UNITED STATES

Department of State

AFGE

American Federation of
Government Employees
Local 1534 (AFL-CIO)

Negotiated

Labor - Management Agreement

April 2017

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PREAMBLE

Pursuant to the policy set forth by Title VII of the Civil Service Reform Act of 1978 (5 U.S.C. Chapter 71) governing Federal Labor-Management Relations, and subsequent executive orders, the following Articles of this Master Agreement, together with any and all supplemental agreements and amendments which may be subsequently agreed to, constitute the total Master Agreement between the United States Department of State (hereinafter called the Employer or Department) and the American Federation of Government Employees, AFL- CIO, Local 1534 (hereinafter called the Union) for the bargaining unit employees (hereinafter employees or unit) described in Article 2. The Employer and the Union will be collectively referred to in this Master Agreement as the Parties.

The Parties agree that the statutory protection of the right of employees to organize, bargain collectively, and participate through the Union safeguard the public interest, contribute to the effective conduct of business, and facilitates and encourages the amicable settlement of disputes between the Parties involving conditions of employment.

Collective Bargaining as appropriate is in the public interest, and this Master Agreement should be interpreted and administered in a manner consistent with the requirement of an effective and efficient Government. The Parties hereby affirm their commitment to build a positive and cooperative bilateral relationship to jointly achieve the objectives of the mission. The Parties agree to cooperate when the employer introduces new personnel policies, practices and technology that will improve employee productivity and service to the public. Therefore, with the foregoing in mind, in order to advance the Department of State's objectives and the wellbeing of its employees, the Parties subscribe to the following statements of the respective rights and obligations of the Employer and the Union:

ARTICLE 1
PARTIES TO THE MASTER AGREEMENT AND RECOGNITION OF THE BARGAINING UNIT

Section 1. Recognition
The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below.

Section 2. The Bargaining Unit
The Bargaining Unit covered by this Agreement consists of all permanent non-professional Wage Grade and General Schedule employees employed by the Employer in the Washington, D.C. metropolitan area (hereinafter referred to as employees).

The Bargaining Unit employees covered by this contract excludes all professional employees, temporary employees, employees appointed under the Foreign Service Act, and employees described in 5 U.S.C. 7112 (b)(1), (2), (3), (4), (6), and (7).

Section 3. Non- Bargaining Unit Membership
Any foregoing definition of the Bargaining Unit does not prevent an employee from joining or continuing membership in AFGE Local 1534 on their own volition. However, such membership does not constitute a right to representation by AFGE Local 1534 under the provisions of this Master Agreement.

ARTICLE 2
DURATION AND RENEWAL OF MASTER AGREEMENT

Section 1. Effective Date and Term
The effective date of this Master Agreement shall be the date signed by both Parties, subject to the approval of the Secretary of State, or designee, or the 31st day after the date signed by the Parties, whichever comes sooner. Subject to Section 2.b, it shall remain in effect three years from that date. Thereafter, the Master Agreement shall be renewed for additional one-year periods dating from the last termination date, unless between 105 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to amend, supplement or renegotiate the Master Agreement. The other party promptly upon receipt must acknowledge the notice. If such notice indicates intention to amend, supplement or renegotiate the Master Agreement, the current Master Agreement shall remain in full force and effect until such changes have been negotiated and approved.

Section 2. Amendments and Supplements
This Master Agreement shall be amended and/or supplemented as follows:
a. The Parties will amend and supplement this Master Agreement as required to reflect changes mandated by law, Executive Order or Government-wide regulation;
b. Changes not mandated as noted above may be proposed by either party at any time, but will only be negotiated if both Parties mutually agree to bargain over the proposals not already the subject of negotiations under this Master Agreement.

Section 3. Effective Dates of Amendments and Supplements
Amendments and/or supplements to this Master Agreement agreed to by the Parties through negotiation are subject to approval of the Secretary of State or designee. If agreement or rejection under the law has not been received by the Union from the agency head within 30 days (as defined by FLRA regulations) from the date the Parties signed the document, the Amendment or Supplemental Agreement will be effective on the 31st day following the signing by the Parties. These agreements shall remain in effect concurrent with the terms of this Master Agreement.

Section 4. Authority of this Agreement
To the extent that the provisions of the FAM are in conflict with this Agreement, the provisions of this Master Agreement prevail for this bargaining unit.

ARTICLE 3
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Intent of the Parties
It is the intent of the Employer and the Union that all employees be treated with fairness and dignity. It is also recognized that all employees shall treat each other with fairness and dignity including personnel outside the bargaining unit.

Section 2. Statutory Rights
Title 5 USC, Chapter 71 provides that each employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided in Chapter 71 of Title 5 of the United States Code, such rights include the right to:

a. act for a labor organization in the capacity of a representative, and, in that capacity, to present the views of the labor organization to officials of the Department and other officials of the executive branch, the Congress or other appropriate authorities, and
b. engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under the provisions of 5 USC 7102.

Section 3. Freedom of Action
No interference, restraint, coercion or discrimination will be practiced by the Employer against an employee for exercising any of the rights guaranteed by Chapter 71 of Title 5 or encouraging or discouraging membership in a labor organization. Neither shall an employee be disciplined or otherwise discriminated against by the Employer because he/she has participated in a grievance, administrative appeal, unfair labor practice complaint, or any other such proceeding brought under the provisions of Chapter 71 of Title 5 of the US Code.

Section 4. Right to Representation

a. An employee has the right to request a Union representative at all stages of a grievance, appeal or disciplinary action. An employee also has the right to request Union representation at any examination of the employee by the Employer or a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee makes such a request. Employees shall be provided annual notification of this right, also known as the Weingarten right. If requested, the employee will be advised of the meeting subject matter prior to the start of the meeting.
b. Other matters where an employee has the right to request Union representation includes but is not limited to:
    1. grievances filed under Article 20 of this Master Agreement;

2. any meeting concerning proposed disciplinary, adverse, or performance-based actions including an employee's oral response to a proposal for disciplinary, adverse, or performance-based action, "last chance" agreements, and proceedings before the Merit Systems Protection Board;
3. At the informal or formal stage after the filing of an EEO Complaint by the employee;
4. filing a workers' compensation claim with the Department;
5. investigations conducted by the Bureau of Diplomatic Security or a Department or non-Department employee on behalf of Diplomatic Security, where the employee reasonably believes that the investigation may lead to disciplinary or adverse action and the employee requests representation (see Section 6, part 1);
6. Employer-initiated meetings following issuance of a Notice of Negative Determination denying a within-grade increase;
7. When an employee is being issued a Performance Improvement Plan (PIP) and if a meeting is called to discuss the PIP regarding process and obligation of both management and the employee, and if the employee requests Union representation, the Union can be present during this discussion.
8. If management intends to have an additional manager (including HR specialist) in the post PIP issued performance discussion other than the immediate supervisor, the employee must be given 3-day notice of that determination. If the employee requests union representation under these conditions, the union may be present during these performance discussions, however, the union must adhere to the schedule for discussions set by management. If the union is unavailable, the meeting will continue as scheduled.
9. Reduction-in-Force appeals under Article 31 of this Agreement;
10. Office of Personnel Management or Department of State conducted desk audits resulting from a classification appeal.

Section 5. Response to Request for Union Representation

No action shall be taken against an employee because that employee requests representation. Once the employee requests a representative under appropriate circumstances described above, the Employer or Employer representative will not continue the examination or engage in any subsequent examination of the employee without providing the opportunity for the Union representative to be present. The Union must make certain that a representative is made available in a timely manner. If a representative that had originally represented the employee is not available, the Union may designate another Union representative to represent the employee.

Section 6. Interviews Conducted By Or On Behalf Of the Bureau of Diplomatic Security

Weingarten rights must be honored in any non-criminal interview whether the interview is conducted by the Employer or by an agent of the Employer. It is the Employer's

responsibility to periodically notify employees who conduct investigations on behalf of the Department's Bureau of Diplomatic Security of these rights. The individual conducting the interview shall not indicate to the subject of the interview that the employee does not need a representative or that the employee need not be concerned about the interview or its potential effects.

a. Employee Misconduct Interviews
   When an employee is the subject of an employee misconduct investigation, and an interview is conducted by an official of the Department's Bureau of Diplomatic Security, or by a Department or a non-Department employee on behalf of Diplomatic Security, the bargaining unit employee who is the subject of the investigation will be given 24 hours' notice of any contemplated interview, except when such advance notice may jeopardize the investigation or pose a threat to Department employees or the public.

An investigator may elect to provide the general nature of the investigation prior to conducting the interview. When the "Warning and Assurance to Employee Requested to Provide Information on a Voluntary Basis" (DS-7619) form or the "Warnings and Assurance to Employee Required to Provide Information" (DS-7618) form is used, the nature of the investigation will be listed on the form.

b. Security Interviews
   The Employer is required to comply with the Privacy Act of 1974, 5 U.S.C. § 522a, as amended. Information provided during a security or suitability background investigation will be used by the Employer to evaluate the applicant's or employee's suitability for employment and/or eligibility for access to sensitive or classified information. Such information may also be used for other purposes, including referral to another agency to which the subject subsequently applies for employment or referral to the Department of Justice for potential prosecution under 18U.S.C. § 1001.
   Completion of security paperwork and participation in a security interview is voluntary; however, failure to answer all questions fully and truthfully may lead to a negative determination on the subject's eligibility for access to sensitive and/or classified information.

Section 7. Membership in AFGE

Each employee in the bargaining unit has the absolute right to join the Union and to act on the Union's behalf if properly designated by the elected Union officials. However, nothing in this Master Agreement will require an employee to become or to remain a member of the Union or to pay dues or other monies to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction pursuant to Article 10, Section 3 of this Agreement, or paying dues directly

without payroll deduction.

Section 8. Matters of Personal Concern
This Agreement does not prevent any employee in the unit from bringing, on his/her own initiative, a grievance, complaint or any matter of personal concern to the attention of appropriate officials of the Employer without fear of penalty or reprisal.

Section 9. Prohibited Personnel Practices
The Employer is committed to managing of its personnel systems free from prohibited personnel practices and consistent with merit system principles. Employees who believe the Employer has violated these principles may file a formal complaint with the Office of Special Counsel. The following resources are available for consultation prior to filing a complaint: The Employee Consultation Services (ECS), EEO counselors, the appropriate Labor Relations Office, and the Union.

Section 10. Attorney Representation
For matters raised under the Negotiated Grievance Procedure (Article 20), employees are entitled to representation by an attorney or other representative only when the representative has been designated in writing by the Union's First Vice President (see Article 8), or designee, as a Union representative. In other matters such as MSPB or EEOC proceedings, employees may have the right to an attorney or other representative at their own expense, as provided by law or regulation.

Section 11. Use of Official Facilities and Right to Privacy
a. Employees may use office equipment for personal use if it involves negligible additional expense to the government-such as electricity, ink, small amounts of paper, and wear-and-tear. Supervisors should be consulted if there is any question over whether such use is in fact "negligible" or "small."
b. Employees are authorized to make limited personal local telephone/fax calls and calls charged to non-government accounts (e.g. personal telephone credit cards).
c. All employees shall have access to an email and voice-mail account for official use and limited personal use.
d. Employees shall be allowed Internet and Intranet access for official use and limited personal use.
e. Use of the above equipment and services must not interfere with official business. Personal use should generally be restricted to personal time.
f. Employees are not authorized to make use of internet sites or telephone exchanges (e.g., "900" numbers) that will result in charges to the Government. It is the employee's responsibility to be aware whether an additional cost is involved. Employees are prohibited from accessing internet sites that contain sexually explicit materials and other material that is inappropriate for the workplace, as well as other prohibitions as listed in 5 FAM 723. The Department expects employees to conduct

themselves professionally in the workplace and to refrain from using Department resources for activities that may be offensive to co-workers or the public.

g. The use of government equipment to generate personal income is prohibited.
h. Employees have no expectation of privacy in the use of the Internet, email, or telephone, and these services are subject to search if there exists reasonable suspicion that the contents may reveal evidence of illegal or inappropriate activity. The user of the service may witness a search conducted for cause by a third party, but not necessarily. The Employer will make a reasonable effort to contact a Union representative to be present during the inspection. Such inspection should be done in such a manner as to minimize embarrassment to the employee. Where a search has been conducted for cause, and the user of the service or the Union was not a witness to the search, the subject employee will be notified immediately that a search for cause has occurred.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 1. Recognition and Representation
The Employer recognizes the Union's right to act for and negotiate agreements covering all employees in the unit. The Union will represent all employees in the unit without discrimination, and with- out regard to Union membership. If an employee selects the Union to represent him/her, the Union may at any time after initial consideration of the employee's case, conclude that there is no merit in the employee's contentions and withdraw from the case.

Section 2. Formal Discussions
The Union will be given notice and the opportunity to be represented at formal discussions between one or more representatives of the Department and one or more employees in the unit, concerning any grievance or any personnel policy or practice or other general conditions of employment, except as specified in Article 3, Section 8, "Matters of Personal Concern." Before initiating a formal discussion, the manager will notify the appropriate AFGE Local 1534 First Vice President or designee. If the Vice President is not available, they must contact the Local 1534 President or designee.

Section 3. Union Rights
In addition, the Union, as the Exclusive Representative, shall be afforded advance notice and the opportunity to be represented in:
a. "last-chance" agreements as stated in Section 4 of this Article;
b. Upon employee request, Office of Personnel Management (OPM) conducted desk audits resulting from a classification appeal initiated by OPM or the Employer; and
c. Interviews conducted as part of contracting-out studies under Article 30 of this Agreement.

Section 4. Union Right under "Last Chance" Agreements
a. Implementation of "last chance" agreements shall be for just cause and will not be arbitrary, capricious, an abuse of management discretion based on disparate treatment, or in violation of fundamental fairness or public policy.
b. Duration of the probationary period contained in "last chance" agreements will generally not exceed two years. However, a lesser or greater amount may be negotiated.
c. As with any formal meeting, the Union will be given notice and the opportunity to be present. If a "last chance" agreement is proposed and the employee has elected not to have Union representation, a copy of the "last chance" agreement will be provided to the Union on the same date the "last chance" agreement is provided to the employee. If the employee has elected to have Union representation and a "last

chance” agreement is proposed, the Union will be provided a copy of the “last chance” agreement on the same date the “last chance” agreement is delivered to the employee.

d. "Last chance" agreements shall not in any way modify this Master Agreement, except that a "last chance" agreement may contain a specific waiver of a specific provision of this agreement which otherwise provides an appeal or grievance right regarding the employee who has entered into the "last chance" agreement.

Section 5. Changes in Bargaining Unit Status

When the Labor Relations Office (DGHR/PC/LM), and/or Employer decides to change the bargaining unit status (BUS) code of a position, the Union will be notified of the change prior to implementation. The Department will discuss the proposed change with the Union prior to implementation.

ARTICLE 5
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Legal Authority
In the administration of all matters covered by this Master Agreement, the Parties and the employees are governed by existing or future laws, government-wide regulations and Executive Orders, and agency regulations in existence at the time this contract is approved.

Section 2. Management Rights
Management rights are specified in law and Executive Order. The Parties acknowledge that 5 U.S.C. 7106 states as follows:

§ 7106. Management rights

(a) Subject to subsection (b) of this section, nothing in this chapter 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 6
CONDUCT OF LABOR-MANAGEMENT RELATIONS

Section 1. General
The Parties to this Agreement have the responsibility to conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. Notice to the Union
a. The parties agree that the Union shall be given the opportunity to negotiate, as appropriate, with respect to proposed changes in conditions of employment; personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions of employees in the bargaining unit. The Employer shall provide the Union with written notice of any proposed changes affecting employees in this regard. Notification will be made to the AFGE Local 1534 First Vice President or his/her designee. In the absence of the Vice President notice will be provided to the AFGE Local 1534 President or his/her designee. If the change is necessitated by a change in law or government-wide regulation, the Chief Labor-Management Negotiator (HR/PC/LM) will be responsible for notifying the AFGE First Vice President and negotiate post-implementation issues resolution only.
b. Once the Employer notifies the Union of a change in conditions of employment, the Union may, within 10 working days, request negotiations concerning the proposed changes. If a request to negotiate is not submitted within this time frame, it shall be deemed to constitute acceptance of the proposed changes by the Union.
c. If the Union requests clarification of any proposed changes, the Union must provide written notice of its questions for clarification normally within 5 working days of receiving the Employer's notification. Once such notice has been received by the Employer, the Employer shall address the request in a timely manner, normally within 5 working days. AFGE shall have 10 working days from receipt of clarification to request negotiations concerning the proposed changes. If a request to negotiate is not submitted within this timeframe, it shall be deemed to constitute acceptance of the proposed changes by the Union. The request for clarification must be made to the Employer official who provided the notification of change or their designee.
d. If the Union does request to negotiate, proposals must be submitted to the Employer within five (5) working days of the request to negotiate. The proposals must be submitted to the official who notified the Union of the change or their designee. If a meeting with the affected employees is requested by the Union, the Employer will work expeditiously to arrange such a meeting and the time from the meeting request to the meeting date will not count against the 5 working days to submit proposals. When such a meeting with the employees occurs, the Union must submit their proposals (5) working days after the meeting. The Employer will have ten (10)

working days to respond to the submitted proposals.

e. If AFGE requests to negotiate the proposed changes, the Employer is precluded from implementing its proposed action unless such action may be necessary to carry out the Department's mission during extraordinary circumstances. If such action is deemed an extraordinary circumstance, the Employer will, when possible, inform the Union in advance before implementation. In those situations, post-implementation issue resolution may be appropriate. Notwithstanding management's right to take action during extraordinary circumstances without prior consultation and negotiation under this provision, the Union may file an implementation dispute or grievance on behalf of the employee(s) concerning the Employer's action and its effect on employees, or the Employer's breach of a bargaining agreement, law, or regulation. The Union shall have 10 working days after the Employer's action to file an implementation dispute or grievance. If an implementation dispute or grievance is not submitted within this timeframe, it shall be deemed to constitute acceptance of the Employer's action.
f. If the parties do not agree as to the obligation to negotiate and the services of the Federal Labor Relations Authority (FLRA) are invoked, the Employer is precluded from implementing its proposed action until the FLRA resolves the negotiability issue, unless such action is necessary to carry out the Department's mission during extraordinary circumstances.
g. When good faith negotiations do not result in agreement, either Party may request the Federal Service Impasses Panel (FSIP) to consider the impasse or they may seek mediation of the matter. While the impasse is before the FSIP or a mediator, the Department may not implement the proposed change except to the extent mutually agreed to or to carry out the Department's mission during extraordinary circumstances.

Section 3. Union Initiated Mid-Term Bargaining

The Union shall transmit to the Employer any proposed changes in personnel policies, practices, or matters, whether established by regulation or otherwise affecting working conditions of employees provided they are not already part of this Master Agreement. The Employer shall respond to the Union proposal(s) within 10 working days from receipt of the proposal(s).

If the Employer requests clarification of any proposed changes, the Union shall address the request in a timely manner. The Employer shall have 10 working days from receipt of clarification to respond to the Union's proposal.

Section 4. Extension of Time

Nothing herein shall preclude the Parties, by mutual consent, from extending any time limits imposed under this Article.

ARTICLE 7
LABOR-MANAGEMENT COLLABORATION MEETINGS

Section 1. Purpose
It is the purpose of this Article to involve Union and Management representatives equally to further the agency mission, foster more productive and cost effective service to the agency's customers, and enhance the working conditions and morale of the employees. To that end the Parties should promote communication and cooperation between the Employer and the Union and where practical, involve Union and Management representatives equally at the pre-decisional stage. The Parties should strive to seek bi-lateral resolutions to labor-management issues whenever possible.

Section 2. Meetings
To facilitate that communication and cooperation, the Parties agree to meet monthly to discuss Labor-Management concerns, issues, and solutions. The Parties agree this is designed to lead to more productive and effective operations of the Department. The Parties shall agree to an agenda of subjects to be discussed prior to commencement of the monthly meeting. The agenda items should not normally be subjects of individual grievances but should pertain to mutual concerns of the Parties. Should the Parties not agree to an agenda or there are no issues raised by either party, the meeting shall be postponed until the following month. The Parties agree to attempt to schedule the meeting on a regular recurring basis.

The meeting will include the DAS DGHR responsible for CS issues, and the Union First Vice President. Neither party will be allowed more than four (4) representatives at these meetings unless otherwise mutually agreed to by the Parties (e.g., subject matter expert required).

ARTICLE 8
UNION REPRESENTATION AND OFFICIAL TIME

Section 1. General
The Employer and Union recognize that the development of orderly and constructive labor-management relations necessitates the use of official time by Union representatives. Employees who are certified by the Union in accordance with this Article shall be recognized as Union representatives for unit employees and shall be entitled to the use of official time under the provisions of this Article. No other person shall be entitled to such use of official time unless specifically covered within the Master Agreement. There will be no travel time, travel expenses or per diem for Union designated representatives except as expressly stated in the Master Agreement. Official time under this Article shall include all representational functions including statutory functions.

Section 2. Certification of Union Representatives
The Union shall certify to the Chief Labor-Management Negotiator (HR/PC) in writing the name, title, duty location, and phone number of the Union's representatives. A representative may not receive additional official time for more than one simultaneously held position as provided under this Article. The list of Union elected officers and appointed representatives will be provided to HR/PC on a quarterly basis. The Department agrees to respect the rights of the Union and will recognize the duly elected officers, stewards and other representatives of AFGE Local 1534.

Section 3. Representatives and Amount of Official Time
a. AFGE Local 1534 recognizes its responsibility to insure that its representatives do not unduly absent themselves from their assigned work on official time. Representatives will make every effort to perform their Union duties in a proper and expeditious manner.
b. Pursuant to 5 U.S.C. 7131(d), the following Union officials, representatives shall be granted the indicated amounts of official time to perform representational and contract administration functions. Official time is accumulated biweekly (per pay period) and there is no carryover of unused official time:
   - State First Vice President – 100% official time
   - State Second Vice President – 30% official time
   - Chief Steward – 30% official time
   - Bureau Union Stewards (one allotted to each Bureau) – 8 hours a pay Period
c. Where a Bureau Union Steward is designated to represent more than one Bureau or equivalent office, a reasonable amount of additional official time may be requested.
d. Any additional time beyond that normally allotted for the pay period must be submitted through the AFGE State Vice President to the Chief Labor-Management

Negotiator, HR/PC, for approval. Any denial of a request for additional official time will be given in writing, along with a general reason for the denial.

e. Union stewards will also be granted additional official time to attend Employer initiated formal discussions over changes in conditions of employment.
f. Official time will not be provided for internal Union business, which includes solicitation of members and collection of dues. Union stewards may negotiate the use of blocks of time with their immediate supervisor where appropriate and possible. The Bureau Executive Director or his/her designee must concur with any use of blocks of official time.
g. Representational functions include but are not limited to: meetings with bargaining unit employees about representational matters; handling and investigating complaints; interviewing witnesses; filing grievances; filing Unfair Labor Practice charges; formulating proposals; communicating representational rights and information to employees; representational research (e.g. Master Agreement, 5 U.S.C. Chapter 71, FLRA, FSIP regulation, case law); and reading and responding to representational messages.

Section 4. Procedures for Official Time

a. When it is necessary for a representative to use official time or to leave his/her work area to perform representational functions, the employee shall advise the immediate supervisor or designee of the intent to use official time and for what period.
b. The supervisor will inform the steward by email if the official time cannot be used at the requested time due to workload or it is determined official time is not appropriate. It is understood that, when required by the needs of the service, work assignments may preempt such scheduled time. When that is the case, the Union representative will be advised of when they will be able to use the official time requested.
c. Upon conclusion of the representational activity, the Union representative will inform his/her supervisor, or designee, as soon as possible that the activity has been completed.
d. All official time will be recorded as appropriate for time and attendance records. All official time will be recorded as "other excused absence {XA}" in the Department's time and attendance system. Remarks should indicate Union official time.
e. Bargaining unit members may be approved for official time when conferring with the Union representative over a concern in working conditions, preparation of a grievance or obtaining an interpretation of a contract provision. The employee must obtain approval of the use of time prior to any such meeting with a Union official directly from the immediate supervisor or designee. If due to workload consideration the time cannot be approved for that particular time requested, the employee will be advised when they will be approved for official time. Normally, official time for an employee to meet with a Union representative will not exceed one hour. If the employee needs more time, he/she shall justify to the supervisor as to why more time

is needed. Supervisors may approve, disapprove, or provide the official time in separate increments depending on their assessment of the situation.

f. Where a supervisor reasonably believes a Union representative is not following these procedures or is exceeding the time allowed, after consultation with the Labor Relations Office (HR/PC), and the Union State First Vice President, the following steps will be implemented:
   - The Union representative who is entitled to official time under this Article shall record and specifically annotate the use of all representational time in a weekly email submission to the immediate supervisor.
   - Once initiated by the representative, the supervisor or his/her designee shall keep these reports. Each use of time shall be posted on the day it occurs.
   - After six (6) months, HR/PC and the Union State First Vice President will confer and determine whether continued documentation of official time is necessary.

g. The parties recognize that the duty of fair representation may require that a particular representative be present at several proceedings involving a particular employee. In order to provide representation that is both efficient and fair, the parties agree to observe the following procedure:

Where the representative assigned to a particular employee has exhausted his or her allotment of official time and the Department requires the employee's presence in a proceeding in which the employee is entitled to representation, the Department may request that the Union assign a different representative. The Union will make a reasonable effort to comply with such requests. If no request is made, or if the duty of fair representation prevents the Union from assigning a different representative, the Department will either:

1. grant additional time to the representative for that proceeding; or
2. reschedule the proceeding when the representative can attend on official time.

h. In negotiating proposed changes in conditions of employment, the AFGE Local 1534 First Vice President may designate other bargaining unit members as representatives in those negotiations. The number of negotiators in these instances shall be the same unless agreed otherwise by mutual agreement.

Section 5. Performance Appraisals

Serving as a Union Representative shall not place those representatives at an advantage or disadvantage in appraising performance or in consideration for promotion.

Section 6. Training of Representatives

Official time may be granted to certified representatives to attend Union-sponsored training when it can be demonstrated by AFGE Local 1534 that the training, such as grievance handling, EEO law and procedures, position classification procedures, and safety and health, is of mutual benefit to the Union and the Department. Official time

for training for solely internal Union business will not be granted. The amount of time will only be for the time in class that the appropriate instruction is occurring, and will not be charged against previously authorized representational official time. Written requests for training time, including an agenda describing the training to be conducted, must be received by HR/PC at least ten working days prior to the date training is scheduled to commence. HR/PC will normally respond to the training request within five (5) working days.

Section 7. Travel Time

If a Union official is authorized to meet with an employee or management and it will require that Union official to travel from one State Building or Annex to another State Building or Annex, that Union official will be offered up to 15 minutes of additional official time to cover the travel time. Approval of additional time for travel can be requested and will not be unreasonably withheld but must be supported with evidence of the meeting time and where it will take place. Although it should be rare, an employee may be required to travel from one State Building/Annex to another and may request and be entitled to up to 15 minutes of additional time for this travel. Additional time can be requested with supporting evidence as described above.

ARTICLE 9
USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Space and Furniture
For the convenience and efficient servicing of employees in the unit, the Employer agrees to furnish office space and office furniture for the use of the Union. Such space shall be limited to space available within the Harry S Truman Building. The Union is scheduled to move into new office space in 2018 and has already completed its survey of space and equipment with the Bureau of Administration. Should the Employer need to deviate from that planned move to new space, the Union will be notified and given the opportunity to complete a new survey to assess its space and furniture needs. The Employer agrees to provide conference rooms and/or auditorium space for the Union to conduct general membership and other such meetings during lunch hours or after duty hours. Requests for use of such space must be initiated in advance. Normally at least three (3) working days' notice will be provided so that availability of space can be determined. The Employer acknowledges that it is desirable for the Union stewards to have access to space which is reasonably private to conduct meetings with employees and conduct other required representational duties. When the Employer has such space available and when it is requested by the Union, space will be made available to the representative to the extent possible. The Union understands that the Employer may need to temporarily preempt for its own use the use of such space but will provide the Union adequate notice and alternative arrangements when possible.

Section 2. Telephones
The Union may use Department of State telephones in conducting its representational business for authorized/legitimate labor-management purposes. This provision includes use of the Department of State telephone but does not include commercial toll calls. The Union is responsible for any long distance calls.

Section 3. Telecopier (Fax) Machines
Union representatives may use Department fax machines only for 25 representational purposes and only where such use does not impede efficient operations of fax machines and results in substantial time savings (e.g., for communication between Department complexes or with the AFGE State First Vice President).

Section 4. Reproduction Facilities
The Union may use specified reproduction facilities, but must furnish all supplies and materials used in such reproduction.

Section 5. Submission to *State Magazine*
Articles to be considered for publication will be submitted simultaneously to HR/PC/LM and the Editor of State Magazine.

Section 6. Mail
The Union may transmit routine correspondence to unit employees through normal internal distribution facilities.

Section 7. Bulletin Boards
The Employer will provide reasonable space on existing Department bulletin boards for the posting of Union notices, announcements, bulletins and other appropriate materials, subject to federal laws and regulations. Such posting of any of the materials by Union representatives who are employees of the Department shall be done only during off-duty hours. The Union agrees that material placed on the bulletin board will be related to Union business only. The Employer may bring to the Union's attention any material it deems inappropriate.

Section 8. Electronic Mail Systems
a. The Union may use the unclassified electronic mail system for routine representational and/or contract functions such as scheduling meetings, obtaining employee input on issues affecting the bargaining unit, and communications among union members and with management officials. Such e-mail usage shall not impede the normal and efficient operation of the Department's automated computer systems.
b. The e-mail system shall not be used for internal union business, such as elections and membership recruitment efforts.
c. The Chief Labor-Management Negotiator will be copied on all email communication from AFGE requesting a meeting with management.
d. The Employer will facilitate computer system installation and wiring of Union office space for access to the Department's Intranet and Internet in accordance with Bureau of Diplomatic Security regulations. The Department can, upon request, provide "links" to the Union's web site as available and appropriate. The Union is responsible for providing its own desktop computer equipment and peripherals.

ARTICLE 10
DUES WITHHOLDING

Section 1. General
The Employer agrees that payroll deductions for the payment of Union dues will be made from the pay of employees covered by this Master Agreement who voluntarily request such deduction. In implementing the dues deduction program, the Employer and Union will be governed by the provisions of this Article.

Section 2. Supply of Forms
The Union will be responsible for the distribution of Standard Form 1187 for the use by an eligible member of the Union who wishes to authorize the deduction of his/her dues. Standard Form 1188 will also be available through AFGE Local 1534 for employees who wish to revoke the allotment as described in Section 8.

Section 3. Requesting Dues Withholding
Standard Form 1187 may be completed at any time by a bargaining unit member certified by only the Union First Vice President, President or Treasurer of AFGE Local 1534, and forwarded to the Office of Labor-Management (HR/PC/LM) for concurrence. HR/PC/LM will in turn forward the approved dues allotment form to CGFS PAYROLL for processing. Dues will be withheld beginning with the first complete pay period following receipt of Standard Form 1187 at CGFS PAYROLL.

Section 4. Dues Schedule
AFGE Local 1534 certifies that the dues schedule applicable to its members will be provided to each member prior to membership enrollment. His/her schedule may be changed pursuant to Section 7 below. The Department will apply the appropriate dues schedule to Union members who authorize deduction of dues.

Section 5. AFGE Local 1534 Members Not In Good Standing
If AFGE Local 1534 suspends or expels a Union member, it will notify HR/PC/LM by email of that determination. HR/PC/LM will subsequently notify CGFS PAYROLL to cease dues deduction for that employee and copy the AFGE Local 1534 First Vice President.

Section 6. Dues Withholding Fees and Accounts
DOS will remit each biweekly pay period to the AFGE National Office a check payable to "The American Federation of Government Employees" for the net amount of dues withheld. The remittance check will be accompanied by a listing of names and amounts withheld.

Section 7. Change in Amount of Dues
When the amount of regular dues changes, the Union First Vice President, President or Treasurer of AFGE Local 1534 will notify HR/PC/LM of that change in writing. HR/PC/LM will acknowledge and forward by email to CGFS PAYROLL for inclusion in future allotments and the AFGE Local 1534 First Vice President will be copied. This should take effect within two pay periods of notification to CGFS PAYROLL.

Section 8. Automatic Termination of Dues Withholding
All allotments of Union dues withholding will be automatically terminated in the event of loss of exclusive recognition.

ARTICLE 11
ORIENTATION OF NEW EMPLOYEES AND DISTRIBUTION OF THE MASTER AGREEMENT

Section 1. Copies of the Agreement
The Employer shall provide the Union with sufficient copies of the Master Agreement to meet its needs including distribution to employees interested in receiving a hard copy of the Master Agreement. The Master Agreement will be posted on the Intranet at HR Portal under Labor Management. The Union may also have the Master Agreement posted on its website. The Labor Management portion of HR Portal will also include a link to the AFGE Local 1534 website. Any printing cost associated with production of the Master Agreement will be borne by the Employer.

Section 2. FSI Orientation Sessions
AFGE Local 1534 shall be advised of the schedule for orientation sessions at the Foreign Service Institute (FSI) for new Department of State employees who are in the bargaining unit and will be provided fifteen (15) minutes to address the employees during those sessions.

Section 3. Conference Space
On a space available basis, and upon request, AFGE Local 1534 will be provided conference space for Union representatives to introduce themselves to new employees near those employees area of responsibility (work space) regarding AFGE Local 1534 representational responsibilities and activities, and to furnish the employees with Union literature. The meeting with employees must be during non-duty status (e.g. lunch hour).

ARTICLE 12
EMPLOYEE ASSISTANCE PROGRAM

Section 1. General
The Employer agrees to promote an Employee Assistance Program (EAP) for employees whose job performance is adversely affected by problems including, but not limited to, alcoholism, drug abuse, duress, financial and legal concerns, marriage or family concerns, or other work-related or personal problems. The goals of this assistance program are:

a. To identify those employees who have real or potential problems which adversely affect satisfactory performance of the duties; and
b. To motivate troubled employees toward work improvement through assistance provided by consultative and rehabilitation services.

Section 2. Union- Department Cooperation

a. DoS and AFGE Local 1534 agree to cooperate in implementation of the EAP goals of providing assistance to employees on work- related and personal concern including rehabilitation/ education programs and counseling of employees on alcoholism, drug abuse, metal and emotional concern, behavioral disorders and
b. Inter-personal relations.
c. Local 1534 and DoS recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

Section 3. Confidentiality
Employee participation in the EAP will be strictly confidential.

Section 4. Use of Leave under EAP
Absences during duty hours for counseling, assessment, referral, rehabilitation, or treatment must be charged to sick, annual, or leave without pay in accordance with leave regulations and this Master Agreement.

Section 5. Union Notification of EAP Training
The Union will be informed of Employer sponsored seminars, workshops, conferences or training sessions related to EAP.

Section 6. Publicity
The Employer will inform employees of the program and its services by official releases and publications to be posted on bulletin boards.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy

a. The Employer and the Union are committed to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, national origin, religion, sex (including sexual harassment and pregnancy), age, disability (physical or mental), protected genetic information, sexual orientation, marital status, and/or status as a parent. It is understood that the EEO complaint procedure (29 CFR 1614) is not available to individuals claiming discrimination on the basis of political affiliation.
b. Employees may find information on the role of the EEO counselor and how to be assigned an EEO counselor on the S/OCR website under the Frequently Asked Questions link. The Employer will have a positive, continuing and results-oriented EEO program in accordance with the requirements of applicable statutes, government-wide regulations, and other controlling authorities, including, but not limited to, 29 CFR 1614 (discrimination complaints) and the current EEO Management Directive.

Section 2. Meetings With S/OCR

Upon request through Labor Relations Office (M/DGHR/PC/LM), the Office of Civil Rights will meet with the Union to discuss general EEO matters related to personnel policies, practices and general conditions of employment. S/OCR will pass on those concerns to the Employer if S/OCR determines it is appropriate to do so.

Section 3. EEO Counselors

a. Assigned EEO counselors shall meet the criteria and perform the functions prescribed by the Employer's Equal Opportunity Programs. Their duty is to attempt to informally resolve allegations of unlawful discrimination, explain to the complaining individual his/her rights and responsibilities in the EEO process, and if resolution is not obtained, to complete the EEO Counseling process and submit the necessary paperwork consistent with S/OCR's requirements.
b. The Employer will solicit employee nominations for EEO counselors. Additionally, an employee may nominate himself/herself or other candidates. The Union may also submit nominees for consideration. S/OCR will appoint the EEO counselors after considering nominees submitted in accordance with S/OCR and EEOC policy.
c. Employees may request EEO counselors of their choosing.
d. EEO counselors must complete initial mandatory training and annual mandatory training through FSI in accordance with S/OCR regulations and policy.

Section 4. Publicity
The Employer will advise employees of where to obtain information describing the Employer's Affirmative Employment Plan, the EEO complaint procedure, and the sexual orientation discrimination complaint procedure (3 FAH-1 H-1520). The names and telephone numbers of EEO counselors assigned will be maintained on the S/OCR website.

Section 5. Employee Rights
Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing, who may be a Union representative acting as a personal representative subject to the terms and conditions afforded representatives under applicable EEOC regulations and guidelines.

Section 6. Employee Recognition
The Employer will endeavor to recognize employees who make an outstanding contribution to the advancement of the EEO program. This recognition may include an oral commendation, an appropriate letter, an honorary award, or a cash award.

https://www.eeoc.gov

http://socr.state.sbu

ARTICLE 14
MERIT PROMOTION AND STAFFING

Section 1. Authority and Applicability

a. Department promotions are effected under the authority contained in Title 5, CFR Part 335.
b. The provisions of this Article apply only to bargaining unit positions covered by this Master Agreement.
c. Nothing in this Article prevents an employee in this bargaining unit from applying and being selected for positions outside the unit. The Merit Promotion and Placement Program governed by 5 CFR 335.

Section 2. Policy

The Employer is committed to the policy of providing an open and equitable merit promotion system that assures filling positions with the best qualified individuals available, and assures candidates that positions are filled according to merit factors, and Equal Employment Opportunity objectives. All standards used and judgments made in identification, evaluation, qualification or selection of candidates will be in compliance with 5USC 2302.

Section 3. Position Coverage

The Merit Promotion Plan applies to all competitive positions in the general schedule, GS-1 through GS-15 or the wage grade equivalent. Excepted service positions may also be filled through the use of the Merit Promotion Plan.

Section 4. Noncompetitive Actions

Competitive procedures do not apply to the following types of actions:

a. A temporary promotion, or detail to a higher graded position or to a position with known promotion potential of 120 days or less.
b. Assignment of an employee to a grade level previously held in the competitive service upon the exercise of reemployment rights.
c. Promotion of an incumbent to a position that is upgraded, without significant change in duties and responsibilities, due to the issuance of a new OPM classification standard or to the correction of an initial classification error.
d. Promotion of an incumbent when the addition of duties and responsibilities to a position results in a reclassification of the position to a higher-grade level (commonly referred to as "accretion of duties").
e. Promotion of an employee who did not receive proper consideration in a competitive promotion action.
f. A position change permitted by reduction-in-force procedures in 5 CFR, Part 351.

g. A promotion without current competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by non-competitive appointment or non-competitive conversion, or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled commonly referred to as career ladder positions (the intent must be made a matter of record and career ladders must be documented in the promotion plan).
h. Promotion to a grade previously held on a permanent basis in the competitive service from which an employee was separated or demoted for other than performance or conduct reasons.
i. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.
j. Promotion of an employee upon exercise of reemployment rights after military service when the employee's record shows selection for promotion in absentia or where the employee's former position was reclassified during the period of absence.
k. Promotion of an employee pursuant to a decision in or settlement of a Merit Systems Protection Board (MSPB) case, an EEO case or a grievance.

Section 5. Competitive Actions

Types of actions subject to competitive procedures:

a. Time-limited promotions for more than 120 days to higher graded positions (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total).
b. Details for more than 120 days to a higher-grade position or to a position with higher promotion potential.
c. Selection for training, which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for promotion as specified in 5 CFR 410.302.
d. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations).
e. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
f. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

Section 6. Temporary Promotions

a. A temporary promotion may be utilized in a situation when the temporary service of an employee is required in a position classified at a higher grade. It may be used, for

example, when an employee has to perform the duties of a position during the extended absence of the incumbent, to fill a position which has become vacant until a permanent appointment is made, to satisfy temporary workload increase, or to participate in a special short term project.

b. A temporary promotion is not appropriate primarily for training or evaluating an employee in a higher-graded position. In addition, a temporary promotion may not be used as a trial period for the purpose of determining a permanent promotion.
c. Unless an employee previously served permanently in a position with equal or greater promotion potential or competed for the higher level position, competitive promotion procedures must be used when a temporary promotion will exceed 120 calendar days.
d. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known on the vacancy announcement.
e. Temporary promotions are to be made for a specified period and may be extended in one year increments up to but not exceeding a total of 5 years (5CFR 335.102f), provided the temporary promotion was originally made under competitive procedures and the fact that it may be extended was conveyed in the vacancy announcement.

Section 7. Details and Reassignments

a. Details

1. A detail to an established position at the same or lower grade level may be made without competition.
2. A detail to an established position at a higher grade, or to one with greater promotion potential, may be made for up to 120 days without competition. Extensions beyond 120 days and temporary promotions of more than 120 days must be made through competition under the Merit Promotion Program.
3. Civil Service employees selected for overseas Foreign Service positions through the Hard-to-Fill Program will be placed on Limited Non-Career FS appointments equivalent to their current Civil Service grade and be offered reemployment to a Civil Service position equivalent to the Grade of the position the employee left within the Bureau prior to filling the Hard-to-Fill vacancy. A position offered upon returning from the Hard-to-Fill vacancy will be to a similar or like position vacated by the employee to the extent possible. The employee is required to fully meet OPM eligibility qualifications before being placed in any position.
4. A detail to unclassified duties may be made without competition but must be made in 120 day increments. A statement of duties must be prepared by the Employer and received by the appropriate HR office prior to the detail and a copy will be forward to the Employee.

5. Except for a brief period, an employee should not be detailed to perform work of a higher level unless there are compelling reasons for doing so. An employee will be given a temporary promotion instead of being detailed if the assignment to higher level work is for more than thirty (30) consecutive calendar days and the employee meets the minimum qualification requirements for the position.

b. Reassignments - The change of an employee from one position to another without promotion or change to lower grade.
   1. Reassignment includes movement to a position in a new occupational series, or to another position in the same series; assignment to a position that has been re-described due to the introduction of a new or revised classification or job grading standard; assignment to a position that has been re-described as a result of a position review; and movement to a different position at the same grade but with a change in salary that is the result of different local prevailing wage rates or a different locality payment.
   2. Reassignments to positions with no greater promotion potential than that currently occupied need not be advertised through merit promotion procedures. However, employees eligible for priority selection under the CTAP program will be advised of vacant positions in accordance with 5 CFR 330.
   3. Lateral transferees from other agencies may be appointed in accordance with the Merit Promotion and Placement Program if OPM public notice requirements have been met and ICTAP provisions have been met.

Section 8. Career Ladder Positions

a. Employees serving in career ladder positions are entitled to performance discussions at least once during the 52-week eligibility period from the date of the last promotion or date of appointment into the position. Supervisors are encouraged to have multiple performance discussions with employees in career ladder positions and supervisors are responsible for assigning to each employee in a career ladder position developmental work or projects of sufficient complexity and responsibility to allow the employee to demonstrate whether the employee is capable of performing satisfactorily at the next higher level in the career ladder. Employees serving in career ladder positions will be provided copies of all grade levels of the Position Descriptions for the position in the career ladder for which the employee has been selected to perform. Supervisors shall review the Position Descriptions with the employee to provide the employee with a full understanding of what is needed to demonstrate potential to serve successfully at the next higher grade level.
b. Employees not demonstrating this potential will be so advised during performance counseling sessions. Such notification should be provided as soon as possible once the supervisor has noted performance deficiencies that could result in a career ladder promotion being denied. An employee not demonstrating this potential should be notified 90 days in advance of the eligibility date for promotion but will be notified

not less than 60 days prior. The employee must be given the opportunity to improve and demonstrate the potential to serve at the next higher grade level.

c. Supervisors will notify the respective HR office and the employee 30-days in advance of the promotion eligibility date of the determination to promote or not promote the employee. If a supervisor determines that an employee has not demonstrated the potential to serve successfully at the next higher grade level, the supervisor will provide in writing to the employee specific areas in the position description and related to work commitments and/or competencies where performance needs to improve.

Section 9. Responsibilities

a. The Employer is responsible for:

1. Administering the Merit Promotion Program and ensuring that managers, subject matter experts, selecting officials and employees are aware of its provisions.
2. Advising and assisting employees interested in developing their skills for positions of greater responsibility.
3. Utilizing USA Jobs to publicize current vacancies an ensuring these vacancies are visible to employees.
4. Issuing certificates of eligibles to selecting officials and validating selections in accordance with laws, rules and regulations.
5. Coordinating the release dates for those employees selected through merit promotion for assignment to other organizational units.
6. Approving and finalizing personnel actions associated with merit promotion selections.
7. Notifying all applicants of the status of their application at key stages of the application process.
8. Maintaining records of all merit promotion cases with sufficient information to allow reconstruction of the action, if necessary.
9. Periodically reviewing and evaluating the Merit Promotion and Placement Program to ensure it conforms with the policy and procedural requirements of Title 5 Code of Federal Regulations.
10. Advising employees of their bargaining unit status.

b. Supervisors at all levels are responsible for:

1. Preparing objective, complete, and fair annual performance appraisal reports and special reports on employees in a timely manner. Special reports may be required by specific personnel programs such as the Upward Mobility Program.
2. Requesting temporary promotions when appropriate.

c. Employees are responsible for:

1. Keeping informed of the provisions of the Merit Promotion and Placement Program. They are encouraged to suggest improvements.

2. Applying their skills in positions to which they are assigned, engaging in appropriate self-development efforts whenever feasible, and participating in available training programs.
3. Applying for specific vacancies by submitting an application or resume and any other material indicated in the vacancy announcement to the appropriate office and ensuring applications are submitted and received by the closing date of the announcement.
4. Understanding that application material will not be accepted beyond the closing date of the announcement.
5. Ensuring that applications or resumes and other material submitted under vacancy announcements are up to date and accurately reflect their qualifications for the position for which applied.

Section 10. Alleged Violations and Employee Complaints

a. Right to File a Grievance - Employees have the right to grieve a merit promotion and placement action under Article 20. While the procedures used by the Employer to identify and rank qualified candidates are proper subjects for a grievance, non-selection from among a group of properly ranked and certified candidates, rating criteria, and OPM qualifications standards/procedures are not an appropriate basis for a grievance.
b. Investigating Alleged Violations - An employee who believes he/she has failed to receive proper consideration for promotion, or wishes to raise questions concerning any phase of the merit promotion and placement process, or is alleging a violation of the Merit Promotion and Placement Program should consult with their servicing HR office. When an employee requests Union representation, the designated Union official, in the presence of a representative of the appropriate HR office, will be given access to the working papers of the particular action. These working papers include the selection certificate, the applicant ratings and the application materials submitted by the applicants. Any information obtained from the official files will be safeguarded and treated in a confidential manner. All files will be reviewed in the servicing personnel office with an HR representative present and no documents may be copied or removed from that office.
c. Allegations of Prohibited Personnel Practices or Discrimination in Promotion Procedures: An allegation of prohibited personnel practices may be referred to the Office of the Special Counsel (OSC). An allegation of discrimination due to race, color, religion, sex (including pregnancy, gender identity and gender stereotyping), national origin, age (40 or older), disability (physical or mental), genetic information or sexual orientation may be processed as a discrimination complaint under 29 CFR 1614 with the Department's Office of Equal Employment Opportunity and Civil Rights.

Section 11. Priority Placement Consideration

a. When a position becomes vacant, certain candidates are given priority consideration. The applications of individuals entitled to priority consideration will be referred to the selecting official independently of those who respond to a vacancy announcement. Priority consideration will be given under the following circumstances.
    1. An employee changed to a lower grade within the Department without personal cause and not at their request receives consideration as specified in 5 CFR 536.
    2. An employee whose position has been identified for abolishment receives consideration in accordance with the Department's Priority Placement Program.
    3. Former employees who have registered for the Reemployment Priority List receive consideration as specified in 5 CFR 330 Subpart b.
    4. An applicant who did not receive proper consideration under the Merit Promotion Plan due to administrative error receives one priority consideration.
    5. As specifically agreed to, or required by, the settlement of or decision on an EEO case, an MSPB case, or a grievance.

Section 12. Merit Promotion Procedures

a. The Employer will adhere to all Department of State and OPM guidance and regulation when advertising a vacant position. The Employer retains the right to hire from any appropriate source. The area of consideration may be limited to a Bureau.
b. The minimum open period for vacancy announcements is five (5) working days.

Section 13. Selection Certificates

a. A selection certificate is a list of best-qualified applicants to be referred for a particular vacancy. A separate selection certificate (or certificates if noncompetitive eligibles are referred) will be issued for each advertised grade level. Qualified noncompetitive eligibles will be referred on a separate certificate(s). Veterans Readjustment Appointment (VRA) eligible and/or eligible veterans who were not rated among the best qualified may be referred on a veterans' certificate.
b. HR or OPM will prepare and issue selection certificates. Merit promotion candidates will be listed alphabetically on the selection certificate. Selection certificates will remain valid for 20 calendar days from the date of issuance, unless extended for just cause by the Employer or OPM. Certificates may be extended due to unusual or extreme circumstances up to an additional 10 calendar days, in two 5 calendar day increments (not to exceed a total of 30 calendar days). The decision to extend certificates must be rare rather than the norm. The request to extend certificates must be received and approved prior to the certificate expiration date. Additional vacancies not reflected in the announcement that occur in the Bureau after the opening date of the vacancy announcement for position(s) identical (same grade, series and title) to the original vacancy may be filled from the selection certificate.
c. The selecting official must review application materials for all referred candidates.

d. Selecting officials have the option of interviewing all, any or none of the candidates referred on all available selection certificates issued to management. All certificates issued will include written guidance instructing the selection official of their responsibilities concerning the interview and selection process.
e. The selecting official will annotate the certificate with his/her selection, sign and date it, and return the certificate to the appropriate servicing HR office.
f. For all State Department employees selected for promotion under this program, the release date will normally be at the end of the first full pay period following the date the release is requested. For reassignments, if a mutual date cannot be agreed upon between the losing and gaining bureau, the release date as stated above stands.
g. *The selecting official has the right to select or not select any candidate referred on the selection certificates.* The Department's policy for re-advertising Merit Promotion (MP) and Delegated Examining (DE) vacancy announcements, in which a certificate of eligible(s) has been issued, is a 30-day waiting period for merit promotion announcements and 90-day waiting period for delegated examining (all sources) announcements. When there is no selection made from certificates issued or certificates are cancelled, the selecting official must provide a written justification explaining why a selection was not made or the reason the certificate was cancelled. In cases where selecting officials decides to re-advertise their position, they must provide written justification, along with the returned annotated certificate. The written justification must be very specific and detailed regarding the reasons for re-advertisement. Both the justification and annotated certificate must be submitted to the appropriate HR office in order to be considered for re-advertisement. The written justification will become part of the Merit Promotion File.
h. No selection commitment will be made to any candidate by a selecting official. Commitments will only be made by the servicing human resources (HR) office after all necessary approvals and clearances have been obtained.

Section 14. Supplement and Amendment

Changes to pertinent sections of 5 CFR Section 335 and/or 3 FAM 2310 requiring changes to the merit promotion process will be provided to the Union for their comment and language to supplement or amend this Article will be agreed upon between the parties to reflect those changes.

Section 15. Upward Mobility Program

The Employer will use the Department Upward Mobility Program policy and guide when utilizing this program (see Department Notice 2007_03_76 dated March 19, 2007).

EXHIBIT A

FORM MEMO-PERMISSION TO EXAMINE
MERIT PROMOTION FOLDER

OFFICIAL MEMORANDUM DATE:

TO: (Appropriate Administrator/Human Resources Officer)

SUBJECT: Permission to Examine Official Personnel Folder

I hereby give permission to _____, the designated official of AFGE, Local 1534, (AFL-CIO), to examine the Merit Promotion Folder which resulted in my being considered for the position of Vacancy Announcement Number_____. I understand that AFGE, Local 1534, (AFL-CIO) is investigating an alleged violation of the Merit Promotion and Placement Program procedures in connection with the aforementioned Vacancy Announcement.

I understand that I am free to give or withhold permission to review this Merit Promotion Folder and that no representative of the Department or of a Union can force me to give this permission and that without my written permission no designated official of the Union can review this folder. I further understand that the Union official in the presence of a Human Resources Officer will review the official records in the Merit Promotion Folder for Vacancy Announcement number _____ and that any information obtained from that folder will be safeguarded and treated in a confidential manner and neither copied or removed from the records.

Signature of Employee_____ DATE_____

ARTICLE 15
TRAINING AND CAREER DEVELOPMENT

Section 1. Career Development
The Employer is fully committed to the career development of its employees, consistent with the organizational needs, in order to improve service, increase efficiency and economy, and build and maintain a workforce of skilled and efficient employees. The Employer will provide training necessary to assure maximum efficiency of its employees in their efforts to develop and enhance their skills and knowledge for performance of official duties. Training opportunities may be provided through on- the-job (OJT) training, delivery of on-site courses, and off-site course attendance. Available training opportunities will be subject to budget constraints and availability based on workload.

Section 2. Training Needs
Employee training needs will be continuously reviewed and modern training practices and techniques will be used to improve the level of employees' performance. The Employer will continue to partner with FSI to develop training opportunities to be provided to employees in an effort to assist management in meeting present and planned needs to develop employee knowledge, skills, and abilities which will improve overall organizational efficiency.

As stated in 3 FAH-1 H-131.3, supervisors and the Bureau Training Officer are primarily responsible for identifying training needs, selecting employees for training, and determining and scheduling training deemed appropriate. The employee shares the responsibility for identifying training needs and is primarily responsible for making training requests to supervisors and otherwise ensuring that his or her training needs are assessed properly and met. Employees also may apply for additional training they feel will improve their skills or enhance their careers, subject to the approval of their supervisor, the Bureau Training Officer, and the availability of funds.

Section 3. Individual Development Plans (IDP)
Developing an IDP is an opportunity for employees and supervisors to jointly implement a plan to help meet employee developmental needs and those of the organization. The IDP includes formal training, and informal training options such as on-the-job training, rotational assignments, and other learning experiences as identified by the supervisor and the employee.

Employees are reminded that the IDP is not a formal contract between the employee and supervisor. However, barring any unforeseeable obstacle (e.g. staffing, financial or mission requirements) the IDP will be honored. Supervisors must discuss any changes to the IDP with the employee to seek their input and understanding before any changes

are finalized. Employee and supervisor will sign the updated IDP and a copy will be provided to the employee. Employees are required to work with the supervisor on getting their IDP updated and obtaining approval to attend training courses. Final approval for selection and assignment to attend training activities rests with the supervisor. Employees are responsible for planning and submission of timely requests for training.

ARTICLE 16
JOB CLASSIFICATION AND POSITION DESCRIPTIONS

Section 1. General
All General Schedule positions in the Department of State will be classified in accordance with the requirements of the Classification Act, title 5 CFR, and the classification standards established by the Office of Personnel Management (OPM). The Merit System Principal of equal pay for substantially equal work will be followed and the impact of the incumbent upon his or her job will be duly recognized.

Section 2. Position Descriptions
An employee is entitled to have a copy of his or her official Position Description of record, i.e., that position which has been described and classified by Management. The supervisor and employee should review Position Descriptions annually for accuracy. Disagreements between employees and supervisors as to the completeness or accuracy of the position description may be resolved through discussion between the employee and the supervisor. Subject to 5 USC 7121 (c)(5), if Management and the employee cannot resolve their differences informally, the accuracy of the position description may be reviewed in accordance with the Negotiated Grievance Procedure. When significant changes occur, the Position Description will be amended or rewritten to reflect such changes after discussion with the employee. The Department should invite employee input when developing new or revised position descriptions and may invite Union input.

Section 3. Appeal Rights
a. A Civil Service employee may appeal the classification of any or all of the following aspects of his or her position: coverage under the General Schedule; job series; grade level; and/or position title but the latter only under conditions as described in 5 CFR 511.607. The appellate body (HR/RMA in the Department or OPM) is not limited in its review to the specific concerns an employee has identified in the appeal. The final decision rendered by HR/RMA or OPM will cover all aspects of the position and similarly situated positions and will be binding on all related personnel and payroll actions. However, employees may appeal Department appellate decisions to OPM, but there is no further right of appeal beyond OPM. Employees may, in certain circumstances, request a reconsideration of a Department or OPM decision.

b. Appeal rights vary by the employee's position and type of appointment.
   1. Civil Service employees appointed to General Schedule positions May appeal to the Department, or to OPM, or through the Department to OPM. If they appeal initially to the Department and are dissatisfied with the decision, they may appeal to OPM.

2. A desk audit may be conducted as part of fact-finding when no other desk audit has been conducted in the preceding twelve (12) months, or when there has been a major change in duties or in any other case where deemed necessary by the Department when an appeal is made to the Department. Such an audit will be scheduled within twenty working days from the date an appeal is received and accepted in the appropriate Human Resources/Administrative Office. Such a desk audit will be scheduled in advance with appropriate notice to the appellant and his/her supervisor. This advance-notice period will normally be at least three workdays in duration. The employee may elect to have a representative present during any desk audit.
3. When an appeal is made to the Department, the Department will advise the appellant of its decision in writing. The Department will provide the appellant with a copy of the evaluation statement regarding the classification of the position and information regarding appeal rights to OPM.
4. An employee may appeal only the position to which he/she is assigned. An appeal is terminated if the employee vacates the position. An appeal will be terminated upon written receipt of a request from the employee provided the Department has not begun fact-finding or at the Department's discretion.
5. Decisions based on classification appeals to the Department will be effective no later than the first day of the fourth pay period after the date of decision and notice to the appellant.
6. Appeals to OPM will be governed by the provisions of Title 5, Code of Federal Regulations.
7. Office of Inspector General (OIG) Civil Service employees are excluded from Department appeal procedures as provided by the Inspector General Act of 1978.

Section 4. Definition

The parties agree that the position description phrase generally worded as "other duties as assigned" shall be interpreted to mean duties generally related to the grade level of the position as classified.

ARTICLE 17
PERFORMANCE STANDARDS AND EVALUATIONS

Section 1. General

The performance appraisal system shall incorporate all requirements contained in 3 FAM 2820. 3 FAM 2820 has been negotiated with the Union and is incorporated by reference into this Master Agreement. Therefore, any negotiable changes in these regulations will be negotiated with the Union.

Section 2. Objectives

a. The objectives of the Employer's performance appraisal system are to communicate and evaluate accomplishment of organizational goals and objectives at both the individual and organizational levels. Specifically:
   1. providing for accurate evaluation of employee performance on the basis of specific work commitments and competencies;
   2. requiring higher-level review and approval of work commitments/competencies and ratings to ensure that requirements are consistent and effective and that ratings are appropriate;
   3. providing for periodic reviews (performance discussions) of employees' performance during the appraisal period based on established work commitments and competencies;
   4. requiring that employees are informed and participate in the formulation of work commitments and competencies;
   5. establishing a constructive dialogue between rating officials and employees throughout each appraisal period which helps both employees and supervisors recognize the strengths and weaknesses of employees and take steps to correct any weaknesses;
   6. involving Reviewing Officials throughout the appraisal process;
   7. ensuring fair treatment of all employees in the performance appraisal process; and
   8. prohibiting of forced distribution of overall rating levels.

b. Further, the Employer's objective is to provide a just and equitable basis for:
   1. promotions;
   2. within-grade increases;
   3. quality step increases;
   4. reassignments;
   5. retention in Reduction-in-Force;
   6. satisfactory completion of probationary period;
   7. training; and removal or reduction in grade for unacceptable performance.

Section 3. Duration of Appraisal Period

a. The appraisal period will normally be one year in length, unless an exception is approved by the Director General of the Foreign Service and Director of Human Resources. When such an exception has been approved, the appraisal period may not exceed two-years in duration.
b. When assignments change during the appraisal period so as to impact work commitments and/or competencies, the performance plan must be revised. A new minimum period of performance shall begin for the revised elements of the performance plan. Extensions of the rating period will not be granted under these circumstances.
c. When a new supervisor is assigned and there are less than 120 days left in the rating period, or assignments change that cause the creation of new work commitments and/or competencies (see b above) then the new appraisal period begins on the first day the new supervisor or work commitments/competencies commence and run through the end of the appraisal period the next year; e.g. December 31. Any interim appraisal will be the rating of record for that year when
d. The new supervisor or commitments/competencies began as long as the appraisal period was the minimum 120 days.

Section 4. Designation of Rating and Reviewing Officials

a. Rating and reviewing officials must be designated at the beginning of the performance appraisal period.
b. The rating official will be the rated employee's supervisor and the reviewing official will be the rating official's supervisor. To be familiar with the rated employee's performance, a rating official must have directly supervised the employee for a minimum amount of time (normally 120 days). Otherwise, the reviewing official will complete the rating provided that official has served in that capacity for no less than 120 days and has direct knowledge of the employees performance during the rating period.
c. If questions arise as to who shall perform the above functions, the Bureau
d. Executive Director shall decide. The circumstances shall be explained on the appraisal form and the relationships clearly described.
e. If the Bureau Executive Director is the rating or reviewing official, the decision will be made at the Deputy Assistant Secretary level.

Section 5. Establishment of Performance Plans

a. Within 30 days of the beginning of each rating period, the rating official must establish a written performance plan in consultation with the employee, and with the concurrence of the reviewing official. Performance Plans are established/reestablished within 30 days after:
    (1) The beginning of the appraisal period; or
    (2) The employee is initially assigned to the job; or

(3) There is a change in supervisor; or
(4) The beginning of a temporary assignment (e.g., detail, temporary promotion, or long-term training) that is expected to last at least the minimum period of performance in effect for the employee's unit (120 days under the Department-wide Program).

b. Performance Plans shall identify individual, and where applicable, team accountability for accomplishing organizational goals. Performance plans must be consistent with assigned work duties and the duties covered in the rated employee's position description and be consistent with similar duties and responsibilities in the work unit.
c. Performance Plans shall be communicated to the employee first orally and then in writing, through the e-performance system. At the time the plan is provided to the employee(s), the rating official and employee shall discuss the plan and its work commitments and competencies in an attempt to avoid any subsequent misunderstandings about the expected performance. An employee may request that his/her work commitments be reconsidered in light of any type of disagreement. Within 7 calendar days of receipt of the work commitments/competencies from the rating official through the e-performance system, the employee can submit comment to the reviewing official for consideration or sign off agreeing with the final commitments/competencies submitted by the rating official. In any case, the reviewing official must concur with the final commitments/competencies but cannot change what the employee and rater agreed to.

Section 6. Work Commitments and Competencies

a. Work commitments and competencies are major work assignments and responsibilities assigned to the employee that are directed toward a specific goal or objective, which are clear, concise and consistent with the employee's assignments and responsibilities, the objectives of the organization and the requirements established for other employees with similar responsibilities.
b. All work commitments and competencies are considered critical elements and unacceptable performance on any work commitment or competency will result in a determination that an employee's overall performance rating is "Unacceptable".
c. "Additional" elements are other aspects of individual, team, or organizational performance and cannot be used in assigning a summary rating level. "Additional" elements can be used for various purposes such as communicating work objectives, performance expectations for teams, groups or organizations, and providing feedback on individual performance such as developmental assignments or details for less than the minimum appraisal period.
d. The rating official will ensure that work commitments and competencies define "Fully Successful" performance.

Section 7. Periodic Progress Reviews and Performance Appraisal Discussions

a. Rating officials are required to hold at least one formal performance discussion with the employee during the appraisal period, and this discussion should and is highly recommended to be conducted within 30 days of the midpoint between the date of the issuance of the employee's performance plan and the end of the appraisal period. These discussions should include:
   1. Employee's work commitments and competencies;
   2. Employee's progress toward accomplishing the element;
   3. Need for changes to the Performance Plan;
   4. Employee's strengths and weaknesses;
   5. Performance deficiencies and recommendations for improvement;
   6. Developmental training and assignments; and
   7. Supervisory and employee's expectations for the remainder of the appraisal period.
b. The primary intent of these progress reviews are to provide the opportunity to identify and resolve problems and provide feedback to the employee regarding his/her performance. Progress reviews will summarize the employee's performance in comparison to each work commitment and competency of the performance plan. Corrective actions will be identified, as appropriate.
c. Progress reviews must be recorded on Form DS-7645, Mandatory Mid-Year Performance Review
d. Union representation is not allowed at these supervisory/employee performance discussions. If a situation rises where management officials other than the immediate supervisors are in attendance, union representation is authorized if requested by the employee.
e. Information regarding an employee's performance, which is available to the rating official, should be conveyed to the employee throughout the rating period.

Section 8. Unacceptable Performance

a. At any time when it is determined that performance of an employee does not meet the "Fully Successful" level, a supervisor should consult with the Bureau Personnel Office.
b. The rating official after consultation with the Personnel Office, must provide the employee with a written Performance Improvement Plan (Form DS- 1765) and start an opportunity period of at least 45 calendar days, to provide a sufficient period of time for the employee to demonstrate performance at the "Fully Successful" level. (Extensions of the initial opportunity period may be granted if circumstances warrant.) The written notice will:
   1. identify which work commitments and/or competencies are Unacceptable;
   2. explain the employee's deficiencies, citing specific examples;

3. communicate the specific assistance (e.g., formal training, counseling, closer supervision) that will be given to the employee to help improve his/her performance; and,
4. warn the employee of the possible consequences of an "Unacceptable" rating (e.g., reduction in grade or removal).

c. If the employee's performance in one or more work commitment and/or competencies continues to be unacceptable at the end of the Performance Improvement Period, the employee must be notified in writing by the appropriate Personnel Office of the proposed action to remove, demote, or reassign the employee. (See Article 19 of this Agreement)
d. Sudden declines in performance may indicate personal difficulties that may be beyond the supervisor's ability to resolve (See Article 12 of this Agreement). In such cases, supervisors should seek assistance from the servicing Personnel Office, the Disability/Reasonable Accommodation Division, or Employee Consultation Services as administered by the Office of Medical Services.

Section 9. Written Appraisal of Performance

a. At the end of the appraisal period, interim or final, the rating official must assess the rated employee's performance based on a comparison of performance with the standards established for the appraisal period. This appraisal must be written on Form DS-1966, Employee Performance Plan, Progress Review, and Appraisal Report.
b. Employees may submit written or electronic statements at any time on his/her performance during the rating period.
c. Employees should provide the rating official with written comments that include a summary list of his/her accomplishments, generally 45 days before the end of the appraisal period.
d. Barring extreme circumstances the rating official and rated employee will discuss the employee's performance with respect to each work commitment and competency. The discussion should include the basis for the rating.
e. After the discussion and/or upon considering any of the employee’s comments, the rater will produce a draft of the appraisal rating and present it to the employee electronically.
f. Employees have five (5) working days from the date of receipt of the draft to review and provide comments on the proposed rating of record. If they concur with the rating they should sign the rating and include any comments in the rated employee section. If they do not concur with the rating, they may send comments as to why back to the rater for consideration. The rater having taken the employee’s comments into consideration will send a final draft to the employee. If the employee concurs with the final draft, they can sign and add any comments to the rated employee section. If they still do not concur, they may send comments as to why directly to the reviewing official for consideration. In these instances, the reviewing official

must include their input on the rating and route the rating back through the rater to the rated employee. If the employee has concurred with the rating produced by the rater, the reviewer will only acknowledge that they have read the rating.

g. The employee is expected to acknowledge receipt of the rating through an electronic signature. This acknowledgment does not mean the employee agrees with the rating. When an employee refuses to sign the rating the rating official must record such refusal on the rating.
h. The reviewing official must review and approve all ratings, interim and ratings of record, whether the employee had requested they consider their comments or not (see f above) but cannot change a rating when the rater and employee are in agreement on the rating.
i. An Unsatisfactory rating must be reviewed and approved by the reviewing official in all instances. If the employee requests an opportunity to discuss the unsatisfactory rating with the reviewer without the rater present, the reviewer will honor such a request prior to the rating of record being finalized. An unsatisfactory rating will be electronically sent to the reviewing official for consideration. If the reviewing official disapproves the Unsatisfactory rating, the reviewing official should discuss the rating with the rating official and the employee before finalizing the rating.
j. If the rated employee refuses to sign the appraisal report, the report will be forwarded to the Bureau Executive Office in accordance with procedures in 3 FAH-1 H-2820. However, this action should be taken only after the employee review period mentioned in "f" above has expired.
k. No further changes may be made after the employee signs the report without informing the employee.
l. When a rating of record cannot be prepared at the end of the rating period, and there is no interim rating available to serve as the rating of record, the reviewing official will complete the rating of record in lieu of the departed rating official as long as they have been the reviewing official for at least 120 days and have direct knowledge of the employees performance.

Section 10. Rating Levels

a. The rating official must assign a rating level for each work commitment and competency (unless the employee has had no opportunity to demonstrate performance on any particular work commitment or competency which must be noted on the appraisal form).
b. There are three levels of performance that can be provided for each work commitment and/or competency.
    1. Exceeds Expectations – The employee has exceeded the minimum requirements of successfully fulfilling the established work commitment or competency.
    2. Fully Successful – The employee has done what needs to be done to meet the minimum requirements of the position.

3. Not Successful – The employee has not met the minimum requirements of any established work commitment or competency.

Section 11. Summary Ratings

a. Each performance appraisal will include a summary rating level determination comparable to the following:
b. Outstanding – All work commitments (Critical Performance Element 1) and all competencies (Critical Elements 2-5) must be rated "Exceeds Expectations".
c. Exceeds Expectations – Must be rated "Exceeds Expectations" for 50% or more of Work Commitments (Critical Performance Element 1); and rated "Exceeds Expectations" for 50% or more of Critical Performance Elements 2-5.
d. Fully Successful – Must be rated "Exceeds Expectations" for less than 50% of Work Commitments (Critical Performance Element 1) and must have "Fully Successful" or higher rating for Critical Performance Elements 2-5.
e. Not Successful – "Not Successful" on one or more Critical Performance Elements (including Work Commitments and Critical Performance Elements 2-5.
f. Ratings should reflect an employee's performance throughout the appraisal period.
g. It is the Employer's responsibility to ensure timely completion of employee's performance appraisals, in accordance with 3 FAM 2827.7.

Section 12. lnterim Performance Appraisal Reports

a. An interim performance rating is an assignment of an overall performance rating that occurs before the end of the rating period. An employee must have worked under written work commitments and competencies for the minimum 120-day appraisal period in order to receive an interim performance rating. Interim performance ratings shall be prepared covering time periods of less than one year but not less than 120 days (under the Employer-wide program) when:
    1. There is a change in rating official and the former rating official has observed the rated employee's performance for the minimum appraisal period.
    2. The rated employee is leaving a position and has worked under written or otherwise recorded job elements and performance standards for the minimum appraisal period.
    3. There is significant change in a rated employee's duties (even if the rated employee continues to be supervised by the same rating official).
    4. The rated employee is serving on a detail or temporary promotion expected to last for the minimum appraisal period.
b. If the rated employee has received one or more interim ratings during the annual rating period, the rating official is required to consider the interim ratings when preparing the rating of record in order to reflect work performance throughout the entire rating cycle. Supervisors should carefully consider the following factors:
    1. Relative difficulty of the job elements and performance standards of both the current and previous interim rating periods;

2. Performance of the employee during the interim rating period(s) and any recent improvement or deterioration in performance; and
3. Length of time covered by the interim ratings.

c. Interim ratings do not become a part of the employee's Performance Folder unless specifically requested by the employee or the rating becomes the rating of record.

Section 13. Inadmissible Comments

Inadmissible comments include, but are not limited to:

a. Reference to race, color, religion, gender (except for titles of address, first names or personal pro- nouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family;
b. Mention of the specific nature of a disability or medical condition.
c. Mention of initiation of, involvement in, or participation in Grievance or EEO proceedings.
d. Comments on an employee's participation or non-participation in employee organizations or activities;
e. Reference to previous performance ratings or events or performance outside the rating period;
f. Absences;
g. Reluctance to work overtime; or
h. Conduct-related issues/disciplinary action.

Section 14. Reconsideration and Grievances

a. An employee who disagrees with his/her rating of record or interim performance rating may first discuss the problem with the rating official and/or the reviewing official.
b. If the employee fails to obtain satisfaction from these discussions or does not wish to have those discussions, he/she may then request reconsideration by an official one level higher than the reviewing official within the organization, or the Bureau Executive Office.
c. If the employee is dissatisfied with the informal reconsideration process or does not wish to pursue an informal resolution, he/she can seek redress through the Negotiated Grievance Procedure (NGP) as defined in Article 20 of this Agreement. The employee may avail themselves of the NGP without reconsideration by the rating and/or reviewing officials.

Section 15. Within-Grade Increase

Decision on whether or not to grant a within grade increase (WIGI) will be based on the most recent rating of record. To eligible for a WIGI the rating of record must be fully successful. All denials of WGI will conform with regulations contained in 5 CFR 531.401 et and 3 FAM 3124.

Section 16. Details, Long-Term Training and Special Circumstances

a. When it is anticipated an employee will work on a detail or other temporary assignments for the minimum appraisal period, at least 120 days, the supervising official of the detail/temporary assignment will provide performance input, to include input for developing the performance plan, conducting progress reviews, and completing the rating of record, to the home office rating official.
b. Employees serving on a detail or other temporary assignments are rated by their home office rating official. The supervising official of the detail/temporary
c. Assignment should generally provide performance input within 45 days after the end of the detail/temporary assignment.
d. The home office rating official will consider the performance input provided by the supervising official of the detail/temporary assignment in preparing the rating of record. The rating of record must be approved by the reviewing official.

Section 17. Transfers, Reassignments and Separations

When an employee is transferred to another federal agency, and the employee has worked under an approved performance plan for a minimum of 120 days, the rating official prepares a final rating of record. The rating will be forwarded to the receiving agency and processed in accordance with the receiving agency's guidelines.

When an employee is *reassigned* to a different position within the Department of State before September 3 of the appraisal period, then the rating official must prepare an interim performance rating. The interim performance rating must be complete prior to or within 45 days after the employee vacates a position. The interim performance rating is prepared by the current rating official, approved by the current reviewing official, and forwarded to the new rating official. The new rating official must take the interim performance rating into consideration in deriving the employee's rating of record. If the employee is *reassigned* after September 3 of the appraisal period, then the rating official prepares a final rating of record and approved by the reviewing official. When an employee is separated or resigns a rating of record is not required.

Section 18. Information Provided to the Union

Upon request to the Chief Labor Management Negotiator (HR/PC) for each rating cycle, the Union shall be provided with a list showing, for each Bureau or equivalent office, at each grade level, the number of BUE rated at each performance level. Also upon request, by March 1 of each rating year, the Union will be provided the name and Bureau of employees who have not yet received a rating of record for that year.

Section 19. Delinquent Performance Appraisals

It is the Employer's responsibility to ensure timely completion of employees' performance appraisals, in accordance with 3 FAM 2826.6.

ARTICLE 18
ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE

Section 1. General Provisions
The actions covered by the provisions of this article are reduction-in-grade and removal of an employee who is not serving in a probationary or trial period under an initial appointment.

At any time when the supervisor determines that the employee's performance is not successful in any performance element, the employee will be notified in writing of the deficiency. The employee may request certain considerations from the supervisor upon said notification (e.g. training, information on reasonable accommodation, additional performance counseling).

Section 2. Performance Improvement Plan (PIP)
a. If after the notification above and after a reasonable period of time as determined by the supervisor the employee's performance continues to be unacceptable in that performance element, the supervisor shall advise the employee in writing of his/her performance deficiencies and will provide the employee with a reasonable opportunity [at least forty-five (45) calendar days] to improve his/her performance before any proposal to remove or demote is initiated. This process is referred to as the Performance Improvement Plan (PIP). The DS-1765 will be used for this purpose. During the PIP, the agency will offer appropriate assistance to the employee to improve unacceptable performance which shall include meeting with the employee, normally on a weekly basis but on no less than a biweekly basis, to provide feedback on their performance, and training deemed necessary by the supervisor.
b. If, upon completion of the PIP, performance in that performance element is still unacceptable, the supervisor may discuss with the employee his/her continuing unacceptable performance and in that context may solicit the employee's explanation of any extenuating circumstances. Employees are entitled to Union representation in such discussions.

Section 3. Proposed Reduction in Grade or Removal
a. An employee against whom an action under this Section is being proposed is entitled to a thirty (30) calendar day written notice of the proposed action based on unsatisfactory performance which identifies the specific performance element(s) of the position which the employee has failed to meet.
b. The advance notice shall also contain other information appropriate to the circumstances of the action, e.g.:
   1. the name of the deciding official;

2. the employee's right to respond to the proposal orally and/or in writing and to submit any documentation in support of his or her position;
3. copies of documentation supporting the proposal or where such documentation may be reviewed and that official time may be granted, upon request;
4. the employee's right to a Union representative; and
5. the time by which any answer must be submitted.

c. An employee who has received such an advance notice is entitled to 10 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
d. The employee against whom this proposal is issued, or the Union on behalf of the employee, may request an extension of time to submit their response to the Deciding Official for good cause. The Deciding Official may extend the timeframe not to exceed 10 additional working days.

Section 4. Decision to Reduce in Grade or Remove

The employee is entitled to a written decision within 30 calendar days after the date of expiration of the notice period unless the notice period is extended in accordance with OPM rules. A decision to effect a reduction-in-grade or removal may be based only on those instances of unacceptable performance by the employee which occurred during the one year period ending on the date of the notice and which were identified in the proposal. In arriving at a decision the deciding official shall specify the instances of unacceptable performance and shall consider any answer of the employee and the employee's representative. The decision must be delivered at or before the time the action will be effective.

Section 5. Appeal Rights

An employee may challenge an adverse decision under this Article by appealing the action to the Merit Systems Protection Board (MSPB) within 30 calendar days after the effective date of the action, or under the Grievance and Arbitration procedures provided in this Master Agreement, but not both.

ARTICLE 19
DISCIPLINARY AND ADVERSE ACTIONS

Section 1. General Provisions

a. The regulations governing suspension for 14 days or less, suspension for more than 14 days, removal, reduction in grade or pay, or furlough for 30 days or less for these employees are contained in 5 CFR 752.
b. Normally, discipline should be proceeded by counseling which is informal in nature and not audio recorded. To the extent possible, counseling will be conducted privately. The Employer agrees that any disciplinary or adverse action taken will be appropriate to the specific offense and in accordance with applicable law, rules and government wide regulations.
c. Disciplinary and adverse actions will adhere to the precept of like penalties for similar offenses. The Employer will administer disciplinary and adverse actions taking into consideration appropriate Douglas Factors (see addendum to this Article) and for such cause as will promote the efficiency of the service. The Deciding Official will always be at least one level above the proposing official and have the authority to sustain or mitigate penalties proposed.
d. The parties recognize that discipline should be progressive in nature if it is to correct conduct. It is understood, however, that progressive discipline need not follow any specific sequence of disciplinary actions and that the nature and seriousness of the offense may be cause for severe action, including removal, irrespective of whether previous disciplinary or adverse actions had been taken.
e. Disciplinary action may be in addition to any penalty prescribed by law.

Section 2. Employee Responsibilities

It is the responsibility of each employee to know and be aware of the provisions of 5 CFR 2635, Standards of Ethical Conduct for Employees of the Executive Branch, 3 FAM 4100, Employee Responsibility and Conduct, and 3 FAM 4540 List of Offenses Subject to Disciplinary Action – Civil Service. Employees who violate the laws, rules, regulations or standards of conduct may be disciplined.

Section 3. Management Responsibilities

In determining the appropriateness of penalties for misconduct, the Employer will consider the principle that like penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. Consequently, in taking disciplinary actions, the Employer will give due consideration to the existence of mitigating or aggravating circumstances, the grade or nature of the position occupied by the employee involved, the frequency and severity of the offense, and any other factors or circumstances bearing upon the incident or acts involved.

Section 4. Official Time
Upon receipt of a proposed disciplinary or adverse action, an employee is entitled to a reasonable amount of official time, scheduled and approved in advance by the supervisor, to prepare and present his or her position. Normally, up to eight hours may be considered to be reasonable to prepare the employee's response to a proposed action, but this time may be increased upon written request of the employee.

Section 5. Written Admonishments (Letters of Warning)
a. Written Admonishments (Letters of Warning) are not formal disciplinary actions to which the procedures in this Article apply.
b. A Written Admonishment (Letter of Warning) may be used when an employee's conduct is less than acceptable and it is probable that the admonishment or warning will result in improvement.
c. A Written Admonishment (Letter of Warning) is issued to the employee by the immediate supervisor or by an appropriate management official and a copy must be provided to the employee.
d. Written admonishments (Letters of Warning) will not be filed in the employee's Official Personnel Folder (OPF), but will be maintained by the issuing official and may be used as a history for future disciplinary action up to one year after the issuance of the admonishment and then only as background for an issue of the same nature.
e. Although admonishments and Letters of Warning are neither grievable nor appealable, the employee may present his or her views in writing to the issuing official. The employee's views, if any, will be attached to the copy of the Admonishment or Letter of Warning retained by the issuing official.

Section 6. Disciplinary Actions
The disciplinary actions covered by the provisions of this Article are written reprimands and suspensions of fourteen (14) calendar days or less.

a. Letters of Official Reprimand
A reprimand is a written letter to an employee for conduct of such a serious nature that it cannot be condoned or tolerated. The Letter of Reprimand must contain full particulars of the matter for which the employee is being reprimanded.

A copy of the Letter of Reprimand is retained by the issuing official and a copy is filed in the employee's Official Personnel Folder (OPF). The reprimand will stay in the OPF for one year or up to two years for egregious conduct. At the end of the designated time period, the reprimand must be removed from the OPF. The employee may make a written request to the issuing official that the action be withdrawn prior to the date of the original removal timeframe. Removal of these actions will be based on the employee’s conduct and actions since the issuance of the reprimand and the decision to

withdraw resides solely with the issuing official.

A Letter of Reprimand may be grieved under the provisions of Article 20 of this Master Agreement. The Letter of Reprimand may be used as a history for future disciplinary actions.

b. Suspensions for 14 Calendar Days or Less
A suspension is effected for reasons to promote the efficiency of the service.

1. An employee against whom a suspension is proposed is entitled to an advance written notice stating the specific reasons for the proposed action. The proposal shall contain other information appropriate to the circumstances of the action, e.g.:
   (a) the length of proposed suspension;
   (b) the name of the deciding official;
   (c) the employee's right to respond to the proposal orally and/or in writing;
   (d) copies of documentation supporting the proposal or where such documentation may be reviewed and that official time may be granted, upon request;
   (e) the employee's right to representation; and
   (f) the timeframe by which any answer must be submitted.
2. An employee who has received such an advance notice is entitled to 15 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. When timely requested in writing the Deciding Official or designee will extend the time frame for response for a reasonable period of time. The Deciding Official or designee for the action will receive the employee's oral or written answer.
3. The employee is entitled to a written decision at the earliest practicable date, containing the specific reasons for the decision. In arriving at a decision the Deciding Official shall consider only the reasons and documentation specified and provided in the advance notice and shall consider any timely answer of the employee and/or the employee's representative where applicable. The decision must be delivered at or before the time the action will be effective.
4. Suspensions of 14 calendar days or less may be grieved by an employee under Article 20 of this Master Agreement within thirty (30) calendar days after the date of the deciding official's decision. If the Union is not satisfied with the outcome of the grievance decision the Union may appeal the grievance decision to arbitration. At any time after the Deciding Official's decision rendered but before a grievance decision is rendered, the parties may mutually agree to take the action directly to arbitration.

Section 7. Adverse Actions

a. The actions covered by the provisions of this Section are removals, suspensions for

more than 14 calendar days, reduction-in-grade, reduction-in-pay, and furloughs of 30 calendar days or less.

b. An employee against whom an adverse action is proposed is entitled to 30 calendar days advance notice which shall state:
   1. the proposed action;
   2. the name of the deciding official;
   3. the employee's right to respond to the proposal orally and/or in writing and to submit documentation supporting his or her position;
   4. copies of any documentation supporting the proposal or where such documentation may be reviewed and that official time may be granted, upon request;
   5. the employee's right to representation, and
   6. the time by which any answer must be submitted.

c. An employee who has received such an advance notice is entitled to 15 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. When timely requested in writing, the Deciding Official or designee will extend the time frame for response for a reasonable period of time. The Deciding Official or designee for the action will receive the employee's oral or written answer.

d. The employee is entitled to a written decision at the earliest practicable date, containing the specific reasons for the decision. In arriving at a decision the Deciding Official shall consider only the reasons specified and the documents provided in the advance notice and shall consider any timely answer of the employee and/or the employee's representative. The decision must be delivered at or before the time the action will be effective.

e. An employee may appeal an adverse action under this Section to the Merit Systems Protection Board (MSPB) within 30 calendar days, or grieve the action under Article 20 of this Master Agreement within thirty (30) calendar days of the date of the deciding official's decision, but not both.

f. Exception to the 30 calendar day advance notice rule for adverse actions:
   1. If there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the proposed action may be effected less than 30 days from receipt of the advance written notice. The Employer may require the employee to furnish any answer to the proposed action and affidavits and other documentary evidence in support of the answer within seven calendar days. When the circumstances require immediate action, the Employer may place the employee in a non-duty status with pay for such time, as is necessary to effect the action.
   2. The advance written notice and opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, shutdown furloughs, or sudden emergencies requiring immediate curtailment of activities.

3. The 30 calendar day advance written notice is not required for effecting a suspension during the notice period for a removal or an indefinite suspension when the circumstances are such that retention of the employee in an active duty status during the notice period may be injurious to the employee, his or her fellow workers, or the general public; may result in damage to government property; or because the nature of the employee in an active duty status during the notice period of a removal or indefinite suspension. The Employer may require the employee to furnish any answer to the proposed action and affidavits and other documentary evidence in support of the answer within seven calendar days. When the circumstances require immediate action, the Employer may place the employee in a non-duty status with pay for such time as is necessary to effect the action.

Section 8. Copies of the Decision Letter

In an action under this Article where the employee does not request Union representation but is a bargaining unit employee, the Employer will provide the Union with a redacted copy of the decision letter in accordance with the privacy act.

ADDENDUM TO ARTICLE 19
DOUGLAS FACTORS

The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated:

- The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- The employee's past disciplinary record;
- The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's work ability to perform assigned duties;
- Consistency of the penalty with those imposed upon others within the Department of State for the same or similar offenses;
- Consistency of the penalty with any applicable agency table of penalties;
- The notoriety of the offense or its impact upon the reputation of the agency;
- The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- Potential for the employee's rehabilitation;
- Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and,
- The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

ARTICLE 20
NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Purpose
The Department and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To this end, it is the purpose of this Article to provide a mutually acceptable process for the expeditious resolution of grievances at the lowest organizational level possible.

Section 2. Scope
a. A grievance may be filed under this procedure by any employee, a group of employees, the Union, or the Department concerning conditions of employment subject to the control of the Department and/or an alleged breach of this Master Agreement. Grievances under this procedure shall include the following:
   1. any matter of concern or dissatisfaction regarding the interpretation, application or violation of this Master Agreement;
   2. any claimed violation, misinterpretation, or misapplication of law, rule or regulation affecting conditions of employment;
   3. Performance Appraisal Reports;
   4. Letters of reprimand and suspensions of 14 days or less; and,
   5. at the employee's election, matters otherwise appealable to the Merit Systems Protection Board (MSPB) other than matters dealing with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which must be appealed directly to the MSPB;

b. Complaints regarding the following matters are specifically excluded from this negotiated procedure and must be pursued through appropriate alternate procedures:
   1. alleged violations of the Hatch Act (5 USC, Chapter 73);
   2. problems concerning retirement, life insurance or health insurance;
   3. suspension or removal for reasons of national security (5 USC 7532) or issuance, suspension, or revocation of a security clearance;
   4. any examination, certification or appointment;
   5. the classification of any position which does not result in the reduction in grade or pay of any employee;
   6. alleged violations of USERRA;
   7. non-adoption of an employee suggestion;
   8. termination of a probationary employee;
   9. non-selection under promotion procedures from a properly ranked and certified list of candidates;
   10. matters subject to the EEO Complaint process
   11. prohibited personnel practices
   12. filling of a position outside the bargaining unit; and

13. written Letters of Warning (e.g. admonishment under 3 FAM 4513).

Section 3. Definitions

a. Alternative Dispute Resolution (ADR) – A process conducted by a third party to assist in the resolution of conflicts between people or organizations.
b. Day – Calendar day.
c. Employee grievance – A complaint by an employee seeking relief personal to the employee.
d. Personal relief – A specific remedy directly benefitting the grievant, but may not include a request for disciplinary or other action directly affecting another employee.
e. Responsible official – The immediate supervisor or management official at the lowest level of the organization who has the authority to resolve a grievance.
f. Violation – An act, incident, occurrence or other issue giving rise to a grievance.

Section 4. Union Rights

a. An employee or group of employees may present a grievance on their own behalf. The Union will promptly receive copies of written grievance decisions even if not representing these bargaining unit employees.
b. The Union shall promptly receive copies of written grievance decisions affecting employees in the unit when they are representing the employee in the grievance proceeding.

Section 5. Employee Rights

a. Many grievances arise from misunderstandings or disputes that could be resolved promptly and satisfactorily on an informal basis. The Department and the Union agree that every effort will be made by management and the aggrieved party(s) to resolve grievances at the lowest possible level.
b. Each employee has the freedom to seek adjudication of a grievance without fear of interference, coercion, or reprisal. This principle applies equally to any employee taking part in the presentation or adjudication of a grievance. Any employee having evidence of a violation of this principle may bring it to the attention of the Union and/or Deputy Assistant Secretary DGHR or his or her designee for investigation of the alleged violation and appropriate action.

Section 6. Grievance Files

Formal grievance files will be maintained by the Grievance Staff (HR/G) in accordance with applicable law and regulation.

Section 7. Employee Grievance Procedures

The Parties recognize that a written formal grievance must be filed within 45 days of the alleged violation, or from the date the employee or the Union on behalf of the employee

reasonably should have been aware of the violation. However, the parties acknowledge that an informal resolution is strongly encouraged during the 45 day period. In that vein, unit employee(s) or the Union on behalf of the employee(s) may present a grievance (normally by email) informally to the lowest level responsible official with authority to resolve the grievance (e.g. the immediate supervisor of the employee) during the initial 45 day period. The responsible official shall respond (normally by email) within 7 working days of receipt of the informal grievance.

Employee formal grievances shall be processed as follows:

STEP 1

1. An employee or the Union representative shall within 45 days of the alleged violation, or from the date the employee or the Union reasonably should have been aware of the violation, present the written grievance to the Bureau Executive Director. Grievances over a continuing condition may be filed at any time, so long as the most recent alleged violation falls within the 45 day time limit.
2. The Bureau Executive Director may designate an appropriate management official who has the authority to remedy the grievance to investigate and decide the grievance. The grievant and/or Union representative, if any, will be advised of who is responsible for deciding the grievance within a reasonable time after filing the grievance.
3. The responsible official will issue a written response within 15 days but not later than 30 days of receipt of the grievance.

STEP 2

1. Within 15 days of receipt of the Step 1 decision, the grievant and/or the Union representative may submit the grievance to the DAS, DGHR. The submission must include all the written material exchanged at the previous step.
2. The DAS, DGHR, or his/her designee, will review the record of the case and investigate as he/she sees fit (which may include meeting with the aggrieved employee and/or the Union representative, if any).
3. A written decision by the DAS, DGHR will normally be issued within 45 days after receipt of the Step 2 grievance.

Section 8. Union/Management Grievances

In those instances where the Department alleges that a Union official or representative or a bargaining unit employee has violated this Master Agreement or where the Union alleges that Department has violated this Master Agreement and the issue has not already been filed as an employee grievance, the Department or the Union may file a written grievance within 30 days of the alleged violation or from the date the Department or the Union reasonably should have been aware of the alleged violation.

The Department will file any such grievance with the Union State First Vice President, and the Union will file its grievance with the DAS, DGHR.

1. In any charge by the Union that the Agency violated 5 USC Chapter 71, the Union may submit the matter for consideration under this negotiated grievance procedure or as an unfair labor practice, but not both.
2. The parties may elect to meet and discuss the grievance to try and reach resolution at any time during the 30 day period before a response is required. The DAS, DGHR may designate another management official to investigate and/or decide the grievance. The final written response by the local First Vice President or the DAS, DGHR or designee is due within 30 days of receipt of the grievance.
3. Either party may invoke arbitration if the grievance is not satisfactorily resolved at this stage.

Section 9. Time Limits

a. All time limits in this Article may be extended by mutual consent of the parties.
b. Failure of the grieving party to submit a grievance within any of the given timeframes will waive that party's right to grieve the alleged violation.
c. Failure of the responsible official to observe the respective time limits defined in Section 7 or 8 when appropriate entitles the grieving employee, the Union or Management to proceed to the next step.
d. Failure of the Union or Management to observe the Union/Management grievance time limits waives the Union or Management's right to pursue the grievance.

Section 10. Waiver of Grievance Steps

The grievance of a Performance Appraisal which has already received a higher level review by the reviewing official commences with Step 2 of the grievance process. The Step 2 grievance must be submitted within 45 days of the reviewing official's action on the Performance Appraisal.

a. The grievance of a disciplinary or adverse action commences with Step 2 of the grievance process. The Step 2 grievance must be submitted within 30 days of receipt of the decision of discipline or adverse action.
b. For grievances concerning other than Performance Appraisals or disciplinary or adverse actions, any step in the negotiated grievance procedure may be waived by mutual agreement. The waiver request by the grievant or Union if representing must be made to the Chief Labor-Management Negotiator (HR/PC) who will coordinate with the appropriate management officials.

Section 11. Procedures for Group Grievance

These procedures in Section 11 apply when a grievance submitted by the Union under Section 8 claims a violation that affects more than one (1) employee. The Union is responsible for identifying by name or series of the employees to which the grievance applies.

a. If a resolution to the grievance is not reached between the parties (under the procedures outlined in Section 8) and a party invokes arbitration, either the Union or the Employer may have an arbitrator determine whether it is practical for the arbitration to proceed as a group arbitration. The arbitrator's fee in connection with this request shall be borne by the party making such request.
b. If the arbitrator determines that it is not practical for the arbitration to proceed as a group arbitration under section (b) above, then the grievance will be remanded as individual grievances to Step 2 of the grievance procedure.

Section 12. Arbitration

Only the Union or the Department can invoke arbitration. Any formal grievance not satisfactorily resolved at Step 2 may be referred to arbitration by the Department or Union, as appropriate, in accordance with Article 22. An employee cannot invoke arbitration. Having promptly received copies of written grievance decisions (see Section 4), the Union may elect to invoke arbitration on behalf of an employee or group of employees in accordance with procedures for Arbitration outlined in Article 22.

Section 13. Alternate Dispute Resolution

a. At any time prior to filing a formal grievance at Step 1, the employee and responsible official may mutually elect to use the Department's Alternate Dispute Resolution (ADR) program to facilitate resolution of the dispute. The timeframe for submitting a Step 1 grievance will be suspended during the pursuit of ADR.
b. It is agreed by the parties that ADR is not appropriate for disputes involving contract interpretation issues or where settlement may result in a change in personnel policy, practices or general conditions of employment.
c. Upon agreeing to pursue ADR, the employee and/or responsible official will notify the Department's ADR office. The ADR specialist assigned will notify HR/PC of the matter in dispute to ensure that the dispute is appropriate for ADR. If it is determined by HR/PC that the matter is not appropriate for ADR, HR/PC will simultaneously notify the ADR specialist and the employee and/or Union representative, if any. All involved in this ADR process will ensure timely and efficient completion.
d. The ADR process is completely voluntary and confidential. At any point during the ADR process, either the employee or the responsible official may elect to terminate the process.
e. The parties agree to cooperate with the efforts of the mediator once ADR is elected. Cooperation does not imply agreement.
f. Any recommendations of the mediator shall not be used as evidence during any official, binding third party settlement, nor may they be used in any further grievance or arbitration proceeding on the matter in dispute.

ARTICLE 21
ARBITRATION

Section 1. Right to Arbitration
A grievance may be referred to arbitration only by the Employer or the Union, and only after exhausting the procedures outlined in Article 20, Negotiated Grievance Procedure.

Section 2. Requesting an Arbitrator
A grievance processed under Article 20 of this Agreement may be referred to arbitration by either the Union or the Employer as provided for in this Article. Such referral shall be made within 20 work days after receipt of the written decision rendered in the final step of an action processed under Article 20. If an unresolved grievance is not referred for arbitration within the 20 work day time limit, it shall be deemed satisfied or denied. All time limits in this Article may be extended by mutual consent of the parties.

A copy of the request for the arbitration services of FMCS shall be sent to the other Party when transmitted. The Party invoking arbitration is responsible for any fees associated with the request for a list of arbitrators from FMCS.

Section 3. Selection of Arbitrator
Within ten working days after receipt of the list from the FMCS, the parties will meet to select an arbitrator. If they cannot agree upon one of the arbitrators on the list, the Department and the Union will each alternately strike one name from the list until only one arbitrator's name remains. The remaining name shall be the only and duly selected arbitrator. A flip of the coin will determine which party strikes the first name. If the parties mutually agree, they may ask FMCS to submit a new list of arbitrators.

Section 4. Other Fees and Expenses
The arbitrator's fees and all expenses in connection with an arbitration inquiry or hearing shall be borne equally by the parties. Travel and/or per diem costs shall not exceed those authorized by applicable Department regulations. When a transcript is ordered and/or used by both parties, the cost shall be borne equally by both parties. If only one party requires a transcript of the hearing, than only that party shall be entitled to a copy of the transcript and will bear all costs involved.

Section 5. Question of Arbitrability
Questions that cannot be resolved by the parties as to whether a Grievance is based on a matter subject to the Negotiated Grievance Procedure, including issues of timeliness, will be referred to an arbitrator for decision prior to any presentation on the merits. If the threshold question of arbitrability is answered in the affirmative, usually the parties will refer the merits of the case to the same arbitrator for decision. By mutual consent, the parties may decide to use a different arbitrator.

Section 6. Arbitration Process

a. Normally, the arbitration process will consist of a hearing convened and conducted by the arbitrator, at which time the facts relevant to the issue are developed and established.
b. In place of a hearing, the parties may mutually agree that the arbitrator will use one of the following processes:
    1. A "stipulation of facts," when the parties agree on the facts of the issue. In this case, all data and documentation are jointly submitted to the arbitrator; or
    2. An "arbitral inquiry," in which the arbitrator makes such inquiries as he or she deems necessary (e.g., inspecting work sites, taking statements, etc.)
c. The arbitration hearing or inquiry will be held on Department premises or other mutually agreed upon site. Hearings will be held during the regular business day.
d. An employee of the unit covered by this Agreement serving as the grievant' s representative, the grievant, and any employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
e. Unless agreed otherwise by the parties or ordered by the arbitrator, the parties agree to exchange a list of witnesses and a list of exhibits. If a party intends to call an expert witness, an expert witness report must be provided 15 days in advance of the hearing.
f. To the extent possible, the parties should stipulate the issue to be decided by the arbitrator and the remedy sought to present to the arbitrator as a signed agreement between the parties.
g. To the extent possible, the parties should stipulate as to joint exhibits to be presented to the arbitrator as a signed agreement between the parties.
h. The parties are urged to resolve any disputes concerning the exchange of information and documents between themselves, but, if a resolution is not possible, the disagreement should be presented to the arbitrator promptly.

Section 7. Time Limit

The arbitrator will be requested to render his/her decision and proposed remedy to the Department and the Union as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing, unless the parties agree otherwise.

Section 8. Arbitrator's Authority

a. An arbitrator selected under this article is obligated to recognize that he or she is serving within the context of Federal law and applicable regulation involving Federal service employees. The arbitrator is obligated to consider the precedence of the decisions of the Federal Labor Relations Authority, U.S. Merit Systems Protection Board and courts of competent jurisdiction in determining a ruling and a remedy for cases presented to them.

b. An Arbitrator selected under this article agrees to be bound by the *Code of Professional Responsibility for Arbitrators* and Federal Mediation and Conciliation Service (FMCS) *Arbitration Policies and Procedures* in effect at the time of selection. At the time of this writing, these documents may be found at the website of the FMCS (http://www.fmcs.gov).
c. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement.
d. This Master Agreement constitutes the entire agreement between the parties and there are no other agreements, written or oral, which affect the terms of this Master Agreement. In construing and interpreting this Master Agreement, the plain language contained within its four corners shall bind the arbitrator.
e. In other than disciplinary, adverse or performance based actions, the burden of proof and production shall rest with the party bringing the case to arbitration.

Section 9. Arbitrator's Authority in Disputes over the Agreement
The arbitrator shall have the authority to interpret and define the explicit terms of this Agreement as necessary to render a decision as set forth. He or she shall have no authority to add or to modify any terms of this Agreement.

Section 10. Arbitration Award
The Arbitrator's authority to make an award is subject to applicable law and regulation. Any award may not include assessment of expenses against either party other than as permitted by law or as specifically provided for in this agreement. In rendering a decision, an arbitrator must demonstrate such an award is consistent with 5 U.S.C. §5596 (The Back Pay Act of 1966, as amended) where appropriate.

ARTICLE 22
HOURS OF WORK AND COMPENSATION

Section 1. General
In applying the applicable laws and regulations governing hours of work and compensation, the Employer will use its delegated authority to meet the complex requirements of its mission with efficiency and equity. Employees are responsible for adhering to their work schedules, including arriving and departing at scheduled times and dedicating the time and effort necessary to complete assignments efficiently.

Section 2. Hours of Duty
a. Hours of duty shall be scheduled in accordance with 5 CFR 610 and 3 FAM 2330.
b. Each daily tour of duty must include a lunch period during which the employee will be excused from duty unless an office has been granted an exception by the Director General (DGHR) under rare and extraordinary circumstances to work a straight eight-hour shift due to the nature of their work. The lunch period will be scheduled as near to the middle of the employee's daily tour of duty as possible. Ordinarily, the lunch period will not be scheduled during the first or last 2-3 hours of the workday.
c. An employee may not work during a lunch period or any other non-duty period (e.g. during breaks or before/after employee's daily tour of duty) unless the employee has requested and received advance written approval from the employee's supervisor.
d. An interval of at least 12 hours will be provided between daily tours of duty, unless a shorter period is necessary due to emergency conditions or to accommodate an employee's preference. The Union will be informed promptly of such emergency conditions.
e. When the Employer finds it necessary to seek an exception to the stated requirements in establishing hours of duty to meet operational requirements, it will consult with the Union prior to implementation of such an exception.

Section 3. Overtime
a. It is understood that Management has the right to make overtime assignments when work circumstances warrant. In accordance with 5 CFR 610, as much reasonable notice as practical will be given to employees whenever an emergency work schedule or overtime duty appears necessary. When possible and suitable, management will copy the Union with a general notice of overtime impacting a large number of bargaining unit employees.
b. Overtime shall be assigned fairly and equitably among qualified employees in accordance with their skills and familiarity with the work.
c. In accordance with timekeeping procedures, each supervisor who is responsible for assigning overtime will ensure a record of such overtime is kept.

d. Consistent with work requirements, the Department will establish daily tours of duty that may, subject to the criteria set forth in 5 C.F.R. Part 610 include different beginning and ending times within the basic workweek.
e. Employees are not entitled to make determinations on working overtime nor are they entitled to work overtime. Overtime must be approved and scheduled in advance, in writing, before being performed by the employee assigned.
f. Whenever an employee believes that work schedules are being unfairly arranged, he or she may request that a Union representative consult with the unit supervisor or other official responsible for such schedules and to seek an equitable adjustment.

ARTICLE 23
ALTERNATIVE WORK SCHEDULES

Section 1. General

The Alternative Work Schedule (AWS) allows the Department to provide employees an opportunity to use flexible and compressed work schedules. The Department currently has a generic AWS policy designed to provide advantages to both the Department and the employee. A Bureau Executive Director may establish an AWS policy unique to his or her Bureau, however, any Bureau AWS policy must be established under the provisions provided in 5 USC 6120-6133, 3 FAM 2330, and for bargaining unit employees covered by this Master Agreement, provisions within this Article. Bureau AWS plans are not required to include all parts of the options available to them (see 3 FAM 2330), but they cannot exceed what is contained in law, regulation or where applicable, this Article. Any Bureau AWS programs initiated after the effective date of this Master Agreement or Department AWS program revisions must be provided to AFGE Local 1534 and negotiated as appropriate prior to implementation. Any Bureau proposals to modify or revise an AWS program must be resubmitted for review and negotiation with AFGE. Any termination of Bureau AWS policy must be pursued under 5 USC 6131 requiring notification to AFGE with a duty to bargain as appropriate. Absent a Bureau specific AWS program, employees will be subject to provisions of the 3 FAM and this Article. Any employee on an AWS schedule is not automatically banned from working a telework schedule.

Section 2. Participation

Responsibility for the success of flexible and compressed work schedules must be shared equally between the supervisor and employee. Participation in one of these plans is voluntary and no supervisor or employee may force another employee to join the plan. Probationary, temporary and part time employees may participate only if included in the Bureau policy and only with approval from their immediate supervisor. After selection of a flexible or compressed work schedule, no employee should suffer personal hardship as a result of the approval of a flexible or compressed work schedule to another employee.

Section 3. Procedures

a. An employee who wishes to participate in an AWS program must submit a written request to his or her immediate supervisor for approval. Bureaus may develop their own written request formats. The supervisor will make a reasonable effort to approve the AWS schedule requested by each employee or provide written justification as to why the request cannot be approved. A supervisor may deny a request if he/she determines that the AWS will have an adverse impact on the business needs of the office, productivity, service to the public or efficiency in carrying out its mission.

b. Employees who wish to withdraw from a flexible or compressed work schedule and convert back to the Department's standard workweek may do so in accordance with regulation or Bureau program that should allow for at least two weeks written notice to the supervisor unless emergency medical or compelling need exists.
c. Bureau programs may allow for temporary suspensions of flexible work schedules for emergency purposes, including workload demands, for one pay period without negotiation with AFGE Local 1534. If an office or Bureau intends to extend the suspension beyond one pay period, it must notify AFGE Local 1534 and provide an opportunity to negotiate as appropriate. If negotiations are not complete by the end of the successive suspension period, the employee(s) will return back to the previous AWS schedule.

Section 4. Requirements of the Program

Bureau programs may vary from Bureau to Bureau depending on unique workload requirements but must conform to 3 FAM 2330:

a. Each program will conform to the standard business hours of 40 hours in length for full time employees (normally 8:15 a.m. to 5 p.m.), AWS schedules available and their core hours and flexible hours.
b. Each program must allow for a lunch period of 45 minutes to occur normally in the middle of the workday (NOTE: a part-time employee may be scheduled for seven hours or less in a workday and is not required to take a lunch hour).
c. A full-time employee must account for 80 hours per pay period including actual hours worked, leave taken, and paid holidays.
d. Supervisors are responsible for time, attendance and productivity of employees under their supervision.
e. Employees participating in Bureau AWS programs are expected to maintain productivity standards.

Section 5. Criteria for Modification or Restriction of AWS

AWS programs may contain reasons for modifications or restrictions of the use of AWS by employees and may be based on one or more of the following reasons. AFGE Local 1534 does not need to be notified for any of the following reasons:

a. Operational consideration, including emergencies, related to the work situation only. The Union does not need to be notified when an individual employee either voluntarily agrees to temporarily suspend use of AWS for work situations or the office requests the employee to do so and they accept. Written agreement indicating the date the employee will return to the previous AWS schedule shall be provided if the employee requests such a written commitment.
b. Temporary suspension necessary so that the employee can participate in formal training.
c. Placement on Leave Restriction may automatically terminate use of AWS.

d. AFGE should be notified if an employees is removed or has their AWS modified for any of the following reasons:
    1. Abuse of flexible or compressed work schedules such as frequent tardiness or misconduct of a serious nature that would be alleviated by the presence of a supervisor.
    2. Requirements for close supervision of employees with serious deficiencies in performance.

An employee so notified under the two bullets above must be provided two-week notice of intent to suspend/restrict, the effective date AWS is suspended/terminated, and the set schedule the employee is to work. Justifications for modifications or restrictions may be reviewed upon a change in the conditions that resulted in the AWS being suspended/terminated if raised by the Employer, the employee or the Union on behalf of the employee.

ARTICLE 24
LEAVE

Section 1. General
All matters relating to leave, including those covered by this Article, are governed by applicable laws and regulations, including Chapter 63 of Title 5 United States Code, Part 630 of Title 5 Code of Federal Regulations. Existing 3 FAM and FAH-1 language pertaining to leave at the time this Agreement is executed is hereby incorporated into this Article. Any change to 3 FAM and FAH-1 language that pertains to this Article subsequent to execution of this Agreement requires notification to the Union with an opportunity to comment and/or bargain as appropriate.

Section 2. Annual Leave
a. The use of annual leave, as provided by applicable law, is an entitlement; however, the scheduling of annual leave is granted subject to the needs of Department management.
b. Management has the responsibility for approving the scheduling of requested annual leave. It is the responsibility of supervisors and employees to consult so that leave may be scheduled fairly and equitably and to avoid forfeiture of annual leave. Employees should schedule available annual leave every year in order to allow for rest and recreation away from the worksite. Request for annual leave should normally be submitted three (3) working days in advance of the requested leave day(s). When a request for annual leave is properly submitted, the approving official will normally communicate the decision with respect to the requested leave to the employee within two (2) working days of the request. Leave for planned vacations should be requested as early in the year as possible so supervisors can set the schedule. Where employees request annual leave well in advance of the requested leave period, management will inform the employee normally within one (1) week to two (2) weeks after submission, that the desired time for annual leave has been approved or denied. This does not prevent employees from requesting leave at other times of the year.
c. Reasonable efforts consistent with the needs of the Department and equity to other employees will be made to satisfy the desires of employees with respect to requests for more than two consecutive weeks.
d. Requests for annual leave for emergency or unforeseen reasons will be considered on an individual basis. In an emergency which could not be anticipated in advance, the employee must contact his/her supervisor or the supervisor's designated representative, either in person¬ or by phone, as early as possible, but normally within two hours after the start of his/her shift on the first day of absence and request the use of leave. If neither the supervisor nor the designated representative is available or answers the phone to approve the leave request, the employee must leave a message regarding the circumstances of the requested leave and, when

possible, continue their efforts to contact a responsible official. In cases where the employee's record establishes a pattern of abuse of leave, this may result in an employee's absence being charged as absence without leave (AWOL) and disciplinary or other administrative action may be taken as the circumstances may warrant.

e. The Parties recognize that it is in the employee's interest to maintain a reasonable balance of annual leave for emergency purposes; however, no employee shall be required to maintain a minimum annual leave balance.
f. Forfeited annual leave which had been scheduled and approved in writing in advance may be restored to the employee if he/she is unable to use the leave, and if the leave could not be rescheduled prior to the end of the leave year because of exigencies of the public business, documented sickness of the employee during scheduled annual leave, or administrative error. The request for the restoration of forfeited leave must be requested in writing and approved by an authorized official. The leave must have been scheduled (but not necessarily scheduled to be taken) prior to the end of Pay Period 23 of the relevant leave year.

Section 3. Sick Leave

a. Sick leave shall be granted to employees for any of the following reasons:
    1. When the employee is incapacitated for the performance of duty by physical or mental illness, injury, pregnancy, or childbirth;
    2. For medical, dental, or optical examination or treatment;
    3. To provide care for a family member with a serious health condition;
    4. When the health authorities having jurisdiction or a health care provider determines that the employee would jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
    5. Any other reason listed in 3 FAM 3420, 3 FAH-1 H-3420, and 5 C.F.R. 630.401(a).
    6. For those purposes related to adoption set forth at 5 C.F.R. 630. 401(a) (6).
b. An employee who is absent because of illness will notify the appropriate supervisor as early as practicable on the first day of the illness, normally within two (2) hours after the employee is scheduled to report to work, and will advise the supervisor as to when the employee expects to return to duty. If neither the supervisor nor the designated representative is available or answers the phone to approve the leave request, the employee must leave a message regarding the circumstances of the requested sick leave and, when possible, continue their efforts to contact a responsible official. It is understood that, in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Consideration will be given to an employee if the nature of the illness precludes such personal notification. The employee is required to call in each day absent because of illness as outlined above.

c. Requests for sick leave for routine medical, dental or optical examinations or treatment will be submitted for approval prior to the beginning of leave.
d. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless:
    1. An absence exceeds three (3) work days (if the services of a physician are not used, the employee may submit a signed statement indicating the nature of the illness and the reason for not furnishing a medical certificate, subject to approval by the leave-approving official); or
    2. The employee has been placed on leave restriction; or
    3. When the employee has established an unusual and questionable pattern of sick leave usage and there is reasonable doubt as to the validity of the claim to such leave, failure of the employee to submit an acceptable medical certificate or other administratively acceptable evidence may result in the absence being charged to AWOL and disciplinary action may be initiated.
e. When an employee is required to present a medical certificate or other administratively acceptable evidence for which sick leave is requested, and the employee is uncomfortable discussing the nature or his or her illness or injury with the supervisor, the employee may request that the information be reviewed by an officer designated by the Bureau Executive Office. When the injury or illness meets the intent of this provision, unless required, the designated officer will only communicate to the supervisor whether the medical certificate or other administratively acceptable evidence supports the use of sick leave and will not discuss the details of the employee's injury or illness with the supervisor.

Section 4. Advance Sick Leave

a. Subject to applicable law, regulation and Department policy (including 3 FAM 3420 and 3 FAH-1 H-3420), a maximum of thirty (30) days sick leave (240 hours) may be advanced for: a serious health condition of the employee or a family member; employees incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth; employees who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease, or for certain purposes relating to the adoption of a child; or for the care of a covered service member with a serious injury or illness, provided the employee is exercising his/her entitlement under the provisions of the Family and Medical Leave Act.
b. A maximum of thirteen (13) days of sick leave (104 hours) may be advanced for the following circumstances: when an employee receives medical, dental or optical examination or treatment; to care for a family member who is incapacitated by a medical or mental condition, or to attend to a family member receiving medical, dental, or optical examination or treatment; to provide care for a family member who would, as determined by the health authorities having jurisdiction or by a health care

provider, jeopardize the health of others by the family members' presence in the community because of exposure to a communicable disease; or to make arrangement necessitated by the death of a family member or to attend the funeral of a family member.

c. Applications for advanced sick leave must be submitted in writing and supported by a medical certificate signed by a physician or practitioner or other satisfactory evidence in support of the request.
d. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery, and is within the discretion of the leave-approving official, who will consider the circumstances of each individual case.
e. Sick leave is generally advanced with the understanding that future absences due to illness must be charged to annual leave or LWOP until the total sick leave advance has been liquidated. An employee who subsequently retires (other than on disability) or resigns is liable for repayment of any outstanding negative sick leave balance, with certain limited exceptions.

Section 5. Leave for Family Care Purposes

a. In accordance with statutory and regulatory authorities (including 3 FAM 3420 and 3 FAH-1 H-3420), accrued/accumulated sick leave will be granted for up to thirteen (13 days) (104 hours) each leave year for the following:
    1. to provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment;
    2. to make arrangements necessitated by the death of a family member or attend the funeral of a family member; or
    3. to provide care for a family member who, as determined by the health authorities having jurisdiction or by a health provider, would jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease.
b. A total of sixty (60) days (480 hours) of accrued and advanced sick leave per leave year are allowed to care for a family member with a serious health condition. Maximum hours are prorated for part-time employees (see 3 FAM/FAH 3420). Accrued sick leave substituted for unpaid leave under the Family and Medical Leave Act to care for a covered service member does not count against this maximum.
c. For the purposes of this subsection and Subsection 3, the definition of a family member is that set forth at 5 C.F.R. § 630.201 and 3 FAM 3422, and includes an individual with any of the following relationships to the employee: (1) spouse, and parents thereof; (2) sons and daughters (including adopted, step, and foster sons and daughters) and spouses thereof; (3) parents, and spouses thereof; (4) brothers and sisters, and spouses thereof; (5) grandparents and grandchildren, and spouses thereof; (6) domestic partner and parents thereof, including domestic partners of any

individual in items (2) through (5) of this definition; and (7) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Leave must normally be requested and approved in advance with acceptable evidence in accordance with applicable laws and regulations. See Subsections 3(b)-(d) regarding notification requirements and Subsection 3(e_ regarding advance of sick leave.
e. Per the Family and Medical Leave Act (5 U.S.C. § 6382 et seq. [see also 3 FAM 3530]), eligible Employees may request up to 12 administrative workweeks of unpaid leave during any 12 month period for the following:
    1. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
    2. because of the placement of a son or daughter with the employee for adoption or foster care;
    3. in order to care for the employee's spouse, son, daughter, or parent with a serious health condition; and/or,
    4. because of a serious health condition that makes the employee unable to perform the functions of his/her position.
    5. because of 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.

    An employee is responsible for invoking his or her entitlement to the FMLA. If the employee's absence is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the employee shall provide notice to the supervisor of his or her intention to take leave or leave without pay not less than 30 calendar days before the date the absence is to begin. If one of these events requires the absence to begin within 30 calendar days, the employee shall provide notice as soon as is practicable. In all cases, an employee must invoke entitlement to Family and Medical Leave as soon as possible and provide management with any required acceptable medical certification from the health care provider in accordance with 3 FAM 3530, Subpart L of 5 C.F.R. Part 630, and the Act. In accordance with the applicable laws and regulations (including 3 FAM 3534.5), an employee may substitute certain paid leave in lieu of the unpaid leave under the FMLA. An employee is not eligible for FMLA if he/she has less than 1 year of qualifying government service, is serving on a temporary appointment with a time limitation of one year or less, or is an intermittent employee as defined in 5 C.F.R. § 340.401(c).
f. Any period of incapacity due to pregnancy/childbirth, or for prenatal care, is considered a serious health condition and is subject to the same regulations on leave as other serious health conditions. Once the employee is no longer incapacitated due to pregnancy or childbirth (i.e. after delivery and recuperation), the employee may

want a period of bonding or need to make arrangements for the care of the child. The employee may invoke the Family Medical Leave Act as noted in "e" above and take up to 12 weeks of leave without pay. The 12 weeks may be in addition to any sick leave taken by the employee for any period of incapacity due to pregnancy and childbirth (including periods of morning sickness, medically prescribed bedrest, and recovery from childbirth) or the employee may substitute paid sick leave for unpaid leave taken under the FMLA. A non-birth parent may also use sick leave to care for the recovering spouse in accordance with 3 FAM 3420, and in addition, invoke the FMLA for up to 12 weeks to bond with their newborn son or daughter or care for a spouse, son, daughter or parent with a serious health condition under the FMLA. Additional annual leave may be requested for consideration by the supervisor and/or the employee may seek to substitute paid annual leave for unpaid leave under the FMLA. Employees who become adoptive parents may take sick leave for certain purposes relating to the adoption of a child in accordance with applicable laws and regulations and 3 FAM 3420. And eligible employees who become an adoptive or foster parent may also invoke the FMLA for up to 12 weeks for purposes relating to the placement of a child with the employee for adoption or foster care. in accordance with 3 FAM 3530. Parents may also request annual leave and/or LWOP to care for a healthy newborn, bond with a healthy newborn, or for other childcare responsibilities.

Section 6. Military Leave

In accordance with, and as provided by, 5 U.S.C. § 6323, permanent or temporary indefinite employees earn fifteen (15) days of military leave per fiscal year for active duty, inactive duty training, funeral honors duty, or engaging in training as a Reservist of the armed forces or member of the National Guard. All full-time career employees and limited appointees whose appointments are for an indefinite period of time or for a period of more than one year are entitled to military leave when official orders and a completed leave slip are presented to the appropriate leave-approving officer. Military leave is prorated for part-time career employees and employees on an uncommon tour of duty. To the extent it is not used, military leave accumulates for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. Except as provided in 3 FAM 3442 b and d, an employee may carry over a maximum of fifteen (15) days into the next fiscal year, not to exceed a total of thirty (30) workdays in a fiscal year. Up to twenty-two (22) workdays of military leave per calendar year shall be authorized for emergency duty as ordered by the President, the Secretary of Defense, or a State Governor for employees who perform certain military duties in support of law enforcement or to assist civil authorities in the protection of life or property, of for employees who perform full-time military service as a result of a call or order to active duty in support of a contingency operation.

If an employee is called to active duty or active/inactive duty training as a member of the National Guard or Reserves, he/she will be granted military leave, accrued annual leave, accrued sick leave, earned compensatory time off for travel, or LWOP as requested, in accordance with applicable statutes, regulations and FAM provisions, and those granted such leave in such circumstances will suffer no adverse effect on his/her performance rating. Employees shall submit a completed leave slip and a copy of orders. The Employee should give as much advanced notice of military duty as possible.

Section 7. Administrative Leave or Excused Absence

Administrative leave may be granted to employees for a number of purposes, including participation in certain civic activities such as blood donations, and voting in accordance with applicable laws, regulations and FAM provisions. Administrative leave may also be granted in the form of group dismissals of employees when the officer in charge determines this to be appropriate, such as in instances involving a threat or potential threat to safety and health, such as civil unrest or riots; snow storms, floods, or other extreme weather conditions or natural disasters; or the breakdown of heating or cooling systems. When there is a Department-wide notice granting early release of employees (usually around the Thanksgiving or the Christmas holidays) local management will determine (based upon workload demands and staffing issues) the number of employees required to remain as part of the "skeleton crew."

Section 8. Holidays

Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. If the holiday falls on an employee's non-workday, the holiday will be observed according to provisions of 3 FAM 2338.2 and 3 FAM 2338.3.

Section 9. Leave Without Pay (LWOP)

Employees who do not have leave to their credit and wish to take leave for emergencies or other reasonable purposes may request leave without pay. Eligibility for leave without pay is not dependent on a specific length of service, and may be authorized regardless of whether or not the employee has annual leave to his credit. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, and to reservists and National Guard personnel for active duty or active/inactive duty training duties for which military leave is not available. Leave without pay shall also be granted for persons receiving workers' compensation payments from the Department of Labor and to persons invoking the Family and Medical Leave Act. In addition, leave without pay may also be granted on a discretionary basis for educational purposes, certain service of a temporary character, to recover from an illness or disability, while awaiting final action on a disability retirement or Official Workers Compensation (OWCP) claim, for parental and family responsibilities, and for other reasons. Consistent with

the policies and requirements in the 3 FAM, supervisors having authority to approve annual and sick leave may approve requests for LWOP for up to 80 hours whenever work load permits and it is deemed advisable and in the interest of the mission. Request for LWOP in excess of 80 hours must be made in accordance with 3 FAM 3500.

Section 10. Court Leave

In accordance with 3 FAM 3450, the Department will allow the employee to fulfill the citizenship duties of jury duty, and to serve as a witness in a nonofficial capacity on behalf of any party in any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party. These court-related absences will be charged to Court Leave.

An employee entitled to court leave on account of jury service who is excused from jury duty for one day must return to duty during such period or be charged annual leave. Return to duty should not cause a hardship to the employee, for example, because of the distance of the court from the employee's residence or place of duty, the unavailability of public transportation during non-rush hours, or the employee's work schedule (e.g., night work). Telework provides another option for return to duty for employees with a telework agreement.

Section 11. Leave Usage and Tardiness

Leave usage shall be charged in increments of fifteen (15) minutes. Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of individual employees. Each case shall be considered on its merits.

Section 12. Leave Restriction

A leave restriction is considered to be a non-disciplinary action. In this regard, management will make efforts to assist employees who have established a pattern of leave/abuse. Management recognizes that leave use is not synonymous with leave abuse.

When a supervisor determines that an employee has established a leave pattern that indicates possible abuse, the supervisor should counsel the employee and, if appropriate, assist him/her in developing methods for reducing leave usage. In addition, the supervisor will notify the employee verbally and in writing and, when appropriate, established a date for expected improvement. If the employee fails to improve, the supervisor will request the issuance of a letter of leave restriction. Noncompliance with the letter of leave restriction may result in disciplinary action.

Leave restriction will be imposed for a period of six months with a supervisory review after three months. If there is significant improvement, the employee may be removed from leave restriction and he/she will be notified in writing accordingly. Continued abuse or failure to improve, however, will result in the employee being notified that the

leave restriction will continue for up to an additional 6 months. This notification will be provided to the employee prior to the conclusion of the initial termination date. Continued violations of the leave restriction could result in a recommendation for disciplinary action and/or a continuance of the leave restriction.

While on leave restriction, all sick leave for medical appointments, regardless of the amount requested, must be requested by submitting a completed OPM Form 71, Application for Leave, at least two (2) full workdays in advance and fully explain the need for leave. When it is not possible to request two (2) days in advance, the supervisor will fully consider the circumstances of the particular case before making a decision on the request. A medical certificate must be provided in accordance with 3 FAM 3400 contained in the leave restriction letter.

Section 13. Voluntary Leave Transfer Program

Subject to applicable law, regulations and 3 FAM 3340, an employee who has—or who has a family member who has—a medical emergency that is likely to require the employee's absence from duty for a prolonged period of time and result in a substantial loss of income to the employee because of the unavailability of paid sick and annual leave, may apply to become a leave recipient for the transfer of unused accrued annual leave from donating employees. The absence from duty without available paid leave because of the medical emergency must be (or be expected to be) at least twenty-four (24) work hours for a full-time employee, or at least 30 percent of the average number of hours in a part-time or uncommon tour of duty employee's biweekly schedule.

For the purposes of this subsection, the definition of a family member is that found in 5 CFR 630.902c.

Application forms to become a leave recipient or a leave donor shall be available by request to the case manager. A donor may donate no more than one-half of the annual leave he/she would have accrued in the current leave year in which the contribution is made. A donor projected to lose annual leave at the end of the leave year may donate no more than the lesser of 1) one-half of the annual leave accrued in the current leave year in which the contribution is made or 2) the number of hours actually remaining in the leave year (as of the date of the contribution) for which the leave contributor is scheduled to work and receive pay. Donors may make donations as often as they wish within the limits set forth by law regulations and 3 FAM 3340.

Annual leave transferred under this section to a leave recipient may be substituted retroactively for the period of leave without pay (LWOP) caused by the medical emergency or used to liquidate an indebtedness for advanced annual or sick leave used for the medical emergency.

Management, in consultation with DGHR, shall use memoranda, notices, or other means to inform colleagues of the needs of an approved leave recipient.

Section 14. Office Closings

At all times employees are to presume that their office will be open as scheduled. In the event of unscheduled closures of federal agencies, offices, or establishments, employees not required to be at their assigned work station or worksite (or at another designated location), may be granted an excused absence. DOS management will make reasonable efforts to notify employees as to how they will be informed of an office closing, for example, by indicating which radio station or TV channel will carry an announcement of an office closing. Employees should always check status of openings/closings at www.opm.gov. When office closings exceed one workday, the Department may further excuse employees consistently with applicable laws, rules and regulations. The Department agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of employees during the work hours, and to keep them informed of any relevant situation as it changes (e.g., during poor weather or civil unrest).

Section 15. Religious Observance

Approving officers are encouraged to be liberal in granting annual leave to permit employees to participate in religious observances when conditions of work permit. In order to meet the employer's legal obligation under Title VII of the Civil Rights Act of 1964 to provide reasonable accommodation to employees for religious purposes, leave approving officials must grant annual leave to permit employees to participate in their personal religious observances unless to do so would create an undue burden upon the employer. Such absences will be charged to annual leave or to compensatory time off or, if the employee has neither, to leave without pay.

To the extent that it does not interfere with the efficient accomplishment of the mission, an employee may, with the approval of the supervisor, elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that an employee abstain from work during certain periods of the workday or workweek. The employee may request to work such compensatory overtime before or after the compensatory time off has been granted.

ARTICLE 25
WORK SPACE

Section 1. General

The Department of State recognizes that the quality of the work place can have a significant impact on the efficiency of Department operations. The Department uses OSHA Standard, 29 CFR 1960, Basic Program Elements for Federal Employee Occupational Safety and Health Programs, and Executive Order 12196, Occupational Safety and Health Programs for Federal Employees to implement the Quality Workplace Environment Program. The goal of this program is to increase efficiency and provide a safe working environment, while reducing the cost of Federal work space. This goal reflects the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985; and the requirements of Executive Order 12411, Government Work Space Management Reforms. The Department will take into account these programs and those factors when assigning adequate space to employees to do their jobs. Space occupied by bargaining unit employees shall be arranged and maintained so as to ensure a quality work space.

a. The Department guidelines for the assignment of space are contained in the GSA Federal Property Management Regulations, 41 CFR Part 101 -17, FPMR Amendment D-76. The Department agrees that the work space will conform to all applicable local building codes. The Department will ensure work space configurations will conform to applicable safety and health codes and GSA standards for square meters.
b. The Department and AFGE Local 1534 recognize and agree that the General Services Administration (GSA) or tenant restrictions may impose limitations on space options.

Section 2. Hot or Cold Working Conditions

The Department uses current OPM guidelines that state, "dismissals due to unusual employment or working conditions created by a temporary disruption of air cooling or heating systems should be rare." Individual employees that state they are affected by the levels of temperature to the extent that they are incapacitated for duty, or that continuance on duty would adversely affect their health, may be granted annual or sick leave.

Section 3. Maintenance of Sanitary Facilities

All work spaces, toilets, washrooms and locker areas shall be maintained in a clean and sanitary condition, in accordance with 29 CFR 1910.141. AFGE Local 1534 agrees that full employee cooperation is essential for maintaining satisfactory sanitary facilities. Proper lighting and ventilation will also be maintained. Illumination requirements are detailed in GSA P100, Facilities Standards for the Public Building Service. Ventilation systems will comply with ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality.

ARTICLE 26
SAFETY AND HEALTH

Section 1. General
The Department of State is committed to providing and maintaining safe and healthy working conditions for employees in accordance with the following laws, rules and regulations:

a. The Occupational Safety and Health Act of 1970;
b. Executive Order 12196, Occupational Safety and Health Programs for Federal Employees;
c. Department of Labor Regulations for Federal Employees;
d. Occupational Safety and Health General Industrial Standards and Interpretations
e. (29 CFR 1910, and 29 CFR Part 1926); and
f. DESD Environmental and Safety Guides.

Section 2. Safety and Health
The Domestic Environmental and Safety Division's (DESD) environmental, health and safety program is designed to provide a safe, healthful, and environmentally sustainable workplace for all DoS employees in all Department domestic facilities. This is accomplished through proper management, training of personnel, and the elimination and control of hazardous conditions, which can result in physical harm, injury or illness, death, property loss, or environmental damage. The Department agrees to consult on safety and health matters with representatives of bargaining unit employees at their request. DESD shall participate in these consultations upon request by Human Resources, DGHR/PC/LM. The purpose of such consultations may be for any or all of the following reasons:

a. To explain / discuss the Department's safety and health program, including proposed changes.
b. To apprise Union representatives that employee safety and health issues continue to be addressed.
c. To discuss findings and reports of workplace inspections to ensure that corrective measures are implemented, and internal and external evaluation reports concerning the Department's safety and health program.
d. To explain pans to abate hazards.
e. To review responses to reports concerned with allegations of hazardous conditions or alleged safety and health program deficiencies. If the representatives are not substantially satisfied with the response, they may request an appropriate investigation to be conducted by OSHA.

Section 3. Employee Responsibility
Each employee must comply with the regulations prescribed for personal safety and health practices. They must also advise supervisors of any unsafe or unhealthy working

conditions. If satisfactory corrections are not made after reporting a hazard to a supervisor, the employee should report the hazard in writing to DESD who will investigate and ensure appropriate action(s) is taken.

Section 4. Inspections

The Department agrees that its occupational safety and health program provides for the following:

a. General safety and health inspections in Department non-office workplaces with increased risk or when deemed necessary by DESD. Reports of such inspections will be provided to AFGE Local 1534 as the representatives of bargaining unit employees upon request from AFGE.
b. Prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, the Department agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps to protect employees. Employees exposed to the conditions will be informed of the abatement plan. When the hazard cannot be abated without the assistance of the General Services Administration (GSA) or other lessor, the Department agrees to act with GSA and/or the lessor to abate the hazard.
c. An investigation within 24 hours and notification of the official in charge of the affected employees, upon report of imminent dangerous working conditions. Management will inform the Department of Labor of any imminent danger that cannot be promptly and completely abated. Reports of potentially serious working conditions will be investigated within three working days and for other conditions within 20 working days.
d. Authorization to any employee or steward to request an inspection of the workplace when he or she believes an unsafe or unhealthful condition exists. The request will be investigated by DESD. The Department assures the right to anonymity of those employees or stewards who make the reports.
e. An AFGE Local 1534 representative may participate in any safety and health inspection, when in the judgement of the management representative and the unit employee representatives, such activity is necessary to evaluate Department inspection procedures on safety and health matters or when requested to accompany an Occupational Safety and Health Administration (OSHA) Inspector.
f. Assurance that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition or other participation in the Department's occupational safety and health program activities.
g. AFGE Local 1534 stewards will cooperate in the Department safety program by reporting unsafe working conditions to DESD.

Section 5. Reports

a. The Department will provide AFGE Local 1534 with a copy of its Annual

Occupational Safety and Health Report submit ted to the Department of Labor yearly.

b. The Department agrees to consider any comments of AFGE Local 1534 relative to their review of material safety data sheets on supplies and materials used by the Department. Requests to review such records and comments resulting from the review should be directed to DESD.
c. Employees may, upon request, secure information concerning work materials, including the name and address of manufacturers or suppliers, if available. In those instances where the Department does not have the requested information, the Department will so advise the employee and identify other federal or state organization that may be of assistance to the employee.
d. Written reports of inspection activities, including notices of unsafe or unhealthful working conditions (and abatement thereof) will be given to the official in charge of the workplace and employee representatives, as appropriate, pursuant to 29 CFR, Part 1960, Subpart D.

Section 6. Training

a. The Department, through DESD, agrees to provide OSHA 6000, Collateral Duty Course for Other Federal Agencies, safety and health training as necessary to appropriate employees including AFGE Local 1534 designated representatives.
b. The Department, through DESD, also agrees to instruct and train employees who are called on to work in jobs or machines which may be hazardous and with which they are unfamiliar.

Section 7. Limited Duty Assignments

When an employee is injured on the job and/or they become medically disqualified from their current position as a result of an on-the-job injury or illness, the Department will assign the employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties and when such duties are available. If the medical disqualification is of a permanent nature, disability retirement, reassignment, or retraining options in accordance with applicable regulations may be considered.

Section 8. Personal Protective Equipment and Safeguard

Employees will not be permitted to work in violation of applicable safety rules and regulations or required to work under conditions which may be unsafe or hazardous to their health without proper precautions, protective equipment and safety devices. Protective devices and equipment, when required, shall be furnished by the Department and used by employees. AFGE Local 1534 will support the Department in the use of protective equipment, safety devices, and the enforcement of applicable regulations.

Section 9. Occupant Emergency Planning

In case of a declared emergency, employees are directed to immediately evacuate the building or shelter-in-place. In doing so, employees must follow instructions and procedures outlined by the Office of Emergency Management (OEM) and in the Facility Emergency Action Plan (FEAP) for their building. Each office should have the following information posted and/or distributed to each employee:

a. A floor diagram, showing emergency exits from the building;
b. List of evacuation procedures to be followed by all employees;
c. Name of the Principal Area Officer for the Bureau; and,
d. Office Director designation of fire wardens.

Section 10. First Aid/Emergency Treatment

Employee Injuries are handled as follows:

a. Emergencies-For all emergencies that require immediate critical attention, CALL 9-911 and the Security Control Center (SCC) on 7-9111.
b. Routine Employee Injuries: All employee injuries should be reported on form DS 1663 to the DESD office. Medical attention can be obtained by visiting the MED Occupational Health Clinics at HST, NFATC and SA-1. The Medical Unit can perform a medical assessment and required treatment of on the job emergency injury and illness due to occupational accident/exposures within its capacity as a health facility and/or refer the employee to other medical facilities. Claim forms can be obtained from the Medical Health Unit during the initial visit.

Section 11. Procedures for Workers' Compensation Claims

a. Employees should report any traumatic injury or occupational disease to their supervisors, who in turn, will report on a DS-1663, to DESD.
b. The appropriate administrative office or Office of Personnel is available to advise employees on procedures for filing a compensation claim (OWCP Form CA-1 or CA-2) and on their entitlement to any compensation benefits, and to assist employees in the filing of a claim.

a. Compensation benefits can be used in lieu of sick or annual leave only for traumatic injury.
b. Employees shall be permitted to review documents relating to their claims which the Office or Workers Compensation Programs has authorized to be made available.

ARTICLE 27
NEW TECHNOLOGY

Section 1. Purpose
For purposes of this Article, "new technology" is defined as new, "state-of-the-art," or innovative automated systems, automated devices or automated processes that replace (or are proposed or designed to replace) systems, devices or processes. Examples of such new technology might include, but are not limited to, Digital Image Systems or security monitoring equipment that measures or records employee activity in a way that is not readily apparent, visible, or otherwise identifiable to employees.

Section 2. Impact
Whenever the Employer proposes to acquire, develop or implement a system based upon new technology that will potentially impact conditions of employment for employees, the Employer will consult with the Union and provide the rationale, statement of work, and business requirements for the proposed system as well as its potential impact on employees to the extent that management knows what that impact will be. Appropriate/additional information will be provided if requested by the Union. If the adoption of new technology has the effect of replacing tasks that are currently performed by employees, appropriate retraining will be provided
within the limits of budget resources, relevant law and regulations and the extent to which employees can, or are willing to be, retrained. Employees willing to be retrained will be considered a priority absent budgetary constraints.

Section 3. Management and Union Rights
The Union understands that adoption of such devices or systems is a management right. Management recognizes as well that the Union has the right to bargain on potential adverse impact on employees that could result from implementation of said new technology.

Section 4. Adverse Actions
Employees separated or downgraded as a result of new technology may receive priority consideration for vacant positions for which they qualify in accordance with OPM guidelines or agency Reduction-in-Force procedures as appropriate.

ARTICLE 28
CONTRACTING OUT (Outsourcing)

Section 1. Definition
Contracting out (hereafter referred to as Outsourcing) is the process by which the Department acquires property and services by means of procurement from private sources rather than from in-house use of Department facilities and/or personnel. Outsourcing includes individual and/or group activities.

Section 2. Providing Information
a. The Union may request copies of any relevant and pertinent data in connection with the implementation of activities under the provision of A-76.
b. The Department will provide the requested information, as appropriate under law and other control ling government-wide regulations.

Section 3. Notice and Consultation
a. When the Department determines that work will be outsourced and that unit employees will be affected, it will notify the Union in writing of the decision and will provide pertinent information regarding the positions and employees to be affected, if any, and other impact on employees, to the extent that it is known at that time.
b. The parties recognize that the decision to outsource work is a management right. The union may make proposals for appropriate arrangements for employees, and the Department will conduct such negotiations in good faith, providing adequate opportunity to bargain.

Section 4. Rights of Affected Employees
a. The Department agrees to follow the reduction-in-force (RIF) procedures provided in this agreement and applicable RIF regulations when outsourcing results in the requirement to separate employees from service.
b. Employees may grieve RIF procedures and other actions relating to the interpretation or application of this agreement under provisions of the Negotiated Grievance Procedure.

ARTICLE 29
REDUCTION-IN-FORCE/OUTPLACEMENT

Section 1. Goal
The Employer and the Union jointly recognize the desirability of maintaining the stability of employment for employees.

Section 2. Negotiations
The Employer, recognizing the Union's interest in protecting and representing employees, will give the Union advance notice and an opportunity to negotiate on the impact and procedures to be used in a RIF, and keep the Union informed of RIF developments. Such notification shall be in writing and provided to the Union prior to any official notification to employees. The parties agree that they are bound by the rule, regulations and guidelines set out in 5 CFR 351 and OPM guidelines pertaining to RIF.

Section 3. Advance Notice to Union
Normally, the Employer will notify the Union of a proposed RIF in advance of any notice to the employees, at least ninety (90) days before the proposed effective date. At that time, the Employer will advise the Union of the reason for the reduction-in-force and/or transfer of function, the number, title, series, and grades of employees affected, and the measures being considered at that time by the Employer to reduce the adverse impact on employees. If applicable, the notice will also summarize the reasons for retaining a lower-standing employee in the same competitive level.

Section 4. Advance Notice to Employees
The Employer will give affected employees as much advance notice of a RIF and/or transfer of function as is administratively feasible and in most cases that notice will be 60 full days in advance. At the same time this notice is given to employees, a second notice will be provided to AFGE advising of the bargaining unit employees that have been notified of impending RIF/transfer of function. When a RIF is caused by circumstances not reasonably foreseeable, the agency may request that the Director, OPM, approve a notice period of less than 60 days but the notice period must be at least 30 days. When a significant number of employees are to be separated, the agency is responsible for complying with the terms of 5 CFR 351.803 (b) and (c). The notice will include along with the reasons for the action and employee competitive area:

a. The place where the employee may inspect the regulations and record pertinent to this case;
b. Information on reemployment rights, except as permitted by 5 CFR 351.803 (a);
c. The employee's right, as applicable, to appeal to the Merit Systems Protection Board under the provisions of the Board's regulations or to grieve under a negotiated grievance procedure;

d. Upon the employee's request, provide the employee with a copy of OPM's retention regulations.

Section 5. Documents Available to Employees
The Employer agrees to make retention registers and other RIF and transfer of function documents available to the affected employee(s) and his/her representative when the specific notices are issued.

Section 6. Career Transition Assistance Program
In an effort to provide assistance to affected employees, the Employer agrees to maintain a Career Transition Assistance Program consistent with OPM regulations. The purpose of this program is to help place present and former career or career-conditional employees who have been displaced or who are scheduled to be displaced from their positions into new employment.

Section 7. Resume Update
The Union and the Employer will jointly encourage each employee to see that his/her personnel file and resume (e.g., OF-612) are up-to-date as soon as the RIF transfer of function is announced. The Employer will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and resume (e.g., OF-612) will be used to match employees with vacancies and other positions. Employees possessing skills in more than one area will be considered for positions in such areas.

Section 8. Employee Folders
The Employer will review the folders of employees being separated to identify the specific grades and series of positions for which the employees qualify and obtain the desires of employees affected in order to develop the best opportunities for continued employment. The Union, with the employee's permission, may review the above folders.

ARTICLE 30
TRANSFER OF FUNCTION

Section 1. General
A transfer of function, as defined in 5 CFR 351.203, is "the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area."

Section 2. Procedures
When a transfer of function becomes necessary, the Department agrees to:

a. Inform the Union and employees as fully and as soon as possible concerning anticipated timing and such other aspects as are known of plans to implement such transfers;
b. Provide information to employees as soon as reasonably possible to help them understand the need for such transfer of function, how they may be affected, and advise them of governing regulations;
c. Make reasonable efforts to place affected employees in vacant positions for which they qualify;
d. Notify affected employees in writing, in accordance with applicable regulations, of the impact of transfer of function on them, and their rights and benefits;
e. Counsel affected employees in seeking other employment opportunities; and
f. Counsel employees on individual rights relating to such matters as retirement and severance pay.

Section 3. Reassignment
Employees occupying positions to be transferred in a transfer of function to another competitive area shall have the opportunity to be considered for reassignment to a vacant position for which he/she is well qualified, should such vacant position be available.

ARTICLE 31
FURLOUGH

Section 1. General Rules

a. A furlough as defined in 5 U.S.C. 7511(a) (5), is "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."
b. This Article applies to furloughs of employees covered under 5 CFR 752.401 up to 30 calendar days, either consecutively or intermittently in any given fiscal year (5 CFR 752). Furloughs in excess of 30 calendar days will be conducted in accordance with reduction-in-force provisions (5 CFR 351), however, in "shutdown furloughs" (lack of appropriated funds), the Department will treat furloughs lasting longer than 30 calendar days as consecutive "shutdown furloughs" and issue additional notice.
c. Employees' rights and entitlements will be protected during periods of furlough to the extent permitted by statute and regulation and as stated in Section 3.
d. A reasonable effort will be made to accommodate expressed personal preferences of employees (e.g., a desire to have some income every pay period) in scheduling any furloughs to the extent they are consistent with work and budgetary requirements.

Section 2. Procedures

a. Appropriate management officials will make the final decision on using furlough and on the extent and duration of furloughs as a means of responding to a shortage of funds, temporary lack of work, or for other non-disciplinary reasons.
b. Employees to be furloughed will be given 30 days' written notice stating the specific reasons for the furlough and its duration. The advanced notice of a proposed furlough shall include, but is not limited to:

Reason for the furlough:

1. The specific dates and length of the furlough will be included if known at the time;
2. The reason(s) for selecting a particular employee for furlough if not all employees in his or her competitive level are being furloughed;
3. Notice as to the place where regulations and records pertinent to the action may be inspected;
4. Right of employees to respond within 7 calendar days to the proposed furlough (5 U.S.C. 7513(b) (2);
5. Entitlement to a reasonable amount of official time to prepare response; and
6. Entitlement to representation.

c. However, in accordance with 5 CFR 752.404(d)(2), the advance written notice and opportunity to answer are not necessary for a furlough without pay due to unforeseeable circumstances, such as lapses of appropriations, sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of

activities. In such cases, employees shall be given as much notice as feasible and if possible.

d. Except in the event of unforeseeable circumstances, employees who wish to respond to the notice of proposed furlough have up to 7 calendar days to do so either orally or in writing to the Director General, or designee, with documentary evidence in support of their answer, if necessary.
e. The Department's decision will be submitted in writing as soon as reasonably possible. The notice of decision to furlough shall include but is not limited to:
    1. Decision;
    2. The specific dates and length of the furlough will be included if known at the time;
    3. Invitation to employees to submit for Management's consideration their preferences as to the specific day(s) on which they would prefer to have their furlough scheduled;
    4. Prohibition on unpaid voluntary services;
    5. General information on entitlements; and
    6. Unemployment compensation guidelines.
f. Employees who have received the Department's notice of intent to furlough are entitled to a reasonable amount of official time (normally up to four hours) to prepare their response. Employee representatives also shall be entitled to such a reasonable amount of official time to assist employees in their responses.

Section 3. Rights and Entitlements during Periods of Furlough

a. The Department cannot accept the voluntary services of employees in furlough status unless otherwise authorized by law.
b. Employees on detail or other assignments whose salaries are not paid out of the Department's Salaries and Expenses account are not subject to furlough when the reason for the furlough is a shortage of Department funds.
c. Employees may engage in outside employment during periods of furlough.
d. Employees who perform court duty during periods of furlough may retain the court pay.
e. Enrollment in health plans continues during furlough but employees are liable for payment of their share of the enrollment costs during such periods. Employees' share of enrollment costs will be deducted from any remaining biweekly pay. If such pay is insufficient to pay these costs, employees may pay the costs during and/or after returning from furlough status by personal check or payroll deduction, as appropriate.
f. Life insurance coverage remains in effect without cost to the employees while in furlough status for up to 12 consecutive months.
g. When a full-time employee accumulates 80 hours in non-pay status, including furlough in a leave year, his or her annual and sick leave balances are reduced by the number of hours earned in a pay period.

h. For entitlement to within grade increases, an aggregate of more than two work-weeks in a non- pay furlough status extends the waiting period for steps 2, 3, and 4 of the General Schedule by a like amount; an aggregate of more than four workweeks extends the waiting period for steps 5, *6,* and **7** by a like amount; and an amount in excess of six workweeks extends the waiting period for steps 8, 9, and 10 by a like amount. For prevailing rate employees (WG, WL and WS schedules), an aggregate of more than one workweek in a non-pay furlough status for step 2, more than three weeks for step 3, and more than four weeks for steps 4 and 5 extends the waiting period by like amounts. Time in excess of these amounts shall extend a waiting period by the excess amount.
i. Time spent in furlough status will count as creditable service for time-in-grade (and time-after-competitive appointment) requirements.
j. Specific information on these and other entitlements may be obtained from the Executive Director servicing each bureau, element or office. Employees may also seek the advice of the Union.

ARTICLE 32
AWARDS

Section l. Policy

a. The Department of State Awards Program recognizes and rewards employees, individually or as a member of a group, for performance: for innovations, inventions or other personal efforts that contribute to the efficiency, economy, or other improvements of Government operations or achieve significant reduction in paperwork; and for performing special acts or services related to their official employment.
b. Employees may receive an honor, recognition, and/or cash award. Employees may also receive a cash award to accompany an honor award.

Section 2. Eligibility

a. All bargaining unit employees are eligible to participate in the awards program.
b. Awards may be granted to former bargaining unit employees or estates of former bargaining unit employees if the recipient made a contribution while an employee of the Department of State (DOS).
c. The Union will be notified prior to any changes to the FAM or the Awards Program.

Section 3. Responsibility

The DOS Awards Program is administered under policies established by the Secretary of State, or designee. Each Assistant Secretary of State and the heads of identified offices are responsible for administering the Area Awards Program. Various award categories (as described in 1.a. and 1.b. above) established by the program are described in 3 FAM 4800 and 3 FAH-1 H-4810. The Department Awards Officer in the Bureau of Human Resources is responsible for coordinating and managing the Awards Program in accordance with 3 FAH-1 H-4810.

a. DOS Award Program. This is a DOS wide program planned, programmed, and publicized by the Director General of the Foreign Service and Director of Human Resources. The Director General chairs the Department Awards Committee. Additional members are appointed by the Under Secretary of Management and include at least one at the Assistant Secretary level, one Deputy Assistant Secretary, and one Executive Director.
    1. The Department Awards Committee periodically reviews and evaluates the effectiveness of the Awards Program and any proposals for new Department-wide awards; approves or disapproves nominations for the Secretary's Distinguished Honor Award, Award for Heroism, and Thomas Jefferson Star for Foreign Service; approves or disapproves suggested cash awards from $3,000 to $10,000 and recommends to OPM award nominations over $10,000; requests further justification for an award or recommends a more appropriate form of recognition

for any nomination reviewed and disapproved by the Committee; and, approves or disapproves nominations for non-Governmental awards.

2. The Department Awards Officer plans, organizes, evaluates, and publicizes the Department-wide program and serves as the Executive Secretary of the Department Awards Committee. The Awards Officer also submits to the Department Awards Committee for final action nominations for honor awards, as appropriate, authorizes payment of certain cash awards; and maintains liaison with OPM and other Government agencies in administering the Government-wide Awards Program.

b. Area Awards Program. Each Assistant Secretary of State and the heads of identified offices are responsible for administering an Area Awards Program. The area head will designate an Awards Officer who will appoint members to serve on the Area Awards Committee.
   1. The Area Awards Committee approves or disapproves nominations for Superior and Meritorious Honor Awards, recognition awards, and cash awards for individuals and groups in the organization/area.
c. Serves in an advisory capacity to the Bureau's Assistant Secretary and refers honor award nominations, as appropriate, to the Executive Secretary, Department Awards Committee.
d. Approves or disapproves cash awards up to $3,000 and delegates in writing the authority for supervisors to approve awards not to exceed $500 Note: The Office of Overseas Building Operations (OBO) has authority to approve cash awards up to $5,000 for bureau-specific awards, not Superior Honor, Meritorious Honor, or other awards outlined in 3 FAM 4800.
e. Establishes administrative controls for the Awards Program within the bureaus and maintains records of all actions.

Section 4. Nominations

Depending on the award, nominations may be received from individual employees, groups of employees, supervisors, and senior management up to and including the Secretary of State.

Section 5. New Awards

The development of new awards for civil service bargaining unit members may be proposed at any time by bargaining unit members or the Union.

Section 6. Cash Awards

A cash award may be granted to an individual employee or a group of employees for sustained superior performance or a special act.

Section 7. Information
Information regarding the Department's Awards Program will be provided to the Union upon request.

Section 8. Payment of Awards
Cash awards are considered income and subject to withholding and other payroll taxes.

Section 9. Time-Off-From-Duty Award
The Time-Off-From-Duty Award recognizes special acts or other efforts that contribute to the quality, efficiency, or economy of U.S. Government operations. Time off from duty is granted without loss of pay or charge to leave.

a. Full-time employees may be granted time off from duty up to a maximum of 80 hours during a leave year. They may be granted up to 40 hours of time off from duty for a single contribution.
b. Part time employees may be granted up to the average number of hours of work in their biweekly scheduled tour of duty during a leave year. (Example: an employee with a biweekly scheduled tour of duty of 64 hours may be granted up to that amount of time off from duty during a leave year.) They may be granted up to one half the amount of maximum number of hours of time off from duty that can be granted during a leave year for a single contribution.
c. This award must be used within one year from award approval date or the hours will be forfeited without restoration rights. The time can be used throughout the one-year period. If the employee becomes physically incapacitated while using time-off hours, sick leave may be granted for the period of incapacitation, at the request of the employee.
d. If detailed outside the Department or to another office within the Department, the employee may use time- off hours at the discretion of the supervisor from the organization/office to which the employee is detailed. An SF-71, Application for Leave, will be provided to the supervisor for approval to use time-off hours. Time off hours are recorded by timekeepers using the code "XA" and stating "Time-off hours used" in the remarks section.
e. Time-off hours cannot be converted to cash payments nor transferred from one Federal agency to another, nor can they be transferred to approved leave recipients under the Department's Voluntary Leave Transfer Program.
f. Nominations for Time-Off-From-Duty Awards are submitted on JF-66 Nomination for Award by the supervisor to the Area Awards Committee. Authority to grant time-off awards may be delegated to the immediate supervisor for periods not to exceed the number of hours in the employee's workday.

ARTICLE 33
TELEWORK

Section 1. Purpose

a. Telework in the Federal Government started as a pilot program in 1990. The President's Council on Management Improvement (PCMI), in cooperation with the Office of Personnel Management (OPM) and the General Services Administration (GSA), established the Federal Flexible Workplace Pilot Project (Flexiplace).
b. The nationwide program was established to improve the Federal Government's ability to recruit and retain capable employees by increasing their flexibility to balance work and family priorities, decrease commuting time, traffic congestion, and energy consumption. The telework movement is facilitated by innovations in human resources management, changes in the nature of work, advances in new technology, and requirements for contingency planning.

Section 2. Authority

Authorities include:

1. Presidential memoranda to agency heads on July 11, 1994, and June 21, 1996;
2. An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
3. The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
4. Section 359 of Public Law 106-346, October 23, 2000;
5. Division B of Public Law 108-447, December 8, 2004;
6. The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
7. 5 CFR 531.605; and
8. Information on telework law found on the shared OPM and General Services Web site. See the telework legislation listing.

Section 3. Definitions

a. Alternate work site: A designated location, other than the official work site, where employees perform work assignments such as the employee's home or an official telework center.
b. Core telework: The employee teleworks on a regularly scheduled basis, at least 1 day a week, but perhaps more frequently.
c. FOB: A small security hardware device with built-in authentication or subsequent generation technology, that allows an employee secure access to the employees network shares and Open Net Everywhere (ONE).
d. Global OpenNet (GO): The next generation OpenNet Everywhere (ONE) system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.

e. Official work site: The official work site is the regular work site for the employees position of record provided the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular work site. For an employee whose work location varies on a recurring basis, the employee need not work at least twice each biweekly pay period at the regular official work site (where the employees work activities are based) as long as the employee is performing work regularly within the locality pay area for that work site. The official work site for an employee covered by a telework agreement who is not regularly scheduled to report at least twice each biweekly pay period to the official work site is the location of the telework site (e.g., the location of his or her home, telework center, or other alternate work site from which the employee works) except in temporary situations (e.g., extended official travel or recovery from an injury or medical condition).
f. Situational telework: The employee teleworks on an irregular basis, generally recommended 1 day a month or the average of 12 days per year. Other situations may develop that makes it beneficial for the employee and supervisor to agree on a situational telework opportunity. This type of telework also is a component for continuity of operations (COOP).
g. Telecenters: Alternative work sites in facilities to provide space for employees to work nearer to their home instead of at their traditional office. Renting telecenter space will be subject to availability of funds. Telecenters are equipped with printers, copiers, fax machines, telephones, video conferencing, and other office essentials. Telecenters also have technical support staff, if needed. For Washington, DC metropolitan area telecenters, see 3 FAH-1 Exhibit H-2361.1, Telecenters.
h. Telework: The term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
i. Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.
j. Unscheduled telework: Telework on an unscheduled basis in response to snow or other unexpected emergencies and in accordance with OPM notifications and guidance. Unscheduled telework may be performed when an unscheduled telework announcement is issued, irrespective of whether the employee was scheduled to telework.

Section 4. Department Policy

a. The Department supports the broadest use of telework consistent with the needs of the Department by eligible agency employees to include supervisors, managers, and executive leadership. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness.

b. Maintaining a viable telework-ready workforce requires practice and the regularly testing of equipment and procedures throughout the year to ensure that teleworkers will be effective and efficient while performing duties at an alternate work site when required.
c. The Telework Program is managed by the Office of Employee Relations, Work Life Division, in the Bureau of Human Resources (HR/ER/WLD).
d. Each bureau may develop a telework policy to address unique internal concerns and processes. The individual bureau policy must be no more restrictive than the overall Department policy and use the same terms and definitions.
e. HR/PC will provide the Union with any Bureau telework policy upon request. HR/PC will provide the Union with any new Bureau telework policy within seven (7) days of receipt.

Section 5. General Provisions

a. The programmatic requirements of the office must be a major factor in approving telework arrangements.
b. Participation in the Telework Program is voluntary.
c. Telework is not an entitlement, nor does it create any right or benefit, substantive or procedural, enforceable by a party against management.
d. Telework agreements outlining the specific work arrangement agreed to must be established between the employee and supervisor.
e. The telework agreement should be revisited by the manager and teleworker, at a minimum on a yearly basis or if there is a material change in work circumstances (i.e., promotion, new supervisor) to ensure that it is meeting the business needs of the office.
f. Telework arrangements may take many forms, such as one or more scheduled/recurring days of the week, a few times a month or on an irregular basis. Full-time telework can be arranged when appropriate.
g. An employee's full-time or part-time work status does not impact telework eligibility.
h. Methods must be in place to maintain open communication between co-workers and teleworkers.
i. Telework arrangements must be based on the employee's work performance and position duties, not on other personal circumstances.
j. Telework is not an alternative for child, elder, or dependent care. Employees must not use duty time for any purpose other than official duties and must make other arrangements for such care.
k. The alternate work site must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment, such as computers, fax machines, and copy machines, which may be loaned to them.
l. Teleworkers and non-teleworkers must be treated the same for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing

in grade, work requirements, removing employees, and other acts involving managerial discretion.

m. A supervisor may cancel or adjust the telework arrangement by providing written justification to the employee based on eligibility criteria listed in 3 FAM 2362.2 at any time with prior notification of at least 10 workdays. AFGE Local 1534 will be notified at the same time the bargaining unit employee is notified. Justifications for modifications or cancellation may be reviewed upon a change in the conditions that resulted in the original decision to cancel or modify if raised by the Employer, the employee or the Union on behalf of the employee.
n. An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.
o. A supervisor may require the presence of an employee in the office on a day normally scheduled for telework. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the regular duty station when requested. As a general rule, transportation costs from the alternative work site to the official work site on a day usually scheduled for telework will not be reimbursed by the U.S. Government.
p. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)
q. All work-related files, records, or papers produced while teleworking are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.

Section 6. Eligibility

Domestic Telework eligibility is based upon, among other factors, the position that the employee encumbers, as well as the employees performance and conduct. If a position has been designated as telework eligible Management has the discretion to designate an employee as ineligible for telework or revoke or modify a telework arrangement based on the criteria listed in 3 FAM 2362.3 paragraph c.

Section 7. Criteria

Position: Positions are generally eligible for telework unless they:

a. Require, on a daily basis (i.e., every work day), direct handling of classified national security information; or
b. Require, on a daily basis (i.e., every work day), on site activity that cannot be handled remotely or at an alternative work site. A position that requires an employee

to be on site may include, but is not limited to, face-to-face contact jobs, customer interface positions with the general public or positions that require the employee to have hands-on contact with machinery, equipment (i.e., special protective equipment), or vehicles to successfully fulfill the job/position requirements; and

Employee: Employees are generally eligible for telework unless:

a. The employees most recent performance rating of record is below fully successful or the employee otherwise requires close supervision;
b. The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
c. The employee is currently on leave restriction;
d. The employee has 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, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or
e. The employee's absence from the office has placed an undue burden on office operations.

3. Factors Precluding Approval of a Nonemergency Telework Arrangement: Telework will be denied where an employee's official duties require on a daily basis (every work day) the direct handling of classified national security information determined to be inappropriate for telework by the Secretary; or on-site activity that cannot be handled remotely or at an alternate work site, except in emergency situations as determined by the Secretary. Under no circumstances does this provision excuse those designated as emergency employees from reporting to their work site on time unless otherwise directed.

4. Security: Employees are not permitted to telework with classified information at the telework site, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are enforced at the same rigorous level when employees telework as when they are in the office. Employees who telework from home need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see 12 FAM 620 and 5 FAM 840).

5. Training: Employees eligible to telework must successfully complete the interactive telework training for employees before entering into a telework agreement. Managers who are supervising teleworkers must successfully complete the interactive telework training for managers. Employees with a telework arrangement in effect before the

Telework Act was signed on December 9, 2010, are exempt from the training requirement.

Section 8. Responsibilities

a. Employee: Before requesting to be considered for telework, employees must evaluate whether they are well-suited for telework, based on the factors set forth in 3 FAM 2362.2. Employees must maintain an acceptable level of performance and meet organizational requirements regarding communication and accessibility. Employees must remain flexible and responsive to the needs of the office.
b. Supervisor: A supervisor must be committed to supporting the use of telework to the fullest extent practicable, consistent with the needs of the office. Supervisors must use the same metrics to evaluate the productivity of teleworkers as are used in evaluating a traditional office worker. Periodic status reports may be used within offices to assess work products and productivity.
c. Bureau Telework Coordinator: The bureau telework coordinator is the subject-matter expert and the first point of contact for each bureau. The bureau telework coordinator provides guidance and answers questions regarding telework policy, the telework agreement process, and serves as a liaison between the employee, bureau, and the telework managing officer. Bureau telework coordinators maintain and access all telework agreements and bureau reports for their respective bureaus via eTelework.
d. Telework Managing Officer: The telework managing officer (TMO) is devoted to policy development and implementation related to the Departments telework program. The TMO is an advisor to agency leadership, and a resource for bureau telework coordinators, managers, and employees. The TMO also serves as the primary agency point of contact for the Office of Personnel Management (OPM) on telework matters. The TMO is responsible for all reporting requirements of the telework program.

Section 9. Time and Attendance and Certification

a. A supervisor approves the employee's scheduled hours of duty, and certifies the time and attendance of telework employees in the same manner as for non-telework employees.
b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

Section 10. Salary and Benefits
A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade position. Telework arrangements may have the effect of changing an employee's official work site in accordance with the definitions set forth in 3 FAM 2361.4 and consistent with 5 CFR 531.605. Changes to an employee's official work site may, in turn, affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

Section 11. Leave
Annual and sick leave must be requested by an employee who teleworks in the same manner as for employees not engaged in telework activities.

Section 12. Alternate Work Schedules
Employees who telework, maintain hours of duty consistent with their bureau or post policies on flexible or alternate work schedules. Guidance on flexible and compressed work schedules is provided in Article 24 of this Agreement. The practice of telework and alternate work schedules are not necessarily mutually exclusive.

Section 13. Group Dismissal
a. Any requirement that a teleworker continue to work if the agency closes to the public, grants liberal leave, or dismisses employees early on his or her telework day, should be included in the employee's formal telework agreement. If an employee is approved to telework when there is an unscheduled telework announcement that should also be included in the employee's formal telework agreement.
b. When a localized emergency (e.g., fire, flood, etc.) specifically affects only the employee's official work site (when not the employee's telework site) and forces the official work site to close when the employee is scheduled to telework, the employee teleworking at the alternate work site will not be excused unless he or she cannot perform work without regular contact from the official work site and such regular contact is prevented by the localized emergency.
c. When both the regular office and the alternative workplace are affected by a widespread emergency, (e.g. power failure), the Department will grant the telework employee excused absence identical to that given to employees at the official duty station or regular work site.
d. When an emergency affects only the alternative work site for a major portion of the workday, the employee must consult with his or her supervisor to determine whether to report to the official duty station or request annual leave or leave without pay (LWOP).

Section 14. Emergency Response Telework -Continuity of Operations (COOP)

a. Telework is an important component to all agency emergency planning. It is the Departments policy to implement remote work arrangements as broadly as possible to take full advantage of the potential of telework for this purpose and to ensure that:
   1. Equipment, technology, and technical support have been tested;
   2. Employees are comfortable with technology and communications methods; and
   3. Managers are comfortable managing a distributed work group.
b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.
c. Mission critical team (MCT) members should be equipped with FOBs (security hardware devices) to ensure they can function from any location equipped with INTERNET access.
d. During any period that an executive agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

Section 15. Costs and Equipment

a. Telecenter as the Alternate Work Site: Costs associated with renting space, including equipment, utilities, etc., at a U.S.-based telecenter, will be borne by the agency or bureau, provided funds are available.
b. FOBs or Subsequent Generation Technology: FOBs (security hardware devices) are billed to a central account for core teleworkers, whereas bureaus are responsible for funding the FOBs of situational teleworkers.
c. Home as the Alternate Work Site: Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the executive director of the bureau may loan available equipment (computer, software, or fax) within the bureau to employees for use at home.
   1. The bureau may provide remote access to the Departments system via an FOB (security hardware device) or similar device. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will install, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks. Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. The U.S. Government will not be responsible for any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
   2. The employee is responsible for repair and maintenance of any personal equipment used. The bureau or post may agree to provide the employee with all necessary office supplies.
   3. An employee should be easily accessible to his or her supervisor and should frequently check voice mail or e-mail while at the alternate work site.

4. Telephone Calls: Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form SF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges. To the extent possible, teleworkers should make official long-distance calls from the regular work site where less expensive rates apply. This practice will reduce additional costs associated with telework to the Department of State.

Section 16. Workers Compensation

a. U.S. Government employees suffering work-related injuries and/or damages at the alternative work site are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). In cases where FECA or the PCA are not applicable, U.S. Government employees may have a remedy under the Federal Tort Claims Act.
b. A telework agreement and safety checklist must be on file with the employees bureau.
    1. For the safety checklist, see 3 FAH-1 Exhibit H-2361.2(3), Form DS-1963, Home Safety Checklist for Teleworkers.
    2. For domestic telework employees, see 3 FAH-1 Exhibit H-2361.2(1), for the Washington, DC Metropolitan Area Telework Agreement.
    3. For domestic employees teleworking abroad, see 3 FAH-1 Exhibit H-2361.2(2), Domestic Employee Teleworking Overseas (DETO) Core Telework Agreement.
    4. An employee who teleworks is responsible for ensuring that his or her home complies with these health and safety requirements.
c. When injured while working at an alternate site an employee should follow the same procedures as adhered to in the traditional office setting when injured. The injured employee must notify his or her supervisor immediately and complete standard Department of Labor injury forms.