email. For formal discussions dealing with matters other than grievances, the Union will be given advance notice of the meeting via email or by telephonically contacting the Chapter President or designee, when practicable, at least two (2) agency work days in advance of the discussion.

Section 2

At those meetings where the Union is represented, the attendance of the Union Representative will be acknowledged by the Employer at the start of the meeting. Furthermore, the Employer will permit the Union Representative to ask questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues. All issues to be discussed at the meeting by the Employer will be listed in a written agenda, where possible, which will be forwarded to the Union at the same time that the Union receives prior notice of the meeting.

Section 3

The Union may refuse to represent non-members in matters outside the contract, e.g., statutory appeals, adverse actions, or EEO complaints.

Section 4

The Union has the right to file as a grievance under this contract any alleged unfair labor practices. When it does so, however, it waives its right to file an unfair labor practice charge over the same issue with the appropriate authorities under law and regulation.

Section 5

Upon request, the Agency will provide the NTEU Chapter President, or his/her designee, with a bargaining unit member list in Excel format in October at the start of each fiscal year. The list will include the name, office, email address, and position title of each employee represented by NTEU.

ARTICLE 8
Union Time

Section 1 Policy Statement

All employees are expected to accomplish their Agency assigned duties. The Agency recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, union time users have the responsibility of carrying out representational duties.

Section 2 Designation

A. The Chapter President will provide the Office of Labor-Management and Employee Relations (OLMER) with electronic lists of all designated union representatives within 30 days of the effective date of this Agreement. The Chapter President will continue to provide OLMER with updated summary lists as necessary. Each list will include the name, designated union time caps available to the representative as set forth in Section 5.C. below, duty location, and telephone number of each designated union representative.

B. Only those union representatives identified on the list provided by the Chapter President will be authorized union time for union representational activities and labor-management relations functions.

C. The Chapter President may appoint as many representatives as he/she deems necessary. However, the Union can designate no more than one (1) designated union time user~~s~~ at any one time from any hearing office, regional office, national hearing center, national case assistance center or other national centralized unit with the exception that the Union may designate a second representative at any location with 50 or more bargaining unit employees.

Section 3 Union Sponsored Training

A. The Agency recognizes that union sponsored training is an appropriate representational activity for which union time may be used. When requesting union time for union sponsored training or conferences, the Union will provide the appropriate management official with documentation at the time of the request, denoting the date, location, subject matter, and provider or sponsor of the training or conference. The request will also include a statement detailing how the course content is appropriate for union time in accordance with 5 U.S.C. Chapter 71 and the

provisions of this article. Requests for union time under this provision shall be subject to advance approval by Management. Management will timely respond to the request after receiving the information from the Union.

B. The Agency's sole expense for all union sponsored training will be union time.

Section 4 Exclusions

A. Union time shall not be authorized for work performed at home (unless the union representative has an authorized telework agreement) or outside the time the union representative would otherwise be in duty status.

B. In accordance with 5 U.S.C. §7131 (b), the use of union time is prohibited for internal union business. In addition, employees may not engage in lobbying activities during paid time.

C. Unless specifically authorized by the Agency, approved union time can only be performed in a Social Security Administration (SSA) controlled facility or at a management approved ADS in accordance with Article 17. Union time will not be authorized for any union sponsored training, meeting, or conference held at a casino hotel, spa resort/hotel, or any other type of resort.

D. Union designated union time users who are on an Opportunity to Perform Successfully (OPS) plan will not be authorized union time during the period of the OPS.

E. Union time is not permissible for Workers' Compensation Cases.

Section 5 Provisions for Union Time

A. Consistent with 5 U.S.C. Chapter 71 and this Agreement, union representatives will be granted union time, subject to the availability of union time as described below, for the following representational activities:

1. Term Negotiations—to prepare for and negotiate a collective bargaining agreement.

2. Mid-Term Negotiations—to prepare for and bargain over issues raised during the life of a term agreement.

3. Dispute Resolution—to process grievances, up to and including arbitrations and to process appeals of bargaining unit employees to the Merit Systems Protection Board (MSPB), FLRA and, as necessary, to the courts.

4. General Labor-Management Relations—meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, union participation in formal meetings and investigative interviews, and all other general labor relations activities consistent with 5 U.S.C. Chapter 71.

B. Unused union time hours do not carry over into the next fiscal year. Union time is limited to 6,500 hours per fiscal year for the activities identified in Section 5.A.

C. Union representatives may be allowed to use the union time hours**,** described in Section 5.B. in the performance of union representational activities as described in Section 5.A. as follows:

1. Two (2) union representative~~s~~ will each be authorized to use up to a maximum of 840 hours per fiscal year exclusive of 7131(a) and (c).

2. All other union representatives will each be authorized to use up to a maximum of 250 hours per fiscal year.

D. Union representatives who have reached their individual cap will be authorized union time in accordance with sections 7131(a) or 7131(c) of Title 5, United States Code. Time for these activities will be charged to the union bank for that fiscal year. However, if the bank has been exhausted, the Agency has the discretion to grant reasonable and necessary union time to perform representational activities.

E. Union representatives are required to stagger their use of authorized union time hours over the course of the fiscal year. Union representatives will coordinate union time usage with their supervisors to accommodate both union representational activities and Agency assigned duties. The parties recognize that a mutually agreed upon schedule is the required method for scheduling union time.

F**.** Time spent by union officials~~,~~ representing employees in the informal and formal stages of the EEO complaints process, up to and including appeals, is union time under this Article and is charged towards the individual caps and bank.

Section 6 Time and Attendance Responsibilities of Union Time Users

A. Union representatives will complete their daily time and attendance responsibilities in accordance with Agency policy. Union representatives unable to complete their daily time and attendance responsibilities at their official duty stations because they are off-site on labor-management business will make arrangements with their supervisors in advance to complete the time and attendance responsibilities on a

daily basis. The union representatives will revise entries as necessary upon return to the official duty station to properly account for his/her time and attendance.

B. The Agency will not pay travel and per diem for representational activities unless authorized by this Agreement.

Section 7 Union Time Requests and Reporting Procedures

A. All requests for union time will be submitted in advance (normally 24 hours) via Official Union Time Tracking System (OUTTS) or equivalent electronic reporting system. Sufficient information (i.e., time, date, telephone number where he/she can be reached, representational category, and specific location if other than normal duty station) must be included with the request to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article. Approval from an authorizing official must be obtained prior to engaging in union time. Any employee who uses union time without advance management approval will be considered absent without leave and subject to appropriate disciplinary action. The representative will inform the supervisor when he/she returns to work after completion of the representational activity and make any necessary adjustments to the initial request for union time.

B. If the Agency is unable to approve a request for union time, the reason for denial will be provided. If an operational need does not permit the union representative to use the union time when requested, another opportunity to use union time will be determined, keeping in mind the interests of the union and employees as well as the needs of the Agency. When the Agency determines that a union representative's presence is necessary to meet the Agency's work requirements, the Agency will, identify an alternate day and time for use of the requested union time**.**

Section 8 Allegations of Abuse

Alleged abuses of union time shall normally be brought to the attention of an appropriate union official on a timely basis by an appropriate management official. Management may also initiate appropriate action to address the issue. Repeated or serious abuse of union time may result in disciplinary action as well as suspending use of union time for the duration of this Agreement.

ARTICLE 9
Labor-Management Relations Committee

Section 1 General

A. The Parties recognize that the negotiation of a formal agreement is but one element of successful and effective labor-management relations. Therefore, it is agreed that a Labor-Management Relations (LMR) Committee shall meet for the purpose of exchanging information and discussing appropriate matters of concern and interest including, but not limited to, the broad areas of equal employment opportunity, safety, training, personnel policies, career advancement, personnel practices and procedures, and matters affecting employee working conditions. Union participation in LMRCs will be in accordance with Article 8.

B. The LMR Committee shall consist of up to three (3) Union and three (3) Agency representatives. Meetings of the LMR Committee will be held by technology or at OHO Headquarters in Woodlawn, MD at the Union's expense.

Section 2 Meetings

A. At the request of either Party, the LMR Committee shall meet semi-annually. Normally, meetings will be scheduled for one (1) day if in person, option of two (2) days by technology in May and October, unless the Parties mutually agree otherwise. Additional meetings may be held at the mutual agreement of the Parties. Union participation in LMRCs will be in accordance with Article 8.

B. If neither Party submits a request to meet with accompanying agenda items by April 30 or September 30, no meeting will be scheduled for that time period. When scheduled, such meeting may be cancelled or rescheduled by mutual consent.

C. Matters not on the agenda may be discussed by mutual consent.

D. It is understood that the Parties shall not consider specific grievances, complaints, or appeals. However, this does not preclude the discussion of general personnel policies, practices, and working conditions which might give rise to grievances, complaints or appeals, so that these future problems might be identified for possible preventive action when appropriate.

ARTICLE 10
Facilities and Services

Section 1 Union Access to Employer Space

A. Upon advanced notice that a union officer or steward needs additional space to conduct his or her representational duties, the Employer will provide the Union on an as needed basis with reasonable access to available enclosed space affording privacy. Union representatives will be responsible for scheduling and cancelling meeting space as needed**.**

B. Due to the unique organization of Chapter 224, the Chapter President does not ordinarily require separate enclosed union office space. Unless specifically authorized by this Agreement, the only space, furnishings and equipment authorized for use by union representatives in the performance of representational duties is the space, furnishings, and equipment allocated to the union representative by virtue of his/her official agency position of record.

Section 2

A. Union representatives may use Employer telephone system and computers, in connection with labor-management business, provided that the work process of the Employer has priority as to the use of the facilities. The Union agrees that the Agency telephone system will not be used for internal Union business**.**

   Union representatives may use their own personal computers, printers, and paper (or the Union's) at work in connection with labor-management business provided they are on time approved in accordance with Article 8; or, for internal union business, provided the Union Representative is on non-duty time, complies with Agency policy on use or personal computers/printers, and such use does not interfere with work activities of the Employer. The Parties agree the Employer will not be held responsible for loss, damage, or theft of such equipment while on government owned or leased property or while employees are engaged in such use of their personal property.

B. Union officials and employees will have reasonable access to existing fax machines**,** E-mail**,** and instant messaging for the purpose of communicating with (a) management officials, (b) other union officials, or (c) employees concerning representational matters. Union access to and use of the Agency's electronic mail shall not interfere with the mission or operation of SSA and is subject to the following restrictions:

   1. Access and use will comply with applicable government-wide and Agency policies and guidelines and the National Agreement.

2. Employees must be on non-duty or break time when accessing electronic messages from the union. Any such messages from the Union must state "read on non-duty time" in the subject line.

3. Electronic mail cannot be used for internal union business.

4. Transmissions shall not contain language that maligns the character of any individual Federal employee or the Agency**.**

5. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by non-union representative employees either in support of or in opposition to any legislation or appropriation of Congress.

6. Since viruses can be transmitted through executable files, messages cannot contain executable file attachments.

Section 3

A. Upon request, the Employer will provide the Union with existing bulletin board space. Furthermore, it will permit the Union to post its own bulletin board at an appropriate location. It is agreed that material to be posted shall conform to the constraints outlined in paragraph B below.

B. The Employer will permit the Union to distribute union literature in work areas during non-work times (e.g. Lunch and Learns). Such literature will not contain items relating to partisan political matters. Information posted or provided by the Union will not malign the installation, SSA, the Federal Government, and/or the character of any individual Federal employee. In addition, the Union may distribute literature in work areas during the working hours of the employees as long as the distribution does not disrupt the flow of work. Where the Union distributes literature in work areas on work time, the person distributing must do so on his/her own time or appropriate leave. All such materials shall be properly identified as official Union literature. Employees must be on non-duty or break time when reading official Union literature.

Section 4

The Employer will make a Section 508 compliant electronic copy of the Agreement available on the SSA Intranet. The Employer will provide NTEU National with an electronic version of the final Agreement.

DRAGON Naturally Speaking Side Bar

A. The Parties recognize that the use of speech recognition software may cause inadvertent word errors that may be difficult to completely eliminate, even with the exercise of due care. Management has determined that decisions created using speech recognition software will not normally be returned to bargaining unit members because they contain occasional incorrect words.

B. Nothing in this agreement abrogates or limits a bargaining unit member's right to receive speech recognition software or transcription services as a reasonable accommodation as a qualified individual with a disability. Any speech recognition software provided to such an individual will be in addition to any such software allocated under this agreement.

C. Software licenses are assigned to individual bargaining unit members. Therefore, a bargaining unit member may request the Agency install the speech recognition software on their current and subsequent Agency-issued computer.

D. The Agency will provide replacement microphone/earphone headsets, at the bargaining unit member's request, if the microphones supplied break or no longer work effectively.

E. An employee will be given training on the use of the speech recognition software and such time may be considered as a circumstance beyond the employee's control in accordance with Article 21, Section 5(G)1.

ARTICLE 11
Part-Time Employment

Section 1 General

A. The Agency recognizes that part-time employment provides Management with the flexibility to meet work requirements and provides a benefit to employees who require or prefer shorter hours.

B. For the purpose of this Article, part-time employees are those who are employed in permanent positions with a pre-scheduled tour of duty from sixteen (16) to thirty-two (32) hours per week.

Section 2 Procedures

A. The Agency will consider employee requests to work part-time, including job-sharing requests.

B. Employee requests for part-time employment must be made in writing to the employee's first line supervisor.

C. The Agency will give fair and objective consideration to the employee's request for part-time employment and grant or deny such requests based on the Agency's need for the employee's services, the availability of resources and the impact on the efficiency of the service. A factor to be considered by the Agency will be reasonable evidence of a significant hardship in an employee's life which could be relieved in whole or in part by a change to part-time status. However, hardship is not the only reason that a change to part-time work may be granted.

D. Requests will normally be approved or disapproved within thirty (30) days of receipt by the employee's first line supervisor.

E. Where such a request is rejected, the reasons for rejection will be explained in writing to the employee. Consideration of a request must be consistent with workload and ceiling requirements and the needs of the position currently occupied.

F. Prior to submission of a part-time request, employees should request, and the Agency agrees to supply, information concerning the impact of the conversion from full-time to part-time employment in the areas of retirement, reduction-in-force, health and life insurance, promotion, and step-increases. This does not preclude employees from requesting and receiving such information at other times.

Section 3 Involuntary Reassignment

No employees will be involuntarily reassigned from a full-time position to a part-time position unless a reduction-in-force or adverse action procedures are followed. Before reduction-in-force procedures are taken, the Agency will determine if any qualified employees would voluntarily take a part-time position.

Section 4 Other

A change in an employee's part-time status (including altering his/her work schedule) will not be used in-lieu of disciplinary or adverse actions.

ARTICLE 12
Probationary, Trial, Term, and Temporary Employees

Section 1 Definitions

A. A probationary employee is an individual in a career-conditional or career appointment who must serve a one-year probationary period.

B. A trial employee is an individual appointed to an excepted service position who must serve a two-year trial period.

C. A term appointment is an appointment for a period of more than 1 year but not more than 4 years to positions where the need for an employee's services is not permanent. 5 CFR 316.301 *et seq.*

D. A temporary limited appointment is an appointment that is used to fill a short-term position and is not expected to last longer than one year. 5 CFR 316.401 *et seq.* and 5 CFR 213.104.

E. The parties agree that employees who have a reasonable expectation of continued employment are bargaining unit employees.

Section 2 General Guidance

A. The Agency agrees to provide probationary and trial employees with the opportunity to develop and to demonstrate their proficiency.

B. Probationary and trial employees will be entitled to ongoing counseling about their conduct and performance.

C. Probationary and trial employees may be separated at any time, normally with two (2) days notice. Such notice will contain applicable appeal rights.

D. The Agency will provide notice to those employees serving in a temporary or term appointment as to the expiration of the appointment.

E. For performance related terminations, trial and probationary employees may choose, up to their termination time and date, voluntary resignation. When a trial or probationary employee voluntarily resigns, all personnel records shall reflect only that the resignation was voluntary.

Section 3 Temporary Employees

A. The parties agree that temporary employees who have a reasonable expectation of continued employment are bargaining unit employees.

B. A reasonable expectation of continued employment, normally, does not exist when employees are hired on a temporary basis. Reasonable expectation for continued employment may exist if budget and ceiling allowances exist to convert temporary employees to permanent employees.

C. It is the general policy of the Employer that temporary employees who have a reasonable expectation of continued employment will be converted to a career conditional status in the excepted service at the earliest possible opportunity.

Section 4

A. The Employer agrees to advise a temporary employee of his/her status whenever possible two (2) months prior to the end of his/her temporary appointment.

B. The Parties agree that when the Employer determines that a temporary employee is not to be converted to a career conditional status or will not be reappointed for a subsequent temporary appointment, it will give the affected employee written notification of such determination stating the reasons for the determination. If appropriate, the determination shall state the appeal rights of the affected employee.

C. Pursuant to law, the above provisions do not apply when the Employer is terminating a temporary employee for performance based reasons or taking an adverse action against a temporary employee.

Section 5

Temporary employees may choose, up to the end of their appointment period, voluntary resignation. When a temporary employee voluntarily resigns, all personnel records shall reflect the voluntary nature of the resignation.

ARTICLE 13
Position Classification

Section 1 New/Revised Position Descriptions

When the Agency proposes changes or creates new standardized position descriptions for bargaining unit employees, the Union may make recommendations and present supporting evidence concerning their adequacy. The Agency agrees to review the presentation and advise the Union of the results of its review**.**

Section 2 Changes in Classification Standards

The Agency agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees in the unit due to reorganization, when changes in position classification standards result in classification changes, or when changes will be made in position classification standards which could result in classification changes. The Agency further agrees to furnish the Union copies of proposed classification standards for bargaining unit jobs referred to the Agency by the Office of Personnel Management for comment.

Section 3 Position Descriptions

A. The Agency agrees to provide each employee with a copy of his/her position description when they enter on duty and when the position description is modified or changed.

B. The Agency agrees that the position description for each position will accurately reflect the actual duties, responsibilities, and the supervisory relationships pertaining to the employee filling that position.

C. Whenever a position description is amended, the Agency will provide copies to NTEU prior to issuance.

Section 4 Classification Appeal

The Agency agrees that work will not be reassigned for the purpose of avoiding reclassification during a classification appeal.

Section 5 Other Duties as Assigned

The phrase "other duties as assigned" does not relate to duties normally assigned to a position, but rather is meant to include tasks of an incidental, infrequent, or emergency nature, which it is impractical to include in the narrative portion of the job description.

Section 6 Grievance

Employees may grieve those classification decisions that result in reductions in grade or pay.

ARTICLE 14
Personnel Records and Access to Information

Section 1 General

A. Each employee and/or the employee's representative (designated in writing) shall, upon written request and proper identification, be granted access to any record(s) pertaining to the employee with the exception of records restricted by the Office of Personnel Management, and/or other records restricted by law or higher regulation. Such access will take place electronically whenever possible, or in the case of hard copies**,** in the presence of the individual(s) having official custody of the record. Upon request, employees will be advised how to access their electronic Official Personnel Folder (eOPF).

B. Any record which is not available to the employee or his/her representative (designated in writing) for inspection and review will not be made available to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use and consistent with provisions of the Privacy Act of 1974.

Section 2 SSA e7B Extension File

A. The SSA e7B Extension File is the only authorized file for official personnel records which may be maintained by a supervisor.

B. The SSA e7B Extension File~~s~~ will be screened and purged annually and outdated material shall be removed. Records shall be retained only as long as such administrative need exists.

C. Employees shall be advised of the nature and purpose of their personnel folder, SSA e7B Extension File, and of their locations. Employees shall be notified and given a photocopy of any material placed in the SSA e7B Extension File within three (3) working days. Employees who review their official personnel file may request a copy of material not routinely furnished them. Employees should acknowledge receipt by signature. It is understood such acknowledgment does not constitute agreement with the contents.

D. Memory joggers are notes or diaries maintained by a supervisor with regard to his or her work unit on employees and are not official records, but merely an extension of the supervisor's memory.

1. Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person or placed in the SSA e7B Extension File**.** In those cases where an employee ceases to be supervised by an individual, the personal notes of the supervisor shall not be transferred to the employee's new supervisor.

2. Such notes or diaries may not be used as documentary evidence in a disciplinary action, adverse action, or action based on unacceptable performance unless a copy is provided to the employee within ten (10) days of the date they are recorded. The employee will be given an opportunity to comment, orally and/or in writing, on any such copy provided to the employee.

Section 3 Record Maintenance

It is agreed that the eOPF and other personnel records will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974. The Agency will purge records in accordance with that standard.

Section 4 Privacy Act

Managers or other representatives of the Agency may not maintain personal files on employees outside of the eOPF, unless the files are properly declared under the Privacy Act.

Section 5 Systems of Records

The Agency shall provide the Union an electronic link to the annual Federal Register Notice concerning Systems of Records and to any pertinent amendments thereto. No change in the operation of those records affecting a condition of employment may be implemented for bargaining unit employees after the effective date of this Agreement until the Union has been notified and any bargaining obligations pursuant to the Statute or this Agreement have been discharged.

ARTICLE 15
Hours of Work

Section 1 Definitions

A. Basic Work Requirement. The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise. For full-time employees, the basic work requirement is eighty (80) hours per biweekly pay period.

B. Core Hours. That portion of the day during which all employees must be present for work. The core time band is from 9:30 a.m. to 3:00 p.m. for all offices, except in the National Hearing Centers**/**National Case Assistance Centers, where it is 9:30 a.m. to 2:30 p.m.

C. Flexible Time Bands. That portion of the workday during which an employee has the option to select and/or vary starting or quitting times within the limits established in this article.

1. For all offices except the National Hearing Centers**/**National Case Assistance Centers, the flexible time bands are:
   Morning Flexible Time Band: 6:30 a.m. – 9:30 a.m.
   Afternoon Flexible Time Band: 3:00 p.m. – 6:00 p.m.

2. For National Hearing Centers**/**National Case Assistance Centers and other locations with an OHO approved start time of 6:00AM, the flexible time bands are:
   Morning Flexible Time Band: 6:00 a.m. – 9:30 a.m.
   Afternoon Flexible Time Band: 2:30 p.m. – 6:00 p.m.

3. The Agency may, in the event of workload or training needs, direct specific arrival and departure times. This notification will be made prior to the end of that employee's tour on the employee's previous workday.

D. Flexible Work Schedules (FWS). A schedule including core time and two (2) flexible time bands. A flexible work schedule allows an employee to fulfill the basic eighty (80) hour biweekly work requirement in ten (10) workdays or fewer.

1. Flextime – A flexible work schedule that allows employees to choose their starting time, subject to certain limitations, on a daily basis. Employees under a flextime program have specific core hours, specific flexible hours, and have an eight (8) hour daily basic work requirement.

2. Flexible 5/4-9 Schedule. A schedule in which an employee fulfills the basic work requirement of eighty (80) hours in a biweekly period over a span of nine (9) workdays - five (5) days one (1) week, four (4) days the other. Employees under the flexible 5/4-9 schedule work nine (9) hours daily for four (4) days each week, the remaining day each week alternates from an eight (8) hour day to a day off every other week.

~~3.~~ Flexible 4/10 Schedule. A schedule in which an employee fulfills the basic work requirement of eighty (80) hours in a biweekly period over a span of eight (8) workdays - four (4) days one (1) week and four (4) the next. Employees under the flexible 4/10 schedule work ten (10) hours daily for four (4) days each week. The remaining day each week is a day off.

E. Credit Hours. Hours in excess of the daily basic work requirement which an employee on a flexible work schedule requests to work, with supervisory approval, within the afternoon flexible time band.

F. Overtime. Work performed in excess of the basic work requirement that is officially ordered or approved by the Agency. Overtime does not include credit hours.

Section 2 Flexible 5/4-9 and 4/10 Schedules

A. Procedures

1. Employees will have an opportunity to request a flexible 5/4-9 schedule designating their preferred day off and eight (8) hour workday. Employees will have an opportunity to request a flexible 4/10 schedule designating their preferred days off. Employees will submit requests to their delegated leave approving official (LAO). The employee's schedule is subject to the approval of the LAO. No more than fifteen (15) percent of the employees will be off on the same day without the approval of the LAO. Any conflicts will be resolved by the LAO.

2. In February, employees may request a flexible 5/4-9 or 4/10 schedule for the period April through September; in August for the period October through March. The LAO will make a decision based on staffing needs and workload considerations within ten (10) workdays following the request period. If a flexible 5/4-9 or 4/10 schedule is denied, the employee may adjust his/her leave requests in accordance with Article 16 of this Agreement.

3. Employees may request a permanent or temporary change in their flexible 5/4-9 or 4/10 scheduled day off. The request must be in writing. The LAO will consider staffing and workload needs prior to acting on the request.

4. Employees have the option of going from a flexible 5/4-9 or 4/10 schedule to the regular flextime plan at the beginning of any pay period. Employees who wish to change from flextime to a flexible 5/4-9 or 4/10 schedule may only request to do so during the period in A.2. above. However, employees with bona fide emergency needs, as determined by the LAO, may request participation in a flexible 5/4-9 or 4/10 schedule outside the normal request times. If approved by the LAO, affected employees may change to a flexible 5/4-9 or 4/10 schedule at the start of the next appropriate pay period.

5. Employees working a flexible 5/4-9 or 4/10 schedule must arrange their arrival time so that they can complete their nine and one-half (9 ½) hours or ten and one-half (10 ½) hours work schedule before the end of the afternoon flexible band.

B. Suspension of Flexible Work Schedules

1. Should management determine, after consideration of the bona fide operational needs, that it is unable to provide the level of service required to support the internal operations or carry out the daily work of the Agency to provide service to the American public, the appropriate management official may suspend, for the duration of the operational need, the flexible 5/4/9 or 4/10 schedule and/or credit hours as a result of unusual workload needs, training, travel, or an operational need. In these situations, management may assign employees to a fixed shift.

2. Employees who are scheduled to attend out-of-office training may have to revert to the working hours in effect at the training site. Their flexible 5/4-9 or 4/10 schedule may also be suspended.

3. If an employee's flexible schedule is suspended, it will be restored the next pay period after there is no longer a need for the suspension.

C**.** Employees working a 5/4/9 or 4/10 may be required to share space/hotel in accordance with the space sharing/hoteling procedures outlined in Article 17.

Section 3 Flex in/out

Employees, with prior supervisory approval, may flex-in and flex-out during their work shift. The employee must complete his/her normal tour of duty by the end of the afternoon flexible time band or request leave. Employees will sign out on the Agency designated time and attendance system when they flex-out, and sign in the Agency designated time and attendance system when they flex-in**.**

Section 4 Credit Hours

A. General

Employees on a flextime schedule may earn credit hours in accordance with the provisions set forth below. Employees who participate in flexible 5/4-9 or 4/10 schedules may not earn credit hours. However, credit hours earned and accumulated prior to entry into a flexible 5/4-9 or 4/10 schedule may be used (consistent with the provisions contained herein for use of credit hours) by any employee regardless of their work schedule until all such accumulated credit hours are expended. The use of credit hours cannot be used in a pattern that represents a 4/10 schedule.

B. Procedures

1. Employees can earn up to three (3) credit hours on regularly scheduled workdays.

2. Employees may earn credit hours as long as appropriate work is available (as determined by management) and the working of credit hours is approved in advance. Requests to earn credit hours shall not be denied arbitrarily.

3. Employees may earn no more than twenty (20) credit hours per pay period.

4. Credit hours are to be worked in increments of one-quarter (1/4) hour.

5. The maximum number of credit hours an employee may carry over from one (1) pay period to the next is twenty-four (24). An employee may accumulate over twenty-four (24) credit hours, but may not carry over any hours in excess of twenty-four (24).

6. Normally, the employee will complete a Request to Work Credit Hours in the Agency designated time and attendance system, on or prior to the workday preceding the workday the hours are to be worked, but normally no earlier than a week in advance. However, nothing precludes same day requests to earn credit hours. Requests will be submitted to the LAO. The request will be approved or denied timely.

7. Use of earned credit hours shall be requested by submitting a request in the Agency designated time and attendance system.

8. Credit hours may be used alone or in combination with annual leave, sick leave, when appropriate, or compensatory time.

9. Accrued credit hours may be used by an employee in the same manner as annual leave. The same criteria used to determine whether an employee should be granted annual leave should be applied to requests for use of credit hours.

10. Credit hours may only be worked after completion of an employee's basic work requirement.

11. Employees on an Opportunity to Perform Successfully (OPS) plan are not eligible to earn credit hours.

C. Credit Hours for Part-Time Employees

1. A part-time employee can carry over credit hours equal to a maximum of one-fourth (1/4) of the employee's tour of duty.

2. Part-time employees may work up to 3 credit hours on their non-tour day(s).

D. When Saturday overtime is offered in a unit or office, management may offer up to eight (8) credit hours on that day for those employees who work in that unit or office.

Section 5 Timekeeping Procedures

A. All employees will be expected to complete time and attendance activities in accordance with agency policies and practices. If the Agency changes its time and attendance policy or practices, it will provide notice and, upon request, bargain with NTEU to the extent required by law.

Section 6 Overtime

A. Except for employees on a Flexible 5/4-9 Schedule or Flexible 4/10 Schedule, or as otherwise provided by law and applicable regulations, the time spent by employees performing official duties of the Agency in excess of eight (8) hours a day or forty (40) hours per week, if not counted as credit hours or compensatory time, shall be considered overtime. It is understood that employees may not work overtime without advance written approval of the Agency.

B. Distribution of Overtime

1. When overtime is required, the supervisor will first seek qualified volunteers from within his/her organizational unit. Overtime will be distributed as equitably as possible to employees who volunteer for overtime.

2. Consistent with management's right to assign work, management will, after consideration of bona fide job-related qualifications, determine who will work overtime. The Agency will not normally approve overtime on a day when the employee has used leave during the morning flexible band.

2. The Agency retains the right to approve and assign all overtime work, and, if necessary, order employees to perform such. When circumstances permit, the Agency will notify an employee at least two (2) workdays in advance of making overtime assignments. It is understood that in certain situations operational needs may prevent a two (2) workday notice. The Union recognizes the Agency's position that overtime is a condition of employment under law and regulation, and, further, that the refusal by an employee to perform overtime assignments may result in disciplinary action, or such other actions as deemed appropriate by the Agency consistent with law, regulations, government wide rules, and agency rules in effect at the effective date of this Agreement.

3**.** If the method described in Section B.1. above does not provide sufficient volunteers, the required overtime will be distributed equitably among qualified employees. If an employee assigned overtime pursuant to this section of this article does not wish to work such overtime, he/she may seek another qualified employee familiar with the work to be performed, who will volunteer in his/her place. The originally assigned employee will promptly notify the supervisor of the name of such volunteer, and the supervisor will release the originally assigned employee from the overtime assignment if such a volunteer is available.

4**.** Management has determined that involuntary overtime assignments will be distributed equitably. Employees involuntarily assigned may be released for good cause shown.

5**.** Employees on an OPS plan are not eligible for overtime**.**

6**.** Requiring an employee to work overtime or the arbitrary denial of overtime will not be used in-lieu-of disciplinary or adverse actions.

Section 7 Holidays

A. Where the Agency requires the services of employees on a designated federal holiday, the Agency will seek to fill its needs first through volunteers whose job performance is satisfactory. Where there are more than sufficient qualified volunteers, the Agency will fill its needs, when appropriate, from the most senior volunteers. When the Agency is unable to fill its needs through volunteers, it will assign work in a fair and equitable manner to those employees whose current job performance is satisfactory.

B. Where the Agency is unable to fill its needs through volunteers, it will, where appropriate, involuntarily assign the work to the least senior employees. Those employees involuntarily assigned to work on a holiday will be excused where they can find qualified replacements. Furthermore, involuntarily assigned employees will be excused where they provide significant hardship reasons.

C. To minimize the adverse impact of assigning employees to work on designated federal holidays, the Agency will attempt to provide seven (7) calendar days notice to all employees that holiday work will be required.

D. If a holiday falls on a regular workday, that day is the employee's holiday. If a holiday falls on any nonworkday other than Sunday, the day of the in-lieu-of holiday is the preceding workday; e.g., if a holiday falls on Monday and if Monday is a nonworkday for the employee under the 5-4/9 or 4/10 plan, the in-lieu-of holiday is Friday. If a holiday falls on Sunday, the next workday is the in-lieu-of holiday; e.g., if a holiday falls on Sunday and if Monday is a nonworkday for the employee under the 5-4/9 or 4/10 plan, the in-lieu-of holiday is Tuesday.

   Holidays that fall on an employee's nine (9) hour day require the employee to use one (1) hour of leave, compensatory time or earned credit to account for the holiday period. To avoid charge to leave, compensatory time or earned credit, the employee will be permitted to move the eight (8) hour day to the holiday. Holidays that fall on an employee's ten (10) hour day require the employee to use two (2) hours of leave, compensatory time or earned credit to account for the holiday period.

E. Assigning employees to work on designated federal holidays will not be used in-lieu-of disciplinary or adverse actions.

Section 8 Compensatory Time

A. All employees shall earn compensatory time in accordance with this article and the appropriate rules and regulations. Employees must use compensatory time within twenty-six (26) pay periods following the pay period in which it was earned.

B. Use of compensatory time must be approved beforehand by the employee's supervisor. When it is not in the interest of economy and efficiency to grant a particular quantum of time off within twenty-six (26) pay periods, the employee will be paid at the appropriate overtime rate.

C. Employees may earn compensatory time for hours of work in excess of eighty (80) hours per pay period, provided that the employee has obtained prior written approval from his/her supervisor. A request in the Agency designated time and attendance system may be used to satisfy the requirement for prior written approval.

D. All compensatory time will be earned in increments of one-quarter hour.

E. Denial of a request to earn or use compensatory time will not be used in-lieu-of disciplinary or adverse actions.

Article 15 WebTA Sidebar

1. The Agency will provide new employees with training and reference materials on the use of WebTA. The Agency will answer employee questions regarding the use of WebTA and employees may rely upon the advice of local management when making inputs in WebTA.

2. The use of WebTA does not absolve management from resolving errors involving time and attendance.

3. If the start time recorded by the employee in WebTA is more than five minutes prior to the time shown on the employee's computer at the time of entry, then the employee is required to enter a remark to explain the difference. Management will not normally question an employee's explanation of the difference in times.

4. Employees are not required to enter remarks for differences of five minutes or less and management will not normally question employees regarding differences of five minutes or less.

5. If an employee's time in WebTA is altered by or at the direction of management, management will notify the employee and provide an explanation of the change.

6. Management will allow a reasonable amount of duty time to complete time and attendance activities.

7. The needs of employees with disabilities related to the use of WebTA will be accommodated on a case-by-case basis in accordance with law, government-wide rules and regulations.

ARTICLE 16
Leave

Section 1 General Leave Provisions

A. Employees accrue leave in accordance with applicable statutes and regulations.

B. Normally, leave requests, approvals, and denials are made in the Agency designated time and attendance system.

C. Requested leave is not officially authorized until approved.

D. The Agency will respond to all leave requests in a timely manner.

E. The Agency will provide employees in writing with its reasons for any denial or rescheduling of leave.

F. All leave is charged in fifteen (15) minute increments.

G. Leave will not be denied as a disciplinary measure.

Section 2 Annual Leave

A. The use of accrued annual leave is the right of the employee subject to the approval of the Agency.

B. The Agency has determined that annual leave requested in advance (normally the prior workday) may not be denied for reasons other than those related to the business of the Agency. Leave for personal emergencies, ordinarily infrequent in number**,** will normally be granted**.** Management may require documentation of personal emergencies.

C. Where an employee's pending request for annual leave conflicts with the pending requests of other employees such that the Agency is not able to grant leave to all who requested, the affected employees will first attempt to resolve the conflict among themselves. If no voluntary resolution is possible, the Agency will grant leave based upon seniority, defined as the employee's time in the office. Any initial tiebreakers will be resolved by service computation date (SCD).

D**.** When a leave request is denied, the Employer will provide an explanation as to the reason(s) for the denial in the Remarks section of the Agency designated time and attendance system.

E. When "use or lose" leave is requested in writing before November 15th of each year and cannot be approved or used prior to the end of the leave year, the excess annual leave will be restored in accordance with applicable law, rules, and regulations.

F. During the months of February and August, employees will be notified to submit requests for leave (e.g., annual leave, religious compensatory time, travel compensatory time, compensatory time, or credit hours) of one calendar week or more and/or requests for days immediately preceding or following federal holidays for the periods April through September and October through March, respectively. Such written requests must be submitted to the Agency by the last day of February and August respectively.

G. When conflicts arise in scheduling employee leave as described in 2F, affected employees will first attempt to resolve the conflict among themselves. If no voluntary resolution is possible, the Agency will grant leave based upon seniority, defined as the employee's time in the office. Any initial tiebreakers will be resolved by service computation date (SCD).

When extended annual/holiday leave requests are submitted after the February or August leave scheduling periods, the leave requests will be considered on a first-come, first-served basis.

H. An employee may be permitted to change previously approved leave to another time subject to the leave approving criteria of this article.

I. Employees, upon request and with management's approval, may change previously authorized annual leave to sick leave in accordance with Section 3 of this Article.

J. The Agency agrees to authorize annual leave, subject to the constraints outlined in this Article, to a union representative for attendance at a union-sponsored convention or meeting, as long as the employee has requested the leave at least one (1) workweek in advance.

Section 3 Sick Leave

A. An employee may use sick leave accrued in accordance with applicable law, regulations, and Agency policy. The use of sick leave is an employee benefit to be used by the employee in accordance with the specific procedures of this Article for

absences required by illness, injury, medical appointments or certain circumstances involving contagious diseases under applicable laws and/or regulations.

B. The Agency may require an employee to furnish acceptable evidence to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays or a lesser period when determined necessary. In addition to medical certificates, acceptable evidence may include self-certification. Management determines the acceptability of any submitted evidence.

C. Where the Agency suspects abuse of sick leave based on a pattern of usage, the Agency may inquire further and ask the employee to explain the pattern of usage. Absent an acceptable explanation, the employee may be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent request for approval of sick leave, regardless of duration. If the employee's leave pattern continues, the employee may be placed on a written sick leave restriction. The sick leave usage of an employee under sick leave restriction will be reviewed at least every six (6) months and a written decision to continue or lift the restrictions made. If the review shows significant improvement, the supervisor will lift the restriction. If sick leave abuse recurs within 12 months of terminating the original restriction, the employee may be placed back on sick leave restriction without further counseling. Documentation of a sick leave restriction will remain in an employee’s e7b File for no more than twelve (12) months from the date the restriction was lifted.

D. An employee will not be required to furnish a medical certificate on a continuing basis if the employee suffers from a chronic condition that does not necessarily require medical treatment, although absence from work may be necessary and the employee has furnished medical certification of the chronic condition. The Agency may annually request updated medical certification.

E. Except for an emergency, an employee may only leave the work site to attend an Agency contracted Federal Occupational Health (FOH) Unit when he/she has received the prior approval of the Agency. An employee who returns to duty within a reasonable time will not be charged with leave. Should the employee be unable to return to duty, they may request leave in accordance with the provisions of this Article. In these instances, no employee will be required to furnish a medical certificate to substantiate the use of leave for that one (1) day only.

F. An approved absence which would otherwise be chargeable to sick leave may be chargeable to other leave or leave without pay at the request of the employee with the Agency’s approval.

G. Alcoholism and substance abuse are recognized by the Agency as treatable health problems. As a result, the Agency shall encourage employees who are experiencing difficulties with alcoholism and/or substance abuse to avail themselves of the existing employee counseling services and/or participate in a recognized treatment program. An employee's absence for attendance and participation in such a recognized treatment program shall be covered by sick leave or leave without pay at the employee's request in accordance with the provisions of this Article.

H. Sick leave will be granted consistent with applicable laws, rules and regulations for personal medical needs, general family care, bereavement, or care for a family member with a serious health condition.

Section 4 Unanticipated Use of Leave

A. If the use of annual leave or sick leave cannot be anticipated, the request for approval shall be called in by:

1. the end of the morning flexband (i.e., 7:30 for flexible 4/10 employees; 8:30 for flexible 5/4-9 employees and 9:30 for flextime employees); or

2. the time the employee is required to report for training or a scheduled work activity.

B. Absent unusual circumstances, employees may not call earlier than the normal time the office/facility is open for employees to report to work.

C. Contact will be made with the employee's immediate supervisor or, if unavailable, another leave approving official (LAO). If the employee is unable to make contact, any responsible person can make the notification. Employees will notify the immediate supervisor or other LAO of their need for leave, the amount and type of leave requested, and a phone number where the employee can be reached.

~~D.~~ If neither the immediate supervisor nor other LAO is available, employees may utilize voice mail, where it exists, to notify the immediate supervisor or other LAO of their need for leave, the amount and type of leave requested, and a phone number where the employee can be reached. If the employee does not contact the LAO during the reporting period, the LAO will not record the leave status until the end of the scheduled workday, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the workday, the absence may be charged to Absence Without Leave (AWOL). Management may later change the employee's leave status for good and sufficient reason.

~~E.~~ If the employee's need for leave extends beyond the original request, the employee will promptly contact the LAO to request additional leave in accordance with this Section.

Section 5 Advanced Annual Leave

A. An employee may be advanced the lesser of 80 hours or the amount of annual leave an employee would accrue during the remainder of the leave year (i.e., maximum of 80 hours in the leave year). This provision does not apply to employees who are currently on a leave restriction or who have been disciplined for leave related offenses in the past two years.

Section 6 Advanced Sick Leave

A. Employees who are incapacitated for duty because of serious illness**,** pregnancy, childbirth**,** or disability may be advanced sick leave. The Agency may advance up to 30 workdays for full-time employees and a proportionate amount for part-time employees.

B. Sick leave may be advanced to employees when the following conditions have been satisfied:

1. All available accumulated sick leave is exhausted;

2. The employee is eligible to earn sick leave;

3. The employee has a minimum of 1-year Federal civilian service;

4. The employee does not have a current letter of warning or disciplinary action properly proposed or effected for abuse of sick leave;

5. The employee's request does not exceed thirty (30) workdays;

6. The request for advanced sick leave is supported by an acceptable medical certificate substantiating a serious health condition of the employee or family member. Generally, a serious health condition means an illness, impairment, or physical or mental condition that involves; inpatient care and subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider;

7. There is no reason to believe the employee will not return to work after having used the leave.

C. Employees may be advanced sick leave for purposes related to the adoption of a child.

D. There is no limit on the number of times an employee may request and be granted advanced sick leave, as long as the advanced sick leave balance does not exceed two hundred and forty (240) hours. The Agency must consider each request for advanced sick leave on its individual merits and in accordance with the criteria described above.

Section 7 Other Leave Provisions

A. Religious Compensatory Time

1. Employees may earn and use religious compensatory time in accordance with Agency policy and government-wide regulation**.** Additional information can be found at Personnel Policy Manual (PPM) Chapter S630_17.

B. Military Leave

The Agency will provide members of the military and their family members, if employees of the Agency, with all of the military leave entitlements and flexibilities available under law and appropriate regulations. The Office of Personnel (OPE) website will provide the latest information regarding the various Military Leave entitlements and flexibilities and will provide a link to the OPM Website outlining military leave entitlements and flexibilities.

C. Court Leave

In accordance with law and government-wide regulations, an employee is entitled to court leave to serve on a jury or to participate in a non-official capacity as a witness in judicial proceedings in which the United States, the District of Columbia, a state, or local government is a party. Upon being notified an employee needs court leave, the Agency, if requested, will advise the employee as to his/her rights to overtime, fees, travel expenses, and other appropriate compensation. Employees should request court leave in the Agency designated time and attendance system and provide their LAO with the court order, subpoena, or summons.

D. Voluntary Leave Transfer Program

The Agency will continue to administer a voluntary leave transfer program in accordance with appropriate rules, regulations, and agency policy. Under this program, employees may donate annual leave to an approved recipient who is affected by a current or recent medical emergency.

E. Emergency Leave Transfer Program

If OPM establishes an emergency leave transfer program to assist employees affected by an emergency or major disaster, SSA will consider participating and establishing such a program to assist SSA employees.

F. Leave for Maternity/Paternity and Adoption Reasons

1. The Agency will grant leave for maternity, paternity, and adoption reasons to the full extent allowed by law. Such leave may include, but is not limited to, LWOP, sick leave (when appropriate) or annual leave.

2. The employee should request leave for maternity/paternity/adoption reasons at least three months in advance. The request should include the type(s) of leave and approximate dates.

3. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement and also when the employer cannot accommodate a pregnant employee's request for modification of duties when supported by acceptable medical evidence. Sick leave will also be granted for adoption purposes in accordance with law, rule, regulation and agency policy.

4. Additional periods of leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period.

5. The Agency may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue to work before delivery or return to work after delivery.

G. Bereavement Leave

Employees may use up to 104 hours (13 days) of sick leave each leave year for general family care and bereavement. Bereavement includes making arrangements necessitated by the deaths of family members and/or attending funeral services for family members. The definition of the immediate family for the purpose of this section shall include the following: mother, father, mother-in-law, father-in-law, spouse, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandparents-in-law, any individual related by blood or affinity whose close associate with the employee is the equivalent of a family relationship or other persons with whom the employee shares a domicile. Leave may also be granted for a period of emotional bereavement caused by a death in the employee's immediate family in accordance with this article.

H. Religious Leave

An employee may be granted leave or leave without pay for a workday that occurs on a religious holiday, so long as the employee requests such leave three (3) workdays in advance.

Section 8 Excused Absence

A. Emergency Situations

The Agency will follow 5 USC 6329c (Weather and Safety Leave), applicable regulations (e.g. 5 CFR Part 630 Subpart P), and Agency policy in the event of a full day closure, delayed opening, or early dismissal.

~~1.~~ All employees are to presume that the office is open each regular workday unless specifically announced otherwise. The Agency will announce a full-day closure or delayed opening. Depending on the circumstances of the particular situation, attempts will be made to make a decision and announce it as early as possible. Reasonable efforts will be made to inform all employees of the emergency situation. Accordingly, Management may elect to use media, email, the Mass Emergency Notification System (or similar technology), Emergency Hotlines, and other methods determined by management as appropriate and available. Employees should be advised that, when emergency conditions develop during non-working hours, they should follow the Agency's specific instructions.

2. When an announcement is made that an office will open late, employees on flextime will revert to their established fixed shift for that day. Flextime is canceled. If the announcement is made too late to effectively cancel flextime for all employees, employees who report and begin to work will be permitted to leave when they have completed the number of hours in their scheduled workday or the end of their established schedule whichever comes first.

3. In inclement weather and other emergency situations when the office is not closed, the Agency may grant up to two (2) hours of administrative leave to those employees arriving after the beginning of core hours or scheduled start time. The granting of such leave is contingent upon the LAO determining that the employee made reasonable efforts to arrive timely and was delayed by the conditions.

4**.** When management determines that exposure to unsafe or unhealthy working conditions may result in the likelihood of illness or injury, employees will be assigned to work in a safe and healthy area in the same office, or deployed to

another installation or Alternate Duty Station (ADS), or granted an excused absence.

B. Voting

The Agency will excuse employees for a reasonable time, when practicable to do so without seriously interfering with operations, to vote in any election or referendum on a civic matter in their community. An employee will be excused from duty on Election Day so as to permit him/her to report for work up to three (3) hours after the polls open or to leave work up to three (3) hours before the polls close, whichever results in the lesser amount of time off. The Agency will notify employees of this right annually and shall encourage employees to vote and utilize voting options such as early voting, mail-in ballots, etc.

C. Blood/Platelet Donation

The Agency may**,** consistent with operational needs**,** ~~to~~ excuse an employee who is donating blood without compensation for a reasonable amount of time; normally up to three (3) hours, for the purposes of donation and recovery. Employees who donate blood platelets without compensation through a Hemapheresis Program will normally be authorized up to four (4) hours of excused absence. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood/blood platelets is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. Absence for blood/platelet donations must be approved in advance.

D. Bone Marrow or Organ Donation

Employees who serve as donors for bone marrow, organ and tissue donation, and transplantation are entitled to leave in accordance with law and/or government-wide regulations. Additional information can be found at PPM Chapter S630_9.

E. Continuing Legal Education

1. The Agency has determined that employees who are members of the bar (state, territory or District of Columbia) which requires continuing legal education (CLE) as a requirement for bar membership may be granted a reasonable amount of administrative leave by the LAO to meet the minimum credit hour requirements of that state, territory or District of Columbia provided that the training or educational opportunity is not provided by the Agency, and which qualifies to meet those credit hour requirements. Time will only be granted to attend CLE training scheduled during duty time and must be scheduled in advance with approval of the LAO.

2. In situations where an employee has an active membership in more than one bar (state, territory or District of Columbia), he or she may receive administrative leave sufficient to obtain the number of CLE hours necessary to maintain an active membership in the bar with the lesser CLE requirement.

3. The Agency shall grant administrative leave on the day of the CLE training for travel to and from the nearest location where such training is available.

Section 9 Leave Without Pay

A. Except where required by law and regulation (e.g. Family Medical Leave Act (FMLA), Office of Workers Compensation Program (OWCP))**,** leave without pay (LWOP) is not a right which accrues to an employee and may not be demanded by an employee. However, nothing precludes an employee from requesting LWOP for any purpose.

B**.** Consistent with government wide rules and regulations, employees have a right to LWOP when an employee makes a request under the Family and Medical Leave Act, or the Expansion of the Family and Medical Leave Act and meets the criteria for that program. Additional information on FMLA can be found on the Office of Personnel (OPM) website and at Personnel Policy Manual (PPM) Chapter S630_4.

C. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave.

******2014 ARTICLE 17 – AWAITING FINAL 2019 VERSION FROM FSIP******

ARTICLE 17
Telework

Section 1 Purpose

The purpose of this Article is to establish a uniform Telework Program that permits eligible NTEU bargaining unit employees to perform Agency assigned work or other Agency approved activities at a management-approved alternate duty station (ADS). This Telework Program replaces all other Telework programs and practices for NTEU bargaining unit employees. The Agency is committed to offering telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained in this Article, taking into account requirements of the position, performance of the employee, impact on organizational performance, and availability of appropriate technology. The agency supports the broadest use of telework by eligible agency employees to the extent that it maintains or enhances employee performance, cost savings and agency operations.

The parties agree that telework requires a collaborative effort between management and employees and that the goals of telework include fostering a positive work culture and environment that will assist ODAR in maintaining a productive and high quality workforce. This program may serve as a recruitment and retention tool and allows participants the opportunity to balance work and home life demands, reduce commuting problems and contribute to a cleaner environment, improve productivity and improve employee morale.

Section 2 Definitions

A. Alternate Duty Station (ADS) – an employee requested and management-approved work site that is geographically convenient to the employee's official duty station (ODS). Specifically:

   1. An employee's residence as reflected in his/her Telework Program Agreement; or

   2. A Teleworking Center (often called a Telecenter) operated by GSA; or

3. Another SSA facility or office that may be closer to an employee's home and where there is space to accommodate additional agency employees.

Once the ADS is approved, the employee may only change the location of the ADS with prior management approval.

B. Official Duty Station (ODS) – the employee's official agency worksite.

C. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.

D. Telework Program Agreement – a written agreement between the supervisor and the employee defining the employee's obligations and responsibilities under the Telework Program.

E. Portable Work - work normally performed at the employee's ODS that can be effectively performed at the ADS. This work is part of the employee's regular work assignment or approved special work assignments.

F. Non Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee's physical presence at the ODS.

G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than one core day per week.

H. Scheduled Telework - The employee teleworks on a routine, regular, and recurring basis at ADS.

I. Episodic Telework - The employee teleworks on an occasional irregular basis at an ADS Episodic telework may include a temporary project, approved on a case-by-case basis, where the employee may work less than a full day at the ADS.

Section 3 Eligibility

Participation in telework will be voluntary and employees may withdraw at any time with advance notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

A. Not be under a Performance Assistance (PA) or Opportunity to Perform Successfully (OPS) plan;

B. Not currently be on sick leave restriction;

C. Not be in a probationary period, first year of a 2-year trial work period**,** or formal training status. However, employees in formal training or in a development program will be considered on a case-by-case basis. Formal training status does not include the normal progression of an employee through a career ladder. However, formal training status may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS.

D. Not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct For Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official government duties;

E. Complete appropriate agency Telework training;

F. Is willing to sign and abide by the conditions of the Flexiplace Telework Program Agreement (Appendix 1) and the self-certification safety checklist (Appendix 2). Once an employee is approved for participation in the Telework Program, it is understood that the general and specific work assignments set forth in the Telework Program Agreement may be changed.

G. Maintain at least an acceptable level of performance (e.g., successful contribution rating);

H. Has sufficient portable work to be completed at the ADS;

I. Not be excluded from participation by law, or by government-wide rule or regulation;

J. Use approved appropriate technology; and

K. Not have been disciplined within the preceding 12 months for misconduct that has a nexus to Telework. This 12-month period does not apply to employees who were terminated from Telework in accordance with Section 10 of this Article.

Section 4 ODS Shared Work Space

A. Employees who telework two (2) or less days per week will keep their workstation.

B. Employees who telework more than two (2) days per week may be required to share space with other employees in accordance with the September 24, 2015 Space Sharing MOU.

C. Management will make every effort to provide employees with a workspace at the ODS with an agency computer, phone including voicemail**,** and locked storage.

   The Agency agrees to make a five (5) drawer locking cabinet available from existing office inventory to each employee sharing space. If a five (5) drawer locking cabinet is not available, the Agency will provide a two (2) drawer locking cabinet.

D. Employees who are not required to share space may elect to move to an unoccupied, comparable workspace prior to management designating workspaces that will be used for sharing. Conflicts will be resolved by seniority order according to employee time in their ODS.

E. Employees may retain their chairs when sharing space.

F. An employee whose workspace was modified or adjusted due to an approved reasonable accommodation request will not be required to share space unless management can reasonably accommodate the employee in a comparable shared workspace to perform his/her assigned duties.

Section 5 Telework Procedures

A. Work performed under a Flexiplace/Telework arrangement may be scheduled or episodic.

B. Requests to Participate in Telework

1. Scheduled Basis

Employees may request to participate in the Telework program during the months of February and August by submitting a Telework Program Request and Self-Certification Safety Checklist Form and Telework Program Agreement (Exhibits 1 and 2). Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee during the February and August timeframes. Approving officials will re-evaluate existing schedules during the relevant six-month request period, as appropriate.

2. Episodic Basis

Employees may apply at any time to participate in episodic telework to work on a specific assignment. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the assignment, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Emergencies and Other Requests

A. Employees with a bona fide emergency may request participation in scheduled telework or a change in his/her telework day(s) outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.

B. Management will also timely consider non-emergency requests to change a scheduled telework day or participate in telework outside the normal request times.

C. Staff Coverage

If the number of eligible employees requesting to Telework on a given workday exceeds the coverage requirements, approval will be made based on seniority order according to employee time in their ODS.

If coverage problems necessitate suspending scheduled telework agreements, it will be accomplished in inverse seniority order according to employee time in their ODS. The local representative will be notified as soon as practical regarding the suspension.

Section 6 Hours of Work and Employee Availability

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Union officials may use union time at the ADS in accordance with Article 8.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 15 of the 2014 SSA-NTEU National Agreement will apply to those employees who work at an ADS. With prior management approval, employees with an approved telework agreement may earn credit hours and work daily overtime at the ADS if the employee was already working at the ADS when the period of credit or overtime begins. With prior management approval, employees with an approved telework agreement may earn Saturday credit hours and work weekend overtime at the ADS

Requests for leave will be handled in accordance with Article 16 of the 2014 SSA-NTEU National Agreement and the March 27, 2014 WebTA MOU.

A. Office Closure/Early Dismissal/Late Opening

If there is a full day closure, an early dismissal, or late opening at the ODS, and the employee is working at their residence as the ADS, the employee is required to complete a full workday, unless the employee takes appropriate leave. If the ADS is a telecenter or another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties, etc. that impact the employee's ability to perform ODAR assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If the employee is required to report to the ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day. However, the employee's telework day may be temporarily switched to another day with management's approval.

C. Split Days at the ADS and ODS

Employees may not split a regularly scheduled telework day between the ADS and the ODS, unless the employee is required to report to the ODS or in accordance with the Space Sharing MOU.

D. Telephones

1. When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods. Employees are only required to provide a personal phone number to their supervisory chain.

2. The employee's break and lunch periods will be defined in the employee's Telework Program Agreement.

3. While at the ADS, the employee is responsible for retrieving, and responding in a timely manner to voice mail left at both the ADS and the ODS.

4. Employees will not be reimbursed for any out-of-pocket expenses related to telephone calls. If employees anticipate a need to place long-distance or toll calls for work, they may request a government phone card for such calls.

5. ODAR will provide the employee with general office supplies needed to work effectively at the ADS.

E. **Additional Communication Methods**

Management may require that the employee enable a pre-programmed e-mail reply (e.g. "Out of Office Assistant") to be sent in response to all incoming e-mail on the day(s) that the employee is working at the ADS.

Management may require that employees be signed into Lync or similar technology while working at the ADS. An employee's Lync indicator (or similar technology) should accurately reflect their work status.

Management may also require that employees be available via video while working at the ADS after a one-year pilot. Employee participation in the pilot will be voluntary. The Agency agrees to provide training on use of video and that employees will receive reasonable advance notice, normally 30 minutes, of mandatory video calls. The Telework Committee will monitor the pilot and provide a report to the Chapter President and/or designee and the Agency at the conclusion of the pilot.

F. Telework Suspensions

Reasonable advance notice, normally 24 hours if practicable, will be provided when employee(s) may be required to report to their official duty station for situations such as previously scheduled training, conferences, meetings or to perform work on a short-term basis that cannot otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees may resume telework as soon as the suspension is over.

Employees may voluntarily suspend telework by notifying their supervisor in advance. Employees may resume their telework schedule by notifying their supervisor.

G. Call Backs

Employees may be called back to the ODS in the event work issues arise which cannot be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. This time is considered duty time.

Transportation between the ADS and the ODS does not entitle the employee to reimbursement for official travel.

H. In-Lieu of Days

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed an “in-lieu of” telework day. However, employees will be allowed to schedule an in-lieu of telework day by the end of the following workweek. If an employee is not able to schedule the in-lieu of day by the end of the following workweek due to a holiday or the employee’s leave, the employee forfeits the in-lieu of day.

Employees are also not guaranteed replacement time if a telework day falls on a holiday. However, the employee’s telework day may be temporarily switched to another day with management’s approval.

Section 7 Environment and Security

A. Work site

If the ADS location is in the employee's residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary to perform the employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc. deemed necessary by management to perform work at the ADS. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The ODAR is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Agency as provided for by law and regulation.

B. Workers' Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the Agency's policy and procedures concerning workers' compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties.

C. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of the official duty station.

D. Security/Safeguarding Work

Employees working at the ADS are bound by agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

E. Home Inspections

Management may inspect the ADS prior to approving telework to ensure conformity with the conditions set forth in the Telework Program Agreement and Self-Certification Safety Checklist. Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect non-work space in the ADS.

F. Agency Owned IT Equipment

Subject to the availability of resources, the Agency will provide appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees' homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access.

Section 8 Accountability and Evaluation of Work

Management will evaluate work performed at the ADS in accordance with the Telework Program Agreement and in accordance with Article 21 of the 2014 SSA-NTEU National Agreement. Employees are expected to complete their official duties at the ADS in the same manner as at the ODS.

Management may require employees on telework to account for their work performed at the ADS.

Section 9 Employee Conduct at the ADS

All laws, government- wide rules, government- wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

Section 10 Termination from the Telework Program

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee's participation in the Telework Program if:

1. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or

2. The employee fails to comply with any of the conditions set forth in the Telework Program Agreement; or

3. The employee fails to comply with the provisions of this article; or

4. There is a consistent diminishment in the employee's performance at the ADS in comparison to performance at the ODS.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination.

An employee, who has been removed from the Telework Program, may reapply for Telework at the first application cycle following a 6-month termination period. However, employees who successfully complete a PA may reapply for Telework immediately following the end of the 6-month termination period. Management will consider individual circumstances when considering the effective date of removal from the program.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements.

Sidebar to Article 17 Telework

Telework Pilot for Decision Writers

1. Effective October 31, 2016, NTEU Bargaining Unit Employees (BUEs) in the National Case Assistance Centers (NCAC), National Hearing Centers (NHC), and Regional Writing Units will be allowed to Telework up to 4 days per week. Requests for the 4th day should be submitted during a Monday, October 3 to Friday, October 14, 2016 request period.

2. Effective with the first full pay period effective October 2017, up to two (2) NTEU BUEs per hearing office may Telework up to 4 days per week. Requests should be submitted during the August 2017 request period. BUEs will be selected based on employee time in a hearing office.

3. BUEs electing to work a 4/10 Alternate Work Schedule (AWS) may Telework a maximum of 3 days per week. BUEs electing to work a 5/4/9 AWS may Telework a maximum of 3 days in weeks they are scheduled to work 4 days and a maximum of 4 days in weeks they are scheduled to work 5 days.

   Should, during the life of this agreement, AFGE-represented and non-bargaining unit employees become subject to a requirement that they work on closure days if on scheduled telework, then Paragraph #4 below is implemented for the Telework Pilot for Decision Writers.

4. Employees electing to schedule Telework 4 days per week and who are scheduled to work at the Official Duty Station (ODS) on a day when the ODS is closed must Telework at the ADS on that day. Therefore, employees scheduled to Telework 4 days per week must take their laptop home every day. Employees who do not have their laptop must request leave for that day. (Implementation Suspended)

ARTICLE 18
Details

Section 1

For the purposes of this Agreement, a detail is defined as the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her regular duties at the end of the temporary assignment.

A. The Agency agrees that an employee who is detailed to a higher graded position for more than thirty (30) consecutive calendar days will be temporarily promoted to that position, effective with the beginning of the first full pay period of the detail providing the employee meets the appropriate qualification standards and time-in-grade requirements.

B. The Agency has determined that it will refrain from rotating assignments to employees solely to avoid compensation at the higher level.

C. Selection for details will be accomplished in a fair and equitable manner.

D. Once an employee is placed on a detail, the Agency may determine that the employee's services are no longer required for that detail, or that it is desirable to place another employee in the position. Consistent with law, regulation, and agency rules, the employee will then be returned to his/her permanent position.

Section 2

When an employee is detailed to a higher graded position for more than thirty (30) days, but is not eligible for a temporary promotion, and the employee performs at an acceptable level of competence in a higher graded position, such performance may be cause for issuing an award to that employee.

Section 3

Assignment to or removal from details will not be used in-lieu-of disciplinary or adverse actions.

Section 4 Compassion Details

Employees may request compassion details of up to 60 days based on a personal situation (e.g., illness of parent, etc.). The employee must submit a written request stating the nature of the personal situation, a prioritized list of office(s) for the detail, and the anticipated length of the detail. Detail approval is at the discretion of management. The Agency will incur no costs from compassion details. An employee may request additional time under these same conditions.

ARTICLE 19
Employee Reassignment Requests

Section 1 Purpose

The purpose of this Article is to establish a uniform policy for the voluntary, non-reimbursable reassignment of NTEU bargaining unit members to similar or like positions in other NTEU represented hearing offices through the electronic 4100 general availability process.

Section 2 General Availability

Employees may request a reassignment or change to lower grade via the electronic 4100 process or the equivalent process. Employees offered a reassignment or change to lower grade under this provision will not be eligible for reimbursement of relocation expenses.

A. The employee will identify the position(s) and location(s) for which they are requesting reassignment or change to lower grade via the electronic 4100.

B. The employee will submit an SSA-45 and current performance appraisal with the electronic 4100 request to the Servicing Personnel Office (SPO).

C. Management will request a list of employees who have submitted a 4100 request at any time that they are considering filling a position by reassignment. Management will have the sole discretion whether or not to use the 4100 process reassignment process or its equivalent to fill vacancies.

D. When the Agency decides that it will fill a position using the 4100 process, it will consider only employees whom the Agency determines meet the minimum qualifications for the position(s).

E. If management decides to select an employee from the list of reassignment eligibles, the employee will be required to report to the new duty location within 60 days unless the parties agree otherwise.

F. The SPO will notify the employee if he/she is referred but not selected for reassignment within five (5) working days of the non-selection.

G. Requests submitted under this procedure will be considered for one year following receipt by the Agency.

H. Employees may submit a revised or new electronic 4100 request at any time.

Section 3 Hardship Reassignments

A. An employee may request a voluntary, non-reimbursed hardship reassignment to another NTEU covered office by sending his or her written request**,** SSA-4100, and an SSA-45 to the OCALJ's designated mailbox along with copies to the designated mailboxes of the RCALJs of the potential gaining and losing regions. The request should include an explanation of the circumstances surrounding the hardship, and documentation concerning the situation or condition that gave rise to the request.

B. When identifying offices desired on the SSA-4100, the employee should identify an order of preference if more than one location could alleviate the hardship. Only one SSA-4100 is required even when an employee requests multiple locations. If an employee wishes to be considered for other positions within his/her component, the employee must submit documentation to support his/her qualifications for the other positions.

C. A hardship is defined as a set of circumstances that:

1. Are beyond the employee's control;

2. Arose after the employee accepted his/her current position; and

3. Are so severe that they jeopardize the employee's or family member's health or financial security.

D. The Employer will give good faith consideration to any request for a hardship reassignment based upon factors including, but not limited to the following:

1. Workload considerations in the gaining and losing offices.

2. Space availability in the gaining office.

3. The reasons for the hardship.

4. An employee's disciplinary history.

E. An employee who accepts a hardship reassignment must report to the new office within sixty (60) days or as mutually agreed by the parties.

Section 5 Eligibility

A. An employee must have completed two (2) years of continuous service with the Agency to be eligible for a hardship reassignment. A request for hardship reassignment will not be accepted if it is sent prior to the two (2) years of continuous service.
B. An employee who has been placed on an opportunity to perform successfully (OPS) plan is not eligible for a hardship reassignment. The employee may again request a hardship reassignment once he/she successfully completes the OPS.

C. Reassignments made under this Article are at the request of the employee and are primarily for the benefit of the employee. All expenses related to any reassignment approved under this Article will be paid by the employee.

ARTICLE 20
Merit Promotion

Section 1 Purpose and Policy

The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disability, age, genetic information, gender identity or sexual orientation and shall be based solely on job-related criteria. This article sets forth the merit promotion system, policies, and procedures applicable to bargaining unit positions.

Section 2 Career Development Programs

A. The Agency will determine when to offer career development programs to prepare employees for potential jobs or assignments. Such programs will be offered depending on the availability of funds and the needs of the Agency. The Agency will publicize all career development programs when they are announced. Announcements will contain specific application instructions.

B. Career development programs will provide opportunities for temporary developmental assignments to increase knowledge of SSA programs and work processes.

C. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs.

D. Career development for individual employees shall be encouraged through establishment of an Individual Development Plan (IDP).

1. The administration agrees, on an annual basis, normally the first quarter of the calendar year, to provide information and assistance, if necessary, to employees for the purpose and means of establishing IDPs. The approving management official will also be identified.

2. Because of the nature of their appointments, IDPs are not appropriate for term or temporary employees.

3. Employees may initiate IDPs through their designated management official. The designated management official will, if requested, assist the employee in the

preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the designated approving official and the employee will be notified of approval/disapproval or the need for modification.

4. IDP information will be available to employees on an agency website.

Section 3 Career Ladder Positions

Career ladder positions help develop employees to successfully perform higher-level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge, as compared to the journey level responsibilities. The responsibilities at each level of the career ladder position will be conveyed to employees.

Section 4 Career Ladder Advancement

A. At the time the employee reaches his/her earliest date of promotion eligibility, the Agency will decide whether to promote the employee.

   1. An employee in a career ladder position will be promoted on the first full pay period after the minimum time-in-grade and experience requirements have been met, if the employee has demonstrated the ability to perform at the next higher grade in the career ladder.

   2. If an employee is not meeting the criteria for promotion, the employee will be provided with a written notice.

   3. In the event that the employee met the promotion criteria but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.

B. At any time management and/or the employee recognizes an employee's need for assistance in meeting the career ladder advancement criteria, management will develop a plan to assist the employee in meeting the criteria. The plan should include all applicable training as well as any other appropriate support.

   If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Agency may,

1. provide the employee with additional time to meet the promotion criteria or the employee may be assigned to another position at the same grade and step.

Section 5 Applicability of Competitive Procedures

Competitive procedures apply to the following actions:

A. Promotions - Any selection for promotion must be made on a competitive basis unless it is excluded by Section 6 below.

B. Reassignments/Changes to Lower Grade - Any selection to a position that provides promotion to a grade above the full performance level of the employee's current position or the highest grade ever held on a permanent basis.

C. Details - Competitive procedures will be applicable to any selection for detail of more than 120 days to a higher-grade position, to a position with known promotional potential, or to a position which provides specialized experience required for subsequent promotion to a designated higher-grade position.

D. Training - Competitive procedures will be applicable to selections for training when eligibility for promotion to a particular position depends on whether the employee has completed that training.

E. Appointments - Competitive procedures apply to the transfer of a Federal employee or to the reinstatement of a former Federal employee to a position above the highest grade previously held permanently or to a position at or below that grade if the position has promotional potential above the highest grade previously held permanently. The employee must not have been demoted or separated for cause from the higher grade(s) and be identified as a well-qualified candidate with eligible SSA employees to be eligible for appointment. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to both SSA employees and persons being considered for appointment to higher-graded positions above the highest grade previously held permanently by transfer or reinstatement.

Section 6 Applicability of Noncompetitive Actions

The following actions may be taken on a noncompetitive basis unless otherwise provided:

A. Promotion of the incumbent in a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities and not a planned

management action. To be eligible for a noncompetitive promotion in this situation, the employee must have performed the higher-level duties for at least 6 months, must have continued to perform the same basic function, and the employee's former position must be absorbed administratively into the new position.

B. Promotion of an incumbent or an individual entitled to reemployment rights to a position that is reclassified to a higher grade without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of correction of an original classification error. When the incumbent of the upgraded position meets the legal requirements and qualification standards for promotion to the higher grade, the incumbent will be promoted.

C. Promotion of an employee previously selected competitively for a lower step of a career ladder.

D. Promotion after receiving priority consideration.

E. Promotion of an employee when directed by authorized authorities (e.g., judges, arbitrators, FLRA, and other appropriate authorities).

F. Noncompetitive reinstatement, transfer, or promotion of an employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or for cause reasons.

G. Temporary promotions to a higher grade totaling 120 days or less during any 12-month period. If a temporary promotion which was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures.

H. Reassignment or change to a lower grade (demotion) from one position to another having no higher promotional potential.

I. Promotion of an employee covered by an approved training agreement.

J. Details of 120 days or less to a higher-grade position (see Section 15 of this article).

K. Details of 120 days or less to a position at the same or lower grade with known promotional potential, or to a position which provides specialized experience required for subsequent promotion to a designated higher-graded position.

L. Details to a position at the same or lower grade with no known promotion potential, or to a position which does not provide specialized experience required for subsequent promotion to a designated higher-graded position.

M. Details to unclassified duties.

N. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and office, provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.

O. Transfer of a Federal employee or reinstatement of a former Federal employee (including conversion or reinstatement from a temporary appointment) to a position at the same or lower grade than the highest permanent grade held under a career or career-conditional appointment provided the employee was not demoted or separated for cause from a higher grade and also provided that the position does not have known promotional potential to a grade higher than the highest permanent grade held.

P. Reinstatement to the same career ladder position for which an employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotional potential.

Q. Reinstatement of a former SSA employee to a position which is the higher-graded successor to a position he/she previously held. Such reinstatements may be made noncompetitively when classification of the successor position is based on the establishment of a new position classification standard or the revision of a position classification standard.

R. A position change permitted by reduction-in-force regulations.

S. Selection from the re-employment priority list.

T. Reassignment or promotion in accordance with SSA instructions for those employees entitled to retain grade and/or pay.

U. Selection from an OPM approved Register or delegated examining unit certificate of eligibles.

Section 7 Vacancy Announcements

A. All actions requiring the use of competitive procedures under this Agreement will be announced on the SSA Intranet, e.g. Internal Vacancy On-Line (IVOL), USAJobs or equivalent.

1. Individual vacancy announcements will remain open and posted for fifteen (15) workdays.

2. Open continuous announcements will remain posted at all times unless the Agency decides to discontinue these announcements. An employee may file at any time as outlined in the vacancy announcement. The cutoff date for applicants to be considered for a specific vacancy will be the date the request to fill the vacancy is received in the Servicing Personnel Office (SPO). Applications after that date will be considered for future vacancies.

3. Any vacancy announcement may be cancelled at any time.

4. If a vacancy announcement has been posted and is later found to contain a substantial error concerning items listed in B below, then the announcement will be amended if the selecting official still intends to fill the position under the competitive process. The amendment should cite the change(s) and indicate whether the original applicants need to re-file in order to be considered.

B. The vacancy announcement will contain at least the following information:

1. Statement of nondiscrimination;
2. Announcement number(s) and opening and closing dates;
3. Position number(s), title(s), series and grade;
4. Number of vacancies to be filled;
5. Organizational and geographical location;
6. Area of consideration;
7. Time in grade requirements, if any;
8. Summary of qualification requirements;
9. Hours of work and/or the availability of alternative work schedule options;
10. If appropriate, a statement that the vacant position is a trainee position leading to a noncompetitive promotion;
11. Statement of known promotional potential, if any;
12. Permanent or temporary nature, and duration, if temporary;
13. The filing instructions;
14. Name and telephone number of the personnel specialist or other individual to contact for specific assessment criteria and other information relating to the announcement.

Section 8 Areas of Consideration

A. The area of consideration will be region wide.

B. When solicitation throughout the normal area of consideration would be impracticable because of operational needs, the Agency can reduce the area of

consideration. The vacancy announcement will identify the reduced area of consideration.

C. When the area of consideration is not expected to produce an adequate number of best qualified candidates for the selecting official's consideration, the Agency can expand the area of consideration. The vacancy announcement will identify the expanded area of consideration.

D. Automatic Areas of Consideration

An area of automatic consideration consists of employees who are identified as candidates for a vacancy without being required to apply. An area of automatic consideration will be used together with a vacancy posting procedure and applicants will be assessed with those in the automatic area of consideration. If the area of automatic consideration and the normal area of consideration are the same, and the employees are not required to apply, a vacancy announcement will still be posted for informational purposes.

1. When the Agency determines that certain employees can be expected to be interested in and qualified for a vacancy, these employees may be identified as being in an area of automatic consideration.

2. Applicants in the area of automatic consideration need not file in order to be considered for such a vacancy unless the announcement specifies that they must file in order to address specific assessment criteria.

3. An area of automatic consideration will consist of all qualified and eligible employees in the area of consideration at the next grade level below that of the vacancy, except that for positions in a line of work classified at two-grade intervals or for which there are no other positions within the organizational entity at the next lower grade, the area of automatic consideration will consist of employees two grades lower.

E. When filling a higher graded position which has been created by reengineering the duties of one or more lower graded position(s), the area of consideration will be restricted to the incumbents of the lower graded position(s).

Section 9 Employee Applications

A. Who Must File

To be considered for an announced vacancy, an employee must file the appropriate application (as described in the announcement) unless the employee is in an area of

automatic consideration. Where an area of automatic consideration is used, an employee need not file unless the announcement specifies that the application is necessary in order to address specific assessment criteria.

B. Electronic Application Forms

Management will afford employees access and instructions so that they may use Agency computers to complete automated applications, e.g. IVOL, USAJobs or equivalent, for SSA positions. Access will be granted to the extent that computers, related equipment, and computer time are available and such use will not impede Agency operations. For the purposes of this Agreement, access includes a reasonable amount of time during an employee's working hours to prepare or modify his/her application.

C. Time Limits

1. Open-Continuous Announcements – An employee may file at any time as outlined in the vacancy announcement.

2. Individual Announcements – Applicants who wish to be considered for a posted vacancy must apply as required by the announcement. The appropriate application and any other documentation must be submitted in accordance with the timeframe specified in the announcement.

    a. If an employee's filing of an application is delayed beyond the closing date because the employee was awaiting information required by the vacancy announcement which a management official had agreed to furnish, the employee will have three (3) work days to submit the application following receipt of the information. The employee should include with the late application a brief note by his/her supervisor verifying the delay.

    b. Short-Term Absence – An employee on approved absence from duty for 1 to 3 weeks may file for a vacancy upon returning to duty. Employees absent throughout the entire open period of an announcement must apply within 3 work days following their return. The application must be accompanied by supervisory certification of the dates of absence. The SPO will arrange for the employee's consideration if the best qualified list (BQL) has not yet been furnished to the selecting official.

    c. Long-Term Absence – Prior to departure, employees who are scheduled to be absent in excess of three (3) weeks should provide the SPO with a written request to be considered for positions posted during their absence and a complete application. The request must cite the title, series, grade, and

specific organization location of each position for which they wish to be considered.

Section 10 Development of Evaluation Criteria and BQL Determinations

A. The Agency is responsible for developing/updating evaluation criteria.

B. The Agency will review the applications to ensure that applicants meet the minimum qualifications for the position. Applicants must be in good standing to participate in the merit promotion process.

C. The Agency will use promotion committees or automated processes, e.g. IVOL or equivalent, to rate applicants against the evaluation criteria. The rating will be applied consistently to all applicants.

D. If a promotion committee is used, the name(s) of the promotion committee member(s) will be documented in the announcement package.

E. Results of promotion committee work and employee information will be confidential and may not be provided to any of the applicants or to any unauthorized individual.

F. If a promotion committee is used, it will not contact applicants or solicit information from other sources regarding the applicants. Questions or concerns regarding the information provided by applicants should be referred to the personnel specialist.

G. The Agency may rank applicants in descending score order, determine which applicants have a score which is at least 50% of the total maximum points, and develop a tentative BQL. Promotional credit or points will not be given for non-competitively selected details.

H. Only applicants who earned at least 50% of the total maximum points may be considered for the BQL and referred to the selecting official.

I. The number of candidates to be included on the BQL is determined by the number of vacancies to be filled. For one vacancy, the BQL consists of the 15 highest ranked applicants who meet the 50% cut-off, plus ties for last place. For each additional vacancy, the BQL will include the next five (5) highest ranking applicants who meet the 50% cut-off, plus ties for last place.

J. If additional vacancies arise prior to certification of the BQL, the selecting official may request that the number of candidates referred for initial selection be based on the larger number of vacancies. Such requests will be documented in the announcement package.

K. Separate BQLs will be established for positions posted at more than one grade level or for more than one geographic location. The number of names referred on each list will be determined by the number of vacancies to be filled at each grade level or geographic location. If the number of vacancies to be filled at each grade level or geographic location is not specified, the number of names referred will be based on the total number of vacancies to be filled.

L. An abbreviated rating procedure may be used when the number of candidates to be rated is no greater than the number of names that would be included on the BQL for the number of vacancies to be filled. Applicants may be rated against the entire rating schedule or may be rated only up to the point where it is apparent that the applicant would or would not receive at least 50% of the total maximum score possible under the entire rating schedule.

M. The tentative BQL will be reviewed to ensure that the correct names and number of names have been included. After review, the personnel specialist will certify the BQL.

N. The certified BQL, with names listed in alphabetical order, and the applications submitted by the best qualified candidates will be given to the selecting official.

O. Previously certified BQLs may be amended to add the names of applicants who were erroneously excluded, provided that an initial selection(s) has not been made. No names should be removed from the amended list and the cut-off scores should remain the same. In these situations, the total number of names referred may exceed the number which would normally have been provided based on the number of vacancies.

Section 11 Selection

A. The selecting official may use all available information to determine the candidate(s) who merit promotion.

B. Selection interviews may be conducted with one or more of the candidates; if the selecting official elects to interview any candidates on the BQL, the selecting official must interview a total of at least five candidates or all candidates if there are fewer than five on the BQL.

C. The selecting official normally will make selection(s) within 90 calendar days of receipt of the BQL.

D. In the event of an unanticipated vacancy(s) in the same position and location as the posted vacancy occurring within six months of the BQL being issued, the selecting official may make additional selections from the BQL.

E. When a selection has been made, the Agency will arrange a release date, notify the employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the employee is scheduled to report. If due to administrative error, the personnel action was not processed in a timely manner, the promotion effective date will be made retroactive to the beginning of the pay period in which the employee actually reported.

F. Competitive selections will be posted on the SSA Intranet. Normally, the postings will be made within ten (10) work days after the close of the pay period during which the selection(s) was made effective.

Section 12 Employee Information

Employees are entitled to the following information upon request to the SPO about vacancies filled under the competitive provisions of this Article and for which they are/were under consideration:

A. Whether the employee was eligible and qualified for the position;

B. How his/her points were derived;

C. The cut off score for the BQL and whether the employee was included on the BQL, and

D. The name(s) of any employee(s) who was selected for the vacancy.

Section 13 Union Review of Competitive Actions

A. The Union will be permitted to review (i.e. audit) competitive selection actions taken under this Article for all bargaining unit positions, when the Union has reason to believe a discrepancy exists or when requested to do so by an employee. This may be done at any time after the vacancy announcement posting up to forty-five (45) calendar days after selection is made.

B. The Union will make the request to the SPO. The Union will provide the SPO with an updated written designation identifying the names of the Union designated union time users who are responsible for conducting audits. Any changes to the list will be

sent to the SPO in writing. The union time user designated to conduct the audit will not have been an applicant for the promotion package being audited.

C. Employees who believe they were improperly excluded from the BQL may request a review of the promotion package through the Union audit described above.

D. The SPO will make the pertinent records from that package available to the Union auditor within seven (7) work days of the receipt of the timely written request. The Union will treat information confidentially.

E. The Union may request additional information during the course of the audit.

F. If an employee was excluded from the BQL due to an error, the provisions of Section 14 of this Article will apply.

G. Employees who elect to use the grievance procedure rather than the Union audit procedure must adhere to the provisions of Article 28, Grievance Procedure.

Section 14 Priority Consideration

A. For the purposes of this Article, a priority consideration is the genuine consideration for noncompetitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory, or program violations. Employees will receive one priority consideration for each instance of improper consideration. A priority consideration does not give the employee a right or guarantee to be selected for any vacancy.

B. The procedures for processing priority consideration(s) shall be:

1. An eligible employee will be notified in writing by the SPO of entitlement to each priority consideration. Such notice will advise the employee that if a vacancy is announced and the employee wishes to exercise his/her priority consideration, he/she should submit the necessary application to the SPO with a written request that he/she wishes priority consideration for the vacancy.

2. Priority consideration is to be exercised by the selecting official at the option of the employee for an appropriate vacancy(s). An appropriate vacancy is one for which the employee is interested, is eligible, and which leads to the same grade level of the vacancy for which proper consideration was not given.

3. Prior to the referral of eligible candidates to the selecting official, the name(s) of the employee(s) requesting to exercise priority consideration will be referred to

the selecting official. The selecting official will make a determination on the request prior to evaluating other candidates for the vacancy.

4. An employee's election to exercise a priority consideration does not preclude that employee from also filing an application as specified in the vacancy announcement.

5. In order to ensure compliance with this Section, the Union will be furnished statistics on priority considerations granted, exercised, and the results. Statistics will be kept and provided to the Union on a quarterly basis. The Union will also be notified in writing of each individual priority consideration completed.

Section 15 Temporary Promotions

When employees are temporarily assigned to a position at a higher grade for a period in excess of thirty (30) days, the assignment must be made via temporary promotion effective the first day of the assignment.

ARTICLE 21
Performance

Section 1 Overview

A. The Performance Assessment and Communication System (PACS) uses a three-tier rating program for ratings on individual performance elements and for the summary appraisal rating.

   Most employees will be rated on four standard elements. PACS offers three summary appraisal rating of record levels with clear distinctions among those performance levels to differentiate between the highest performing employees (Level 5 – Outstanding Contribution), successful employees (Level 3 – Successful Contribution), and employees whose performance is failing (Level 1 – Not Successful).

B. Employees in developmental programs (e.g., EDP, LDP, and other Regional programs) may be placed on a developmental performance plan.

C. PACS is used to make certain personnel decisions:

   1. Within-Grade Increase (WIGI) - An employee who has attained an appraisal rating of "Successful" will be entitled to a within-grade increase, as long as current performance is consistent with an appraisal rating of "Successful."

   2. An appraisal rating of at least "Successful" is required in order to be considered for awards and/or promotions.

Section 2 Definitions of Commonly Used Terms

A. Performance elements are work assignments and responsibilities that are key to achieving the Agency's mission and goals and reflect the Agency's commitment to providing outstanding public service.

B. Critical element means a work assignment or responsibility of such importance that unacceptable performance in the element would result in a determination that an employee's overall performance is unacceptable.

C. Performance standard means the management approved performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, timeliness, and manner of performance.

Performance standards provide the framework for the expectations of what employees will accomplish and how it will be done. Employees are only rated on the standards that are applicable to them.

D. Performance plan means all of the written, or otherwise recorded, performance elements that set forth expected performance. A performance plan must include all critical and non-critical elements and their performance standards.

E. Alignment Statement is a standardized form that managers will provide to employees to facilitate discussion regarding how their work contributes to achievement of Agency goals and objectives. The statement may be supplemented with information about component goals and targets.

F. Rating of record means the performance rating prepared at the end of an appraisal period for performance of Agency-assigned duties over the entire period and the assignment of a summary level. There are three summary appraisal levels for the performance plan: Outstanding Contribution (Level 5), Successful Contribution (Level 3), and Not Successful (Level 1).

G. Progress review means communication with employees, comparing their performance to the performance plan.

H. Element Average is the average of the performance element ratings which is used to determine eligibility for awards. It is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings are added together, the total is divided by the number of performance elements and the resulting number is the Element Average. An Element Average is not computed when the rating on any element is at Level 1.

I. The appraisal cycle is from October 1 through September 30.

Section 3 Length of Appraisal Period

A. A rating of record will be prepared at the end of the employee's appraisal period and issued to the employee within 30 days of the completed appraisal period.

B. The minimum appraisal period for employees is 120 days. Employees must be under a performance plan for a minimum of 120 days to be eligible for an annual performance appraisal at the end of their appraisal period. Employees serving in a probationary period will not receive a rating of record until after completion of their probationary period.

C. Employees who have been under their performance plan for less than 30 days and are approved for an extended absence in excess of 150 days will begin a new minimum appraisal period upon their return to duty. This does not preclude ~~the~~ management from considering the employee's performance during the period the employee was under the performance plan for less than 30 days.

Section 4 Expectation Discussions

A. At the beginning of the appraisal period, management and the employee will meet to discuss the performance expectations in order to arrive at a full and complete understanding of what is required to achieve the successful contribution performance level described in the plan. Expectation discussions provide meaningful context to performance standards and provide a means to align employee contributions to Agency goals and objectives.

B. The discussion will also include an explanation of the performance plan terminology, the method(s) to be used to determine the level of performance in each element, the nature and type of work product or other result to be reviewed, or otherwise monitored. The discussion may also include examples, which may be standardized for like positions, of the performance requirements for the Successful Contribution Level.

C. An employee shall not be rated on a performance standard that was not disclosed to him/her as part of a written performance appraisal plan or that relates to work that the employee did not perform.

D. If there are numeric expectations, they will clearly be identified in the employee's performance plan. If there are quality expectations, they will be identified in the employee's performance plan.

E. Management will document the expectations discussed with the employee. Standard expectations may be developed for standard positions. This documentation will be filed in the employee's SSA-e7B Extension File (or successor program) as part of PACS. The employee may place a rebuttal in the SSA-e7B.

F. Subsequent expectation discussions should be held when there is a change in the work situation such as:

1. a detail,

2. a change in component goals or objectives, or

3. a return to duty from an extended absence of one hundred and twenty (120) days or more.

Section 5 Appraisal Period Mechanics

A. Issuing Performance Plans

1. Management will issue performance plans to employees no later than thirty (30) days from the beginning of their appraisal periods.

2. Management will meet with the employee to discuss the employee's performance plan at the time it is issued. Management will:

   a. discuss the Alignment Statement with employees individually or in a group and review its content;

   b. discuss on an individual basis employee performance elements, standards, and expectations that will be used to evaluate the employee;

   c. during the individual discussion, identify any data that may be considered in measuring employee progress and contributions, and

   d. discuss employee development needs and opportunities, employee commitment to success, and the relationship between contributions and employee recognition.

3. The employee and the supervisor will sign the performance plan to acknowledge that the performance plan has been issued and the initial performance discussion has been held. The signed performance plan will be placed in the SSA-e7B Extension File (or successor program).

4. Management may meet with employees collectively, in addition to individual performance discussions, to convey information that is general for all employees, such as unit/team and Agency goals.

B. Monitoring Performance and Communications

1. Ongoing two-way communication between management and the employee is an effective tool for successful performance. Discussions should be candid, forthright dialogues between management and the employee aimed at improving performance, the work process, or product. These discussions will provide the employee the opportunity to seek further guidance and understanding of his/her work performance, to articulate needs, or to participate in a dialogue about his/her contribution. Discussions may be initiated by management or by the employee.

2. Management conclusions based upon its observations of an employee will be timely communicated to the employee during informal discussions and/or the progress review. If the employee disagrees with management conclusions or observations, he/she may provide management with written rebuttals that will be placed in the SSA-e7B Extension File (or successor program).

3. An employee may inform his/her appraising official in writing, which includes email, of factors beyond his/her control that have affected his/her performance. The appraising official will consider such factors when evaluating performance for the appraisal period. The written documentation will be placed in the employee's SSA-e7B Extension File (or successor program).

C. Formal Performance Discussion

1. At least once during the appraisal period, management will have a documented performance discussion with each employee regarding the employee's performance. During the discussion, management shall discuss the employee's contributions and results achieved within each performance element, reinforce expectations, and identify needs for performance improvement in meeting those expectations.

2. To ensure that all performance related activities are identified and documented, employees should provide their appraising official with feedback about their contributions.

3. Management shall document the content of performance discussions. The documentation may be a short statement or a bullet list highlighting individual accomplishments and/or contributions.

4. The employee and the supervisor will sign the performance plan to acknowledge that the formal discussion was held. The documentation will be placed in the SSA-e7B Extension File (or successor program).

D. Annual Performance Appraisal

Management will schedule time with the employee to issue his/her rating of record within 30 days of the end of the employee's appraisal period.

E. Optional Employee Self-Assessment

Employees will be provided the option of completing a self-assessment highlighting their contributions and accomplishments relating to the performance plan. Employees who wish to submit a self-assessment must do so no later than 10 days prior to the end of their appraisal period. A reasonable amount of time, as

determined by the supervisor, will be provided for this activity. Self-assessments should be placed in the SSA-e7B Extension File (or successor program).

F. Feedback from Workgroup/Special Projects/Details

1. Rating officials are responsible for obtaining feedback (where warranted) regarding an employee's performance on workgroups, special projects, or details outside the normal work unit when the activity would have an impact on the determination of the employee's performance. In determining whether to solicit feedback, consideration should be given to the activity, duration of the activity, and the amount of time the employee spent on the activity.

2. When the rating official solicits feedback, it should be obtained in writing from the supervisor responsible for the workgroup, project, or detail. This may include feedback obtained from a non-supervisory project leader, technical expert, or team leader. Employees should be given a copy of the feedback and provided an opportunity to include comments. Feedback should be placed in the SSA-e7B Extension File (or successor program).

G. Considerations In Assessing Performance

1. The appraising official, when assessing performance, will consider factors which affect performance that are beyond the control of the employee.

2. The appraising official will timely disclose to each employee all sources of performance data that relate to his/her performance appraisal.

H. Documentation of Annual Performance Appraisal

Standard forms will be used to document the employees' performance. Appraising officials will sign and date the annual performance appraisals. Employees will sign and date their annual performance appraisals to indicate receipt. Appraisals will be maintained in the SSA-e7B Extension File (or successor program), and recorded on the SSA automated management information system. Appraisals will be maintained in accordance with Agency policies and procedures.

I. Element Average

In order to differentiate degrees of performance to determine eligibility for awards, the Element Average will be computed based on the rating of each individual element. Only performance element ratings of 3 and 5 will be used for calculating the Element Average. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards. All elements are given equal weight in computing the Element Average.

Section 6 Procedures for Performance Below the Successful Contribution Level

A. The procedures for dealing with performance below the Successful Contribution level apply to employees who are entitled to the procedural and appeal rights described in 5 CFR 432.

These procedures are not applicable to employees who are not entitled to the procedural and appeal rights described in 5 CFR 432. In accordance with Article 12, employees not entitled to statutory appeal rights may be terminated for performance reasons with appropriate written notice.

B. Opportunity to Perform Successfully (OPS)

1. When an employee's performance is below the Successful Contribution Level, management may initiate a performance improvement plan, the OPS plan. The OPS represents a formal process for performance improvement developed by management.

2. To institute an OPS plan, management must provide written notice to the employee that includes:

   a. the critical element(s) for which performance is unacceptable;

   b. the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance;

   c. a statement that the employee is not in good standing and any WIGI or career ladder promotion will be withheld for the duration of the plan;

   d. a summary of assistance already provided, along with the results;

   e. a statement of management's plan for providing additional assistance to the employee (e.g., training, mentoring, etc.);

   f. a statement that the employee has the responsibility to improve performance, which may include seeking assistance, reading, and researching issues, etc.; and

   g. a statement that unless the employee's performance in the critical element(s) improves to and is sustained at the successful level, the employee may be reassigned, reduced in grade, or terminated.

3. OPS plans will be instituted for a period of 60 calendar days. Management may terminate the plan if successful performance is demonstrated and sustained

before the end of the 60 days. Management may extend the period if the employee is demonstrating significant progress toward the Successful Contribution Level of performance. A copy of the written OPS notice will be placed into the employee's SSA-e7B Extension File (or successor program).

4. During the OPS, management will conduct ongoing discussions with the employee, about progress toward improvement. Management will document these discussions and work reviews in the employee's SSA-e7B Extension File (or successor program). The discussions and work reviews will be placed in his/her SSA-e7B Extension File (or successor program).

5. At the end of the OPS period if performance has not improved to the Successful Contribution Level, a Level 1 rating of record will be issued. If performance has improved to the Successful Contribution Level and a rating of record is due, the rating will be Level 3. If performance has improved to the Successful Contribution Level and a rating of record is not due, the employee will be notified in writing of his/her successful completion of the OPS and a notice will be placed in his/her SSA-e7B Extension File (or successor program).

6. Employees are considered to be performing at the Not Successful Level (Level 1) while under an OPS plan. If a rating of record becomes due while an employee is under an OPS plan, the rating of record will be delayed until the plan is completed. If a WIGI becomes due while an employee is under an OPS plan, a Not Successful rating of record will be prepared and the WIGI will be denied.

Section 7 Performance-Based Actions

A. Management will initiate a performance-based action if, despite the additional assistance provided in accordance with the OPS plan, the employee's performance has not improved to the Successful Contribution Level by the end of the OPS period. This will result in the employee's reassignment to another position, reduction in grade, or removal.

B. Demotions or removals for performance-based reasons must be accomplished in accordance with the applicable law and government-wide regulations.

C. An employee receiving a proposed action based on unacceptable performance is entitled to:

1. a thirty (30) day advance written notice of the proposed action that identifies both the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's position involved in each instance of unacceptable performance;

2. to be represented by an attorney or other representative;

3. time to respond to the notice of proposed action orally and in writing;

4. a final written decision within thirty (30) days after the expiration of the advance notice period.

D. The employee may appeal to the Merit Systems Protection Board (MSPB) in accordance with applicable law, or the employee, with union concurrence, may timely request arbitration under the terms of this Agreement. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure or timely requests arbitration.

E. Management has the option of taking a performance-based action without instituting a new OPS plan if:

1. the employee has successfully completed an OPS plan by demonstrating improved performance, and

2. within a one-year period following the beginning of that OPS plan, the employee's performance again falls below the Successful Contribution Level in the same element, and

3. there is sufficient documentation to support a performance-based action, and

4. If these three conditions are not met, management will initiate a new OPS plan.

F. The Not Successful (Level 1) rating of record for an employee who has been demoted or reassigned for performance-based reasons in accordance with this Section will continue in effect until completion of the employee's appraisal period for his/her current position. However, if the employee is eligible for a WIGI prior to the completion of this appraisal period, a rating of record will be issued when the employee has demonstrated successful performance for at least 120 days.

Section 8 Miscellaneous

To the extent allowed under the Privacy Act, the Agency will provide a yearly report, of the distribution of summary appraisal ratings by position and grade level for NTEU represented employees in OHO.

ARTICLE 22
Monetary Awards

Section 1 Purpose

Recognition of employees through monetary awards reflects the parties' efforts to promote quality service and to recognize employee contributions to Agency performance. Employee recognition is based on achievement and acknowledges the individual and collaborative accomplishments of employees to promote the success of the Agency's mission, goals, and objectives. Strong emphasis is placed on recognition of efforts to improve service to the public. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Those who contribute to the success of their work unit, and thus, the Agency, deserve recognition of their accomplishments. Recognition of group accomplishments also promotes and acknowledges the value we place on working together.

The program provides for various monetary recognition, enabling the award recipient to be recognized in a meaningful manner. It provides the flexibility necessary to adapt to a changing work environment and unanticipated circumstances. The intent of this program is that employees will be appropriately rewarded regardless of changes in the Agency's organizational structure, work processes, or work initiatives.

Section 2 Policy

A. Except for Recognition of Contribution (ROC) awards, there is no limit on the number of awards that an individual employee may receive or the frequency with which he/she may receive awards during an appraisal period. The timing and frequency is determined by the type of award. No more than one ROC award can be granted for an appraisal period. Exemplary Contribution or Service Awards (ECSA) will normally be granted as close as possible to the event being recognized.

B. When employees are eligible to be considered for awards, the relative significance and impact of their contributions will be considered in determining which type of awards would constitute appropriate recognition and the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

C. Awards will be processed in a timely manner.

D. The Agency will provide an award recipient with documentation of the award received which may include a certificate. For awards other than ROCs, the documentation will include a justification statement.

E. If there are any unspent ROC funds, the Agency may reallocate such funds to the ECSA award pool.

Section 3 Eligibility Requirements

To be eligible for an award, an employee must be in good standing and have a rating of record with an Element Average of at least 4.0 for ROCs, and an Element Average of at least 3.0 for an ECSA. An employee who receives a Level 1 rating in any element is not eligible for any award.

An employee is in good standing when he/she has a rating of record (an appraisal) of at least summary Level 3 and his/her current performance is at least successful.

Element Average is a computation summary derived from the performance evaluation process. The individual performance element ratings of 3 and 5 are added together and the total is divided by the number of performance elements, and the resulting number is the Element Average.

The Agency has the discretion to not grant a monetary award to an employee who received a reprimand. Employees who have received any other form of formal discipline (e.g. suspension, or demotion) are not eligible to receive any type of monetary award not already paid for the fiscal year in which the discipline is imposed or through the end of the next fiscal year. Affected employees will only lose award eligibility for one fiscal year.

Section 4 Types of Awards

A. ROC Awards

A ROC award recognizes employees who have maintained high quality performance. It may be awarded in the form of a Quality Step Increase (QSI) or cash award. To be eligible for a cash ROC, an employee must have a rating of record with an Element Average of at least 4.0. To be eligible for a QSI, an employee must have a rating of record with an Element Average of 5.0. Employees with an Element Average of 5.0 will be considered for a ROC and employees with an Element Average of 4.0 or greater but less than 5.0 may be considered for a ROC. The following are ROC restrictions:

1. Probationary employees are not eligible;

2. Employees with an Element Average of less than 4.0 are not eligible;

3. Employees may not be granted more than one ROC for an appraisal period;

4. Employees may not be granted more than one QSI within a 52 week period; and

5. Employees may not be serving on a temporary promotion when a QSI is to take effect.

ROC awards will be granted after all appraisals have been distributed. ROC award amounts for employees with an Element Average of 5.0 will be greater than the amount for employees with lower Element Averages at the same grade level in the same office.

B. ECSA

1. An ECSA is a cash award, which recognizes individual contributions to group achievement and performance that have promoted the mission of the Agency, or extraordinary acts performed while on duty. Award amounts should be linked to the significance and impact of the accomplishment or contribution. The minimum amount to be awarded for an ECSA is two hundred dollars. An individual with a rating of 3.5 will not receive an ECSA award lower than an individual at the same grade level in the same office with a rating of 3.0.

   To be eligible for an ECSA, an employee must perform an extraordinary service or act in connection with or related to official duty, or demonstrate exemplary contributions to group performance. ECSAs may be granted and distributed throughout the appraisal period and as close to the contribution or extraordinary service or act as possible.

Section 5 Awards Information

The Agency will provide the Union with an annual report on the awards program for bargaining unit employees. This report will show the distribution of cash awards and QSIs by grade and office.

ARTICLE 23
Acceptable Level of Competence (WIGI)

Section 1

A. The provisions of 5 CFR Part 531, Sub-part D govern acceptable level of competence determinations and within-grade increases. The CFR contains substantial procedural requirements that are not fully described in this article but are applicable to employees in the unit.

B. An employee will be granted a within-grade increase when he/she has completed the required waiting period and the employee has performed at an acceptable level of competence during the waiting period.

C. The waiting period is as follows:

One (1) year to move to steps 2, 3, and 4.
Two (2) years to move to steps 5, 6, and 7.
Three (3) years to move to steps 8, 9, and 10.

D. An employee will be considered to have attained an acceptable level of competence when the employee's performance is at the Successful Contribution level (Level 3).

Section 2

A. At least sixty (60) calendar days prior to the date that an employee is eligible to receive a within-grade increase, the employee's supervisor will notify the employee as to his/her performance. If the employee's performance has not been at an acceptable level of competence, the Employer will notify the employee, in writing, as to the following:

1. Those critical aspects of the employee's performance in which the employee is deficient and the measurable and demonstrable extent of the deficiencies;

2. Any instances, specifically described, which support the alleged deficiencies;

3. Assistance which will be offered so as to enable the employee to improve his/her performance so as to meet the requirements specified for the position; and

4. That the employee's within-grade increase may be denied unless sustained improvement to an acceptable level of competence is shown within sixty (60)

calendar days advance notice, and the within-grade increase is denied, the Employer will, upon request make a redetermination of the employee's acceptable level of competence not later than sixty (60) calendar days after the date on which the employee completed the required waiting period described in Section 1 B. above.

Section 3

A. If at the end of the sixty (60) day period provided in Section 2, an employee's performance is not at an acceptable level of competence for the purpose of approving the within-grade increase, the employee will be given a written notice which contains the following:

1. The reasons for the negative determination;

2. His or her right to request reconsideration; not more than fifteen (15) days after receipt of the determination. (The time limit to request a reconsideration may be extended when the employee shows that he or she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his or her control from requesting reconsideration within the time limit);

3. His or her right to request the assistance of a NTEU representative or personal representative and his or her right to a reasonable amount of duty time to review the material relied upon to support the negative determination and to prepare a response to the determination; and

4. The name of the official to whom the request for reconsideration is to be submitted.

B. The Employer shall provide the employee with a prompt final written decision. Usually, this will be within thirty (30) days of the reconsideration.

C. When an employee receives a negative determination, he or she shall be granted a reasonable amount of duty time to review the material relied upon to make the determination. The employee must otherwise be in a pay status in order to be granted duty time.

D. If a negative determination is reversed by the agency (either before or upon reconsideration), the effective date of the increase will be the original due date.

E. Where an employee is denied his/her within-grade increase by the reconsideration official, the letter transmitting that adverse reconsideration decision shall include a statement which informs the employee about his/her right to appeal the decision

through the grievance procedure ending in binding arbitration and the number of days in which the employee must request such an appeal through the Union.

Section 4

After a within-grade increase has been withheld, the Employer will grant the within-grade increase at any time after it determines that the employee has demonstrated sustained performance at an acceptable level of competence. After withholding a within-grade increase, the Employer, at a minimum, shall determine whether the employee's performance is at an acceptable level of competence after each twenty-six (26) weeks following the original due date for the within-grade increase.

The within-grade increase will be effective on the first day of the first pay period after an acceptable level of competence determination is made.

ARTICLE 24
Training

Section 1

The Parties agree that the training and development of employees is a matter of significant importance to fulfilling the mission the Agency. Although the Agency agrees to make available to all employees, subject to budgetary considerations, the training necessary for the performance of the employee's presently assigned duties or proposed assignment, the employee has the right to raise as a defense in any termination proceeding and in any performance appraisal or disciplinary matter the lack of appropriate training.

Section 2

The Agency will ensure that all employees are trained for efficient accomplishment of their assigned duties, and, if requested by the employee, will discuss personal career development opportunities and goals.

Section 3

Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. An employee who has obtained prior approval from the Agency shall be reimbursed for all authorized expenses to the extent that such training is related to the employee's official duties which the employee could reasonably be expected to perform in the foreseeable future, and is consistent with the needs and mission of the Agency.

Section 4

The nomination and selection of employees to participate in training and career development programs and courses shall be made consistent with the principles of equal employment opportunity. The Agency will furnish pertinent information to employees concerning opportunities for individual development. Counseling in individual cases will be furnished consistent with the resources of the Agency.

Section 5

Requests for a variance in regular working hours and/or appropriate leave for educational purposes will be given consideration and recommended for approval whenever practical if

such variance does not interfere with the needs and the mission accomplishment of the Agency.

ARTICLE 25
Health and Safety

Section 1

A. The Employer will provide and maintain safe and healthy working conditions for all employees in accordance with Executive Order 12196 and the Department of Labor implementing instructions.

B. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.

C. The Employer agrees to notify the Union if a deviation in the Employer's occupational safety, health, and fire standards is requested for any facility in which bargaining unit members are required to work.

Section 2

A. The employees are encouraged to inform the Employer of any unsafe or unhealthy practice, equipment, or condition which might represent a health and safety hazard. Where the employee has notified the Employer, the Employer will inform a Union representative of the discussions as soon as practicable.

B. The Employer shall respond to employee reports of hazardous conditions and require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other safety and health considerations.

C. The Employer shall assure no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthy working conditions, or other participation in agency occupational safety and health program activities.

D.

1. If the Union believes that work is being required under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question, it may discuss the matter with the Employer and/or have the right to file a grievance.

2. In accordance with 29 CFR 1960, when exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, then the employee may leave his/her duty station, notify the Employer, and hold himself/herself available for work under appropriate working conditions. When these procedures

are followed, the employee will continue to be paid during this period, without any charged leave.

E. Notwithstanding the provisions of Article 25, Section 2. D., an employee will comply with the applicable orders of a duly authorized state or local public official to the extent not prohibited by law and regulation.

F. The Parties may address health and safety matters through the Labor Management Relations Committee and other contract means.

Section 3

The Employer shall take reasonable precautions to ensure the health and safety of employees. Such measures shall include:

A. Ensuring that all monitors have adjustable screen illumination;

B. Ensuring that office lighting allows for adequate illumination and minimal screen glare; the illumination shall be in accordance with GSA standards and task lighting shall be made available upon the request of the user;

C. Minimizing glare through methods that include, but are not limited to, shielding windows with shades, curtains, or blinds; positioning the terminal so that the terminal screen is at a right angle to the window producing the glare; fitting video display screens with anti-glare screens; and providing keyboards with tops finished in a manner so as to minimize reflection;

D. Providing one (1) or two (2) document holders adjustable for placement angle and height to users who request them;

E. Providing a wrist rest for all employees; wrist rests shall enable the user to maintain a neutral position of the wrist while at the keyboard, and shall be padded and without sharp edges;

F. Providing foot rests for all employees who request them; and

G. Providing an ergonomic chair with adjustable seat (adjustable for both height and angle) and a firm adjustable back support for each employee; an ergonomic chair with detachable elbow rests, will be provided upon request of employees; seat pans and backrests of chairs shall be upholstered with moisture absorbing material; and the upholstery shall be compressible at a minimum in the range of approximately one-half (1/2) to one (1) inch.

Section 4

A. The Administration agrees to make reasonable efforts to provide healthful indoor air and water quality by conforming to laws, regulations and/or policies issued by federal agencies such as OSHA, EPA, the General Services Administration (GSA), and SSA.

B. On-site investigations/inspections will be conducted when there is reasonable cause to suspect an air or water quality problem exists in the work environment. These investigations/ inspections may be conducted by trained SSA personnel, representatives of other federal agencies such as GSA, Public Health Service, OSHA, etc., or by trained contract personnel from the private sector under contract to the Administration.

C. When inspections of the heating, ventilation, air-conditioning, or water systems are conducted, the criteria of the GSA Federal Property Management Regulations will apply.

D. When investigations of indoor air quality are conducted, the protocols of OSHA shall be complied with to the extent possible. This means that standard air quality tests will include measurement of carbon monoxide, carbon dioxide, formaldehyde, temperature, and humidity. Additional tests may be conducted as indicated by inspection of the work site and/or test results obtained from the basic protocol.

E. When inspections or test results reveal the presence of an air or water quality problem, the Administration will take appropriate measures to mitigate the problem to meet the standards and guidelines cited in A.

F. Copies of all test results shall be provided to employee representatives within a reasonable time after receipt by Management.

G. The Union will be given a reasonable opportunity to have an inspector of its choosing examine water and air quality. It is understood that the Employer will be provided with advance notice of the inspection. The Employer will not pay any costs associated with the inspection.

Section 5

A. The Employer agrees that when an employee suffers job-related illness or injury in the performance of duties and reports it to his or her supervisor, he/she will be informed by the Employer on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will also be provided about the type of benefits available, including specific reference to his/her option to file a claim for disability compensation or use accrued leave if he/she is disabled from work.

B. Each such employee, upon request, shall receive an electronic copy of appropriate forms and publications related to filing claims for employee disability compensation. Appropriate forms may include:

Form CA-1	Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation
Form CA-2	Notice of Occupational Disease and Claim for Compensation
Form CA-7	Claim for Compensation on Account of Traumatic Injury or Occupational Disease
Form CA-20	Attending Physician's Report

C. The Employer agrees to make the above available electronically for each union officer and steward.

Section 6

The Employer will take steps on a semi-annual basis to ensure that all employees are thoroughly familiar with the proper means for leaving the building during a suspected fire or bomb threat. When fire or bomb is reasonably suspected, the Employer will evacuate the employees to safer areas. Under no circumstances will employees be required to remain at their work stations and search for a suspected bomb.

Section 7

The Employer agrees to furnish employees, health benefit information electronically.

Section 8

A. To the extent that the Employer has control, there will be no application of insecticides and other like chemicals during working hours.

B. The Employer will inform the Union of chemicals that are used in its buildings as paint or pesticides as soon as it is aware that such will be used. To the extent that the Employer has control, the notice will not be given later than one (1) full workday before the paint or pesticides are to be used. This notice will also include any warning

statements given to the Employer or its agents by the organization applying such paint or pesticides.

Section 9

In each hearing office where employees are located, the Employer will maintain adequate first aid supplies. All employees will have reasonable access to these supplies.

Section 10

When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will assist the employee in arranging for such transportation.

Section 11 Smoking

A. It is the policy of the Social Security Administration and OHO to have a totally smoke free environment in all of its installations and on all SSA controlled property and premises.

B. In view of the dangers to health caused by smoking, employees will be given information on the dangers of smoking, methods of breaking the smoking habit, and the provisions of the SSA policy on smoking.

C. There will be no “smoke breaks” or designated smoking areas. However, employees may smoke on authorized breaks and lunch only on non-SSA controlled property and premises.

Section 12 Employee Assistance Program

Information about the Employee Assistance Program (EAP) is available on the Office of Personnel's intranet page. Additional information about the Agency's EAP program may be found at Personnel Policy Manual (PPM) Chapter S792_2. Employees who use the EAP receive a written summary of the confidentiality provisions.

ARTICLE 26
Disciplinary Actions

Section 1

A. For the purposes of this Agreement, a disciplinary action is defined as a written reprimand, or a suspension for fourteen (14) days or less. The Employer agrees that such actions will only be taken for such cause as will promote the efficiency of the service.

B. If the Agency feels that disciplinary action is necessary, such action will be initiated timely after the offense was committed or made known to the Agency.

C. The Parties agree that involuntary transfers, and/or involuntary resignations are not appropriate disciplinary measures.

D. In deciding what action may be appropriate, the Agency will give due consideration to the relevance of any mitigating circumstances and any information provided by the employee in the course of the inquiry leading to the action.

Section 2

It is the responsibility of the Employer to provide and of each employee to know and be aware of, and adhere to, the government-wide standards of conduct contained in 5 CFR 2635 and any supplemental regulations issued under 5 CFR 2635.105.

Section 3

The Parties recognize that discipline may be progressive in nature to correct the conduct of an offending employee. Discipline may be preceded by oral or written counseling**.** It is understood that progressive discipline need not follow any specific sequence and that any of these steps may be bypassed where management determines a lesser form of discipline would not be appropriate. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment to the employee.

Section 4

An employee's right to union representation during an investigatory interview, i.e. Weingarten Rights, is set forth in Article 5, Section 3.B.

Section 5

A. Upon request**,** an employee subject to a disciplinary action will be furnished a copy of those portions of all materials, written, electronic or otherwise, which contain information or evidence relied upon by the Employer as a basis for the disciplinary action.

B. Nothing in the section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities, such as the Freedom of Information Act, the Privacy Act, or the Civil Service Reform Act.

C. Information described in this section shall be provided subject to the requirements and provisions of the Privacy Act. However, the Union does not waive any rights it may have under the CSRA.

Section 6

When the Employer suspends an employee for fourteen (14) days or less the following procedures will apply:

A. The Employer will provide the affected employee with fifteen (15) calendar days advance written notification of the proposed action.

B. The written proposal will contain the reasons for the proposed discipline.

C. The employee will be given seven (7) calendar days from the date he/she received the notice of proposed discipline in which to request oral and/or written reply to the notice of proposed discipline. If the 7th calendar day falls on a weekend or holiday, the period to request a reply will be extended to the following workday. Where an oral reply has been requested, it will be scheduled at the convenience of the Parties within fifteen (15) calendar days from the date the employee received the notice, unless otherwise mutually agreed by the Parties.

D. The employee may be represented by the Union in connection with the oral and/or written reply.

E. The employee and his/her representative will be given a reasonable amount of duty or time in accordance with Article 8, respectively, to prepare the replies described above.

F. Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action.

G. The employee will have the right to raise any defense, and the Employer will give due consideration to all such defenses.

H. As part of the presentation, the employee may give both an oral and written reply contemporaneously.

I. The final decision in any proposed discipline covered by this section must be made by a management official with the authority to render said decision and who is not the official who issued the notice of proposed action. The final decision letter will contain the deciding official's findings with respect to each charge and specification made against the employee in the notice of proposed action.

J. Where an employee chooses to make an oral reply as provided above, such reply shall be made at the work site of the employee. If the employee and deciding official are not located in the same facility, the employee may make his/her reply via telephone or video.

K. If the deciding official's final decision is to effect disciplinary action other than a suspension, the employee may file a grievance or appeal pursuant to the provisions of Article 28. If the employee files a grievance on a suspension, he/she has 30 calendar days in which to file a grievance with the Step 3 official as provided under Section 5 of Article 28. Thereafter all requirements associated with subsequent steps of the appropriate grievance procedure will apply.

M. Suspensions of fourteen (14) days or less may be appealed through the expedited arbitration process as set forth in Article 30.

Section 7

Any of the time limits established in this article may be extended or waived by mutual agreement of the Parties.

Section 8

All letters of reprimand will be maintained in the e7B and the eOPF for up to 1 year or as long as an administrative need exists (e.g. litigation, pending disciplinary actions).

ARTICLE 27
Adverse Actions

The provisions of this article, otherwise applicable to all bargaining unit employees, shall not apply with respect to the following: (a) employees serving a probationary or trial period; (b) reemployed annuitants; (c) a preference eligible in the excepted service who has not completed one (1) year of current continuous service in the same or similar positions; and (d) other employees as excluded by operation of law.

Section 1

An adverse action, for the purposes of this article, is defined, in accordance with 5 U.S.C. Chapter 75; 5 C.F.R. § 752, Subpart D, as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, and a reduction in pay. This article does not apply to a reduction-in-grade or a removal based on unacceptable performance as defined in 5 U.S.C. 4303.

Section 2

A. No employee will be the subject of an adverse action except for such cause as will promote the efficiency of the service. Adverse actions must be supported by a preponderance of the evidence.

B. The Employer subscribes to the concept of progressive discipline.

C. If the Agency determines that an adverse action is necessary, such action will be initiated timely after the offense was committed or made known to the Agency.

Section 3

Except for reductions in grade or pay based upon a classification action or decision**,** in deciding what action is appropriate, the Employer shall consider any relevant Douglas Factors.

Section 4

An employee's right to union representation during an investigatory interview, i.e. Weingarten Rights, is set forth in Article 5, Section 4.A.

Section 5

A. Upon request, an employee will, in any adverse action, be furnished a copy of those portions of all materials, written, electronic or otherwise, which contain information or evidence relied upon by the Employer as the basis for the adverse action.

B. Nothing in this section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities, such as the Freedom of Information Act, the Privacy Act, or the Civil Service Reform Act.

C. Information described in this section shall be provided subject to the requirements and provisions of the Privacy Act.

Section 6

Where an action is proposed under this article:

A. The employee against whom the action is proposed is entitled to at least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

B. The thirty (30) days advance written notice is not required to effect an emergency suspension pursuant to government-wide rules, regulations, and law. When the circumstances warrant immediate action, the proposing official may place the employee in a non-duty status with or without pay in accordance with law and regulation for such time as is necessary to propose and effect the suspension. The proposed notice of emergency indefinite suspension shall be given a reasonable time, but not less than seven (7) calendar days, to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.

C. The employee against whom the action is proposed is entitled to reasonable time (normally fourteen (14) but not less than seven (7) workdays) from receipt of notice of the proposed adverse action and all information as defined in Section 5 of this article, to review the materials relied upon by the Employer and to answer the charges, and specifications orally and/or in writing. If the employee wishes to make an oral reply, the request for an oral reply must be made within seven (7) days of the date the employee receives the letter of proposal and all information. The employee may submit affidavits and/or other documentary evidence in support of the answer. As part of the

presentation, the employee may give both an oral and written reply contemporaneously.

D. The employee against whom the action is proposed is entitled to a written decision and the specific reasons therefore.

Moreover, an employee may be represented by the Union, an attorney, or other representative of his/her choosing.

Section 7

An employee against whom an adverse action is proposed is entitled to:

A. A written proposal that includes the charges and the specific reasons for the action;

B. A reasonable amount of duty time approved in advance by his/her supervisor to review the material relied upon to support the charges and to prepare an answer to the charges orally and/or in writing;

C. To be represented by the Union or an attorney or other representative of his/her own choosing; and

D. A written decision and reasons therefore.

Section 8

A. An employee will have the right to raise any defense to a proposed adverse action allowed by applicable laws and regulations.

B. The deciding official will consider the employee's oral and/or written replies in rendering his decision.

Section 9

The Employer's final decision shall contain the reasons supporting the decision~~;~~ will specifically address any disputes over the relevant facts contained in the Employer's charges or reasons explaining the basis for its resolution of the dispute~~;~~ and will be served upon the employee and his or her representative.

Section 10

A. An employee aggrieved by an adverse decision under this article may appeal the action to the Merit Systems Protection Board or, with the Union's concurrence, proceed directly to arbitration as provided in this Agreement but not both.

B. An employee shall be deemed to have exercised his option under this section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board or the Union timely files a request for arbitration under the provisions of this Agreement, whichever event occurs first.

C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union or an attorney or other representative of his own choosing. An employee who elects, with the Union's concurrence, to appeal an action under the arbitration procedures provided in this Agreement may be represented by the Union, himself/herself, or an individual approved by the Union.

Section 11

A. Any of the time limits established in this article may be extended or waived by mutual agreement of the Parties.

Section 12

The Agency will provide the Chapter President, as soon as practicable, a sanitized copy of all reprimands and proposals and decisions of more serious adverse actions.

ARTICLE 28
Grievance Procedure

The purpose of this article is to provide a mutually acceptable procedure for resolution of ~~all~~ grievances.

Section 1

A. The Parties agree that grievances and complaints should be settled in an orderly, prompt, and equitable manner which will maintain the morale of all parties involved. Every effort will be made by supervisors and officials of the Union to settle grievances at the lowest level of supervision.

B. An employee or any representative will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking appropriate adjustment of a grievance. The initiation or representation of a grievance in good faith by an employee will not cause any reflection on his or her standing with Management nor on his or her loyalty to the office.

C. Employees will be granted such time approved in accordance with Article 8 as is reasonable and necessary to present their grievances.

Section 2

A. A grievance means any complaint:

1. By an employee concerning any matter relating to the employment of the employee;

2. By the Union concerning any matter relating to the employment of any employee; or

3. By any employee, the Union, or the Employer 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.

B. The term grievance does not include:

1. Any claimed violation of law relating to prohibited political activities;

2. Retirement, life insurance, or health insurance;

3. A suspension or removal under Section 7532 of Title 5 U.S.C.;

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. The termination of any employee serving a probationary or trial period pursuant to law and/or regulation.

7. Non-adoption of a suggestion.

8. Non-selection for any bargaining unit positions where the selectee and non-selectee(s) were properly rated and ranked.

9. Non-selection for non-bargaining unit positions.

10. Oral or written counseling;

11. Performance progress reviews;

12. Placement of an employee on an OPS in accordance with Article 21;

13. Written notice of proposed action;

14. Adjudication of claims, the jurisdiction over which is reserved by Statute and/or regulation to another Department, e.g., Department of Labor determinations on workers compensation;

15. Claims alleging violations of the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et. seq.;

16. Actions taken by the Employer required by lawful court orders (e.g. garnishment of wages for indebtedness or child support).

17. Decisions regarding requests for approval of outside activities or employment.

Section 3

An employee affected by a prohibited personnel practice under Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first.

Section 4

A. A grievance under this negotiated system can be initiated by an employee, a group of employees, the Union, or Management. An employee or group of employees may not invoke arbitration proceedings on their grievance on their own initiative. Only the Union or Management may request arbitration.

B. Employees dissatisfied with orders properly grounded in supervisory authority are expected to follow the order first and then consider filing a grievance. Any grievance on which action is not initiated with the immediate supervisor within fifteen (15) working days after the occurrence of the incident or event from which such grievance arose will not be presented or considered at a later date unless the employee was not aware of being aggrieved within the stated time limit. When the basis for a grievance is a continuing practice or condition, a grievance may be filed at any time.

C. Where the grievant elects Union representation, communications with regard to the grievance shall be made in accordance with Article 7.

Section 5

The following shall normally serve as the Step 1, 2, and 3 management officials for all employee grievances filed under the negotiated grievance procedure. The first line supervisor will serve as the Step 1 official and the second line supervisor will serve as the Step 2 official. The Chief Administrative Law Judge or designee within OCALJ will serve as the Step 3 official for grievances (except for those addressing individual employee performance appraisals, reprimands and individual leave requests in which case the employee's third line supervisor will serve as the Step 3 official).

Section 6

Step 1

A. A grievance must be presented in writing to the Step 1 management official within fifteen (15) working days after the occurrence of the incident or event from which

such grievance arose or the employee first became aware of the matter or should have become aware, whichever is later. An email will be considered "in writing" as long as the email clearly states it is a grievance.

B. Before the Agency or Union is required to render a decision at the first step of the grievance process, the written grievance must describe the matter(s) being grieved, including the date of the occurrence and the individuals involved. The written grievance must also identify the article(s), and section(s) of the agreement that are involved, describe the alleged violation**,** explain how the action(s) or inaction violate those particular articles and sections and state the requested relief**.** The Agency may raise the failure to provide this information as part of its grievance response.

C. Consideration of the grievance at subsequent levels shall be limited to those issues raised in Step 1 of the grievance procedure as well as any related issues raised by Step 2. Any unrelated or new issues not contained in the Step 1 of the grievance procedure will not and cannot receive consideration by an official or arbitrator. This does not require the Parties to cite portions of law or regulation, nor does it preclude them from responding to issues raised by the Employer or the deciding official at Step 1.

D. Within ten (10) workdays from receipt of the grievance, the Step 1 management official, if requested, will grant a face-to-face meeting with the grievant.

E. Within twenty (20) workdays from receipt of the grievance, the Step 1 official will issue a decision in writing, either granting, modifying, or denying the relief requested.

F. The decision will notify the employee of the name, title, location, and telephone number of the Step 2 official with whom to proceed, if necessary.

Section 7

Step 2

A. The employee may appeal to the Step 2 official in writing within five (5) workdays after the Step 1 decision was, or should have been, issued. An email will be considered "in writing" as long as the email clearly states it is a grievance.

1. A copy of the Step 1 presentation and decision must be attached by the employee. The employee must set forth specific reasons for dissatisfaction with the Step 1 decision.

2. If no Step 1 decision was issued within the time period required, then that fact should be noted with no other explanation except for being accompanied by a copy of the initial grievance presentation.

B. Within ten (10) workdays from receipt of the grievance the Step 2 official will issue a final decision in writing to the employee either granting, modifying, or denying the relief requested.

C. The decision will notify the employee of the name, title, location, and telephone number of the Step 3 official with whom to proceed, if necessary.

Section 8

Step 3

A. The employee may appeal to the Step 3 official or his/her designee in writing within five (5) workdays after the Step 2 decision was, or should have been, issued. An email will be considered "in writing" as long as the email clearly states it is a grievance.

1. A copy of the Step 1 and 2 presentations and decisions must be attached by the employee. The employee must set forth the specific reasons for dissatisfaction with the Step 2 decision.

2. If no Step 2 decision was issued within the time period required, then that fact should be noted with no other explanation except for being accompanied by copies of all the previous available grievance presentations and decision.

B. Within ten (10) workdays from receipt of the grievance the Step 3 official will issue a final decision in writing to the employee either granting, modifying, or denying the relief requested.

Section 9

If the Step 3 decision is not acceptable to the employee or the Union, or if no timely decision is issued, the Union may proceed to arbitration if it so elects, in accordance with the provisions of Article 29, (Arbitration), or Article 30, (Expedited Arbitration), as appropriate based on the issue(s) contained within the grievance.

Section 10

A. Responses to grievances including the decisions shall be served by the Employer on the appropriate named representative and Chief Steward and the grievant. Notification of the Employer's decision at Step 3 must also be sent to the designated Union email address.

B. Any grievance response or appeal to the next step will be considered timely if postmarked or delivered no later than the final day of the designated time period.

C. Any of the time limits or steps established in this article may be waived or extended by mutual agreement of the Parties. Requests for extensions submitted in advance of the expiration of the time limits will normally be approved.

D. The Employer's final decision shall contain the reasons supporting the decision, will address any disputes over the facts contained in the grievance or reasons explaining the basis for its resolution of the dispute, and will be served on the employee and his representative.

Section 11

A. Where the Employer elects to file a grievance pursuant to this article, such grievance shall be in writing addressed to the President of NTEU and the appropriate NTEU Field Representative. The NTEU President or designee shall, within twenty (20) workdays after receipt of such grievance, issue a written decision addressed to the Deputy Commissioner and/or designee who signed the grievance.

B. If the Employer is not satisfied with the decision of the NTEU President or designee, the Employer may proceed to arbitration in accordance with the provisions of Article 29, Arbitration.

C. Where the Union files an institutional grievance pursuant to this article, such grievance shall be in writing addressed to the Deputy Commissioner and/or designee. The Employer shall, within twenty (20) workdays after receipt of such grievances, issue a written decision addressed to the NTEU President and designee.

D. If the Union is not satisfied with the decision of the Deputy Commissioner or designee, the Union may proceed to arbitration in accordance with the provisions of Article 29, Arbitration.

E. The Employer and/or Union grievances must be filed within twenty (20) working days of the date the Party became aware of the matter, unless the matter is a continuing practice or condition which may be filed at any time.

Section 12

A. At the discretion of the Step 2 and/or 3 official at whose level the grievance is pending, the employee and/or his/her representative may meet with that official in a manner determined by management.

B. Failure of the Employer to observe the time limits stated in this grievance procedure shall, at the election of the grievant, advance the grievance to the next step.

C. Grievance decisions will be served on the grievant and the by email.

D. It is understood that an employee processing a grievance under this article shall be limited to union representation, self representation, or a representative approved by the Union. If an employee presents a grievance without union representation, the Union will be given the opportunity to be present at all formal discussions of the grievance. The Union shall be given reasonable advance notice of such meetings.

Section 13

The Agency may elect to combine multiple grievances filed on the same or similar issue and will process in accordance with the procedures described in Section 5 or Section 11 as determined by the Agency.

Section 14

A. When the Employer alleges an issue is non-grievable and/or is not arbitrable then the Employer shall notify the employee in writing, stating all the reasons for such determination.

B. When the Employer alleges an issue is non-grievable or non-arbitrable, the Union, if it wishes, will have ten (10) workdays to amend and refile the grievance so that it will be procedurally correct. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance.

C. If a question of grievability is raised, the grievance shall proceed through the grievance procedure with the question of grievability joined to the grievance.

D. Questions that cannot be resolved by the Parties as to whether a grievance is on a matter subject to the negotiated grievance procedure or arbitration shall be resolved by first submitting the issue to the arbitrator assigned the full case.

E. If the issue of timeliness is raised, a grievance may be denied on the grounds it was not presented within the time frame specified. Denial of a grievance on that ground, however, will not deprive the grievant of the right to present the merits of the grievance, or deprive Management of the right to rely on untimeliness as a ground for denial, at each successive step of the grievance procedure, including arbitration. Either party may raise the issue of grievability/arbitrability at any time in the process.

   If the arbitrator determines that the matter is grievable/arbitrable,-the arbitrator will proceed to hear and address the merits of the case.

Section 15

Where a grievance is filed and the Union or employee alleges violation of rules or regulations, the Employer agrees that it will not dispose of the grievance solely because of an incorrect citation.

Section 16

Notwithstanding the provisions of Section 11, B. of this article, when the Union files a grievance on behalf of an employee or group of employees, as opposed to an institutional grievance, pertaining to the employment of the employee(s), it may at its option file the grievance in accordance with the Step 1 procedures described in Sections 5 and 6 and may advance through Steps 2 and 3 in accordance with Sections 7 and 8. The procedure described in Section 11 B. is intended for institutional grievances.

Section 17

When a 7114 information request has been made by the Union in connection with a grievance, the timeframes for processing the grievance or for invoking arbitration will be suspended, at the request of the Union and beginning with the day of the Union's request, until five (5) days after the Employer has provided a substantive response to the 7114 request. It is understood that:

A. The Union may file a separate grievance or charge over the failure to provide denial of the information request.

B. The Union may elect to have the issue of the denial automatically amend the base grievance to include the denial of the 7114 information request as another issue to be resolved.

C. This provision will not serve to stay Management from taking any action or implementing any decision.

ARTICLE 29
Arbitration

Section 1 Time Limits and Sunset Provision

Any grievance processed under this Agreement, if unresolved, shall, upon written request by the grieving party, be submitted for arbitration. The request for arbitration must be made within fifteen (15) workdays after receipt of the final decision by the Union**,** or, in the absence of a final decision, within fifteen (15) workdays from when the final decision was due (contractually or by mutual extension). The grieving party waives its right to arbitration if not invoked within this time limit.

Prior to the effective date of this agreement, for any case in which arbitration was invoked, the case must be scheduled within nine (9) months after the effective date of this agreement.

All cases invoked on or after the effective date of this agreement must be heard within six (6) months from the date of invocation.

If any of these timeframes are not met, the case terminates and can no longer be heard. However, by mutual agreement, the parties may waive or extend these timeframes.

Section 2

The procedures for the selection of the arbitrators for grievances arising in headquarters, National Hearing Centers, and the regional offices are set forth below. A grievance is defined as arising in headquarters if the grievant's duty station is in the Washington, D.C. metropolitan area or if the grievance is filed solely in the name of the Union.

A. When arbitration is invoked by the Union for a grievance arising in headquarters or the regional offices the Parties will, within five (5) workdays after invocation, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. These arbitrators will be from the Washington, D.C. metropolitan area for headquarters grievances, or from the local work site metropolitan area or, metropolitan area encompassing the regional office for grievances arising in the regions or National Hearing Centers.

B. Management and the Union will meet within five (5) workdays after both Parties have received the list to seek agreement on an arbitrator.

C. If the Parties cannot agree on an arbitrator, Management and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person

shall be the duly selected arbitrator. The toss of a coin shall determine whether Management or the Union strikes the first name.

Section 3

A. The arbitrator's fees and expenses, if any, shall be borne equally by the Parties, unless otherwise stated in this Agreement. It is understood that any per diem costs of the arbitrator are governed by applicable rules and regulations. If possible, the arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek.

B. The grievant(s)**,** and all employees who are called as witnesses, and who are on active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. The arbitrator shall have discretion to determine who may testify.

C. If either party requests a transcript, the requesting party will bear the entire cost of such transcript and will forward one copy to the arbitrator. If the other party wishes to have a copy of the transcript, both parties will equally share the cost of all transcripts.

Section 4

A. An arbitrator will strive to issue a decision as quickly as possible after the close of the record**,** but in any event, no later than 30 days after the close of the record.

B. The arbitrator shall have no power to add to, subtract from, disregard, alter, and/or modify the terms of this Agreement. His/her award or recommendation shall be limited to the issues(s) presented at arbitration.

Section 5

No later than 30 calendar days prior to the arbitration, the Parties will exchange lists of proposed witnesses. If a party fails to provide its witness list**,** the party that fails to provide its witness list will be prohibited from presenting witnesses at the arbitration.

In addition, 30 calendar days prior to arbitration, the Parties will arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or waiving the use of a transcript.

Section 6

A. The arbitrator shall have the authority to make all arbitrability and/or timeliness and/or grievability determinations. These determinations shall be made prior to addressing the merits of the original grievance to the extent possible.

Section 7

Any party appealing an arbitration award to a higher level authority shall pay its costs of that arbitration appeal whether the appeal is successful or not.

Section 8

Where a witness under the control of either Party is requested of and approved by the arbitrator, neither Party will interfere with the appearance of the witness and the Party having control will make a good faith effort to ensure that the witness appears.

Section 9

It is agreed and recognized that arbitration provided herein is final and binding on both Parties in accordance with 5 USC § 7122, but will have no precedential effect. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 10

If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

ARTICLE 30
Expedited Arbitration

Section 1

This expedited arbitration procedure is intended to provide prompt and efficient resolution of certain matters. Accordingly, the Parties agree to submit grievances concerning the following matters to arbitration in accordance with the terms of this Agreement:

A. Suspension**s** of fourteen (14) days or less;

B. Written reprimands;

C. Denials of annual, sick, or leave without pay;

D. Absence without leave (AWOL);

E. Performance appraisals, or career promotion denials;

F. Any other matter which the Parties, by mutual agreement, may determine;

G. In no case will a matter be submitted under this procedure which includes allegations of EEO violations.

Section 2

The request for arbitration under this article must be made within five (5) workdays after receipt of the final decision by the Union, or, if no final decision is issued, within five (5) workdays from the date each decision should have been issued. If not appealed within this time limit, the Union will have the option of appealing through the regular arbitration procedure.

Section 3

A. When arbitration is invoked by the Union, the Parties will, within five (5) workdays after invocation, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. These arbitrators will be from the Washington, D.C. metropolitan area for headquarters grievances, or from the local work site metropolitan area or, metropolitan area encompassing the regional office for grievances arising in the regions or National Hearing Centers.

B. Management and the Union will meet within five (5) workdays after both Parties have received the list to seek agreement on an arbitrator.

C. If the Parties cannot agree on an arbitrator, Management and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine whether Management or the Union strikes the first name.

D. The arbitrator will conduct the hearing within fifteen (15) calendar days after being notified of his/her selection. If the arbitrator is unable to hear this case within this time frame, the next arbitrator on the list will be selected.

Section 4

The following procedures will apply to the arbitration of any dispute under this procedure:

A. The arbitration hearing shall be held during the regular workhours of the basic workweek at a convenient site arranged by the Employer.

B. The Parties have the right to issue opening and closing statements, and to present and cross examine witnesses.

C. Attendance at the hearing will be limited to those determined by the arbitrator to have direct knowledge of the circumstances and factors bearing on the case. The arbitrator may exclude any testimony or evidence which he/she determines irrelevant or unduly repetitious.

D. Witnesses will normally be present at the hearing only while testifying and should be permitted to testify only in the presence of the aggrieved employee or his/her representative and the Employer's representatives.

E. The grievant’s representative and all employees of the Employer who are called as witnesses, and who are on active duty status, may use time in accordance with Article 8, or, shall be excused from duty respectively, to the extent necessary to participate in the arbitration proceedings without loss of pay. The arbitrator shall have sole discretion to determine who may testify.

F. The hearing shall be informal, and strict rules of evidence will not apply. However, all testimony shall be made under oath or affirmation.

G. There will be no transcript.

Section 5

A. The arbitrator will issue a brief written decision within fifteen (15) workdays of the close of the hearing. This decision will be final and binding on both Parties in accordance with

5 USC § 7122, but will have no precedential effect. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

B. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, agency policies or regulations. His/her award will be limited to the issues presented at arbitration.

C. An arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make such prior to addressing the merits of the original grievance.

Section 6

The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Parties unless otherwise stated in this Agreement.

ARTICLE 31
Reduction-in-Force

Section 1 Negotiations

The Agency and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function action. In the event of a reduction-in-force and/or transfer of function, the Agency will notify the Union and fulfill its obligation to bargain consistent with
5 U.S.C. 71.

Section 2 Notification to the Union

A. Written notification shall be made at the earliest possible date but not less than seven (7) calendar days prior to the notice to employees. The notification will include:

   1. The reason for the action to be taken;

   2. The approximate number of employees who may be affected initially;

   3. The types of positions anticipated to be affected initially; and

   4. The anticipated effective date that action will be taken.

B. The Agency shall provide the Union, upon request, with information in accordance with 5 U.S.C. 7114(b)4.

Section 3 Notice to Employees

The Agency will provide a specific notice at least sixty (60) calendar days in advance to individual employees who will be affected by a reduction-in-force action.

ARTICLE 32
Dues Withholding

Section 1

This article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation. The Agency has the discretion to automate the processes described in this article. This article covers all eligible employees:

A. who are members in good standing in the Union;

B. who have voluntarily completed Standard Form 1187 (SF-1187), Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and

C. who receive compensation sufficient to cover the total amount of the allotment.

Section 2

The Union agrees to:

A. Inform and educate employee members of the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.

B. Purchase and distribute to employee members SF-1187s.

C. Complete Section A of SF-1187 and keep the Agency informed of any changes in this information:

1. Forward properly executed and certified SF-1187 to Servicing Personnel Office (SPO) on a timely basis (signed and dated by an authorized official).

2. Inform the SPO of the name of any particular employee who has been expelled or ceases to be a member in good standing in the Union within fifteen (15) days of the date of receipt of final determination.

3. Inform the SPO of any change in the schedule of membership dues.

4. The Union President will provide in writing the Agency with the name and title of the Union official(s) authorized to complete Section A of the complete SF-1187, and will inform the SPO, in writing, when such official(s) are changed.

Section 3

The Employer agrees:

A. To deduct and process voluntary allotments of dues in accordance with this Agreement.

B. To withhold authorized dues on a biweekly basis at no cost to the Union or the employee.

C. To process a properly certified SF-1187 within the pay period of its receipt.

D. To notify the employee and the Union when an employee is not eligible to enroll in the automatic dues withholding program because he/she is not included under the recognition in the appropriate, exclusively recognized unit on which the Agreement is based.

E. To withhold new amounts of dues upon certification from the NTEU National president so long as the amount has not been changed during the past twelve (12) months.

F. To prepare remittances and reports as follows:

1. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union.

2. Submit electronic remittance(s) to the National Treasury Employees Union.

3. Provide the person designated in F.2 with a dues withholding report as produced by the Agency.

Section 4

The effective dates for actions under this Agreement are as follows:

A. ACTION: Starting dues
EFFECTIVE DATE: Beginning the first full pay period withholding period after the date of acceptance.

B. ACTION: Change in the formula for dues withholding

EFFECTIVE DATE: Beginning of first full pay period designated by the Union's National Office (the formula shall be provided to the Employer a minimum of thirty (30) days prior to the effective date of change).

C. ACTION: Termination due to loss of membership
EFFECTIVE DATE: Beginning the first pay period following loss of recognition in good standing

D. ACTION: Termination due to loss of recognition upon which allotment was based
EFFECTIVE DATE: Beginning of first full pay period following loss of recognition

E. ACTION: Termination due to separation, transfer, or reassignment
EFFECTIVE DATE: If action is effective on first full day of pay period, termination allotment will be at the end of preceding pay period or after receipt of notification.

If action is effective on other than first day of pay period, termination of allotment will automatically be at the end of such pay period.

Section 5

A report will be provided to the Union with the following information:

A. The employees' names in alphabetical order by last name;

B. Amount withheld;

C. Separated employees;

D. Terminations for reasons other than separation;

E. New allotments;

F. Revocations of employees' dues withholding;

G. No deductions because the employees' compensation was insufficient to permit a deduction; and

H. Automatic pay adjustment.

Section 6

Revocation by Employee

It is the responsibility of the employee to notify the Agency, in writing, when the employee is reassigned, promoted, or transferred out of the bargaining unit. Requests for revocation of dues allotments may be submitted at any time**.** An employee must be given the opportunity to revoke his/her authorization for dues withholding at least once every twelve (12) months. All requests received prior to September 1 will be effective on the first full pay period on or after September 1. Requests received after September 1 will be held until the following September 1.

To effect a revocation, an employee must submit a properly completed SF-1188 or a written request containing the employee's name, social security number, timekeeper number, and work location to the Agency.

Section 7

NTEU will be provided information on dues withholding by its members. The Agency will consider data points requested by NTEU in conjunction with these reports.

ARTICLE 33
Negotiations

Section 1

A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Civil Service Reform Act and this Agreement and, in accordance with applicable law, rule, regulation, and this Agreement, to initiate changes in operational and administrative procedures and programs when the Employer determines it is in the interest of the Employer to do so.

B. The Employer recognizes that the Union, in accordance with law, has the right to:

1. Receive timely advance notice of any changes in the conditions of bargaining unit employees' employment.

2. Bargain over the full range of statutory issues associated with the exercise of any management rights.

C. The Union and the Employer agree that it is in the interest of the Parties to expeditiously resolve bargaining issues.

D. The duties of the Parties to negotiate in good faith under this article shall include the obligation to:

1. Approach negotiations with a sincere resolve to reach agreement;

2. Be represented by duly authorized representatives prepared to discuss and negotiate on the subjects authorized by this article;

3. Meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

4. In the case of the Employer, to furnish to the Union, upon request, and, to the extent not prohibited by law, data:

a. Which is normally maintained by the Employer in the regular course of business;

b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining; and

5. If agreement is reached, to execute on the request of any Party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

E. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by appropriate authority (except the Agency head) after the effective date of this Agreement, either Party may reopen the specifically affected sections as well as issues clearly and unmistakably bargained away as part of any agreement on the now invalid terms, where one (1) or both Parties have not formally pursued enforcement of the provision.

F. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by the Agency head after the effective date of this Agreement, either Party at its option may request reopening negotiations on the disapproved provision(s), and/or the Union may repudiate the agreement or any part thereof and request reopening negotiations on any of the repudiated provisions.

Section 2

The Employer agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment which terminates or conflicts with specific terms or conditions of this Agreement.

A. However, mandatory amendments may be required after the effective date of this Agreement because of new laws, changes to existing laws, Executive Orders or regulations of government-wide authorities.

B. In such an event, the Parties shall meet within fifteen (15) workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the Agreement required to bring this Agreement into conformity with the changes in laws, Executive Orders or regulations of government-wide authorities.

C. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Where they cannot agree, these negotiations will be conducted in accordance with the ground rules described below for normal mid-contract negotiations. Amendments resulting from these negotiations shall be effective upon signing by the Parties.

Section 3

A. The Employer shall provide the Union with reasonable advance notice, (but normally not less than two (2) weeks), of intended changes in terms and conditions of bargaining unit member's employment prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71. The Union will have two (2) weeks in which to invoke its right to negotiate over the requested change by submitting written proposals. The parties may mutually agree to waive the above constraints. The notice will include the following:

   1. A description of the desired change,

   2. An explanation of how this change will be implemented,

   3. An explanation of why the proposed change is necessary.

B. The Union agrees that the Employer has the right to implement necessary changes in personnel policies, procedures, and practices affecting the terms and conditions of employment after notice and an opportunity to negotiate have been afforded to the Union, and prior to impasse, where implementation is required to meet an exigency such as statutory deadlines, court ordered time limits, etc. In such circumstances the Parties may mutually agree to continue negotiations on a post-implementation basis.

C. The Employer will provide notice of employer-initiated changes to the President of the NTEU Chapter or his/her designee(s). The notice will designate the Employer's representative.

Section 4

A. The Parties agree that proposed changes shall be negotiated at the OHO Headquarters level.

Section 5

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

A. Negotiations will take place at a site provided or via technology as determined by the Employer.

B. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place. When feasible, the Employer shall make shift adjustments for union representatives to accommodate the bargaining process.

C. An employee representing the Union under this article shall be authorized time in accordance with Article 8 for such purposes during the time the employee otherwise would be in a duty status. The bargaining teams shall be limited to two (2) members for each Party unless the Parties mutually agree otherwise. The number of employees for whom union time is authorized under this section shall not exceed the number of individuals designated as representing the Employer for such purposes.

D. Management will determine the location of all bargaining. If the parties are not co-located, negotiations will be conducted through the use of appropriate technology as determined by Management. If not co-located, the Union may request face-to-face negotiations and will be required to pay their own travel expenses.

   Management may elect to offer face-to-face bargaining. If Management elects to offer face-to-face bargaining, it will pay travel and per diem expenses for up to two (2) union negotiators. All payment of travel expenses and per diem will be governed by applicable law, rule, and regulation.

E. The Employer will provide the Union Negotiating Team with access to customary and routine services such as office supplies, FAX, and photocopy equipment.

F. Negotiations will commence on a mutually agreeable date. Absent such mutual agreement, negotiations will commence on the fifteenth (15th) day after the Employer received the Union's proposals (if a workday, otherwise the next succeeding workday).

Section 6

Upon certification of an impasse between the Parties in connection with mid-contract negotiations, either Party can appeal to the Federal Service Impasses Panel.

Section 7

A mid-term agreement shall be viewed by the Parties as amendments to the Agreement. It shall be effective upon signing, unless otherwise specified, subject to the review of the Agency pursuant to 5 U.S.C. 7114(c).

ARTICLE 34
Duration and Termination

Section 1 General

This Agreement shall become effective following ratification by the Union and approval by the Agency pursuant to 5 U. S. C. 7114.

Section 2 Duration

This Agreement shall remain in effect for a period of six (6) years from its effective date and automatically renew itself from year to year thereafter. However either party may give written or electronic notice of its intent to add, amend, reopen, modify, or terminate existing Articles of the Agreement at least ninety (90) calendar days, but not more than one hundred twenty (120) calendar days prior to the expiration date. Such notice must be accompanied by a list of the Articles that either party intends to add, amend, reopen, modify, or terminate. Ground Rules Negotiations will be conducted in accordance with Article 33.

Section 3 Declaration of Invalid Provisions

In the event that any provisions of this Agreement shall at any time be found or declared to be invalid by a court of competent jurisdiction, or through any government regulation or decree, such decision shall not invalidate the entire Agreement, since it is the expressed intention of the parties that all provisions not found or declared to be invalid shall be in full force and effect for the duration of this Agreement.

ARTICLE 35
Office Space and Relocations

Section 1

The Employer will provide employees with appropriate space and suitable equipment for the efficient performance of their required duties. The Union may request to negotiate over any proposed changes regarding space not covered by this Agreement.

Section 2

An ergonomic chair will be made available to employees. Employees will be provided with lockable storage. New employee workstations will include adjustable desks and/or tables and individual lighting. No employee will be permanently assigned to work in a space other than a private office or a cubicle.

Section 3 Office Openings, Moves, Relocations, Expansions and Renovations

A. The Agency will provide the Union with advance information related to any office opening, relocation, expansion, or renovation. These actions will be accomplished in accordance with applicable Agency policies.

B. The Union will be provided with a copy of the new or revised floorplan resulting from an office opening, relocation, expansion, or renovation. Upon receipt, the Union will have five workdays from receipt of floorplan to provide input on the floorplan. Management will give bona fide consideration to Union recommendations regarding the floor plan. Management will confer with the Union regarding its recommendations to the floor plan.

C. There will be a general orientation meeting with employees to review the procedures, dates, times, and other aspects of the office opening, relocation, expansion, or renovation, including parking facilities. If possible, employees will be allowed to participate in selecting finishes, such as carpeting and paint. Employees will be allowed to inspect the floor plan. The Union will be allowed to attend this meeting.

D. If an employee's personal materials and/or files will be moved due to an office opening, relocation, expansion, or renovation, employees may receive a reasonable amount of duty time to pack and unpack those items.

E**.** If non-hoteling employee workspace assignments will be changed as a result of an office opening, relocation, expansion, or renovation, employees will be allowed to select their new workspace assignments according to seniority based on employee time in the office.

F**.** If the applicable Facility Physical Security Action Plan is changed as a result of an office opening, relocation, expansion, or renovation, employees will be briefed on the updated Facility Physical Security Action Plan within 30 days. The Employer will provide Employee**s** the emergency telephone numbers for building security and local fire, police and medical services.

G**.** Following the completion of the office opening, relocation, expansion, or renovation, management agrees to conduct an evacuation drill, shelter in place drill, and a health and safety inspection in accordance with the Facility Physical Security Action Plan.

H**.** If management chooses to redeploy employees to other locations (including an ADS) during an office relocation, expansion, or renovation, management will first determine the numbers, types, grades and qualifications of employees to be redeployed to other work locations . Employees will identify their preferences from among available locations. Management will select based on seniority, defined as time in the office.

I**.** If management chooses to retain a skeleton staff during an office relocation, expansion, or renovation, management will first determine the numbers, types, grades and qualifications of employees needed for the skeleton staff. Employees will be given an opportunity to volunteer for the skeleton staff and management will select from qualified volunteers based on seniority. If there are an insufficient number of volunteers, management will use inverse seniority to assign qualified employees to the skeleton staff.

J**.** Any Health and Safety related issues associated with Office Openings, Moves, Relocations, Expansions and Renovations will be handled in accordance with Article 25.

Sidebar – Article 35

1. The Agency has determined that it may implement the new workstation design during major space actions, e.g. opening, relocations, renovations, if the Agency chooses to do so. Otherwise, existing workstations/workspaces will remain in place.

2. Management will make efforts to ensure that employees with reasonable accommodations in their current workspaces will retain the accommodation in the new workstation if such accommodations continue to be appropriate.

3. The Agency will make efforts to provide workspaces with direct or indirect access to natural light. Local managers will consider the use of sound dampening technology where warranted. Local managers will attempt to organize cubicle pods by position where viable.

4. The Agency agrees that the use of security measures, including security cameras or door locking systems, is primarily for security purposes.

5. Unsafe Working Conditions: When the Agency determines that exposure to unsafe or unhealthy working conditions cannot be immediately corrected, employees will either be assigned to work in a safe and healthy area in the same office or deployed to another installation or ADS.

ARTICLE 36
Transportation Subsidies

The Agency may continue to provide a public transportation subsidy program for bargaining unit employees. If the Agency proposes to suspend the subsidy program or reduce the monthly reimbursement amount, and there is a duty to bargain under law, the Agency will provide NTEU with notice and the opportunity to bargain.

In the event the Agency increases the transit subsidy for another bargaining unit, the Agency shall likewise increase the subsidy for NTEU represented employees.

All employees are eligible to apply for a transportation subsidy from the Agency. Employees eligible to participate in the agency transportation subsidy program, which will be in accordance with government-wide rules and regulations, may receive a subsidy not to exceed the amount of their actual monthly commuting expenses, up to the maximum amount authorized by the Agency.

ARTICLE 37

Furloughs

Section 1 Furlough Due to Lapse in Appropriations (Government-Wide Shutdown)

The following procedures apply during a furlough due to a lapse in appropriations:

A. During a government shutdown, management will provide furloughed employees with all information to which they are entitled by law in any decision notice.

B. The Employer retains the right to determine which duties and responsibilities must be performed during a furlough and which employees are qualified to perform such duties and responsibilities. The Employer agrees to provide a final list of "excepted" positions to the Union.

C. The Employer will notify all impacted employees of the conclusion of the furlough. The notification will include instructions on reporting to work. However, Management will consider employee requests for leave on the day employees are to return to work.

D. All filing and processing deadlines contained in the collective bargaining agreement will be extended by the number of days that the Federal Government is shut down.

Section 2

The Agency will update the Office of Personnel website that employees can access to receive information on the shutdown furlough. The Agency will inform employees

regarding the existence of the website. The website will contain information for employees regarding the impact of the furlough on employee pay, leave, and benefits.

Section 3

While in a non-pay status, employees may engage in outside employment without obtaining prior written permission as long as the outside employment does not otherwise violate law, rule, or regulation.

Section 4 Administrative Furlough

A. Administrative furlough means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons. Such furloughs will be imposed only for such cause as will promote the efficiency of the service. The following procedures will apply when an administrative furlough is expected to last thirty (30) days (i.e., twenty-two (22) work days) or less.

B. Employees may not substitute annual leave, sick leave, paid administrative leave, compensatory time, credit hours or any other paid leave for furlough hours.

C. If an employee has “use or lose” leave scheduled during the furlough, the employee and their manager shall make reasonable effort to reschedule the expiring leave during the leave year.

ARTICLE 38
Family and Medical Leave

Section 1 General FMLA Provisions

Consistent with the Family and Medical Leave Act (FMLA), eligible employees who properly request FMLA and provide acceptable medical evidence, may be entitled to a total of twelve (12) weeks of unpaid leave during any twelve (12)-month period for:

A. The birth of a son or daughter of the employee and the care of the infant;

B. The placement of a son or daughter with the employee for adoption or foster care;

C. The care of spouse, son, daughter, or parent of the employee who has a serious health condition;

D. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position; or

E. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Section 2 FMLA Procedures

A. Employees must invoke their entitlement to family and medical leave and provide at least 30 days notice of their intent to take leave under FMLA if the leave is foreseeable. If not foreseeable, employees must provide notice within a reasonable period of time appropriate to the circumstances involved. Employees may not be put on family and medical leave unless they have invoked their entitlement to the leave.

B. Employees are responsible for requesting FMLA leave in accordance with the procedures outlined for requesting annual or sick leave in Article 16 and notifying the supervisor of their intent to request FMLA, including the type of leave, approximate dates, and anticipated duration. Employees may complete Form WH-380 E (Employee) or WH-380 F (Family) to invoke the use of FMLA. The 12-month period for using family and medical leave begins on the date employees first take family and medical leave.

C. Employees may choose to substitute annual leave for unpaid family and medical leave under FMLA. They may also substitute sick leave in those situations in which the use of sick leave is permitted and they have not used their maximum entitlement of leave for the leave year.

Section 3 FMLA Military Leave

Under FMLA, eligible employees who are the spouses, sons, daughters, parents, or next of kin of a covered servicemember shall be entitled to a total of 26 administrative workweeks of unpaid leave during a 12-month period to care for the servicemember if the servicemember was injured in the line of duty while on active duty. However, the total amount of leave used under FMLA cannot exceed 26 administrative workweeks of leave during any 12-month period.

Section 4

Additional information on FMLA can be found on the Office of Personnel Management (OPM) website and in Personnel Policy Manual (PPM) Chapter S630_4.