

PREAMBLE

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

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

THEREFORE, this Agreement is made and entered into by and between the Bureau of Engraving and Printing, hereinafter referred to as "the Employer", and the National Treasury Employees Union, hereinafter referred to as "the Union."

ARTICLE 1

PRECEDENCE OF LAWS AND REGULATIONS

SECTION 1.

(a) In the administration of all matters covered by this agreement, all management officials and employees are governed by existing or future laws, and Government-wide and Treasury Department rules or regulations in effect upon the effective date of the Agreement.

(b) In any conflict between the terms of this Agreement and any provisions of the Bureau of Engraving and Printing Manual, regardless of date of issuance, the terms of the Agreement will govern.

SECTION 2. Should any part of this Agreement or any provision(s) contained herein be rendered or declared invalid by reason of any of the contingencies referred to in Section 1 of this Article, such invalidation of such provision(s) of this Agreement shall not invalidate those unaffected parts or provision(s) contained in this Agreement and they shall remain in full force and effect. Invalidation of any portion of this Agreement will permit either party to reopen negotiations over the invalidated topic.

ARTICLE 2
COVERAGE

SECTION 1.

(a) The Unit to which this Agreement is applicable is composed of all General Schedule non-supervisory employees of the Bureau of Engraving and Printing, as certified by the Area Director of the Labor Management Services Division on May 25, 1977.

(b) The following employees are excluded from the Unit covered by this Agreement in conformance with 5 U.S.C., Sections 7103 and 7112:

1. All professional employees
2. All management officials and supervisors
3. All confidential employees
4. All employees engaged in federal personnel work in other than a purely clerical capacity
5. All police and other employees engaged in security work
6. All employees primarily engaged in investigation or audit functions whose duties directly impact the internal security of the Bureau.

ARTICLE 3

EMPLOYEE RIGHTS

SECTION 1. The Employer and the Union will recognize and respect the dignity of employees in the formulation and implementation of personnel policies and practices and conditions of employment.

SECTION 2. Each employee shall have 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 right. Except as otherwise provided in the CSRA (Title 5, U.S.C., Chapter 71) and in this Agreement such rights include the right to act for a labor organization in the capacity of representative and the right, in that capacity to present views of the labor organization to heads of agencies and other Government officials, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

SECTION 3.

- A. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
- B. Nothing in this Agreement will require the Union to represent non-dues paying employees in any proceeding where the Union is not the exclusive representative or any statutory appeal including appeals including appeals to the Office of Workers Compensation Programs, Merit Systems Protection Board, Equal Employment Opportunity Commission and the General Accounting Office.

SECTION 4.

- A. In the event of a difference in opinion regarding work assignments or procedures between an employee and the supervisor, the employee shall comply with the decisions or instructions of the supervisor and remain accountable for his/her own performance. The supervisor shall assume full responsibility for his/her own decisions or instructions.
- B. When an employee is ordered by a supervisor to perform an action which the employee reasonably believes would require him/her to violate a law, the employee may provide the supervisor a written statement of objection to the order setting forth the reasons for the objection and/or orally inform the supervisor of the concern. None of these actions must interfere with the employee's performance of any lawful order. Failure to carry out a lawful order may result in disciplinary action. The supervisor shall assume full responsibility for the decision to have the action performed, but not for the employee's improper execution of the order.
- C. An employee may refuse work in an imminent danger situation subject to the provisions of Article 24, Section 5 of this Agreement.

SECTION 5. The Employer shall be concerned with employees' off-duty conduct only to the extent that such conduct bears a relationship -- or nexus -- to the employee's performance of his/her official duties, or otherwise impairs the efficiency of the service. The Employer shall not impose any additional restrictions or reporting requirements pertaining to employees' off-duty conduct without providing the union with a reasonable notice and opportunity to negotiate under the law.

SECTION 6.

A. Employees have the right to be represented by the Union at any examination, which is conducted or monitored by the Employer in connection with an investigation of a bargaining unit member for possible disciplinary action. Prior to beginning the interview with employees who are the subject of investigation, they will be advised in writing via the forms in the Appendix of the general nature of the interview and their right to union representation. Once the employee requests union representation he/she will be given a reasonable amount of time to secure such representation before the examination proceeds.

B. When an employee is interviewed by an investigative official of the BEP, the employee will be informed whether the investigation is administrative or criminal in nature, whether he/she is the focus of the investigation, and the nature of matter to be discussed.

The Employer may not compel answers to questions involving possible criminal activities unless the employee has been given the Kalkines warning.

C. Employees may not be required to answer questions where the matter being investigated by the Employer are not matters of official interest.

SECTION 7. When the Employer exercises its legal right to search an employee's possessions at the worksite in a non-criminal matter, the employee will be allowed to be present during the search unless waiting for the employees presence would impede the purpose for which the search is conducted. The employee shall be advised of his/her right to be represented by the Union during the search, provided that the supplying of such representation by the Union shall not unduly delay the search or impede the purpose for which the search is conducted.

SECTION 8.

A. Participation in the Combined Federal Campaign, blood donor drives, United States Bond drives and other worthy programs will be an entirely voluntary basis. This does not preclude general publicity concerning the programs by the employer. Further, oral encouragement will only be permissible when given to groups of five (5) or more employees. However, in some instances due to absence of employees, new employee

orientation, or small number of employees at an organizational levels it may be necessary for the Employer to discuss these programs below the aforementioned levels.

B. Supervisors in an employee's immediate chain of command will not solicit CFC or Bond Drive participation from bargaining unit employees.

ARTICLE 4

UNION RIGHTS

SECTION 1. The Union will have the right and obligation to represent all employees in the Unit and to present its views to the Employer on matters of concern either orally or in writing. The Union, after reasonable notification, will be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies, and practices, or other matters which affect the general working conditions of employees in the Unit.

SECTION 2. In any formal meeting held pursuant to this section, the Union representative will be identified. The representative may ask relevant questions and may make a statement at the end of the meeting of the union's position respecting the substance of the meeting. The representative will refrain from undue or frequent interruptions of the presentation and not seek to take charge of or disrupt the meeting. After the Employer's presentation, the union representative will have the opportunity to speak with the bargaining unit employees in attendance concerning the matters covered by the Employer in the meeting. This discussion will be of a reasonable length and related to the complexity of the subject matter of the meeting.

ARTICLE 5

EMPLOYER'S RIGHTS

SECTION 1. In accordance with the Civil Service Reform Act of 1978 (5 U.S.C., Section 7106) the Employer retains the authority:

- (a) to determine the mission, budget, organization, number of employees and internal security practices of the Bureau, and
- (b) in accordance with applicable laws:

1. To hire, assign, direct, layoff and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay, or to take disciplinary action against such employees;
2. To assign work, to make determinations with respect to contracting out and determine the personnel by which the Bureau's operations shall be conducted;
3. With respect to filling positions, to make selections for appointments from-
 - (a) among properly ranked and certified candidates for promotions; or
 - (b) any other appropriate source; and
4. To take whatever actions may be necessary to carry out the mission of the Bureau during emergencies.

SECTION 2. In accordance with 5 U.S.C., 7106(b)(CSRA) the Employer may, at its election, negotiate on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods and means of performing work.

SECTION 3. Nothing in this Article shall preclude the Employer and the Union from negotiating-

- (a) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (b) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6

UNION REPRESENTATION/OFFICIAL TIME

SECTION 1. The Employer agrees to recognize the Chapter Presidents the Chief Shop Steward, and six (6) Shop Stewards duly authorized by the Union. Whenever a specific union representative's title is noted in this Article, the union retains the right to redesignate another authorized representative to perform these functions.

SECTION 2.

A. The union shall supply the Employer in writing, and shall maintain on a current basis, a complete list of all office authorized representatives their work location, and office telephone number. The Union will provide written notice of any changes in representation at least 48 hours prior to the effective date of the change. If this would result in denying employees representation, the notice shall be made telephonically at any time prior to the representational activity. Nothing in this section would preclude an NTEU national representative from representing the union or an employee.

B. The Employer and the Union agree that the expenditure of reasonable amounts of time in the conduct of labor-management relations is in the interests of the Employer, the Union, and Employees.

SECTION 3.

A. A Union Steward, Chief Steward, or Chapter President, as appropriate, may utilize a reasonable amount of time to confer with an affected employee with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this Agreement.

B. In addition, a Union Steward, Chief Steward, or President and an affected employee, as appropriate, will receive a reasonable amount of time to prepare and present grievances and statutory appeals, to prepare replies to notices of proposed adverse action or disciplinary actions, to interview witnesses, to review documents, and to conduct informal discussions with the employer.

C. A Union Steward, Chief Steward or Chapter President and an affected employee, as appropriate, will receive administrative time to attend formal discussions with the Employer concerning personnel policies practices, and matters affecting the general working conditions of employees in the Unit, including administrative time to attend employee interviews held pursuant to 5 USC 7114(a) (2) (B), or to carry out the goals and objectives of 5 USC, Chapter 71.

D. A Union Steward, Chief Steward, or the Chapter President may receive and investigate, but shall not solicit, complaints or grievances of employees on Government time or property. Activities concerned with the internal management of the Union, such

as solicitation of membership, campaign for offices, and the distribution of literature or authorization cards, will not be conducted during working hours.

E.

The Employer agrees to provide up to six (6) hours of official time for up to two (2) union representatives to engage in lobbying activities (e.g. visiting, phoning and writing to elected representatives) on matters concerning Union employees. Reasonable requests for additional time shall be granted as appropriate (e.g. rescheduled appointments with Congressional representatives, lengthy conference agenda, etc.) The Union representative will provide the Employer with a tentative schedule of appointments.

SECTION 4.

A.

When a Union representative wishes to use official time, the Union Representative shall notify their immediate supervisor (or designee) prior to initiating such activity and leaving his/her duty station. The Union representative and/or employee will be permitted to use official time unless the employee's/Union representatives' time will create a severe workload disruption. If the Union representative and/or employee cannot be released, the supervisor or designee shall specify the reasons for the denial and the earliest time available when the employee and/or Union representative can be released to carry out their representational duties.

B.

The Union representative will also inform his/her supervisor or designee of the approximate time they will be away from the work area and where they may be located. Absent unusual circumstances, union representatives shall not be restrained from exercising their right to leave the work area and/or use official time to which they are entitled for appropriate representational functions. Union representatives will guard against abusive use of time in handling matters necessitating their absence from work assignments.

C.

Union representatives who enter work areas pursuant to this section will check in with the supervisor or designee in those work areas.

D.

Union representatives will report their arrival time back in the work place and will inform the supervisors of the amount of official time they have used by filling out the prescribed form and submitting it to their supervisor. Union representatives will also fill out the form to record the amount of time spent on phone calls of a substantive length.

SECTION 5. The Employer agrees that officers of the Union, National officers of N.T.E.U., and other duly designated representatives of the Union who are not duty status employees of the Bureau, will be admitted to the Bureau upon timely and reasonable request for the purpose of meeting with the Employer and/or employees at a mutually agreed upon time during working hours. Such visits shall be governed by the Bureau Security and other pertinent regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay at the Bureaus if its internal security practices so require. In cases where the Employer elects to escort non-employee Union representatives, the Employer agrees to allow confidential discussions free from Employer intrusion. The parties recognize that in some circumstances the discussion may be required to be held off-site or be delayed for a reasonable period of time, depending on the circumstances.

SECTION 6. The Union shall be entitled to two representatives on official time at formal discussions called by the Employer.

SECTION 7. The Employer agrees to grant a reasonable amount of administrative leave to representatives of the Union incident to training related matters within the scope of Chapter 71, Title 5 of the U.S. Code and/or this Agreement. The Union shall submit the names, date(s) and place of such training, and a brief outline of the course content. Such request shall be forwarded to the Labor Relations officer. Administrative leave/official time shall be granted in accordance with law, rule, or regulation.

ARTICLE 7

SENIORITY

SECTION 1. Seniority shall be computed on the basis of an employee's length of total Bureau service. Ties in seniority shall be broken first by Government Service Computation Date, then alphabetically.

ARTICLE 8

HOURS OF WORK

SECTION 1. Except when the Employer determines that the BEP would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer shall provide that:

- (a) the basic 40-hour work week is scheduled on 5 eight-hour days, Monday through Friday when possible; and
- (b) the working hours in each workday in the basic work week will be the same. (Employees may not be involuntarily assigned to more than one shift within a single basic work week).

SECTION 2. Changes in the basic work week and hours of employees and the establishment of new shifts or tours of duty require notice to the union and an opportunity to submit bargaining proposals. The Employer agrees to provide the union with such notice and opportunity to submit proposals as far in advance as possible and will implement changes only as consistent with applicable law and regulation.

SECTION 3. Employees whose assigned duties necessitate contact with toxic or caustic substances, or weekly duties lead to direct contact with abnormal levels of dirt will be allowed reasonable time for personal cleanup before lunch, as the nature of the work requires.

SECTION 4. Employees who work other than the day shift will be allowed to report on the day shift on the day preceding a holiday, if their regular shift is cancelled, and work is available within the parameters of their assigned duties and responsibilities.

SECTION 5. Within established shift schedules, the Employer will make reasonable effort to accommodate employees taking educational courses at their own expense, provided a vacancy exists on another shift and another qualified employee is available on the original shift to perform the employee's duties. The Employer will make every reasonable effort to return the employee to his/her original shift upon completion of the course.

SECTION 6. Pursuant to the terms of the Federal Employees Flexible and Compressed Work Schedules Act of 1982, P.L. 97-221, the National Treasury Employees Union (Union) and the Bureau of Engraving and Printing (BEP or Employer) hereby agree to the establishment and implementation of an alternative work schedule program. The availability of alternative work schedules will be consistent with the provisions of P.L. 97-221 and all other applicable laws, rules and regulations.

SECTION 7.

- A. Alternative Work Schedule Program – Employees may choose to participate in one of the following alternative work schedules:

1. Fixed Tour with Credit Hours

This is a schedule in which, within a biweekly pay period of ten (10) workdays, the regular tour of duty consists of ten (10) eight-hour days, with a fixed starting and ending time coinciding with the normal hours of operations, within flexible time bands.

2. Flextime/Flexible Bands with Credit Hours

This is a schedule with specific periods of the workday during which employees have the ability to vary their arrival and departure times. For flextime work schedules (day shift), the bands are from 6 a.m. to 9:30 a.m. and 2 p.m. to 6:00 p.m., Monday through Friday.

3. Credit Hours

- a. Credit hours are defined as those hours in excess of eight (8) in one (1) day of forty (40) in one (1) week in which an employee, on a fixed hour schedule, may work in order to vary the length of a succeeding workday or workweek. Credit hours may not be worked by those employees on a 5/4/9 or 4/10 plan.
- b. Employees on fixed hour schedule or Flextime/Flexible Bands may earn up to twenty-four (24) credit hours per pay period.
- c. Credit hours must be approved in advance. Employees must request and obtain management approval to work credit hours, normally no later than the preceding workday via the “Request to Earn Credit Hours” Form. (See Appendix ___)
- d. An employee must have assigned work available to fill an expanded schedule. For the purpose of earning credits, “assigned work” is that which is necessary for the accomplishment of a particular job task in keeping with Bureau priorities. An employee may not neglect or delay accomplishment of normal daily work in order to earn credit hours.
- e. Credit hours may be earned in increments of fifteen (15) minutes. No employee may begin work prior to established flexible bands.

- f. The use of earned credit hours may be requested at any time. However, the approval/denial of the use of earned credit hours will be on the same basis as the approval/denial of annual leave.
- g. A maximum of twenty-four (24) credit hours may be accumulated and carried forward from one pay period to the next.
- h. Employees may work and earn a maximum of two (2) credit hours on any given workday, and up to eight (8) credit hours on a non-workday not to exceed twenty-four (24) credit hours during any biweekly pay period. Credit hours may be earned and used in minimum increments of fifteen (15) minutes.

4. Compressed Work Schedule

Compressed work schedules, which may take a variety of forms, require full-time employees to work 80 hours in less than ten (10) days in a pay period. Also, the times of arrival at and departure from the office are regular and fixed under a compressed schedule.

a. 5/4-9 Plan

A schedule, within a biweekly pay period of ten (10) workdays, including eight nine-hour days, one eight-hour day and one (1) non-workday, all with pre-established fixed hours.

Scheduled Day Off: Employees may submit a preference for their scheduled day off on the 5/4/9 schedule. Supervisors will consider each employee's preference. An employee who elects the 5/4/9 option may occasionally elect to take another day off within the same pay period as the employee's regularly scheduled day off with advance supervisory approval. An employee who requests another day off must make such request to his/her supervisor no later than 12:00 noon of the day prior to the day to be taken off. The change will be approved unless precluded by the work requirements of the Employer and provided that the change does not adversely affect the work schedule of another employee.

b. 4/10 Plan

This is a schedule whereby an employee works four (4), 10 hour days, each workweek, with pre-established days and fixed hours, e.g. (6:00 a.m. – 4:00 p.m., 7:00 a.m. – 5:00 p.m., etc.

Scheduled Day Off: Employees may submit a preference for their scheduled days off on the 4/10 schedule. Supervisors will consider each employees preference. An employee who elects the 4/10 option may occasionally elect to take another day off within the same pay period as

the employee's regularly scheduled day off with advance supervisory approval. An employee who requests another day off must make such request to his/her supervisor no later than 12:00 noon of the day prior to the day to be taken off. The change will be approved unless precluded by the work requirements of the Employer and provided that the change does not adversely affect the work schedule of another employee.

- c. **Tour of Duty:** All hours of and days that make up the alternate work schedule.

B. Procedures

1. Workload Requirements

- a. Employees' AWS schedules may temporarily be withdrawn or modified by the Employer for a specified period of time based on unanticipated workload. In such instances, supervisors will attempt to give employees advance notice unless work needs preclude doing so.
- b. New employees may submit written work schedule requests for work schedules to their Office Chiefs within thirty (30) calendar days of the effective date of the desired schedule. The employee may only participate in one Alternative Work Schedule. Employees who are presently participating in an AWS may continue to do so unless the employee elects to change his/her present schedule in accordance with the provisions of this agreement.
- c. The written request shall contain:
 - (1) desired work schedule
 - (2) desired beginning and ending times (fixed schedule until next selection period)
 - (3) desired scheduled day(s) off
- d. The Employer will, to the extent possible, accommodate the request subject to workload considerations.
- e. The employer will approve or disapprove written requests within (30) calendar days of a request by an employee to change his/her fixed hours to an AWS. The supervisor will take into account the need to ensure office coverage in approving requests. Approved requests will be implemented the first full bi-weekly pay period after approval.

C. Changes in Work Schedules and Tours

- 1. An employee may request to change an AWS or tour of duty between March 1 and March 31 or September 1 and September 30, of each year,

during all other times, the employee will work a fixed schedule. However, as previously noted, the Employer may change an AWS or tour of duty to accommodate unanticipated workload problems and for mission accomplishment.

2. During these same periods, i.e., March 1-March 31 and September 1-September 30 an employee may change from an AWS to fixed hours. The change to fixed hours will be effective at the beginning of the first full biweekly pay period after the employee provides written notification to the Employer.
 3. An employee in travel or training status for all or a portion of a pay period may be required to revert to a fixed hour tour of duty for that pay period. An employee on detail will adhere to the tour of duty of the organizational segment to which he/she is temporarily assigned.
 4. Employees may request a change in their work schedule at any time due to hardship. The request must be in writing to their Office Chief and must describe the nature of the hardship in sufficient detail to allow management to act on the request. Such requests will normally be approved unless doing so would have an adverse impact on Bureau operations. The change will be effective the next pay period upon approval by the Office Chief.
 5. Employees will take customer hours into account when planning their tours of duty.
- D. Conflicts resulting from requests made by employees under this agreement will be resolved by a seniority system which gives preference to the employee who has the longest period of employment with the BEP. Ties shall be governed by a coin toss.
- E. Should the Employer at any time determine that an AWS has had an adverse impact, as defined in 5 U.S.C. Section 6131 (a) through (c), i.e. a reduction in productivity, a threat to security or internal control procedures, a diminished level of service, or has resulted in an increase in operating costs, the Employer will notify the Union of its decision to modify or terminate such existing AWS. Such notice will include an explanation of the basis for the Employer's concerns. The Union reserves the right to bargain over the proposed change as provided under the Federal Employees Flexible and Compressed Work Schedules Act. Nothing in this section shall be deemed to compromise the Union's statutory rights.
- F. Revocation Procedures:
1. Employees who do not comply with AWS rules and provisions are subject to removal from participation in the AWS in the following manner:

- a. Prior to removing an employee from participation in AWS for non-compliance, the appropriate supervisor will counsel the employee for the need to improve and/or comply with all provisions. If the employee continues his/her non-compliance or fails to improve, the supervisor shall give the employee written notice that failure to show immediate and sustained improvement shall result in the employee's AWS privileges being revoked.
 - b. After such written notification, if the employee's non-compliance with AWS rules and provisions continues or does not improve, the Employer may remove the employee's AWS privileges for six (6) months. After the six (6) month period, the employee may return to the AWS, unless he/she has continued to present time and leave problems.
2. Revocation of AWS privileges, counseling or written notice to that effect does not preclude the employer from initiating an appropriate disciplinary or performance action at any time.
3. It is understood that removal from an AWS may be grieved in accordance with this Agreement. However, counseling or written warnings for non-compliance and possible removal from AWS cannot be grieved.

G. Core Time or Core Hours

Core time refers to the hours during the workday in which all employees must be present for work or on approved absence. The core time will be from 9:30 a.m. to 2:00 p.m.

H. Leave

Alternate work schedules do not change the employee's right to annual or sick leave. Further, the supervisor retains the authority to approve, in advance, requests to use leave.

An employee absent on a scheduled workday will be charged annual, sick, LWOP, or other appropriate leave, equal to the number of hours scheduled for that day, i.e., 10 hours for a regularly scheduled 10-hour day, 9 hours for a regularly scheduled 9-hour day, and 8 hours for a regularly scheduled 8-hour day.

I. Holiday

A full-time employee is entitled to pay for a Government holiday in accordance with his or her regular work schedule for that day (i.e., nine hours of pay for a regularly scheduled eight hour day).

J. "In Lieu of Days"

When a Government holiday falls on an employee's day off, the preceding workday is his or her day off "in lieu of" the holiday. The exception to this rule is when a holiday falls on a Monday which is the employee's scheduled day off, in which case the succeeding Tuesday is his or her day off.

K. Overtime

Overtime hours when used with respect to compressed schedule programs means any hours in excess of those specified hours which constitute the compressed schedule. An employee may not be directed to work overtime and be compensated with credit hours. However, since credit hours do not constitute overtime hours, employees requesting credit hours are not entitled to convert these hours to overtime or compensatory time.

L. General Provisions for All Employees in Offices Utilizing Alternative Work Schedules

1. Core Time – All employees must be present for duty on all regularly scheduled workdays during the hours assigned.
2. Lunch periods will not be changed under AWS.
3. A sign-in/sign-out register will be maintained in each Shop/Division/Office for all employees to record arrivals, departures, and hours worked each day.
4. Employees may not sign in before their scheduled tour of duty begins and must sign out at the end of their prescribed workday, unless leave is taken or overtime is approved in advance.

ARTICLE 9

OVERTIME

SECTION 1. Overtime assignments shall be distributed as fairly and as equally as is reasonably possible to all employees in their particular job category. When it is necessary to maintain rosters of overtime worked to assure such equal distribution, such rosters will include all overtime wherever worked and will be available for review by the Union upon request. Employees working on special projects may be assigned any overtime related to the project without regard to their place on the roster.

When an employee's name is reached on any rotation roster for overtime, he will be excused from working such overtime upon his request, provided, the Employer is able to meet the overtime need by the assignment of another available employee from the same rotation roster. If an employee, by his request, is excused from overtime work for which he is scheduled on a rotation roster, he will initial the roster for the date involved, and will be counted as having received the overtime due him on rotation.

SECTION 2. As a general policy all overtime assignments will be made by the close of the previous shift, if possible. When it is necessary to require employees to work overtime without such advance notice, the Employer will first request volunteers in the job category needed. A permanent record will be maintained of the volunteers as assigned to permit equitable distribution of overtime in circumstances wherein the number of qualified volunteers exceeds the number needed for such assignment. If sufficient volunteers cannot be obtained, assignments will be made by the Employer giving due consideration to employees who have made plans or have situations which would cause a hardship for them to work. An employee will be exempt from any non-voluntary overtime assignment if he/she finds a qualified replacement acceptable to the Employer.

SECTION 3. Employees are required to work all overtime assigned unless specifically excused by the Employer. Employees submitting a doctor's certificate stating that they are not fit because of health conditions to work overtime will not be required to work overtime. Such doctor's certificates will be forwarded to the Bureau Medical Officer for his review and appropriate action.

SECTION 4. Employees required to work after their regular working hours for any reason, including security reasons, will be paid at the appropriate overtime rate in 15-minute increments.

SECTION 5. All work performed on Saturdays and Sundays will be paid for at overtime rates except for those employees normally assigned to a basic workweek which includes Saturdays and Sundays within their regular 40 hours tour of duty.

SECTION 6. Any employee who is called back to perform unscheduled overtime work either on a regular workday after he has completed his regular schedule of work and

left the Bureau, or on a day outside his basic workweek, will be paid a minimum of two hours pay at the overtime rate even if his services cannot be utilized after he reports to work. No employee reporting on call-back will be required to remain for the two hours unless his services can be utilized.

SECTION 7. Employees detailed to a work section will be eligible to work any regular scheduled overtime in that section during the time of their detail. Employees may also request overtime scheduled in the section from which they were detailed. Employees will be permitted to work such overtime if fully qualified in the job category, and if their services can be reasonably utilized without undue lost time due to travel between work areas, making work available to them or other administrative or operational difficulty associated with their assignment to such overtime work.

SECTION 8. Employees whose medical records indicate their assignment to overtime work may be injurious to their health will be referred to the Medical Officer. Upon his recommendation, such employees will or will not be assigned overtime work. An employee may request reconsideration of this determination by submitting a current medical opinion or other substantive evidence to establish that overtime work will not be injurious to him.

SECTION 9. When overtime outside the basic workweek is scheduled and the employees are so advised, the Employer reserves the right to refuse the assignment of such overtime to any employee who meets the following conditions:

1. Has taken unscheduled annual and/or sick leave of at least four hours duration during the basic workweek preceding the overtime day outside of the basic workweek unless such leave was due to illness or genuine emergency justified by administratively acceptable evidence; and
2. The employee has taken three (3) or more unscheduled annual and/or sick leave days during basic work weeks preceding scheduled overtime on days outside the basic workweek that were not justified by administratively acceptable evidence within the twelve months preceding the overtime.

This procedure will be applied uniformly in all components to all employees.

SECTION 10. The Employer will make every reasonable effort to grant employee requests for one day off outside the basic workweek every third week, upon request, for employees who work at least 56 hours per week for periods of two weeks or more.

SECTION 11. Employees on other than the day shift assigned to work overtime will be paid the appropriate overtime and night shift differential rates.

SECTION 12. Cleanup privileges on overtime will be the same as those which apply to the basic workweek.

ARTICLE 10

ANNUAL LEAVE

SECTION 1. Employees shall be given the opportunity to schedule all annual leave accrued during the year. Approval of an employee's request for annual leave (other than for periods cited in Section 2), will be granted when he/she has given the supervisor reasonable notice to permit arrangements to be made for the staffing necessary to meet the work requirements of the operation. When approval must be limited due to work requirements, such approval will be granted on the basis of the earliest requests received. Approval of requests for emergency leave will be made on a case-by-case basis.

SECTION 2. During February and March of each year, the Employer agrees to establish a vacation schedule for those employees desiring annual leave for periods of one or more full calendar weeks. Leave requests for these periods will be submitted by March 31. In cases wherein the number of employees desiring annual leave is in excess of the number of employees that can be spared because of predicted work loads, preference will be given to the employees who have requested leave first. Ties will be broken by seniority. In the event an employee's request made prior to March 31 must be denied, he will be given first opportunity to a choice of those periods available. Once an employee has made a selection, the selection cannot be changed if it disturbs another employee's approved selection.

SECTION 3. Every reasonable effort will be made to adhere to leave schedules in accordance with Section 1 and 2. If, however, the Employer cannot avoid canceling previously approved leave because of the program needs of the Bureau, the Employer will make every reasonable effort to find a replacement. On request, the reasons for such cancellation will be provided to the employee(s) in detail and in writing at the earliest possible time.

SECTION 4. The Employer agrees to approve advance requests for annual leave on an Employee's birthday on a liberal leave basis.

SECTION 5. Annual leave shall be approved in increments of fifteen (15) minutes.

SECTION 6.

A. An employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek may be granted time off for such religious observances.

B. To the extent that modifications in work schedules do not interfere with the unit's workload requirements, the Employer shall grant compensatory time off to an employee requesting such time off, and shall in each instance afford the employee the opportunity to work compensatory time off.

C. An employee may work such compensatory time off. A grant of advanced compensatory time off shall be repaid by the appropriate amount of compensatory overtime work within twelve (12) pay periods. Compensatory overtime work shall be credited and repaid on an hour for hour basis.

D. The premium pay provisions for overtime work do not apply to compensatory overtime work performed under this Section.

E. If no productive overtime is available to be worked by the employee at such time as he may initially request such work, alternative times will be arranged by the Employer for the performance of the compensatory overtime work.

SECTION 7. The Employer will provide forms for requesting annual leave to be used by the employees, if so requested. However, to protect the right of an employee for potential leave restoration, requests for leave during the last three months of the leave year shall be submitted in writing on forms provided by the Employer. Disapproval of annual leave will be provided in writing if the request is made in or as set forth in Section 3 above.

SECTION 8. Each request for annual leave by an employee will receive prompt consideration by the supervisor. The employee will be notified at the earliest possible time if his request has been disapproved. The employee will also be advised of the reason for the disapproval.

SECTION 9. If for any reason the Employer schedules a shut-down of activities for any purpose, every reasonable effort will be made to provide for employees not having annual leave to their credit. Inasmuch as the Employer already advances annual leave for the current year to all permanent status employees at the beginning of each year, it is not possible to advance further leave to such employees. If an employee has been placed in a pro rata leave status because of an unsatisfactory leave record, or because of use of advance sick leave, such employees will be advanced annual leave to cover a shutdown situation as described, not to exceed that amount of annual leave they will have accrued during the current leave year.

SECTION 10. Each employee's leave balance will appear on the regular payroll statements. An employee who is in a "use or lose" status must request annual leave on an SF-71 as soon as possible, but no later than November 1 of each year. Annual leave will only be restored when the business necessities of the Employer require cancellation of scheduled leave. Annual leave may be granted, provided that the granting of such leave will not interfere with another employee's previously-approved request for leave, subject to the operational needs of the Employer.

SECTION 11. An employee will be granted a reasonable amount of annual leave or LWOP, subject to personal needs of the employee and operational needs of the Employer in case of death in the immediate family.

ARTICLE 11

SICK LEAVE

SECTION 1.

A. Employees shall earn and use sick leave in accordance with applicable statutes, regulations and this Agreement. The proper use of sick leave is an employee entitlement. The employer shall grant sick leave when an employee is incapacitated for the performance of duty by such reasons as sickness, injury, pregnancy, or a period of emotional bereavement caused by the death of a close relative. Sick leave shall also be granted when the employee receives dental or optical examinations or treatment and under circumstances involving contagious disease and the employee is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease or when the employee's presence at the work site would jeopardize the health of others because of exposure to contagious diseases. When an employee applies for sick leave he/she shall notify his/her supervisor or other leave approving official as soon as practical but no later than two (2) hours after the start of the work shift. If the degree of the employee's illness or injury prohibits compliance with the notification requirements provided above the employee shall provide such notification as soon thereafter as possible.

B. The notification provided for in Section "1A" above shall include the reasons for the absence and the expected duration of the absence. When it appears that an absence will extend beyond the original date of anticipated return to duty, the employee shall promptly notify his/her supervisor of the new anticipated date of return. The employee shall not be required to contact his/her supervisor each day, unless the illness extends beyond the original date of anticipated return.

C. Sick leave scheduled for visits to doctors, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations and X-rays shall be scheduled and approved in advance. When requesting sick leave in advance, the employee will be required to furnish the supervisor with only that information solicited on the SF-71 for the supervisor to authorize the leave in accordance with this section.

SECTION 2.

A. Employees may be required to furnish a doctor's certificate or other administratively acceptable evidence to substantiate a request for sick leave if the sick leave exceeds 3 consecutive workdays and at other reasonable times as determined by individual circumstances.

B. The use of sick leave, in itself, is not evidence of abuse. The Employer shall not set a number of days that automatically qualify as sick leave abuse. Sick leave abuse must be decided on a case by case basis with all factors relating to the employee's sick leave use taken into consideration.

SECTION 3. Employees, who because of illness are released from duty, shall not be required to furnish documentation to substantiate sick leave for the day released from duty. Such release based on medical findings by the Medical officer shall constitute the equivalent of the required notice to the Employer in the event the employee is unable to return to work on the following day or days. A doctor's certificate or other administratively acceptable evidence may be required however, for absences in excess of three (3) consecutive workdays in addition to the day on which the employee was sent home.

SECTION 4. Upon request, unearned sick leave shall be advanced to an employee with career or career conditional status provided there is a reason to believe the employee will return to work at the Bureau and the request does not exceed thirty (30) days. It is also agreed that the employee's annual leave will be prorated until sick leave is repaid. Requests for advance sick leave will be accompanied by a certificate from a physician, which will provide the nature and seriousness of the illness or injury and the probable date of return to duty. Advanced sick leave will not be granted where it is not warranted and will be handled on a case by case basis.

SECTION 5. Sick leave will be approved in increments of fifteen minutes for any medical appointments, including reasonable travel time. Employees are responsible for requesting such sick leave reasonably in advance and for making every reasonable effort to schedule such appointments for the beginning or finishing hours of their work shift. Employees will not be required to work for any period for which they are being charged leave.

ARTICLE 12

FAMILY LEAVE

SECTION 1.

A. Employees who have completed at least 12 months of service and are not employed on an intermittent basis or a temporary appointment with a time limitation of 1 year or less have the right, as established by the Family and Medical Leave Act (FMLA) and implementing regulations (5 C.F.R. Part 630, subpart L), to twelve (12) workweeks of leave without pay during any 12-month period for one or more of the following:

1. because of the birth of a child of the employee and in order to care for such child;
2. because of the placement of a child with the employee for adoption or foster care;
3. in order to care for the spouse, a child, or parent of the employee, if such spouse, child, or parent has a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

B. An employee may elect to substitute accrued or accumulated annual and/or sick leave for any part of the 12-week period of leave without pay described in paragraph A above.

C. An employee seeking leave under this Section shall provide the Employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take such leave, unless the date of such leave is not reasonably foreseeable, in which case the employee shall provide such notice as is practicable.

SECTION 2. Pregnancy shall be treated in the same manner as any other short-term disability. Maternity leave granted because of pregnancy and confinement entitles the employee to the use of all sick and annual leave to their credit, provided administratively acceptable evidence is submitted. In addition, the employee may be granted LWOP , and/or earned compensatory time. Normally, the initial authorization of sick, annual, and LWOP shall not exceed six months. An employee may use sick leave to cover physical examinations, medical treatments, and the period during which the employee is physically incapacitated for the performance of duties by pregnancy and confinement. It is recognized that only competent medical authorities can make determinations as to incapacitation for duty before or after childbirth. This provision covers employees with less than twelve (12) months of service.

SECTION 3. If, after consulting her physician, a pregnant employee requests modification of her work duties or a temporary reassignment, every reasonable effort will be made to accommodate her request. The Employer may request a medical certificate to

aid in its determination as to whether or not a modification is appropriate. “Medical certificate” means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

SECTION 4. New parents may need time beyond the recuperation period to adjust to a new family member, care for the infant and/or care for other minor children. Annual leave, sick leave, earned compensatory time, and LWOP may be granted to cover such absence. Adoptive parents will receive the same consideration as biological parents when granting such leave. The parties recognize that early notification by an expectant parent enhances the Employer’s ability to act favorably on a request for extended leave.

SECTION 5. Employees may be granted annual leave, LWOP, or earned compensatory time, or appropriate sick leave to care for a family member under the following circumstances where an employee:

- A. must care for a sick child, spouse, parent, or family member;
- B. is needed to aid/assist in the care of his/her children or of a family member;
- C. is needed to aid/assist in the care of his/her children of a family member whose day care provider is temporarily unable to provide care;
- D. is needed to stay home with a newly adopted or newly placed foster child;
- E. must accompany a family member to medical appointments or personal business appointments;
- F. must make arrangements necessitated by the death of a family member or to attend the funeral of a family member;
- G. must participate in family counseling sessions needed for a family member; and
- H. must arrange elder care for a relative or household member.

Sick leave may be used for the purposes of this Section up to an amount of 40 hours in any year plus up to an additional 64 hours in any year to the extent the use of such additional hours does not cause the amount of sick leave in the employee’s credit to fall below 80 hours. In the case of part-time employees, they may use up to an amount equal to the average number of hours in the scheduled tour of duty each week, plus an amount up to twice the average number of hours in the scheduled tour of duty each week.

SECTION 6.

For purposes of this Agreement, “family member” means:

- A. Spouse and spouse’s parents

B. Children including adopted children and their spouses;

C. Parents;

D. Brothers and sisters and their spouses; and

E. Any individual related by blood or affinity whose close association is the equivalent of a family relationship, e.g. grandparents, grandchildren, godparents, godchildren, or a close friend.

SECTION 7. An employee may request conversion to Part Time employment in accordance with Article 17A.

ARTICLE 13

LEAVE OF ABSENCE

SECTION 1.

A. An employee may request and the employer agrees to consider requests for leaves of absence without pay for a maximum of one year; however, this is not an absolute right. Examples of factors which are to be considered when reviewing an employee's request are: severity and nature of the workload requirements, appropriate advance notice, and cost, likelihood of potential employee development, retention of an employee, or furtherance of a program of interest to the Government. This list of factors is not all-inclusive.

B. Examples of situations in which requests for Leave of Absences may be approved include, but are not limited to:

1. Requests under the Family and Medical Leave Act for absences of more than 12 weeks;
2. Requests for absences as a result of family needs that are not covered by the FMLA, such as to be with a terminally ill family member or significant other, or family needs arising from birth or adoption of a child; or
3. A program of study will be found to be Bureau-related if, on balance, it will significantly benefit the Employer and improve the employee's ability to perform his/her current job or to achieve and perform another job with the Employer to which the employee can reasonably aspire. In considering requests under this section, the Employer will consider reasonable alternate sources and means to secure training.

C. Leaves of Absence may only be granted if the employee is expected to return to duty at the completion of the leave of absence. Employees who fail to return to duty at the completion of the leave of absence, shall be required to repay administrative costs incurred by the Bureau such as retirement contributions and life insurance premiums incurred by the Bureau during the absence, unless the Bureau decides to waive this requirement.

D. Leaves of Absence will be granted or denied in a fair and equitable manner and will be administered in accordance with law, rule, or regulation.

ARTICLE 14

ADMINISTRATIVE LEAVE

SECTION 1.

(a) As a general rule, the Employer agrees that when the voting polls are not open at least three hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him to report to work three hours after polls open or leave work three hours before polls close, whichever requires the lesser amount of time.

(b) Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him to vote, depending upon the particular circumstances in his individual case, but not to exceed a full day. Time off in excess of one day shall be charged to annual leave or if annual leave is exhausted, then to leave without pay.

(c)-No leave will be granted where the employee can vote by absentee ballot.

SECTION 2. The Employer agrees that whenever it becomes necessary to close all or part of the Bureau because of inclement weather or any other emergency situation and to grant administrative leave to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media. If emergency conditions described above exist and prevent an employee from getting to work and the Bureau is not closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday, if the employee provides the Employer with reasonably acceptable documentation that the employee made an effort to reach work and that the emergency condition prevented him/her from doing so. The Employer may waive the requirement for documentation for absences of two hours or less.

SECTION 3. If an employee is summoned to court as a witness on behalf of any party in connection with a judicial proceeding to which the Federal, District of Columbia, or any State or local government is a party, or if an employee is called to serve on a jury of any Federal, State, or local government, or the District of Columbia, no charge will be made against leave for the time absent as a witness or juror. This will be administratively excused absence which will be recorded on time and attendance records as court leave.

When requesting court leave, the court order, subpoena, or summons should be presented to the appropriate supervisor as soon as it is received by the employee. When returning to work, an employee will be required to submit official documentation that he/she served as a witness or juror. The evidence should show the date and, if possible, the hours served. If granted court leave, an employee may not accept witness fees and must forward any juror's fees received to the Office of Financial Management. In the event an employee's services are not required in court on a particular day, he/she is expected to report to duty. Otherwise, that day's absence will be charged to appropriate leave.

SECTION 4. Infrequent tardiness or necessary absences from duty of less than one (1) hour should be excused upon reasonable justification to the supervisor. Supervisors will not arbitrarily deny excused absences.

ARTICLE 15

POSITION DESCRIPTION

SECTION 1. Each employee will be given a job description of the position to which the employee is permanently assigned. The Employer agrees that the position description for each position will accurately reflect the principle duties, responsibilities, and supervisory relationships of the position. Upon request, the Union will receive a copy of all job descriptions in the Unit, and, when changes occur, the Union will receive a copy of the changes.

The Employer will provide a copy of the position description to an employee no later than fifteen (15) calendar days after the employee's assumption of a position. In the event the employee has not received a position description within this time, the employee may request the assistance of the Employer in obtaining a copy of the position description. If the supervisor does not promptly furnish the requested position description to the employee, the employee may file a grievance.

SECTION 2. It is agreed and understood that the Employer retains the right to assign work, and that the Employer will determine the job content, qualification requirements, and duties for each job within the unit. It is also agreed and understood that employees are entitled to accurate position descriptions which generally reflect the duties assigned to the positions they hold. The Employer agrees to consider the Union's written comments and suggestions related to position descriptions and position classification, and to inform the Union of the criteria upon which its decisions are based. The Employer and the Union will meet to discuss the Union's written comments and suggestions. The Employer agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions within the unit, or when changes in position classification standards result, or could result, in classification changes for positions within the unit. Upon request, the Employer will furnish the Union copies of existing classification standards.

SECTION 3. Each employee will be permitted to review his/her position description at any time and to discuss any disagreement or inaccuracy with his/her supervisor.

SECTION 4. The Employer agrees to inform the Union as soon as possible when changes are made in the duties and responsibilities of positions held by the employees, and of all major proposed changes in the position description.

SECTION 5.

- (a) An employee who has filed a classification appeal is entitled to request a Union Representative at any meeting with management officials concerning the appeal.
- (b) The Employer shall continue its practice of recognizing an employee's protected right to file a classification appeal free from reprisal or penalty in accordance with regulations.
- (c) work will not be reassigned for the sole purpose of avoiding reclassification during a classification appeal.

ARTICLE 16

ASSIGNMENTS AND DETAILS

SECTION 1. Whenever possible, consistent with the qualifications and experience needs of the job, details to the same or lower pay levels or grades will be made on the basis of employee's seniority. However, volunteers will be solicited first. The Employer reserves the residual right to assign employees in the operation, as specified in Article 5. However, every effort will be made to assign employees as stated in this Section. Involuntary details will not be used in lieu of disciplinary action or adverse action.

SECTION 2.

A. A qualified employee who is assigned to a higher graded non-supervisory position for two weeks or more will be temporarily promoted and will receive the higher rate of pay, effective on the next available pay period. The Employer will make every reasonable effort to initiate all details as near as possible to the first day of a pay period. To receive the higher rate of pay, however, the employee must satisfy the requirements of law and/or government wide regulations, must have an overall rating of achieved and have met time in grade for their position. The Bureau also agrees to refrain from rotating assignments of employees solely to avoid compensation at the higher rate.

1. The Employer is obligated to temporarily promote an employee where the Employer knew, or reasonably should have foreseen, that the higher graded assignment would last at least two weeks.
2. Details of more than thirty consecutive calendar days will be formally documented by the placement of an SF-52 in the employee's official personnel folder.

SECTION 3. The Employer will not reassign an employee solely for disciplinary purposes or in lieu of discipline.

SECTION 4. When the Employer determines that an employee is physically disabled for service in his/her current position, every effort will be made to place the employee in a position at the same grade or pay or, if practicable, to waive qualification standards to allow entry to a closely related occupation which the employee is physically able to perform at the same grade and pay.

SECTION 5. To the extent possible and compatible with management's needs, non-competitive details to a higher graded bargaining unit position at the GS-7 level or above and to career ladder positions will be made with qualified bargaining unit employees. Details to positions will not be used to afford certain employees an undue opportunity to gain qualifying experience.

ARTICLE 17

MERIT PROMOTION

SECTION 1. The purpose of this Article is to ensure that all competitive placement actions to bargaining unit positions are made on a merit basis by means of systematic, fair and equitable procedures and that employees are given the opportunity to develop and advance to their full potential. Merit Promotion procedures will be administered in accordance with Bureau Personnel Manual Chapter 335 and the terms of this agreement. Nothing in this Article shall be construed as abridging any of the Union's bargaining rights under law. To that end the Employer agrees to be bound by the following procedures:

SECTION 2.

(A) The terms of this Article apply to the following competitive placement actions: However, the application of the terms of this article to these actions does not preclude the Bureau from selecting from other appropriate sources such as reemployment priority lists, reinstatement, transfer, handicapped, or Veterans Readjustment Act eligibles or those with reach of an appropriate OPM certificate.

1. Filling a bargaining unit position by promotion;
2. Filling a bargaining unit position with known promotion potential by reassignment, transfer, or reinstatement;
3. Filling a bargaining unit position by transfer or reinstatement to a higher graded position than the candidate's last position;
4. Filling a bargaining unit position by temporary promotion for more than 60 days;
5. Selecting individuals for training required for promotion to bargaining unit positions;
6. Detailing employees for more than 60 days to a higher graded position or to a position with known promotion potential.
7. Conversion of a temporary position to permanent at the GS-5 level or above;
8. Filling bargaining unit positions with non-bargaining unit applicants;
9. Filling a unit position by reassignment while a vacancy announcement is posted.

(B) Exceptions to the coverage of this Article will be as follows:

1. Promotions to positions which have been upgraded without significant change in duties and responsibilities on the basis of either the issuance of new classification standard or the correction of a classification error;
2. Re-promotion to grades or positions from which an employee was demoted within the Bureau without personal cause, that is, without misconduct or inefficiency on the part of the employee and not at his/her request;

3. Promotions of incumbents in career ladder positions to full performance level;
4. Promotions to all supervisory positions;
5. Any other mandatory exceptions provided for in OPM regulations including Government-wide special emphasis programs and priority placement programs.
6. Filling a position by reinstatement or transfer.
7. A promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities (accretion of duties).

(C) The Employer may establish promotion registers and or open, continuous announcements for the filling of permanent positions at the GS-4 level or below with no promotional potential.

(D) Vacancy announcements and promotion of employees under the Bureau's Upward Mobility Program (CADE) will be administered under the provisions of Article 18.

SECTION 3.

A. Vacancy announcements will be published prior to filling any position covered by this Article. The vacancy announcement will be posted for ten (10) working days on all official bulletin boards and will contain, at a minimum, the following:

1. Announcement number;
2. Opening date;
3. Title, series, and grade of position;
4. Geographic location of the position, where appropriate;
5. Minimum qualifications required;
6. Brief summary of the duties of the position together with an indication of where additional information may be obtained;
7. Selective placement factors, if any;
8. Evaluative methods to be used by the ranking panel or official;
9. Statement of register, when applicable;
10. Closing date;
11. Statement of Equal Employment Opportunity;
12. Placement factors;
13. Minimum area of consideration.

B. The Employer shall exercise its responsibility for determining selective placement factors in accordance with 5 CFR 335. Selective placement factors will only be used in determining eligibility when they are identified as essential for successful performance in the position to be filled. In such cases, they will constitute a part of the minimum requirements for the position. Selective placement factors may not be changed once a vacancy announcement has been posted, although the Employer retains the right to cancel a vacancy announcement and reissue another for the same position. Any changes in selective placement factors may be made only following notice to the Union of intent to make a change.

C. Two copies of all vacancy announcements will be furnished to the Union one day prior to the date the vacancy is posted.

D. Employees must submit an application for each vacancy for which they wish to be considered. Employees will submit a completed form SF 171, OF 612, resume, and/or a Supplemental Experience Statement if necessary and a copy of their current performance appraisal if required by the vacancy announcement. If the appraisal is more than six (6) months old and the employee requests, a new performance appraisal will be prepared by the immediate supervisor in a fair and accurate manner, or the manager can re-certify in writing the employee's current performance appraisal if the employee's performance is unchanged. However, if the immediate supervisor is also to be considered for the vacant position, or has not supervised the employee for at least 90 days, the evaluation will be made by the next higher level manager.

E. An individual application must be submitted for each available vacancy at the time of the vacancy announcement. An employee may withdraw an application for a position at any time. An employee must submit an application for a position in order to be considered for a vacancy.

F. To be considered for a vacancy, candidates must submit all required application material in such a way that the information provided is complete, accurate, legible, and timely. An employee who applies for a position and is not found basically eligible will be notified prior to certification of eligibles to the selecting officials.

SECTION 4.

A. All applicants will request his/her supervisor to complete an Appraisal of Potential form which will appraise the employee's potential to perform the placement factors of the position being filled. The supervisor will complete the Appraisal of Potential in a fair and objective manner and will forward a copy to the Personnel Services Division and a copy to the employee.

B. Knowledges, Skills and Abilities (KSA's) for each bargaining unit position will be established before filling any vacancy. Under no circumstances will KSA's be changed once a vacancy announcement has been posted. The Union will receive one copy of ranking factors established for each position.

C. The Employer will appoint a panel or an official to evaluate and rank the candidates. It shall be the responsibility of the panel or official to consider all relevant material submitted by the employee.

D. Each panel member or ranking official will fairly and accurately rate each candidate in each category to be considered. A brief written narrative statement will be prepared by the ranking panel or ranking official concerning each applicant considered. The narrative statement will reflect the panel's or ranking official's opinion and judgment of the applicant's ability to perform in the position for which he/she is being considered.

When panels are used, the total scores assigned by individual panel members will be averaged to arrive at a final rating for each candidate.

E. The three applicants receiving the highest numerical score will be certified as Best Qualified and forwarded to the selecting official. If more than one employee achieves an identical score which ranks among the top three, or within one point of the lowest of the top three, each will be certified to the selecting official for consideration.

F. Candidates will be certified within each group to the selecting official by score, highest to lowest.

G. The fact that an employee is the subject of a security investigation will not prevent or delay his/her promotion that would otherwise be made, unless the Employer judges that such delay is necessary to protect the integrity of the Bureau.

SECTION 5. If three or fewer candidates meet the basic qualification requirement and any selective placement factors, they will be forwarded to the selecting official for consideration once they have been rated and ranked.

SECTION 6.

A. Candidates will be referred to the selecting official, on separate lists, in the order described below. The selecting official will consider the applicants on each list prior to requesting the other list(s). Nothing herein shall preclude the selecting official from requesting any list and considering all applicants for the vacancy in accordance with the terms of this Agreement and applicable law, rule, and regulation.

1. Priority consideration candidates will be referred prior to issuing a vacancy announcement;
2. Employees who qualify for placement under the Department of the Treasury Career Transition Assistance Plan (CTAP) or the Interagency Career Transition Assistance Plan (ICTAP), pursuant to 5 C.F.R. § 230.605, and who are “well qualified” as defined in 5 C.F.R. §330.604(k).
3. BEP candidates on the “Best Qualified” list.
4. External candidates who are rated and ranked under the procedures of this Article and are determined "Best Qualified" and other appropriate external candidates that cannot be rated and ranked.

The terms of this subsection do not apply to the following actions:

- 1) Filling a temporary position (NTE 1 year) at the GS-5 level or below (non-career ladder);
- 2) When there are no bargaining unit candidates on the "Best Qualified" list;

- 3) Filling a permanent position at the GS-4 level or below, with no known promotional potential;
 - 4) Filling a position for which there are a total of five or fewer candidates that meet basic qualifications.
- B. The selecting official will consider all pertinent data on each candidate certified, if interviews are conducted, all candidates certified in the "Best Qualified" category will be interviewed. Where a candidate is listed who will not be available for interview within the suspense dates the Bureau will make a reasonable effort to conduct the interview by alternative means. Any selection technique utilized by the selecting official will be uniformly applied to all Highly Qualified applicants referred to the selecting official.
- C. After appointment of a candidate to a vacancy, the promotion certificate may be used to only fill the same specific vacancy(s) if the appointed candidate declines the appointment or leaves the position within 30 days of the date of appointment. If the selecting official does not select from the remaining candidates on the certificate, the vacancy must be reannounced, if the Employer intends to fill the position competitively.

SECTION 7. The Employer will maintain promotion and/or competitive selection files for a period of (2 years).

SECTION 8. An employee selected for promotion will normally be released no later than the end of the first full pay period after selection, subject to the emergency needs of the Employer.

SECTION 9. Actions under a promotion plan whether in identification, qualification, evaluation, or selection of candidates, or any other phase of the promotion process shall be made without regards to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, or age, and shall not be based on personal relationship or patronage.

SECTION 10. In the absence of an adjustment satisfactory to an aggrieved employee of any merit promotion action involving an employee of the Unit which is determined to have been in violation of the provisions of this Agreement, and which has had the effect of denying the grievant proper consideration, corrective action will be taken as follows:

1. Employees on the best qualified list who did not receive a fair and objective rating from the ranking panel, ranking official and/or supervisory appraisal, as determined by mutual agreement or by a third party, shall be entitled at a minimum to priority consideration if their rank order on the best qualified list is improved as a result of an increased score on the evaluation.

2. If an employee was improperly or erroneously omitted from a best-qualified list, he/she shall receive priority consideration for the next appropriate vacancy for which he/she is qualified.
3. If the employee was erroneously omitted from or improperly ranked on a roster created as a result of a roster announcement, but does not otherwise qualify for relief under 1 or 2 above, he/she will be ranked in proper order on such roster.
4. Priority consideration consists of a promotion certificate which contains an employee's name alone being sent to a selecting official before that official considers other applicants for a position. If more than one employee is entitled to priority consideration, the name of only those employees will be submitted on a single certificate to the selecting official for the next appropriate vacancy.
5. Where the Employer considers employees who have priority consideration pursuant to this Agreement and does not select that employee or from among the priority consideration candidates, the Employer will put its reasons for non-selection in writing and make them available to the employee upon request.

SECTION 11.

- A. Each ranking panel or ranking official shall certify the accuracy of their ratings. The Employer shall prepare a promotion certificate which contains the names of all certified applicants and the name of the selecting official.
- B. When a grievance has been filed under this Article, the Union may request and receive necessary information to process the grievance, subject to the requirements of the Privacy Act.
- C. Following selection, and upon written request to the personnel office, an employee applicant will be provided the following information about a position for which he/she applied:
 - (1) Whether or not they meet the minimum requirements for consideration;
 - (2) Whether or not they made the Best Qualified list, their score, and the BQ cutoff score;
 - (3) Who was selected;
 - (4) What actions he/she can take to enhance their chances for future promotion. The personnel office may refer the applicant to another office for this purpose.
- D. If the employee makes a request in accordance with (c) above, the remaining time limit for filing a grievance will be held in abeyance and will resume when the employee is provided with the information described in (c)(1),(2), and (3).

SECTION 12.

Employees in career ladder positions will be promoted only after:

1. The supervisor certifies that the employee is capable of satisfactorily performing at the next higher level. (“Capable of performing at the next higher level” does not mean that the employee currently performs duties at the next higher grade level.)
2. The employee becomes minimally eligible to be promoted (after one year or whatever lesser period may satisfy the basic eligibility requirements).

The SF- 52 will be submitted in the same pay period as the certification and the promotion will be effective at the beginning of the following pay period.

If the employee meets the minimum eligibility requirements and the supervisor certifies that the employee cannot satisfactorily perform the duties at the next higher level, the supervisor will meet with the employee within 10 days and explain what is required of the employee in order to be promoted.

ARTICLE 17A
PART-TIME CAREER ACT EMPLOYMENT

SECTION 1.

A.

To be considered part-time for purposes of this section an employee must have a regularly scheduled tour of duty, set in advance, of at least sixteen (16) hours but not more than thirty-two (32) hours in each administrative work week.

B.

1. It is the intention of the Employer to make part-time career employment opportunities available to the maximum extent possible, consistent with the Employer's resource and mission requirements.

2. The Employer recognizes that part-time career employment is particularly appropriate for the following class of employees. However, this list is not all inclusive:

- (a) Older employees seeking a gradual transition into retirement;
- (b) Handicapped individuals and others who require a reduced work week;
- (c) Parents who must balance family responsibilities with need for additional income; and
- (d) Students who must finance their own education and training.

3. Denials of requests for part-time employment from full-time employees will be discussed with employee and, upon request, the employee will be provided with a written statement fully explaining the operational reasons for denial within five (5) workdays of the request.

C.

The employer may, at its option, approve the part time schedule contingent upon the recruitment of a job sharing partner. If such is the case, a vacancy announcement will be posted to let interested employees know of the job sharing opportunity. The employer may utilize "the OPM Connection" Automated Applicant Referral System (AARA) to recruit qualified employees for the position.

The employee may also attempt to recruit a job sharing partner. Competition for the job sharing vacancy is not required when a BEP employee moves to a job sharing position of the same or lower grade that does not have known promotion potential.

Denials of requests from any employee to share a position will be discussed with employees and, upon request, the employees will be provided with written reasons for denial.

D.

Except as provided in Federal Employees Part-Time Career Employment Act of 1978 (PTAC) and Subsection E below:

1. The tour of duty for PTCA employees will be no less than sixteen (16) and no more than thirty-two (32) hours per week;
2. A PTCA employee's tour of duty will be documented on an SF-50, Notification of Personnel Action.

E.

An increase of a PTCA employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period is not permitted for more than two (2) consecutive pay periods.

F.

1. The Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time career employment basis.
2. Subsection F1 above does not preclude the Employer from permitting a full-time employee from voluntarily changing to a part-time work Schedule.

G.

Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

H.

A part-time employee receives a full year of service credit for each calendar year worked regardless of tour of duty for the purpose of computing service for retention, retirement, career tenure, completion of probationary period, within-grade increases, leave accrual rate, and time-in-grade restrictions on advancement.

I.

Before an employee is assigned to a PTCA position, the Employer will brief the employee on the impact of this assignment on the following: retirement, reduction in force, health and life insurance, promotion, and step increases.

J.

If the employee files a grievance over the denial of a request for a part-time schedule, an expedited grievance process will be used. For the purpose of this Article, the grievance will be heard at the final or last step.

ARTICLE 18

UPWARD MOBILITY

SECTION 1. The Bureau's Career Development Program (Upward Mobility Plan) is incorporated into this Agreement.

SECTION 2.

(a) Vacancy announcements will be published prior to filing an Upward Mobility vacancy. Announcement will include the information included in Article 17, Section 3(a) and Subchapter 1, Paragraph 6, TPMM 713.A.

(b) The Employer shall have sole responsibility for determining evaluation and assessment factors and weights, which will constitute a part of the minimum requirements for the position. Upon request, the Employer will discuss any proposed evaluation and assessment factors and weights with the Union. The factors and relative weights will vary from job to job, but will be applied uniformly to all applicants for the same job.

(c) Two copies of all vacancy announcements will be furnished to the Union within three workdays after the vacancy is posted.

(d) Employees must submit an application for each vacancy for which they wish to be considered. Necessary application forms will be stated in the vacancy announcement.

SECTION 3.

(a) Each employee who has applied for and meets the basic eligibility requirements and any selective placement factors previously announced for a vacancy shall receive a fair and objective performance appraisal.

(b) Each employee will be rated using the established factors and weights. The evaluation will measure the employee's potential to perform at the target level, in a fair and objective manner. The evaluation results will be in writing and each applicant will receive a copy.

(c) The 10 highest scoring applicants will be rated by a rating panel.

(d) The total point score received in Sections 3(a) and (b), shall be computed for all applicants. The 10 highest scoring applicants will then be interviewed by the panel. The total score in 3(a), (b) and (c) will then be determined and applicants will be ranked for each job category. Applicants shall be listed in rank order for each job category. The five highest ranked applicants will be certified to the selecting official for each vacancy, plus one additional applicant for each additional vacancy in the same job category.

(e) Each applicant interviewed by the panel will receive a final numerical score.

(f) Each applicant will be informed of his/her final numerical rating and of his/her position on the final ranking.

SECTION 4. Either party may reopen this Article to seek changes in the procedures related to the Upward Mobility Program at any time.

ARTICLE 19

EMPLOYEE PAY, PAYCHECKS, AND REIMBURSEMENTS

SECTION 1. When an employee's regular salary check is not issued, or it is lost, stolen, mutilated or not received, the employee will be provided with an emergency salary check within seventy-two (72) hours of providing the Employer with notification on the proper form for that purpose.

SECTION 2. The Employer may waive overpayments in accordance with the standards established in Comptroller General Decisions and applicable regulation provided there is no indication that the employee acted with fraud, misrepresentation, fault or lack of good faith. The Employer may not arbitrarily refuse a waiver request. In cases where the overpayment exceeds \$500, the Employer will advise the employee of his/her right to seek a waiver from the Comptroller General. If, within twenty-one (21) days, the employee elects to seek such waiver, and the Employer recommends approval of the waiver request, the Employer will not seek recoupment of the overpayment prior to a determination on the waiver request by the Comptroller General.

SECTION 3. In cases where recoupment is necessary, the size and frequency of installment deductions will bear a reasonable relation to the size of the debt and the employee's ability to pay subject to a maximum offset of 15% of disposable pay. In no case may the Employer recoup an overpayment without providing an employee with notice and a minimum 30 calendar days before salary offset is initiated. The notice shall comply with the requirements of 31 CFR Part 5 and will notify employees of their right to request a hearing by an impartial hearing official. If the employee timely files a petition for hearing within 15 calendar days after receipt of such notice, the commencement of collection proceedings will be stayed, pending the outcome of the hearing.

ARTICLE 20

REDUCTION-IN-FORCE

SECTION 1. The Employer agrees to notify the Union of a decision to effect a reduction in force at the earliest practicable date. The information to be furnished the Union will be the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the action. The Union reserves the right to negotiate the impact and implementation of any reduction in force.

ARTICLE 21

RETIREMENT

SECTION 1. The Employer will provide a retirement planning program to be made available once every three years, in which all unit employees nearing eligibility for retirement may voluntarily participate. It will include individual counseling assistance, informational material and/or group information sessions.

SECTION 2. An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and the Employer has not hired a replacement or would not be subject to administrative disruption.

SECTION 3. The Employer will notify a deceased employee's designated next of kin of any benefits to which they may be entitled, and assist them in filing the claims for unpaid compensation, including lump sum leave payments and any retirement, insurance, or social security benefits.

ARTICLE 22

TRAINING

SECTION 1. The employer and the Union agree that employee training and development is very important to the efficiency and economy of the Bureau. The Employer agrees to help all employees acquire the knowledge, skills, and abilities needed to perform their assigned duties. A continuous training program, within budget limitations, based on current needs, will be maintained. It shall be the responsibility of the Employer to make available the training deemed necessary for employees to attain and maintain efficient operation in their present jobs.

SECTION 2.

- A. Advance notice of all Bureau-sponsored training programs will be posted on appropriate bulletin boards.
- B. All employees who apply for training and occupy positions reasonably related to the announced training program will be considered for the training.
- C. When a program cannot accommodate all applicants, those employees with the most need and whose training will be most advantageous to the Bureau will be selected.
- D. Any applicant for training who is rejected will receive counseling upon request.
- E. Employees who fail to meet the standards established for a course may be terminated from the course. This action will affect future training requests.
- F. When training is given primarily to prepare employees for promotion, selection for the training will be made under the competitive promotion procedures.

SECTION 3. The Employer agrees that, when an employee is reassigned to a position as a result of his/her former position being eliminated, necessary training will be given to the employee to enable him/her to perform the duties of the new position. In addition, employees who return to a position after a period of absence shall be given necessary re-familiarization time to enable him/her to perform the duties of the position.

SECTION 4. The Employer will maintain information and furnish counseling and guidance about suitable and available educational resources. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities.

SECTION 5.

- A. Employees who have obtained prior approval from the Employer shall be reimbursed for all authorized expenses for outside training when all of the following conditions are met:

1. The training will enable the employee to increase his or her ability to perform his or her current job, a job the employee has been selected to fill in accordance with the current merit promotion plan and the training is definitely job related, or is related to the mission of the Bureau;
2. Comparable training is not available through Employer provided courses and it would be too costly for the Employer to develop suitable programs at the time;
3. Reasonable inquiry has failed to disclose suitable, adequate and timely programs being offered by other Government agencies within the local area;
4. The course meets the need of the employee and of the Employer as well as or better than other courses of its nature which may also be available;
5. The course is not being taken solely for the purpose of obtaining a degree, except in accordance with applicable law and regulations;
6. Funds are available to pay for the training without deferring or canceling higher priority commitments.

B. The Employer shall notify the employee within fifteen (15) days of his/her request as to whether the request for training has been approved. If the employer request in writing the reasons for the denial, the employee will be given the reasons in writing.

C. The Employer shall grant or deny all training requests in a fair and equitable manner in accordance with Sections 5A 1-6.

SECTION 6. An affected employee who fails to satisfactorily complete the out-Service training provided for in Section 5 above, shall reimburse the Employer for all tuition and related expenses incurred by the Employer for such out-Service training.

ARTICLE 23

EMPLOYEE RECORDS AND PRIVACY

SECTION 1. The Employer is governed by the provisions of the Privacy Act in the collection, maintenance, use, and dissemination of personal information pertaining to employees. The Employer shall seek and maintain in its records only such information as is relevant and necessary to accomplish a purpose of the agency required to be accomplished by law or executive order.

SECTION 2. The Employer will collect information pertaining to an employee directly from the employee to the greatest extent possible. In any request for personal information from an employee, the Employer will notify the employee in writing of:

- (a) The effects on him/her, if any, of not providing all or any part of the requested information;
- (b) The principal purpose(s) for which the information is intended to be used;
- (c) The authority (whether granted by law or executive order) which authorizes the solicitation of information and whether disclosure of such information is mandatory or voluntary;
- (d) The routine uses which may be made of the information.

SECTION 3. Employees shall have the right to gain access and make copies of any information contained in a system of records pertaining to him/her with the exception of records exempt from disclosure by law. The employee may be accompanied by a representative for this purpose. Employees have the right to request amendment of any record pertaining to him/her in accordance with 5 USC 552a(d)(2). The Employer may sanitize records only as consistent with the Privacy Act. Unauthorized persons may not inspect or copy any record, file, or document pertaining to an employee. Such information shall be made available to all authorized persons only for official use as provided for by law and applicable OPM regulation.

SECTION 4. An evaluative recordation which is to be used for the purpose of evaluating an employee's performance will not contain material which will have an adverse effect on the employee's evaluation unless the employee has been made aware of the presence of such material. The employee is entitled to view such materials upon request and may provide a rebuttal.

SECTION 5. Employees or their designated representatives will, upon request, have access to records or information pertaining to them with the exception of records exempt from disclosure by law. Employees will have the right to examine actual physical records (as opposed to receipt of copies). Access to such records will be on official time. Employees or their written designated representatives may obtain photocopies of documents with the exception of records exempt from disclosure by law.

SECTION 6. The parties recognize that developing automation technologies have resulted in the replacement of paper based records with records in other formats. Employees shall continue to have access to any information which is subject to the terms and conditions of this Article regardless of the information storage method.

ARTICLE 24

HEALTH AND SAFETY

SECTION 1. The employer will continue to provide and maintain safe and healthful working conditions by correcting unsafe conditions and eliminating unsafe practices, in keeping with the concept of OSHA, and the Union will actively encourage all Unit employees to work in a safe manner. The employer will provide the Union with a copy of all reports relevant to the general occupational safety and health of bargaining unit employees.

SECTION 2. Employees will wear or use all required safety equipment. Personal protective equipment and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost; and the Union shall actively support the Employer's enforcement of this requirement. Personal protective equipment and devices will be furnished to employees as prescribed by applicable Bureau safety guidelines and polices.

SECTION 3.

A. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for the employee and others. The Employer will welcome at any time, from any individual employee or from any employee organization, suggestions which offer practical and economically feasible ways of improving safety conditions.

B. The Employer shall furnish employees a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm. It shall also comply with the occupational safety and health standards applicable to the Bureau.

SECTION 4. When an employee is required to work in areas where conditions are detrimental to his or her health, he/she will be provided with any necessary protective equipment and safety devices.

SECTION 5.

A. Whenever any employee believes that an imminent danger to employees safety and health exists in the work area, the employee will report the dangerous condition to the immediate supervisor. That supervisor, or another appropriate management official, shall determine whether there is a reasonable basis to believe a danger exists, and if so, will promptly notify the Bureau's Safety and Occupational Health Division. An appropriate management official from that division will have the authority to determine whether the work area conforms to applicable safety standards. In the event the work area is not in conformance with applicable safety standards, the employer shall take action to bring the work area into compliance with applicable standards.

B. In the event that an employee reports to his immediate supervisor that an assignment will endanger his health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, he will so inform the employee(s) and the work will proceed recognizing that he, the supervisor has full responsibility for the safety aspects of the job. If the supervisor has any doubt as to the safety of the work situation, he will request the assistance of the Safety Manager or his representative, who will inspect the job site to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a reasonable belief that an unsafe condition continues to exist, the matter may be referred to a Union representative and the appropriate manager both of whom will take into account the findings and/or confer with the Safety Manager or his representative for resolution. In the absence of imminent danger to the health and safety of the employee, a refusal to perform a work assignment for safety reasons may be just cause for disciplinary or adverse action.

C. In accordance with 29 CFR Part 1960, employees have the right to be free from reprisal, including charge to leave, when they decline to perform assigned duties because of reasonable beliefs that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

SECTION 6. The Union may designate a representative to serve on each safety committee which is established in organizational components containing employees of the Unit. The role of this committee will be to advise and assist the Employer in carrying out its safety responsibility as they apply to Unit employees.

SECTION 7. The Employer agrees as specified in BEP Circular C-75-9 to provide any employee who may be injured on the job, prompt first aid or any other medical services to include transportation, as necessary on all shifts.

SECTION 8. The Union and the Employer will make every effort to prevent accidents of any kind, and in particular those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, a prime consideration will be the welfare and comfort of the injured employee.

SECTION 9. Whenever an employee of the Unit has sustained a lost time work injury, the Union, upon request will be allowed to review relevant information regarding the circumstances.

SECTION 10. If an injured employee is sent to a medical facility for treatment, the Employer and the affected employee agree to accept the determination made by competent medical authority at the facility as to whether the employee should return to work.

SECTION 11. The Employer will make a diligent effort to assign an employee available work within temporary limitations placed on his performance by his/her medical practitioner. The Employer may require written substantiation of the limitations.

SECTION 12. When an employee is injured in the performance of his duties, he/she will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will be provided regarding the type of benefits available, including specific reference to his/her option to file a claim for disability compensation or use accrued leave if he/she is disabled for work.

SECTION 13. The Employer shall conduct at least one walk through inspection of all areas where bargaining unit employees are located each year. A Union representative may accompany the Employer's representative during the inspection, and shall be on official time during the inspection. The Employer will notify the union one week in advance of the inspection, including the identification of the Employer's designated representative. In addition to the annual inspection, the Employer will initiate an inspection of conditions reported by the Union in a timely manner in accordance with the Executive Order and OSHA regulations.

SECTION 14. The Employer shall ensure the prompt abatement of unsafe and unhealthful conditions (if it is determined by the Bureau or OSHA that such exists) normally in accordance with BEP Circular C-76. Changes to the circular will not be effected prior to the Employer meeting its bargaining obligations to the Union.

SECTION 15. Consistent with workload demands and management's right to assign work, employees using video terminals or continuously performing repetitive physical tasks for extended periods during the course of a day will be granted periodic relief in the form of work breaks and/or assignment to other tasks.

SECTION 16. Where bargaining unit employees are located adjacent to areas where production machinery operates, management will assure that employees are protected from unreasonable noise levels produced by such machinery. Management will use engineering techniques, construction, personal protective equipment, and/or other appropriate measures in moderating noise levels.

SECTION 17. The Employer shall maintain air quality at levels consistent with applicable regulations. Consistent with resource availability and Employer determined priorities, air in work places of bargaining unit employees will contain a minimum of toxins and airborne irritants.

SECTION 18. Consistent with its primary responsibility the Employer will seek the Union's input and participation in maintaining a clean working environment to the extent practicable.

SECTION 19. Prior to notifying bargaining unit employees of changes in security policies and/or practices, the Employer will notify NTEU of the change, either through the Joint Labor-Management Partnership Council, or through a notice to the Union. The Union reserves the right to bargain in accordance with law, rule, or regulation.

ARTICLE 25

EQUAL EMPLOYEMENT OPPORTUNITY

SECTION 1.

(a) The Employer and the Union reaffirm their commitment to the principles of Equal Employment Opportunity, and to that end agree to support a positive program to realize that objective.

(b) It will be the function of the Bureau of Engraving and Printing Advisory Committee on Equal Employment Opportunity to assist in the identification and development of the EEO Affirmative Action Plan and to make recommendations to the Employer for Inclusion in the Plan. The Bureau Committee will also advise the Employer on the implementation of the Plan. The action plan will concern itself with matters of race, color, religion, sex, age, national origin, and mental or physical handicap. The Committee will also be responsible for reviewing the progress under the action plan and reporting its findings to the Employer.

SECTION 2.

(a) The Union and Employer agree that the Union may nominate one committee member for each group of one hundred (100) employees represented to the Bureau's Equal Employment Opportunity (EEO) Advisory Committee for a total of three (3). Nominations should be submitted annually. Three alternate EEO Committee members may be nominated. Attendance at Committee meetings by any combination of Union members/alternates shall not exceed a total of three.

(b) NTEU National Office Field Representatives may also attend the Bureau EEO meetings in accordance with Article 6, Section 5.

SECTION 3.

Division and Bureau committee members will receive administrative leave to attend their respective committee meetings or official functions.

SECTION 4.

The NTEU National Office will be furnished a copy of the Bureau document containing employment statistics. The Statistics should be supplied annually and should encompass all Bureau Employees.

SECTION 5.

Employees shall be entitled to Union representation on official time, upon request in all meetings with an EEO Specialist.

SECTION 6. Voluntary ADR Mediation (Alternative Dispute Resolution)

- A. Either party may request ADR mediation after the initial filing of an EEO complaint. Participation in this procedure is purely voluntary in nature.
- B. A FMCS mediator, shared neutral, or an in-house trained ADR mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.
- C. All appropriate matters subject to the EEO complaint procedures may be suitable for inclusion in the ADR mediation process.
- D. The complainant and/or his/her representative are entitled to be present during the ADR mediation conference in an advisory capacity.
- E. The EEO pre-complaint processing period shall be extended up to 90 days.
- F. Nothing in these procedures shall stay or delay an action, either disciplinary or adverse.
- G. Proceedings before the mediator will be informal. Rules of evidence shall not apply nor is the mediator's role to judge the merit(s) of the complaint. No record of the meeting(s) shall be made and no documents/records or testimony made during this process may be used in any other proceeding.
- H. The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.
- I. The parties will present a brief written or oral statement to the ADR mediator stating the facts, the issue, remedy requested and providing arguments in support of their positions at the beginning of the ADR mediation conference.
- J. The ADR mediator will have the authority to meet separately with either party.
- K. Complaints not resolved through voluntary ADR mediation may proceed through the EEO process in accordance with the appropriate EEO and Agency policies and procedures.
- L. Any materials presented to the ADR mediator shall be returned to the party presenting the materials at the termination of the ADR mediation conference.
- M. ADR mediation conferences will occur at a location which is agreeable to the parties and the mediator.

SECTION 7. The Employer will prominently post on a Bulletin Board in each building the name of the Bureau EEO Officer and Specialists.

SECTION 8. The employer shall ensure the availability of an appropriate number of rest room facilities for each gender suitable for convenient access for persons with disabilities at buildings in which bargaining unit employees work.

SECTION 9. Pursuant to 29 C.F.R. § 1614.203, it is the policy of the Bureau to make reasonable accommodation to known physical or mental limitations of qualified applicants or employees with disabilities, unless it can demonstrate that the accommodations would impose an undue burden on the operations of the Bureau's programs. The employee's request for reasonable accommodation must include appropriate medical documentation supporting the request and proposed accommodations. Medical documentation will be provided in accordance with Privacy Act Requirements. Upon request, the documentation will be provided directly to the Bureau Medical Doctor. Reasonable accommodation includes, but is not limited to, the provision of readers, interpreters, and personal assistants (e.g. mobility assistance, including travel, rather than assistance in performing job duties). The employer will respond to an employee's request for reasonable accommodations within five workdays or receipt of the request. The response may be a request for additional medical documentation. If additional time is necessary to respond to the request, the reasons for the delay and approximate time frame for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided in writing.

ARTICLE 25A

EMPLOYEE COUNSELING SERVICES PROGRAM

SECTION 1. The Employee Counseling Services Program (SCSP) is established to provide counseling assistance and referral services to employees who are experiencing problems related to alcohol or drug abuse or other problems which may be emotionally disturbing and/or impair job performance. Financial, legal and other personal problems will be addressed under the program as well.

SECTION 2. The Employer recognizes that addiction to alcohol and other drugs are treatable illnesses from which job performance impairment may result. Qualified employees who are handicapped by these illnesses shall receive the same consideration and/or opportunities for reasonable accommodation of their handicaps that is extended to qualified handicapped employees suffering from handicaps with other causes. Sick leave and/or LWOP for treatment, counseling and rehabilitation purposes, shall be granted in accordance with law and regulation where appropriate.

SECTION 3. No employee shall have his or her job security or promotion opportunities jeopardized by his or her request for counseling or referral services, except as prescribed by law. The Employer will preserve the confidentiality of the medical records of employees suffering from drug-related illnesses which it possesses in strict accordance with law.

SECTION 4. When a supervisor, through regular job contact with an employee, observes that he or she is experiencing difficulties in conduct or in performing the duties of his or her position, the supervisor will discuss the deficiencies with the employee. The focus of corrective discussions held by the supervisor should be limited to the issue of deficiencies and to the possible consequences should they continue. If there is no improvement and the supervisor has reason to believe that the deficiencies may be related to a physical or mental impairment, or other problem(s) addressed by the ECSP, the employee will be referred to the ECSP.

SECTION 5. If following the corrective discussion, the supervisor, the employee, or the representative feels that the employee should be referred for further counseling, it will be arranged as expeditiously as possible. At the counseling session with the employee, the counselor will:

- (a) Explain the function of the program and the benefits available in detail;
- (b) Emphasize that help for the existing problem is covered under the EAP and will be provided on a confidential basis;
- (c) When appropriate, emphasize the penalty for unsatisfactory job performance and attendance;
- (d) Make appropriate arrangements/referral (setup an appointment) with a qualified alcohol or drug abuse counselor or other resource person, if appropriate.

SECTION 6. If the employee refuses to participate in the ECSP and refuses treatment, and the Employer decides to initiate a removal action, the Employer must provide the employee with a firm choice between termination and counseling assistance which would allow the employee entrance into a rehabilitation program if the termination is based on conduct or performance problems caused by a handicapping condition. The Union will be allowed to attend any discussions between the Employer and the employee at the employee's request. Under no circumstances will an employee be subject to an action solely for refusal to enter or complete a rehabilitation program.

SECTION 7. The Employer recognizes that drug dependency is an illness and will treat it as such. Relapse may occur during the recovery process. In accordance with applicable law, a qualified handicapped employee who has accepted treatment should be terminated only when he/she has repeatedly failed rehabilitation attempts, and has demonstrated that he/she cannot meet the demands of the job.

SECTION 8. Nothing in this Article shall require the Employer to take any actions or accommodate any employee where such actions or accommodations would lead to undue hardship on the Employer under 29 CFR 1613.704, or would be inconsistent with law.

SECTION 9. Upon request, the Bureau's EEO/ECSP staff will provide training sessions for Union representatives on its operations and functions.

ARTICLE 26

FACILITIES AND SERVICES

SECTION 1. The Employer will supply 2 copies of all Bureau rules and regulations to the Union within 10 workdays of the effective date of this Agreement. Two copies of all changes and/or new rules or regulations will be provided to the Union. The Employer agrees to provide ready access, during regular office hours, to its copies of the Treasury and Federal Personnel Manuals and other publications.

SECTION 2. The Employer will make available to the Union two locking file cabinets for the Union's use. Bureau security regulations shall apply.

SECTION 3.

A.

The Employer will provide the Union with exclusive office space within its premises of approximately 200 square feet. The office will be designed to provide privacy to the Union or those dealing with Union and shall have a lockable door. The Employer will provide the following:

1. a telephone with telephone service;
2. one bookcase;
3. a desk;
4. a conference table, and at least six chairs;
5. computer;
6. laser printer; and
7. appropriate word processing software.

B.

The Employer agrees that a Union representative may use a government telephone located at the work site to make local calls necessary to the implementation of the agreement.

SECTION 4. The name and office telephone number of the Union president shall be listed in the Bureau telephone directory.

SECTION 5. In February, July and November of each year, the Employer will furnish to the local chapter and the National Union a list of employees in the Unit on

diskette with a hardcopy, which will contain the names, grades and step, position titles, work location, and organization codes. The Employer will provide the Union with a copy of the acquisition/separation list on a monthly basis.

SECTION 6.

A.

A copy of this Agreement will be printed and given to each new employee in the Unit. These employees will be encouraged by the Employer to familiarize themselves with contents of the Agreement.

B.

The Employer agrees to have sufficient copies of this Agreement printed and distribute them to each member of the Unit.

C.

The Employer agrees to furnish the National Office of NTEU with 50 copies. NTEU, Chapter 201, will be given additional copies upon request. The Employer shall provide the National Office of NTEU and the local chapter with a copy of the agreement on diskette.

SECTION 7.

A.

The Employer agrees, as a minimum, to maintain the present number of official bulletin boards and to provide the Union with two official bulletin boards, one in each building, for its exclusive use under a heading entitled "NTEU Chapter 201". Two distribution boxes will be provided for distribution of Union literature, located adjacent to each Union bulletin board.

B.

Literature posted or distributed within the Bureau must not violate any law applicable regulations, or compromise the security of the Bureau.

SECTION 8. An employee who has a question concerning an interpretation or application of the Rules and Regulations Employees Handbook should direct such a question to his supervisor. If further clarification is necessary, the Employer agrees to answer all written questions in writing.

SECTION 9. The Union and the Employer recognize that employee should be informed of their rights and benefits. Information concerning the following matters will be available to employees upon request:

- (a) Incentive awards;
- (b) Health and safety;
- (c) Leave regulations;

(d) Promotion plan.

SECTION 10. Performance awards (i.e., group performance awards, special achievement awards, outstanding performance ratings and quality pay increases) made by the Employer will be made in a fair and objective manner based solely upon merit and with applicable budget limitations. The Employer agrees that statistics on the number of performance recognition's, as defined above, received by bargaining Unit employees will be maintained by the Employer and provided to the Union upon request, annually.

SECTION 11.

A.

All employees new to the bargaining unit will be informed by the Employer that Chapter 201 of NTEU is the exclusive representative of employees in the Unit. The Union shall be permitted to meet with the employee(s) for twenty (20) minutes during the first week of their assignment to that unit.

B.

The Employer agrees to furnish each new employee in the Unit at the beginning of their first full day of work, a copy of the current NTEU contract and health benefit plan brochure, if supplies are available. The Union shall be responsible for providing adequate supplies of the NTEU health plan brochure to the Employer.

SECTION 12. Annually during the two week period immediately preceding the scheduled "open season" the Employer will provide the employees with a copy of the NTEU Health Insurance brochure and a copy of Form 2809. If insufficient copies are available from OPM to supply to employees, the Union agrees to provide such additional copies as may be necessary. The Employer will allow a representative from the NTEU Health Plan to provide information on the plan during the annual open season. In this regard the Employer will provide a suitable area. The Union will provide copies of the announcement of the time, date and location of the information area and the Employer will display this information. Participation in a health fair sponsored by the Employer will suffice.

SECTION 13.

A.

The Union will be informed of the dates and times that orientation sessions for new hires (employees) will be held by the Employer and will be given an opportunity to attend such sessions using reasonable official time.

B.

On the employees' first day of employment, as part of new hires (employee(s)) orientation, a Union representative may provide a presentation on the Union of up to twenty minutes duration and may distribute literature and SF-187's to the new hires (employees). This presentation will occur during the regularly scheduled tour of duty of the employees at a time and place designated by the Employer. The Employer shall

provide video equipment to permit the Union to show a video during the Union's twenty-minute presentation.

C.

If no orientation session is held, the Union shall be provided twenty minutes to meet with the new hires (employee(s)) of their bargaining unit during the employee(s) first week of duty.

SECTION 14.

The Union will have access to the Employers photocopying equipment. Upon reasonable advance request the Employer will provide the Union with meeting space on the Employers premises as available. Union representatives may utilize the Employer's FAX services to transmit and receive FAX communications from the NTEU National and Field Offices and the Bureau's Fort Worth Facility. The Union agrees that these services should be used reasonably and where deadlines are a factor.

ARTICLE 27

DUES WITHHOLDING

SECTION 1.

This Article is for the purpose of permitting employees who are members of the Union to pay dues through the authorization for voluntary allotments from their compensation and covers all eligible employees: (1) who are represented under this recognition; (2) who are members in good standing of the Union; (3) who voluntarily complete the appropriate allotment form (SF-1187); and (4) who receive compensation sufficient to cover the total amount of the allotment.

SECTION 2.

The Union agrees to assume the responsibilities for:

- (a) Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;
- (b) Purchasing and distributing to its members SF-1187;
- (c) Notifying the Office of Personnel in writing of:
 - 1. The names and titles of officials authorized to make the necessary certification of SF-1187 in accordance with this Article;
 - 2. The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out;
 - 3. Any change in the amount of membership dues (see Section 4a); and
 - 4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination.
- (d) Forwarding properly executed and certified SF-1187 to the Office of Personnel on a timely basis;
- (e) Promptly forwarding an employee's revocation (memorandum or SF-1188) to the Office of Personnel when such revocation was submitted to the Union.

SECTION 3.

The Employer is responsible for:

- (a) Permitting and processing voluntary allotments of dues in accordance with this Article;
- (b) Withholding dues on a biweekly basis;
- (c) Notifying the employee and the Union when an employee is not eligible for an allotment because the employee is not included under the recognition on which the Agreement is based. The Office of Personnel is responsible for this notification;
- (d) Withholding new amounts of dues upon certification from the authorized Union official.
- (e) Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the Payroll Office;
- (f) Providing the following information on the remittance listing:

1. The name of each employee for whom deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period.
2. For each employee or group of employees the following information will be given to the extent applicable:
 - (a) Identification of the employee by local union;
 - (b) Amount withheld;
 - (c) No deduction because employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues.
3. The amount deducted.

SECTION 4.

The effective dates for actions under this Article are as follows:

- (a) Starting dues withholding: Beginning of first pay period after date of receipt of properly executed and certified SF-1187 in Payroll Section.
- (b) Change in amounts of: Beginning of first pay period after receipt of certification in Payroll Office.
- (c) Revocation by employee: Beginning of the first pay period following the employee's anniversary date of payroll withholding of dues. In order to be effective at that time, the SF-1188 must be received by the Employer not more than 30 days prior to or on the anniversary date.

The Employer will provide the Union with a copy of any SF-1188 received within seven (7) days of receipt.

- (d) Termination due to loss of membership in good standing: Beginning of first pay period after date of receipt of notification in Payroll Office.
- (e) Termination due to loss of recognition on which allotment was based: Beginning of first pay period following loss of recognition.
- (f) Termination due to separation or movement to recognition area not covered by this Agreement: (1) if action is effective first day of a pay period, termination of allotment will be at end of preceding pay period; (2) if action is effective on any day other than first day of a pay period, termination of allotment will automatically be at end of pay period.

SECTION 5.

The Employer will deduct Union dues from an employee's back pay award when the following conditions are met:

1. The employee has a voluntary allotment for deduction of Union dues in effect at the time of the action giving rise to the back pay award; and
2. The employee provides to the Employer a written statement authorizing the deduction of Union dues from the back pay award.

ARTICLE 28

BUREAU REGULATIONS

SECTION 1.

The Employer will supply 2 copies of all Bureau rules and regulations to the Union within ten (10) work days of the effective date of this Agreement. Two copies of all changes and/or new rules or regulations will be provided to the Union.

ARTICLE 29

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1.

A.

Employees will be subject to disciplinary or adverse action only for such cause as will promote the efficiency of the service.

B.

A disciplinary action for the purpose of the Article is defined as an oral admonishment, written reprimand, or a suspension of 14 days or less.

C.

An adverse action for the purpose of this Article is defined as a removal, a suspension for more than 14 days, a reduction in grade or pay, or a furlough of 30 days or less.

SECTION 2.

A.

In taking disciplinary or adverse action, the Employer will give due consideration to circumstances or factors relevant to each situation. Factors generally recognized as relevant include the following:

- (1) 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;
- (2) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties;
- (6) consistency of the penalty with those imposed upon other employees for the same or similar offense;
- (7) consistency of the penalty with Bureau's published table of penalties;
- (8) the notoriety of the offense or its impact on the reputation of the Employer;

(9) 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;

(10) potential for the employee's rehabilitation;

(11) mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairments, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

(12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

B.

Not all of these factors will be pertinent in every case, and frequently in the individual case some of the pertinent factors will weigh in the appellant's favor while others may not or may even constitute aggravating circumstances. In determining which disciplinary/adverse action to impose in a particular case, the Employer will strike a responsible balance, within tolerable limits of reasonableness, among those factors.

SECTION 3. Employees have the right to be represented by the Union at any examination which is conducted or monitored by the Employer in connection with an investigation of a bargaining unit member for possible disciplinary action. Prior to beginning the interview with employees who are subject of investigation, they will be advised of the general nature of the interview and their right to Union representation. Once the employee requests Union representation he/she will be given a reasonable amount of time to secure such representation before the examination proceeds.

SECTION 4.

A.

An employee will, in a disciplinary action and upon request, be furnished a copy of that portion of all written documents which contain evidence relied upon by the Employer in formulating the charges and specifications or reasons supporting the proposed action.

B.

The Employer will also supply, upon request, the employee with a copy of those portions of written documents that are favorable to the employee and related to the specifications, charges or reasons. Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act.

C.

If probable cause exists, and is demonstrated to the arbitrator by the Union on appeal, that favorable information provided for in "b" above has not been furnished by the Employer, upon the request of the arbitrator, the information will be furnished to him/her for an "in camera" inspection to be made in conformity with the Privacy Act (5 USC 552A).

Material determined by the arbitrator to be favorable which was not previously furnished to the Union will be furnished to the Union at that point.

SECTION 5. Emergency suspensions shall be effected in accordance with appropriate laws and regulations.

SECTION 6. When the Employer proposes to suspend an employee for 14 days or less the following procedures will apply:

- (a) The Employer will provide the effected employee with 15 calendar days advance written notification of the proposed action;
- (b) The written proposal will contain any and all reasons for the discipline stated specifically and in detail.
- (c) The material on which the notice of proposal of disciplinary action is based including statements of witnesses, documents and investigative reports or extracts will be assembled, copied, and given to the employee at the time the proposal is delivered.
- (d) The employee will be given 10 calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral/or written reply. Reasonable request for extensions will be granted. The written proposal will advise the employee that he/she has the right to representation when making a reply.
- (e) The employee and his/her representative will be given a reasonable amount of official time to prepare replies described above.
- (f) In delivering a reply, the employee may make any representation he/she believes might sway the final decision in the matter.
- (g) Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action. The Employer shall prepare a summary of any oral reply. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) work days from receipt of the written summary to send corrections of the summary to the Employer.
- (h) The final decision letter will contain the Employer's detailed findings with respect to each reason and specification made against the employee in the notice of proposed action.
- (i) Where management has relied upon witnesses to support the reasons and notice of proposed disciplinary action, the Employer will make those witnesses available to the extent it has control over them, for the employee or designated Union representative to question prior to the delivery of the employee's oral or written reply.

SECTION 7. When the Employer proposes to suspend an employee for 14 days or more the following procedures will apply:

- (a) The Employer will provide the effected employee with 30 calendar days advance written notification of proposed action;
- (b) The written proposal will contain any and all reasons for discipline stated specifically and in detail;
- (c) The material on which the notice of proposal of disciplinary action is based including statements of witnesses, documents and investigative reports or extracts will be assembled, copied, and given to the employee at the time the proposal is delivered.
- (d) The employee will be given 20 calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral/or written reply. Reasonable request for extensions will be granted. The written proposal will advise the employee that he/she has the right to representation when making a reply.
- (e) The employee and his/her representative will be given a reasonable amount of official time to prepare replies described above.
- (f) In delivering a reply, the employee may make any representation he/she believes might sway the final decision in the matter.
- (g) Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action. The Employer shall prepare a summary of any oral reply. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) work days from receipt of the written summary to send corrections of the summary to the Employer.
- (h) The final decision letter will contain the Employer's detailed findings with respect to each reason and specification made against the employee in the notice of proposed action.
- (i) Where management has relied upon witnesses to support the reasons and notice of proposed disciplinary action, the Employer will make those witnesses available to the extent it has control over them, for the employee or designated Union representative to question prior to the delivery of the employee's oral or written reply.

SECTION 8. The Employer may hold in abeyance for a reasonable period of time any disciplinary or adverse action more serious than a written reprimand while other personnel actions are being considered.

SECTION 9. When a notice of proposed disciplinary or adverse action or final decision letter is issued to any employee the employee will receive an additional copy which states at the top of the first page:

“THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR NTEU REPRESENTATIVE. PURSUANT TO ARTICLE 29, SECTION 13, A SANITIZED COPY OF THIS INFORMATION HAS ALREADY BEEN PROVIDED TO THE UNION”

SECTION 10. Letters of reprimand will be maintained in an employee’s OPF for no longer than one year from date of issuance. However, if the matter which was cause for the discipline is corrected they may be removed.

SECTION 11.

A. Any suspension or adverse action may be appealed directly to arbitration in accordance with Article 31 of the Labor-Management Agreement. Adverse actions may be appealed to the MSPB in accordance with applicable law, rule, or regulation. If the Union elects to appeal a suspension or adverse action, arbitration must be invoked within thirty (30) calendar days of the Employer’s final decision.

Any other disciplinary action may be appealed through the grievance procedures set out in Article 30.

B. The following general standards shall apply to such appeals:

- (a) An employee will have the right to raise any defense to a disciplinary action applicable by law or regulation;
- (b) The parties agree that the jurisdiction and authority of the arbitrator and the award will be confined exclusively to the validity of the disciplinary action;
- (c) The arbitrator’s decision will be final and binding and he/she will have the authority to make the employee whole, if necessary, to the extent that such remedy is not limited by statute or higher level authority;
- (d) In accordance with MSPB case law, the Employer shall bear the burden of proof by a preponderance of the evidence.

SECTION 12. Written warnings are non-disciplinary counseling statements and shall not be placed in an employee’s Office Personnel File. Written warnings shall not be used to justify a disciplinary action or penalty if the warning occurred more than one year prior to the latest action.

SECTION 13. The Employer will provide the Union with sanitized copies of all disciplinary and adverse action proposal and decision letters given to bargaining unit employees, simultaneously with their issuance to employees. These copies will be provided to the Union regardless of whether the employee is represented by the Union.

ARTICLE 30

GRIEVANCE PROCEDURE

SECTION 1.

A.

A grievance in any complaint by any employee in the bargaining unit concerning any matter relating to the employment of the employee or by any labor organization concerning the effect or interpretation or claim of breach of a collective bargaining agreement or any claim of violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

B.

Excluded from the coverage of the Article will be those matters relating to:

1. Any claimed violation of Subchapter III of Chapter 73 of Title VII of the CSRA of 1978 (relating to prohibited political activities);

2. The classification of any position which does not result in the reduction in grade or pay of an employee;

3. Retirement, life insurance, or health insurance;

4. Suspension or removal for national security reasons;

5. Any examination, certification or appointment;

6. Matters relating to RIF and denial of within grade increases;

7. A preliminary warning or proposal of an action which, if effected would be covered under this procedures or under a statutory appeals procedure;

C.

Grievances may be initiated by employees, singly or jointly; by the Union for itself or by the Union on behalf of employees.

D.

This negotiated grievance procedure shall be the exclusive procedure for bargaining unit employees to seek redress on matters covered, except in cases of adverse action, actions based on unacceptable performance and EEO Complaints where the employee may choose either the negotiated grievance procedure, or the appropriate statutory appeals procedure, but not both.

E.

Employees who believe they have been illegally discriminated against on the basis of race, color, religion, sex, national origin, age or handicapping condition have the right to raise the matter under the statutory procedure of the negotiated grievance procedure of the Agreement, but not both.

When the employee elects to raise the matter under the negotiated grievance procedure, the grievance shall specify the specific nature of the discrimination (for example, race, religion), the facts upon which the allegations are based, and the name(s) of the alleged

discriminating official(s). This information must be raised at step 1 of the grievance procedure. However, the parties may agree to join the allegation to a grievance in process. In cases arising under Article 29 or 35 in which discrimination is alleged, this information must be presented in writing at the oral/written reply stage, even if no other oral/written reply is presented, in order for the allegation of discrimination to be grieved or arbitrated under the terms of this Agreement.

SECTION 2.

A.

It is understood that any employee processing a grievance under this Article shall be limited to Union representation, self representation, or a representative approved by the Union. If an employee presents a grievance without Union representation, the Union will be given the opportunity to be present at all “formal discussions” of the grievance and at the “adjustment” of the grievance. The Union shall be given at least two (2) workdays notice of such meetings when possible. The parties agree that an adjustment must not be inconsistent with the terms and conditions of this Agreement.

B.

The grievant and his/her representative shall be granted a reasonable amount of official time to prepare and present the grievance and to attend arbitration proceedings. Use of such time will be governed by the provisions in Article 6.

C.

In meetings held pursuant to the terms of the Article, each party will be represented by a reasonable number of representatives that will promote discussion of relevant issues and protect the interests of each party. Normally, the number of Union representatives will be along the following guidelines:

Step I: one representative

Step II: two representatives

Step III: A number of representatives equal to the number of Employer representatives subject to a maximum of three (3).

When an inexperienced steward is presenting a grievance at Step 1, the Union may provide an additional representative at that step.

SECTION 3.

A.

The employer recognizes and endorses the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cause any adverse reflection on the employee’s loyalty or desirability to the organization. In the exercise of this right, employees, Union representatives, and witnesses shall be free from any and all restraint, intimidation, interference, coercion, discrimination, or reprisal.

B.

Grieving employees will have the right to be accompanied, represented, or advised by the Union at any stage of the proceeding. The Employer will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union Representative for the purpose of representing to the Employer any matter of concern over the interpretation or application of this Agreement, or of representing this employee before any Government Agency or official other than the Employer.

C.

The term “designated Union representative” as used in the Article shall mean any one of the following Union representatives:

1. President;
2. Chief Shop Steward;
3. Union Stewards;
4. Other individuals authorized by the Union to act on its behalf.

D.

The term “First Line Supervisor” normally means the employee’s immediate supervisor or equivalent.

E.

The term “Second Line Supervisor” normally means the Division Manager/Supervisor or Assistant Division Superintendent.

F.

The term “Third Line Supervisor” means the appropriate Office Chief or Assistant Office Chief.

G.

In cases where the Office Chief is the Step 1 official, the grievance will be advanced to the next administrative level to accommodate a last step.

SECTION 4.

A.

A grievance must be filed within fifteen (15) calendar days after the occurrence of the matter out of which the grievance arose, or fifteen (15) calendar days after the date the aggrieved should reasonably have been aware of the occurrence of the matter out of which the grievance arose. The date of the occurrence or date when the aggrieved should reasonably have become aware of the occurrence, shall not be counted in computing timeliness.

B.

Challenges based on the timeliness of a grievance as required by sub-section “a” above may be made only during the response at the initial step. However, such challenges will not serve to block further processing of the grievance or consideration of its merits.

C.

The written grievance shall include the following:

1. Date Submitted;
2. Name of the grievant and his/her representative, if appropriate
3. An account of the incident giving rise to the grievance;
4. A reference to the article and section of the Agreement, policy or procedure alleged to have been violated; and
5. A detailed statement of the specific remedy sought.

The grievant or his/her representative may amend the grievance to include new issues, if during the first step, information is uncovered which indicated the appropriateness of revising the focus of the grievance. Such amendment must be in writing and must be submitted to the Step 1 official within the time-frame specified for the issuance of the Step 1 decision. The scope and the issues may not, thereafter, be amended absent mutual agreement.

SECTION 5.

Voluntary Grievance Mediation

- A. Either party may request mediation after initial filing of a grievance. Participation in this procedure is purely voluntary in nature.
- B. An FMCS mediator, shared neutral, or an in-house trained mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.
- C. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.
- D. The grievant is entitled to be present at the mediation conference.
- E. Contractual time limits shall be extended up to 21 calendar days (from the date of the initial mediation session) to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.
- F. In the case of disciplinary or adverse actions, voluntary grievance mediation may occur as an intermediary step after the decision of the deciding official but before arbitration. However, nothing in these voluntary grievance mediation procedures shall stay or delay an action, either disciplinary or adverse.
- G. Proceedings before the mediator will be informal, Rules of evidence shall not apply. No record of the meeting(s) shall be made.
- H. The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.

- I. The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.
- J. The mediator will have the authority to meet separately with either party.
- K. Grievances not resolved through voluntary grievance mediation may proceed through the grievance procedure to arbitration in accordance with this Agreement. Any arbitration proceeding will be held as if voluntary grievance mediation had not occurred. Nothing said or done by the Parties or the mediator during the voluntary grievance mediation session may be used or referred to during the arbitration proceedings.
- L. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
- M. Mediation conferences will occur at a location which is agreeable to the parties and the mediator.

STEP I.

The grievance will be first presented in writing to the immediate supervisor. However, in the case of a grievance concerning a leave denial, within grade increase denial, an adverse action, disciplinary action, or an action based on unacceptable performance, the grievance will be filed with the official who issued the final decision in the matter. The grievance may be submitted by the aggrieved and/or the Union Steward. If either party elects to hold a meeting it shall take place within five working days after the grievance is filed. The supervisor shall issue a written decision within five working days following the meeting. In the event neither party elects to hold a meeting, the supervisor shall issue a decision in writing five working days after the filing of the grievance.

STEP II.

An employee dissatisfied with the answer provided in Step I may appeal the grievance in writing within seven workdays to the next administrative level. If such appeal is made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held. If either party elects to hold a meeting, it shall take place within five working days of the notice of appeal from the aggrieved. The aggrieved will be provided with an answer within five working days. If the grievance was submitted in writing, the answer, if given, must be in writing.

STEP III.

An employee dissatisfied with the answer provided in Step II may appeal the grievance in writing within seven (7) working days to the next administrative level. If such appeal is

made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held. If either party elects to hold a meeting, it shall take place within five working days of the notice of appeal from the aggrieved. The aggrieved will be provided with a written answer to the grievance within 14 calendar days. In the event neither party elects to hold a meeting, the supervisor shall issue a decision in writing within five working days after the filing of the grievance. Normally, an Office Chief's decision in grievance represents the final step.

SECTION 6.

A.

The parties may, at each step of the grievance procedure, call a reasonable number of relevant witnesses. Employee witnesses shall suffer no loss of pay for this service. The aggrieved and/or the designed Union Representative, upon request, shall be permitted to inspect and copy pertinent payroll and other records for the purpose of substantiating contentions or claims of the parties.

B.

Evidence which is relevant to the resolution of the grievance may be introduced at any stage of the proceeding prior to arbitration. However, a good faith effort will be made by both parties to produce evidence at the earliest possible date.

C.

The parties recognize the importance of making a complete record during steps of the grievance procedure, including the obligation to produce any and all witnesses who have relevant information on the matter at issue.

D.

When Union makes an information request in accordance with 5USC 7114, the time limits for filing grievance or taking grievance to later steps will be suspended until the information is delivered. Where the Employer takes the position this is not obligated to provide the requested information, the time limits will resume when the Employer notifies the Union in writing. In such an event, if the Union successfully appeals the Employer's refusal to provide information, grievances filed based on such information shall be considered timely if filed within fifteen (15) days of receipt of the information.

SECTION 7.

A.

Workdays mean non-premium, non-overtime days for Unit employees.

B.

Time limits delineated in the Article may be extended by mutual consent.

C.

The parties may mutually agree to waive any item of this procedure.

D.

Written responses to grievances shall be served by the Employer on the grievant and designated Union representative, if any.

SECTION 8. The parties will make every effort to comply with time limits in his procedure. However, recognizing that the purpose of this procedure is to foster amicable solutions to problems in the work place the parties agree to:

1. Grant a reasonable request for any extension of time which is timely made, or;
2. Extend to one another a grace period of up to two days before either nullifying the grievance or moving to the next step.

ARTICLE 30A
INSTITUTIONAL GRIEVANCES

SECTION 1. Purpose

The purpose of this article is to establish an orderly and uniform procedure for the processing and disposition of institutional grievances stemming from the application of the Agreement or law, rule, and regulation.

SECTION 2. Definition and General Provisions

A. "Days" mean calendar days unless otherwise noted.

B. "Institutional grievance" means any complaint by the Union or the Employer concerning the effect or interpretation, or a claim of breach of the provisions of this Agreement relating to the rights and benefits that accrue to either party. Grievances on behalf of employees, or that relate to the employment of employees, or that concern any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment of employees are not institutional grievances within the meaning of this procedure.

C. Grievances must be in writing, signed by the appropriate Union official and filed with the Employer within twenty (20) days of the incident that gave rise to the grievance, or within twenty (20) days from the time the Union learned, or should have learned, of the matter out of which the grievance arose. However, where the grievance is for an alleged violation of Chapter 71 of 5 USC the Union will have one hundred eighty (180) calendar days from the incident to file a grievance.

D. Grievances shall include the following:

1. Date submitted;
2. Name of the grievant and his/her representative, if appropriate;
3. An account of the incident giving rise to the grievance;
4. A reference to the article and section of the Agreement, policy or procedure alleged to have been violated; and
5. A detailed statement of the specific remedy sought.

E. The time limits specified for each step of this procedure shall be computed from the day after the receipt of a grievance or an appeal by the Employer, and from the day after the receipt of a response by the Union.

F. Time limits may be extended, and any step of this procedure may be waived by written agreement of the Employer and the Union.

G. Meetings between the Employer and the Union to process grievances under this procedure, shall be on Official Time unless otherwise agreed.

H. Whenever a grievance is processed through a step where, for any reason, no meeting is held, the Employer will issue its response for such step within ten (10) days of the submission of the grievance to that step.

I. Failure by the Union to comply with the provisions of this procedure will have the effect of nullifying the grievance for lack of prosecution. Failure by the Employer to comply with the provisions of this procedure will have the effect of raising the grievance to the next higher step.

J. Each party will be represented by a reasonable number of representatives that will promote discussion of relevant issues and protect the interests of each party. Normally, the number of Union representatives will not exceed four (4), or the number of Management representatives, whichever is less.

SECTION 3. Voluntary Grievance Mediation

A. Either party may request mediation after the initial filing of a grievance. Participation in this procedure is purely voluntary in nature.

B. An FMCS Mediator, shared neutral, or an in-house trained mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.

C. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

D. The grievant is entitled to be present at the mediation conference.

E. Contractual time limits shall be extended up to 21 calendar days (from the date of the initial mediation session) to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.

F. In the case of disciplinary actions or adverse actions, voluntary grievance mediation may occur as an intermediary step after the decision of the deciding official but before arbitration. However, nothing in these voluntary grievance mediation procedures shall stay or delay an action, either disciplinary or adverse.

G. Proceedings before the mediator will be informal, Rules of evidence shall not apply. No record of the meeting (s) shall be made.

H. The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.

I. The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.

J. The mediator will have the authority to meet separately with either party.

K. Grievances not resolved through voluntary grievance mediation may proceed through the grievance procedure to arbitration in accordance with this Agreement. Any arbitration proceeding will be held as if voluntary grievance mediation had not occurred. Nothing said or done by the Parties or the mediator during the voluntary grievance mediation session may be used or referred to during arbitration proceedings.

L. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.

M. Mediation conferences will occur at a location which is agreeable to the parties and the mediator.

SECTION 4. Union Procedure

Step 1

A. The grievance must be filed with the Chief, Office of Human Resources.

B. Within seven (7) days of the filing of the grievance, the Chief, Office of Human Resources, or designee (and any other management representatives deemed necessary by the Employer) will meet with the Union to discuss the grievance.

C. Within ten (10) days of the meeting, the Chief, Office of Human Resources will issue a written Step 1 response to the Union.

D. If the Union is not satisfied with the response issued at Step 1, the Union may file an appeal with the Assistant Director, Management. Such appeal must be filed within ten (10) days of receipt of the response in Step 1.

E. Within ten (10) days of the filing of the appeal, the Assistant Director, Management, or designee (and any other management representatives deemed necessary by the Employer), will meet with the Union to discuss the grievance.

F. Within ten (10) days of the meeting, the Assistant Director will issue a written last-step response to the Union.

SECTION 5. Employer Procedures

Grievances by the Employer will be submitted in writing to the National President of the Union within twenty (20) calendar days after the particular act or occurrence precipitating the grievance. Upon the request of either party a meeting will be held. The Union will issue a written decision on the grievance within twenty (20) days of submissions of the grievance or meeting, whichever is later.

SECTION 6. Arbitration

A. If either party is not satisfied with the last-step response, they may invoke arbitration, including expedited arbitration.

B. The Union must notify the Director of the Bureau of Engraving and Printing of an invocation pursuant to subsection 5A above the certified mail, return receipt requested, or by in-hand service within thirty (30) days of receipt by the Union of the last-step response. The Employer must notify the National NTEU President in the same manner.

C. Arbitration of grievances filed under this procedure shall be conducted in accordance with applicable provisions of this Agreement.

SECTION 7. Grievability, Arbitrability and New Issues

Except for questions of grievability to arbitrability, issues not raised by either the Employer or the Union at Step 1 of the procedure may not be raised at subsequent steps except by written agreement of the parties.

SECTION 8. Record and Witnesses

A. The parties will have the obligation of making a complete record during steps of the grievance procedure including the obligation to produce any and all witnesses who have relevant information to the matter at issue.

B. Evidence and witnesses that are relevant to the resolution of the grievance may be introduced at any stage of the proceeding prior to arbitration.

ARTICLE 31

BINDING ARBITRATION

SECTION 1. Any matter which may be grieved pursuant to Article 30, Grievance Procedure may be submitted to arbitration for final and binding resolution. Arbitration must be invoked in writing to the Director no later than 30 calendar days following receipt of the decision of the 3rd step official.

SECTION 2. Questions of arbitrability/grievability will be resolved by the arbitrator along with the substance of the underlying dispute in the grievance.

SECTION 3.

(a) No later than five work days following the invocation of arbitration the parties will request the Federal Mediation and Conciliation Service to submit a list of five impartial persons to serve as arbitrators. The parties shall meet within eight working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and then shall repeat this procedure. A coin toss shall determine which party shall strike a name first. The remaining name shall be the duly selected arbitrator.

(b) Upon selection of the arbitrator in a particular case, the respective representatives for the parties will communicate with the arbitrator and each other in order to select a mutually agreeable date of the arbitration hearing. The parties will schedule the hearing within 60 days after arbitration is invoked.

SECTION 4.

(a) The arbitration hearing will be held during the regular day shift hours of the normal basic work week on the Employer's premises when practical, or at any site mutually agreed upon.

(b) A verbatim transcript may be made upon the request of either party. If not mutually agreed to, the requesting party shall pay for the transcript.

(c) The arbitrator's fee shall be borne equally by the Employer and the Union. All other expenses incident to the arbitration proceedings and the expenses of any mutually agreed upon services or site considered desirable or necessary in connection with the arbitration proceedings shall also be borne equally by the Employer and the Union.

(d) The aggrieved, the representative, and all employees called as witnesses will be excused from duty to the extent necessary to participate in the proceedings without loss of pay or charge to annual leave.

(e) The arbitrator's decision will be final and binding, and the arbitrator will have the authority to make an aggrieved employee whole to the extent that such remedy is not limited by statute.

(f) It will be within the sole discretion of the arbitrator to determine who may testify.

(g) Witnesses at a hearing must testify in the presence of the employee and his representative, unless waived by the employee and the Employer's representative.

(h) The hearing shall be open unless either party requests that it be closed.

(i) An arbitrator is vested with the following power and authority to conduct a hearing investigation and issue a decision:

1. The right to order the appearance of witnesses and documents within administrative control of the parties.
2. The right to order the taking of depositions and responses to written interrogatories.
3. The right to examine witnesses and administer oaths.
4. The right to award reasonable attorney fees to the employee or the Union.

SECTION 5. The arbitrator will have no authority to add to, subtract from, amend, or modify any provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement. The arbitrator's authority is also circumscribed as provided elsewhere in this Agreement, and by all applicable statutes, regulations, or orders.

SECTION 6. Awards by arbitrators involving back pay or other monetary awards shall be limited by applicable laws and regulations (Section 5596 (b) of Title 5 U.S.C as amended by Title VII of the Civil Service Reform Act of 1978, Section 702).

SECTION 7. By mutual agreement, the parties may arrange for a prehearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, exchanging lists of proposed witnesses, or waiving the use of transcript.

SECTION 8.

(a) The parties agree that certain cases can appropriately be referred to an expedited arbitration procedure. The parties will send cases to expedited arbitration by mutual agreement.

(b) Within five (5) days of the Union's invocation of arbitration the parties will meet to select an arbitrator. If the parties cannot agree on an arbitrator, the procedures in Section 3 will be utilized. As a condition for selection, the arbitrator must be available for hearing within thirty (30) days and must be willing to render a decision within two (2) weeks of the close of the hearing.

(c) The arbitration hearing shall be held as soon as practical. Normally, one of the arbitrator's three soonest dates will be selected.

(d) No post hearing briefs will be filed. Either party may provide the arbitrator with actual copies of case law (GAO, MSPB, FLRA, Court, other arbitration decisions, etc.) at, or prior to, the hearing.

(e) The arbitrator will render a decision within two weeks of the hearing.

(f) The parties may mutually agree to extend these time limits or make changes to the other procedures described above.

ARTICLE 32

MID-TERM BARGAINING

This Article establishes ground rules for the duration of this Agreement. Nothing in this section shall prohibit the parties from bargaining over ground rules not explicitly covered in this Article.

SECTION 1: General Provisions Applicable to All Mid-Term Bargaining

1. NTEU may have the same number of negotiators at the table as the Bureau, subject to a minimum of 2. Bargaining unit employees at the table shall be on official time for preparation, negotiations, caucuses, and any impasse resolution procedures.
2. Negotiation sessions will be scheduled at such places and times as are mutually agreed. Negotiations will be conducted in Washington, D.C.
3. Unless otherwise agreed, neither new proposals nor changes in the substance of the original proposals shall be submitted by either party after the first day of negotiations.
4. There will be no publicity regarding the negotiations by either party unless and until third parties enter into the process.
5. All agreements are tentative until fully agreed upon.
6. Proposals declared non-negotiable and subsequently found negotiable by the Federal Labor Relations Authority will be timely negotiated by the parties after the finding.
7. For issues that impact the Fort Worth facility, in lieu of having a Fort Worth Representative of the NTEU bargaining unit attend negotiations in person, the parties agree to provide the opportunity for participation in negotiations via video conference hookup through the Fort Worth Bureau Director's facilities. Prior to needing the videoconference hookup, the Union will give the Employer 24-hour notice in order to allow the Employer adequate time to make the arrangements. In the event that the Employer is unable to make the arrangements for use of the video conference facility at the specific time requested, the parties may adjust their negotiation schedule. The Fort Worth representative will be a full participant in the negotiations during the time he or she is participating via video conference. The parties will be reasonable in the amount of time needed for video conference participation.
8. If impasse occurs, either party may request the assistance of the Federal Mediation and Conciliation Service.

9. Either party may submit an impasse not resolved with FMCS assistance to the Federal Service Impasses Panel.

SECTION 2. Mid-Term Changes

This section governs management initiated mid-term changes that arise during the life of the master agreement. Nothing in this article will be construed to limit the union's right to submit mid-term proposals.

1. The Employer shall provide reasonable advance written notice of intended changes in terms and conditions of employment to the Union President or designee. The Employer will provide the Union as much notice of such change as possible.
2. The advance written notice will include the following:
 - A. A brief description of the desired change and its purpose;
 - B. A brief explanation of how this change will be implemented;
 - C. A brief explanation of why the proposed change is being implemented;
 - D. A description of the anticipated impact on employees;
 - E. The proposed implementation date;
 - F. The Agency's chief spokesperson and a point of contact for additional questions or information.
3. Within seven (7) days of the written notice to the Chapter President, the Union shall either request to bargain or request a briefing. The employer will conduct a briefing within three (3) days of the union's request.
4. Within fourteen (14) days of the submission of the request to negotiate or of the briefing, the Union will submit its proposals. If the Union requests information that it does not receive within the fourteen (14) day period, the Employer accepts that the union may need to modify its proposals once it receives that information.

SECTION 3: Mid Term Articles

This section governs bargaining over articles being bargained pursuant to Article 36 section 3.

The parties will exchange proposals within two weeks of receiving or providing notice of the mid-term reopener as set out in Article 36, Section 2.

ARTICLE 33

PROHIBITED PERSONNEL PRACTICES

SECTION 1. An employee who is the subject of a prohibited personnel practice that could be processed under a statutory appeals procedure, may process the appeal of such action under the negotiated grievance procedure.

SECTION 2. In accordance with 5 USC Section 2302, any employee who has the authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority-

(a) Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation;

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

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

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

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

(d) Deceive or willfully obstruct any person with respect to such person's right to compete for employment;

(e) Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

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

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

(h) Take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of-

1. Any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences-

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

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

2. Any disclosure to the Special Counsel of the Merit System Protection Board, or to the Inspector General of an agency or another employee designated by the Executive

Director to receive such disclosures, of information which the employee or applicant reasonably believes evidences-

- a. A violation of any rule, law or regulation, or
- b. Gross mismanagement, a gross waste of funds, and abuse of authority, or a substantial and specific danger to public and employee health or safety;
 - (i) Take or fail to take or threaten to take, any personnel action against any employee or applicant for employment because of the exercise of any appeal right granted by any law, rule or regulation,
 - (j) Discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant; or
 - (k) Take or fail to take any other personnel action if the taking of or the failure to take such action violates any law, rule, regulation, or this Agreement as regards the implementation of merit system principles.

This Article shall not be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

SECTION 3. The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules and regulations and other aspects of personnel management. Any individual to whom the head of an agency delegates authority for personnel management, or for any aspect hereof, shall be similarly responsible within the limits of the delegation.

SECTION 4. This Section shall not be construed to extinguish, or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the civil service under -

1. Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16) prohibiting discrimination on the basis of race, color, religion, sex, or national origin;
2. Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a) prohibiting discrimination on the basis of age;
3. Under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d) prohibiting discrimination on the basis of sex;
4. Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791) prohibiting discrimination on the basis of handicapping condition, or
5. The provisions of any law, rule or regulation prohibiting discrimination on the basis of marital status or political affiliation.

ARTICLE 34

PERFORMANCE APPRAISAL

SECTION 1. This article shall govern the administration of the Employee Performance Appraisal System (EPAS) for all employees within the bargaining unit. The EPAS shall be used to appraise the employees' performance of assigned duties and responsibilities in accordance with applicable laws and regulations. The resulting performance appraisals shall be used by the Employer as a basis for training, rewarding, reassigning, promoting, reducing in grade, granting within-grade increases, and removing employees when such action is warranted. Where inconsistent with BPM Chapter 430, Section 1, this Agreement takes precedence.

SECTION 2.

The following definitions shall apply in the administration of this Agreement.

1. "Critical element" means a component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the critical element would result in the withholding of a within grade increase, performance improvement plan, and may be the basis for removing or reducing the grade level of the employee.
2. "Performance" means an employee's accomplishment of assigned work as specified in the critical elements of the employee's position.
3. "Performance plan" means the aggregation of all of an employee's written critical elements and performance standard(s).
4. "Performance Standard" means a statement of the expectations or requirements established by management for a critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

SECTION 3. Under the current state of the law, the FLRA has determined that the substance of performance standards and critical elements are not negotiable. Consistent with applicable law and regulation, performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question. Timeliness standards should be applied in terms of working days on which an employee is present at work. To the maximum extent feasible, performance standards will be specific, measurable, and observable. Critical elements and standards must be issued annually in accordance with the requirements of this Article, and applicable law, rule, and regulation. Employees will be rated on a comparison of performance with the standards established for the rating period.

SECTION 4.

A.

The Performance Plans issued by the Employer will contain job critical elements and performance standards which meet the following criteria in their drafting and application:

1. They will be consistent with their duties and responsibilities contained in the position description; or when applicable, consistent with an appropriate statement of unclassified duties;
2. They will be consistent with the grade level of the position;
3. They will be reasonable for each position;
4. They will be performance related rather than trait related;
5. They will be attainable at the Achieved Standard and may be exceeded;
6. They will be written so that unacceptable performance can be identified and remedial action justified.

Performance Standards will be in writing at the “Achieved” level of performance, and will be written so that the “Exceeds” level of performance can be understood and achieved. A supervisor's performance expectations will be consistent among similarly situated employees. Upon an employee's request, supervisors will meet with the employees to discuss the supervisor's performance expectations for the employee, and what the employee must do in order to receive a rating of “Exceeds.” This discussion will be confirmed in writing by the supervisor upon the employee's request. The purpose of these meetings or discussions will be to clarify any questions that the employees have concerning their critical elements and standards (for example, explanations or examples of what employees must do to perform at the level above achieved).

SECTION 5.

A.

When the Employer has prepared new or revised critical elements and performance standards, the Union and each affected employee will be provided with a copy of the same.

B.

Within ten (10) calendar days following submission of the proposed critical elements and standards, the Employer shall meet with each affected employee to discuss the proposed critical elements and standards.

C.

The NTEU representative of the employees involved shall be provided with an opportunity to attend the meetings provided for in Section 4B and above that, involve two or more bargaining unit employees. When meetings are held with individual employees, an NTEU representative may attend at the request of the employee.

D.

At the meeting provided for in 4B above, employees and the NTEU representative may raise questions, issues and make recommendations with respect to the following:

- (1) Job elements identified or not identified;
- (2) The levels of quantity, quality, timeliness;
- (3) Expected results and observable work behaviors proposed for the performance standards; and
- (4) Any other issues appropriate to the identification of critical elements and the establishment of performance standards.

E.

Following the meeting, the Employer shall give due consideration to the suggestion and recommendation of the employees involved, and shall issue appropriate job critical elements and performance standards in the form of a Performance Plan to each employee. A copy of the Performance Plan shall be forwarded to the Union. All aspects of all standards, including numerical standards, procedures, or requirements referenced in the standards will be communicated to affected employees, or made available to the employees at the work site.

F.

The Union reserves the right to negotiate over the changed critical elements and standards to the extent consistent with applicable law at the conclusion of the process described in subsections (a) through (e) of this section.

SECTION 6.

A.

The final written Performance Plan will be provided to each employee. At the time the plan is provided to the employee, the supervisor and the employee shall discuss the plan and its critical elements in an attempt to avoid any subsequent misunderstanding about the performance levels that are expected during the coming appraisal period.

B.

The employee will sign a copy of the plan, at the time it is provided to him. The employee's signature on the plan merely indicates that he has received a copy of the plan and does not mean the employee agrees with the plan.

C.

The employee may attach such comments as he/she may desire to the Performance Plan.

D.

The Performance Plan will be provided to the employee within thirty days of the beginning of the annual appraisal period.

E.

If the Performance Plan is communicated to the employee after the time established in 6D above, the plan will be adjusted for the amount of days into the period that it is late. An employee must be under a performance plan for at least ninety (90) days prior to being rated on that plan.

SECTION 7. The appraisal period for employees covered by this Article is one year in length, beginning October 1 and ending September 30 of each year. All performance appraisals under this Article must be completed within one month after the end of the appraisal period (by October 31 of each year).

SECTION 8.

A. At least once during each annual appraisal period, the supervisor shall provide each employee with a mid-year Progress Review. The Progress Review covers the period from October 1 through the following March 31. The initial Progress Review must be completed within one (1) month after the end of the mid-period (by April 30 of each year).

B. The Progress Review shall cover the entire Performance Plan. During the Progress Review the supervisor will discuss and provide to the employee his specific written assessment of how the employee is accomplishing the Performance Plan. Employees shall be informed of their level of performance by comparison with the performance elements and standards established in the Performance Plan. No summary rating will be assigned on the Progress Review.

C. If an employee's performance falls below the achieved standard at anytime during the appraisal cycle on one or more critical elements and/or the overall rating declines, a progress review will be conducted. The employee will be informed in writing of performance deficiencies, and advised of possible consequences of unimproved performance.

D. Both the supervisor and the employee will sign the Progress Review. The employee's signature on the Progress Review indicates that it has been communicated to him/her, and does not indicate agreement with the review.

E. The Employer recognizeS that continuous performance feedback/counseling is desirable for both employees and managers. Such feedback/counseling, both positive and negative, can be in the form of written documentation or verbally in the area(s) of deficiency. Special attention should be paid to those cases where an employee's performance has seriously deteriorated from previous levels.

SECTION 9.

A. At the conclusion of the annual appraisal period, the supervisor will prepare a written performance appraisal. The appraisal will consist of a brief narrative on each standard, including an assessment of whether the employee meets, exceeds or fails to meet the achieved standard for each of the standards set forth in the Performance Plan.

B. After Higher Level Review the written performance appraisal will be provided to the employee at the appraisal interview. The interview will include a discussion of the

employee's overall achievements with respect to each critical element and standard, as well as the determination of the employee's summary rating.

C. Both the rating official and the employee will sign the Performance Appraisal. An employee's signature on the appraisal means that he/she has received a copy of the appraisal and does not mean that the employee agrees with the appraisal.

D. The employee may add such comments as he/she may desire in space provided on the appraisal form. An employee has up to five work days in which to enter such comments.

E. When evaluating employees under established performance standards, the employer must take into account all other assignments of work, lack of training, frequent, authorized interruptions of normal work duties, availability of resources and time spent performing authorized Union representation functions.

F. Each performance appraisal will include an overall job performance rating by assigning one of the three summary rating levels, established and determined by the Employer, as follows:

EXCEED STANDARDS: one half or more critical elements are rated Exceeded Standards and no critical element(s) are rated unacceptable.

ACHIEVED STANDARDS: less than one half of the critical elements are rated Exceeded Standards and no critical element(s) are rated unacceptable.

UNACCEPTABLE: did not achieve standards: one or more critical element(s) are rated unacceptable.

SECTION 10.

A. The Employer recognizes that, pursuant to 5 USC 4302, performance standards must, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question.

B. The Employer has determined that, to the maximum extent feasible performance standards must be specific, observable and measurable. The performance standard, through its description of the goal in terms of quality, quantity or timeliness, must provide a clear means of assessing whether objectives have been met.

SECTION 11. In addition to the formal Progress Review and the annual Performance Appraisal, special performance reviews will occur:

A. When an employee has been detailed or temporarily assigned to a different position for ninety (90) consecutive days or longer;

B. When a supervisor leaves his/her position more than ninety (90) days after the Progress Review or the Performance Appraisal, and the employee requests, and the supervisor has adequate time to perform a full and fair performance review.

C. When the employee is reassigned, promoted or demoted to a different position more than ninety (90) days after the Progress Review or the Performance Appraisal; and

D. When an acceptable level of competence determination must be made more than ninety (90) days after the Progress Review or the Performance Appraisal, if current performance in any critical element is less than achieved standards.

SECTION 12. An employee whose performance on a critical element has been determined to be deficient will be notified in writing and given an opportunity to improve prior to a notice of proposed action based on unacceptable performance being issued.

The written notice will set forth:

A. The possible consequences of unimproved performance.

B. The critical elements and performance standards for which performance is unacceptable and the basis for this determination;

C. Advice as to what the employee must do to bring performance up to an acceptable level;

D. A statement that the employee has a reasonable period of time, but never less than sixty (60) calendar days, in which to bring performance up to an acceptable level; and

E. What the Employer will do to assist the employee to improve the allegedly unacceptable performance. This may include training, closer supervision, revision of assignments, or other appropriate measures.

SECTION 13.

A. The official copies of the Performance Plans, Appraisals and Performance Improvement Plans shall be maintained in an Employee Performance Folder (EPF). Supporting and related documentation shall be placed and kept up to date in a secured file maintained by the first-line supervisor. Upon request, employees and/or their designated representatives shall be provided the opportunity to review this supervisory file and/or obtain copies of documents from that file.

B. The EPF, and the materials contained therein, shall be made available only to agency officials with a need for such information. The information in the EPF shall be safeguarded and released only for the purposes listed in the Office of Personnel Management's Privacy Act Notice covering Employee Performance Folders.

SECTION 14. Any employee aggrieved by an appraisal under this Agreement may appeal such appraisal only under the Grievance and Arbitration Articles established by this Agreement.

ARTICLE 35

UNACCEPTABLE PERFORMANCE

SECTION 1.

(a) An action based on unacceptable performance, for the purpose of this Article, is defined as the reduction in grade or removal of an employee whose performance fails to meet established performance standards in one or more critical elements of his/her position.

(b) This Article applies only to bargaining unit employees who have completed their probationary or trial period.

(c) No bargaining unit employee will be the subject of an action based on unacceptable performance unless that employee's performance fails to meet established performance standards in one or more critical elements of his/her position.

(d) The Union shall be given the opportunity to be represented at any examination of an employee in the Unit by a representative of the agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

SECTION 2.

(a) In all cases of proposed action based on unacceptable performance, the employee will be given written notice identifying specific instances of unacceptable performance on which the proposed action is based thirty (30) calendar days in advance of the action.

(b) In all cases of proposed action based on unacceptable performance, the employee will be given the opportunity to respond orally and/or in writing to the charges prior to a decision on the charges, provided the employee requests an oral reply within ten (10) calendar days of receipt by the employee of the letter of proposed action, and provided that any such oral and/or written reply be received by the Employer within a reasonable period of time after receipt by the employee of the letter of proposed action.

(c) If the proposed action is removal and the employee elects to make an oral reply, the Employer will make a verbatim transcript of the oral reply and will provide a copy to the employee or designated representative upon request. If the proposal is to downgrade an employee and an oral reply is made, the Employer will provide a summary of the oral reply. The employee will receive a copy of the summary and an opportunity to submit corrections.

(d) The advance written notice proposing either to remove or downgrade an employee for unacceptable performance will include:

1. Specific instances of unacceptable performance by the employee on which the proposed action is based;
2. The critical element(s) of the employee's position involved in each instance of unacceptable performance;
3. The performance standard(s) involved in each instance of unacceptable performance of the employee's Position;

4. A statement of the employee's right to be represented by an attorney or representative;
5. A statement of the employee's right to answer orally and/or in writing;
6. A statement of the employee's right to review the material relied upon to support the reasons in the notice.

SECTION 3.

- (a) An employee will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by the Employer which form the basis for the reasons and specifications.
- (b) If the action is based on the investigative report, portions of all written documents from the investigation report, which directly relate to the specifications and are favorable to the employee will be furnished to the employee upon request.
- (c) If probable cause exists and is demonstrated to the arbitrator by the Union on appeal that favorable information provided for in subsection (b) above has not been furnished by the Employer, upon the request of the arbitrator, the information will be furnished to him/her for an "in camera" inspection to be made in conformity with the Privacy Act (5 USC 552A). Material determined by the arbitrator to be favorable under the criteria of (b) and not previously furnished to the Union will be furnished to them. Rules of confidentiality imposed and interpreted by the Employer will be followed by the arbitrator.

SECTION 4.

- (a) An official who sustains the proposed reasons against an employee in an action based on unacceptable performance will set forth his/her findings with respect to each reason and specification against the employee in his/her final decision letter.
- (b) In an action which an employee has been removed or downgraded based upon unacceptable performance, such action must be supported by substantial evidence.
- (c) The final decision in the case of a proposed action to either remove or downgrade an employee based on unacceptable performance will be made no later than thirty (30) calendar days after the expiration of the advance notice period as specified in Section 2. This thirty (30) day period may be extended for an additional thirty (30) days in accordance with applicable OPM regulation. It will be based only on those instances of unacceptable performance addressed in the proposal letter to the employee, and which occurred during the one (1) year period ending on the date of the proposed letter.
- (d) The final decision regarding a proposed action based on unacceptable performance will be concurred in by an official in a higher position than the official who proposed the action.

SECTION 5.

- (a) If an employee is the subject of an action based upon unacceptable performance, the Employer agrees to stay the action for a reasonable period of time to allow a determination to be made on any application for disability retirement, if it is determined by the Employer that the application for disability retirement has no reasonable probability of being approved, the action may be processed.

(b) If the Office of Personnel Management approves the application for disability retirement of the employee covered by "a" above, the employee may at his/her option request to use his/her available sick leave prior to retiring. Absent unusual problems (i.e. staffing problems) such requests will be granted.

SECTION 6.

If the Employer's final decision is to effect an action based on unacceptable performance against a bargaining Unit employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law, or with the consent of the Union to binding arbitration. Under no conditions may an employee appeal an action based on unacceptable performance to both MSPB and arbitration.

(a) If an employee elects to appeal an unacceptable performance action to arbitration, the Union must give the Employer notice of its decision within thirty (30) calendar days of the employee's receipt of the Employer's final decision.

(b) The notice of appeal must be given by certified mail or by hand delivery to the appropriate deciding official.

(c) The burden of proof in any arbitration over this matter will be substantial evidence.

ARTICLE 35A

ACCEPTABLE LEVEL OF COMPETENCE

SECTION 1.

In accordance with applicable law, an employee shall be advanced in pay to the next higher step of his/her grade upon meeting the following requirements:

1. The employee must have completed the required waiting period;
2. The employee must not have received an equivalent increase in pay during the required waiting period; and
3. The employee's work must be of an acceptable level of competence in each of the critical elements of his/her position (that is, the employee's performance is Fully Successful).

SECTION 2.

(a) If an employee has not been informed of the requirements for successful performance in his/her current position, at least ninety (90) days in advance of the completion of the required waiting period, and has not been given a performance rating in any position within the ninety (90) days prior to the completion of the required waiting period, the acceptable level of competence determination will be postponed until ninety (90) days from the date on which the employee has been informed of his/her current elements and standards. If during or at the end of this period it is determined that the employee's work is at an acceptable level of competence, the within-grade increase shall be made retroactively as of the date the waiting period was completed.

(b) When a supervisor's review leads to the conclusion that an employee's work is not at an acceptable level of competence, the employee will be provided with the following in writing within a reasonable period of time, never less than sixty (60) days before the employee will have completed the required waiting period.

1. Notice of the critical element(s) and performance standard(s) in which the employee's work is less than fully successful;
2. Examples of less than fully successful performance on which the action is based;
3. Advice as to what the employee must do to bring performance up to the fully successful level;
4. A statement that the employee's performance may be determined as being less than fully successful unless improvement to a fully successful level is shown; and
5. A statement that the within-grade increase will be withheld unless the employee's work is at an acceptable level of competence by the end of the waiting period.

SECTION 3.

If the employee's performance becomes fully successful the notice given will be cancelled. If the employee's performance is not at an acceptable level of competence, the Employer will notify the employee in writing that the within-grade increase will be withheld. The notice will include:

1. The reasons for the negative determination and the areas in which the employee must improve in order to receive a within grade increase in the future;
2. A statement concerning the employee's right to seek reconsideration within fifteen (15) days;
3. The name of the official to whom the request for reconsideration is to be submitted;
4. A statement concerning the employee's right to seek representation and/or assistance for the request for reconsideration.

SECTION 4.

(a) Neither the substantive nor the procedural aspects of this article may be grieved until an acceptable level of competence determination is final. The acceptable level of competence determination will be considered final when a reconsideration decision is due or issued. A reconsideration decision shall be considered due thirty (30) days from the date of the Employer's receipt of an employee's written request for reconsideration. The grievance procedure will begin one step above the reconsideration official. If the reconsideration official also represents the final step of the grievance procedure, the level of competence determination is appealable directly to arbitration.

(b) In the event an employee disagrees with the Employer's determination as to whether the employee has satisfied the within-grade waiting period, the employee may grieve the denial of the within-grade increase within fifteen (15) days of becoming aware of the Employer's determination.

SECTION 5.

Any alleged violation of the terms of this article which results in a new acceptable level of competence determination will provide for retroactivity of any pay increase, unless prohibited by applicable law or higher agency regulation.

SECTION 6.

When a within grade increase has been withheld, the Employer may, at any time thereafter, prepare a new rating of record for the employee and grant the within grade increase when it is determined that the employee has demonstrated sustained performance at an ALOC. An annual performance appraisal of fully successful or better will result in a prospective grant of the within grade increase. A new rating of record will be prepared for an employee who has had a within grade increase withheld at the mid year performance review if the employer determines the employee's performance is fully successful or better. An employee may request, and the Employer will prepare, a new rating of record at any time during the appraisal cycle when it is determined that an employee has sustained performance at an ALOC.

ARTICLE 36

LABOR-MANAGEMENT RELATIONS COMMITTEE

SECTION 1.

(a) The parties recognize the negotiation of a formal agreement is but one element of a successful and effective labor-management relationship. Therefore, it is agreed that a Labor-Management Relations Committee is established for the purpose of exchanging information and discussing appropriate matters including personnel practices, policies, or working conditions.

(b) The LMR Committee shall consist of up to two Union Representatives. The Employer may provide as many representatives as it wishes. Union representatives shall receive reasonable official time to attend such LMR committee meetings. All time spent in LMR committee meetings will be official time.

SECTION 2.

(a) The LMR committee shall normally meet quarterly and more frequently if mutually agreed upon. Meetings may be cancelled or rescheduled by mutual consent. To facilitate meaningful discussions, both parties should submit agenda items (generally with a brief description) at least three workdays in advance of the scheduled meeting.

(b) Matters not on the agenda may be discussed by mutual consent. If no agenda items are submitted by either party, the meeting shall be cancelled.

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

ARTICLE 37

AWARDS

SECTION 1. BACKGROUND AND PURPOSE

The awards program reflects the Bureau's commitment to promote continuous quality and productivity throughout the Activity. The Awards Program is designed to recognize employees, as individuals or as members of a group on the basis of a suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or improvement of Government operations. It is also designed to encourage employees to take an active part to reinforce and foster pride in workmanship and the Bureau's standards in accomplishing its mission, goals, and objectives. It is the policy of the BEP to encourage all employees (including summer and part-time employees) to participate in improving the efficiency and economy of Government operations as well as communications and services to the public. Accordingly, the Bureau will urge supervisors to utilize the Awards Program as an effective means of motivating employees and providing positive feedback.

SECTION 2. AWARD BUDGET

The Bureau has the sole discretion to establish the overall awards budget, normally at the beginning of the awards cycle. The awards budget may be modified during the year because of budgetary concerns.

SECTION 3. PURPOSES

The parties agree that the awards program should:

- A. Foster the confidence of employees that the program recognizes employees based on superior accomplishments and contributions.
- B. To the extent possible and within financial management goals be designed to recognize superior accomplishments throughout the year, and as close in time to the accomplishment as feasible.
- C. Further the goals of the Bureau and reward those individuals or groups/teams whose superior accomplishments personify and reinforce the mission of the Bureau.
- D. Bureau supervisors are responsible for recommending the type of award the employee should be granted and the appropriate award amount. Decisions as to the granting of Awards under this Article are within the discretion of the Bureau but may be grieved under the negotiated grievance procedure set forth in Article 30. The Bureau agrees that its awards program will be conducted in a fair and equitable manner.

SECTION 4.

Awards will recognize specific superior achievements. Superior achievements are defined as those accomplishments, not within the scope of the employee's ordinary duties, which (a) significantly reduce costs, which reductions can be documented; (b) increase Bureau efficiency and productivity; or (c) have a proven and documented positive impact upon the Bureau's operations and accomplishment of its mission.

SECTION 5. SPECIAL ACT AWARDS

A. A Special Act Award is a monetary award which may be granted to individuals or groups of employees for making a significant contribution to the interests of the Bureau of Engraving and Printing, the Department of the Treasury or the Federal Government as a whole. This act or service should be so significant that special recognition is clearly justified. A special act or service is a defined single action or series of actions within a short timeframe, within or outside of the normal duties performed. Examples of special acts or services that may be considered for an award are:

- (1) Performances which have involved overcoming unusual difficulties;
- (2) Creative efforts that make important contributions to technology or research;
- (3) Performance of assigned duties with special effort or special innovations that result in significant economic savings or other highly desirable effects; and/or
- (4) Exemplary or courageous handling of an emergency situation related to official employment.

B. The Bureau has decided that smaller Special Act Awards (formerly On-The-Spot-Awards) of currently up to \$125.00 may be recommended by supervisors and approved by Office Chiefs. These give supervisors the opportunity to provide immediate feedback to their employees when they observe, or become aware of, exceptional performance. It is intended to reward exceptional performance by employees who perform one-time or special work accomplishments with exceptional high quality. Achievements that are recognized with such awards should be short in duration (e.g. two weeks or less) and should significantly exceed the expected requirements of the special job or project.

Examples include situations where employees:

1. Performed added or emergency assignments, in addition to their regular duties, in an exceptional manner.
2. Executed extraordinary initiative or creativity in addressing a critical need or difficult problem.

These awards may currently be issued up to \$125.00. As with any other awards, the award may be subject to applicable taxes and other deductions.

SECTION 6. QUALITY STEP INCREASES

Due to long-term cost factors, Quality Step Increases are awarded on a case-by-case basis where an employee has made a significant and exceptional contribution to Bureau operations far above the duties of the position of record. The granting of a Quality Step Increase requires the employee to receive the full amount of a step increase. The following provisions must be met for the granting of the Quality Step Increase:

- (1) All elements in the employee's latest performance rating must reflect performance at the "exceeds standards" level;
- (2) The employee has not received a quality step increase within the past 52 weeks;
- (3) The employee is not at the top step for the grade level his position occupies on the appropriate pay scale;
- (4) The employee has not received a promotion within the past 90 days or has not been promoted for performance that recognizes the same performance that the Quality Step increase is being recommended for;
- (5) The performance the employee is being recognized for gives promise to being continued at the same high level in the same position (i.e. the award is based on both past and projected job performance);
- (6) The employee is not receiving the award based on performance in a position he/she is detailed into;
- (7) The written justification for the award, which must be submitted to the appropriate Approving Official no more than 30 days after contribution, must demonstrate that the employee's performance improved Bureau organizational efficiency and effectiveness.

SECTION 7. OTHER REQUIREMENTS

1. A supervisor's recommendation for an award is a nomination and the granting of the award is not mandatory.
2. Higher level supervisors may overrule the type of award and/or the amount that has been recommended at the lower level. Thus, they may recommend a different award or in the case of a cash award, the amount of the award.
3. Employees with less than six months of service at the BEP are ineligible for Special Act Awards.

4. No employee may receive more than one monetary award for the same action.

SECTION 8. GAINSHARING AWARDS

A. Employees will receive gainsharing awards according to the guidelines set out in the Bureau's "Proposal for FY 1999 BEP-Wide Gainsharing Plan," submitted in January 1999 by the Gainsharing Committee.

B. Future annual payouts will similarly be made under the above-mentioned policy whenever such payments are made unless the parties agree otherwise.

C. BEP will provide NTEU with quarterly reports of cost savings relative to the goals within 15 calendar days of the end of each quarter.

D. Within thirty days of the end of each fiscal year, BEP will provide NTEU with a report:

1) detailing the computation used to determine the amount of gainsharing award, if any, to be paid to employees; 2) describing the proposed gainsharing formula for FY 2000; 3) any other information requested by NTEU to assess the success of the FY 1999 Gainsharing Program.

E. The NTEU may reopen and renegotiate the gainsharing policy at the end of calendar year 2000. Such reopening, if any, will not count as one of the three issues that can be reopened pursuant to the contractual mid-term reopener clause. Such opening would be limited strictly to gainsharing.

F. Thereafter, the union would be free to reopen the awards article of the contract pursuant to mid-term reopener clause, however, the parties will not in any way disturb the good faith agreement reached or imposed in gainsharing negotiations described in No. 1 above.

SECTION 9. TIME-OFF AWARDS

A Time-Off award is time off work without charge to leave. A time-off award is intended to recognize employees who demonstrate the following type of achievements:

1. Making a high-quality contribution involving a difficult or important project or assignment;
2. Displaying special initiative and skill in completing an assignment or project before the deadline;
3. Ensuring that the mission of the Service is accomplished during a difficult period by successfully completing additional work on a project assignment while maintaining the employee's own workload.

ARTICLE 38

PROBATIONARY EMPLOYEES

SECTION 1.

A. The Employer has determined that in addition to the mid-year progress review, probationary employees will be advised of their progress prior to the end of the tenth (10th) month of their probationary period. During this period, efforts shall be made to provide the employee with the necessary counseling/assistance to help adjust to the new work environment.

B. The Employer has determined that a letter of termination will advise probationary employees of their statutory appeal rights.

C. The provisions of this Agreement apply to probationary employees, except those provisions which would be inconsistent with law, rule or regulation.

SECTION 2. The Employer has determined that probationary employees may choose to voluntarily resign in lieu of termination at any time prior to the date of their termination. If the probationary employee voluntarily resigns, the employee's Official Personnel Folder will only reflect the voluntary resignation.

ARTICLE 39

FLEXIPLACE PILOT PROGRAM

Flexiplace Program

SECTION 1. General

The parties agree that the implementation and administration of the BEP Flexiplace Pilot Program will be governed by applicable law, Government-wide rules and regulations and this article. The Flexiplace Pilot Program will go into effect within sixty days after the effective date of this contract and shall remain in effect for one year. At the completion of ten months of this Program, the parties shall meet to discuss and evaluate the success, costs and benefits of this program, including ways in which the program could be modified to make it more efficient. Either party may invoke negotiations up to 30 days after the end of the one-year period. If a party invokes negotiations, it will provide the other party with specific proposals within the 30-day period. The pilot will remain in effect until the parties have concluded bargaining, including any impasse procedures; provided, however, that if the parties fail to reach agreement within six months, either party may terminate the pilot.

Introduction of and participation in the Flexiplace Program will not otherwise change the conditions of employment established by this Contract, law, rule, and regulation or past practice.

SECTION 2. Definitions

- A. "Flexiplace" is defined as a voluntary program which enables employees to periodically perform specific assignments working one or more days a week at an Alternate Duty Station with supervisory approval. All employees using Flexiplace are required to spend at least one or more days per work week working at their normal duty station, unless an exception is approved in writing by their supervisor.
- B. "Alternate Duty Station" (ADS) is defined as a specific room or area within an employee's primary residence.

SECTION 3. Criteria

Employees who meet the criteria below are eligible to request participation in the program:

- A. The employee requested participation.

- B. The employee has maintained rating of record of “Achieved” or higher for the past year.
- C. The Employee has not been disciplined for misconduct during the past year.
- D. The employee has workspace and utilities at home suitable for performing work.
- E. The employee is willing to sign and abide by the Flexiplace Program Agreement concerning participation in the Flexiplace Program (see Section 5 for details).
- F. The employee has worked under the current (approving) supervisor for a minimum of 120 days.
- G. The employee is not in a training status.

SECTION 4. Approval

Approval for participation in the Program is within the discretion of the Bureau and will be approved only where it is beneficial to both the Bureau and the employee; however, the Bureau will not consider or discriminate against employees on the basis of race, sex, color, national origin, religion, age or disability in approving/denying participation. Denial of participation in Flexiplace may be grieved under Article 30 of this Agreement. Upon request, an employee will be provided in writing the reasons for denial of participation.

Section 5. Policy

- A. Employee participation is voluntary and subject to management approval. All Flexiplace arrangements must be in the best interests of both the Bureau and the employee. For that reason, work suitable for specific Flexiplace Assignments are those which may be performed more efficiently at the ADS.
- B. Employees must have a safe and adequate worksite at home that is free from interruptions and that provides the necessary level of security and protection for government property.
- C. Employees may not use duty time for any purposes other than official duties. Flexiplace is not a substitute for dependent care (i.e., childcare or elder care) and may not be used to provide dependent care during working hours. Violation of these policies may be a basis for disciplinary action, termination from the Flexiplace Program, or both.
- D. Work assignments must be portable and can be performed effectively outside of the office. Classified work may not be performed at the ADS.

- E. Telephone services must be determined by BEP to be essential to the Bureau's mission in order to be provided. If that determination is made, employees will be reimbursed for telephone installation, services, and maintenance. The employee will make arrangements with the local telephone company regarding installation and payment of telephone services. The employee will submit an SF-1164, Claim for Reimbursement, for expenditures on official business for the authorized cost associated with telephone services on a monthly basis.
- F. The Bureau may at its discretion place government owned computers and telecommunications equipment in the ADS, but the government retains ownership and control of hardware, software, and data. Such equipment is for official use only. If such equipment is necessary in order to complete assigned tasks, the unavailability of such equipment may be a basis for denial of participation in the program or denial of approval to perform a particular assignment at the ADS.
- G. In the event of theft, damage, or loss of Government owned equipment, the employee may be held liable only if he/she was negligent in the care/safeguarding of such equipment or the employee's violation of the Flexiplace Program Agreement contributed to the loss. In all circumstances of theft, damage or loss, employees are required to cooperate in any investigation conducted by the Bureau or local police authorities.
- H. A Flexiplace employee's official duty station continues to be his/her regular office, not the ADS. Entitlement to locality based payment, special salary rates, travel allowances and relocation expense will be based on the official duty station.
- I. While employees are working at their ADS, they are expected to be involved in ongoing communication with others at the office. This may include giving or receiving information, responding to questions, etc. Accordingly, employees must be available by phone during normal working hours and may be contacted by their supervisor on an as needed basis.
- J. Employees are expected to be at the ADS on the job during the time scheduled in the Flexiplace Program Agreement. Employees may not change their ADS hours of work or leave the ADS during the scheduled workday without supervisory approval.
- K. Flexiplace may not be suitable for all employees or for all work assignments. Flexiplace is most suitable for employees who can function independently and have demonstrated dependability. Work may not be suitable for Flexiplace if the employee needs frequent face to face contact with the supervisor, other employees, clients, or the general public; if the employee needs frequent access to equipment or information which cannot be moved from the regular office; if the Agency cannot provide any special facilities or equipment that are necessary; or if it would be costly for the Bureau to duplicate the level of security at the alternative workplace.

SECTION 6. Flexiplace Program Agreement

Prior to participating in the Flexiplace Program, employees will be required to complete, on a one-time basis, a Flexiplace Program Agreement (see Exhibit 1). This request must be submitted at least 30 days prior to the first request for a Flexiplace assignment. However, a new Flexiplace Program Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor). This Agreement will provide employees with sufficient information concerning the Flexiplace Program so as to make an informed decision. This information will include:

1. Privacy Act/security provisions;
2. Personal and financial liability;
3. Leave rules and overtime;
4. Time and attendance requirements;
5. Project guidelines and related material.

Employees will signify that they have volunteered to participate in the Flexiplace Program and will abide by the Flexiplace provisions by signing and dating the Flexiplace Program Agreement.

SECTION 7. Flexiplace Program Work Assignment Request

A. If an employee is approved to take part in the Flexiplace Pilot program, the employee will submit a separate request for each specific assignment to be performed at the ADS on the Flexiplace Work Assignment Request Form (Exhibit 2). The request will describe the nature of the duties to be performed and the specific day(s) involved. The request will be submitted to the supervisor for approval, no later than five workdays prior to the proposed date for initiating the Flexiplace assignment.

B. Approval of a Flexiplace Program Work Assignment Request is solely and completely within the discretion of the Bureau. However, the following criteria are relevant in considering a request to perform a work assignment at the ADS:

1. Whether the work is portable, may be performed away from the official workplace either in whole or in part, and can be evaluated by the supervisor.
2. Whether the employee's absence from the workplace would interrupt office operation or negatively affect the efficiency of operations.
3. Work suitable for Flexiplace depends on job content, rather than job title, type of appointment, or work schedule. For example, Flexiplace is feasible for work that requires thinking or writing, for telephone intensive tasks (may not be cost effective if long distance calls are involved) and for computer oriented tasks.

C. A Flexiplace assignment may only be approved for a short-term trial period of no more than thirty days. At the completion of each assignment the employee and the supervisor will complete the second section of Exhibit 2.

D. The employee may not use the **BETMUS** system as part of any Flexiplace assignment.

SECTION 8. Performance Assessment

At the completion of the Flexiplace assignment, the employee and the supervisor will both complete section 2 of Exhibit 2, documenting whether the Assignment was completed in the time allowed, and, if not, the reasons why the assignment was not completed. Failure to complete a Flexiplace Assignment in the time allowed may be a basis for denying an employee's subsequent requests to perform assignments at the ADS or removal from the program.

SECTION 9. Removal from Program

The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement, and/or a decline in performance. Employees can also be removed for not adhering to the guidelines for completion of work set forth in Exhibit 2. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal, using the format in Exhibit 3. An employee who is removed from the Program may apply for readmission after a period of six months.

When an employee's performance becomes unacceptable, he/she will be automatically removed from the program. When the employee raises his performance to the acceptable level again for a period of one year, he/she may reapply for Flexiplace Program participation.

SECTION 10. Problems Affecting Work Performance

Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

SECTION 11. Hours of Work and Leave

Employees performing work at the ADS may not be on an Alternative Work Schedule and are subject to the same maximum workday limits as they would be if they were performing work at the official duty station, consistent with Article 8 of this Agreement. The specific dates and hours worked at the ADS must be agreed to by the supervisor and employee. Employees performing work at the ADS are not ordinarily authorized to work

overtime and are prohibited from working overtime except in special circumstances (e.g., to meet priority needs of the Agency). In these situations, prior approval must be obtained from the supervisor.

Employees performing work at the ADS will follow established procedures for requesting and obtaining approval of leave, consistent with Articles 10 to 14 of this Agreement.

SECTION 12. Group Dismissals

A. A Flexiplace employee will not ordinarily be affected by an emergency requiring the regular office to close. For example, on a snow day, the Flexiplace employee will not ordinarily be excused unless he or she cannot perform work because the regular office is closed. Accordingly, absent prior supervisory approval, an employee scheduled to work at the ADS will not be granted Administrative Leave when the Bureau is closed due to an emergency. If an emergency (such as a loss of power) affects only the ADS for all or a major portion of a day, the Bureau may require the employee to report to the regular office, approve annual leave, LWOP, or authorize an excused absence.

B. Early Dismissals. On days when an early dismissal occurs, an employee who is working at an ADS site is required to perform her/his full ADS schedule.

SECTION 13. Medical Flexiplace

a. Medical Flexiplace is a Flexiplace arrangement in which an employee with a medically disabling condition may be assigned to work at an alternative duty station, after review and approval by the Bureau based upon appropriate medical documentation. Under such circumstances, the Bureau may waive any of the requirements above as appropriate. In addition, the following guidelines apply.

b. A Medical Flexiplace assignment may be approved for a period of time not to exceed three months, and may be extended if the medical need and the medical requirement continue to exist.

c. Work may be assigned or completed under Medical Flexiplace on a full time basis or in conjunction with an employee's use of sick leave, annual leave, or leave without pay.

d. A Medical Flexiplace arrangement is appropriate for employees on maternity leave whose medical condition precludes them from working at the normal worksite.

e. "Medically disabling condition" means that the employee meets the definition of a "qualified individual with disabilities," as defined under 29 C.F.R. § 1614, except that (a) the medically disabling condition will normally be temporary

rather than permanent; and (b) employees on maternity leave whose medical condition precludes them from working at the traditional worksite may also be considered to have a medically disabling condition for the purposes of flexiplace.

f. In order to determine if an employee is medically disabled, the Bureau may request and the employee must provide appropriate medical documentation as described in 5 CFR § 339.

g. The existence of a medical condition or the employee's recovery from a medical condition will not ordinarily be sufficient justification for approval of medical flexiplace. The Bureau must also determine that there are identifiable benefits to the Bureau of the employee's use of Medical Flexiplace.

h. Work may be assigned and completed under medical Flexiplace on a full time basis or in conjunction with an employee's use of sick leave, annual leave, or leave without pay.

ARTICLE 40

DURATION

SECTION 1. This Agreement will become effective thirty (30) days following approval by the Department of the Treasury. The effective date of the Agreement shall be printed on its cover.

SECTION 2. This Agreement shall remain in full force and effect for a period of three years. It will remain in effect for yearly periods thereafter, unless written notice is given by either party in the period between four months and two months prior to the expiration date, of its desire to terminate or modify this Agreement.

SECTION 3. By mutual consent of the parties, the express terms of the Agreement may be amended at any time. In addition, each party may reopen not more than three existing articles and propose one new article by serving written notice and/or proposals on the other during the eighteenth month of this Agreement.

APPENDIX I – WEINGARTEN, KALKINES AND BECKWITH RIGHTS

WEINGARTEN RIGHTS: These rights are given to an employee when

- (a) the employee reasonably believes that the results of the interview may result in disciplinary action against the employee; and
- (b) the employee requests representation.

Pursuant to 5 USC 7114 (a)(2)(B), an employee has the right to be represented during an interview by a person designated by the exclusively recognized labor organization for the unit in which he/she works under these circumstances.

KALKINES RIGHTS: These rights are given to employees when an interview may involve possible criminal matters in which prosecution has been declined. Under these circumstances, the employee has the option to remain silent, although the employee may be subject to removal from his/her employment if he/she fails to answer material and relevant questions relating to the performance of his/her duties as an employee. The employee is advised that the answers he/she may give to the questions asked at the interview, or any information or evidence which is gained by reason of his/her answers, may not be used against him/her in a criminal proceeding except that he/she may be subject to criminal prosecution for any false answer that he/she may give.

BECKWITH RIGHTS: These rights apply if this interview involves a non-custodial interview involving possible criminal matters. You have the right to remain silent if your answers may tend to incriminate you.

Anything you say may be used as evidence later in an administrative proceeding or any future criminal proceeding involving you.

If you refuse to answer the questions posed to you on the grounds that the answers may tend to incriminate you, you cannot be discharged solely for remaining silent. However, your silence can be considered in an administrative proceeding for its evidentiary value that is warranted by the facts surrounding your case.

ACKNOWLEDGEMENT OF EMPLOYEES RIGHTS FORM

I, _____, acknowledge that I was given the following rights warning prior to being interviewed or questioned. Upon request, the employee will be shown the rights language set out in the appendix to the labor-management agreement between BEP and NTEU, Chapter 201.

- WEINGARTEN RIGHTS**
I acknowledge receipt of the aforementioned notification.

Signature of Employee

Date

- KALKINES RIGHTS**
I acknowledge receipt of the aforementioned notification.

Signature of Employee

Date

- BECKWITH RIGHTS**
I acknowledge receipt of the aforementioned notification.

Signature of Employee

Date

Note: This form must be printed or typed

EXHIBIT 1

FLEXIPLACE PROGRAM AGREEMENT

The following constitutes an agreement between the Agency, and _____ on the terms and conditions of the Bureau Flexiplace Program, consistent with the Agreement, Article ____:

(Name of Employee)

1. The employee is participating voluntarily and has a rating of Achieved Standards.
2. The address of the employee's residence within which the alternate duty station (ADS) is located is:

Describe in detail the specific room or area within a room that will be designated as the ADS at the employee's residence:

The ADS meets the following requirements:

- a telephone line and instrument are present and working to ensure that the employee is reachable at all times during the agreed upon hours at the ADS;
- in households with other occupants, the ADS is located in a room that can be locked from the outside to minimize the opportunity for access to records and files;
- a smoke detector and readily accessible fire extinguisher are in the residence where the ADS is located; and

- the exterior entrance(s) of the residence where the ADS is located is lockable and keys are controlled.
3. The employee will continue in pay status while working at his/her ADS within the hours that are specified in the approved Flexiplace Program Work Assignment Request (Exhibit 2). The employee's official tour of duty at the ADS will be the same as that at the official duty station; i.e., the employee's approved starting time at the official duty station will be the approved starting time at the ADS.
 4. The Employee agrees that he may not perform work between the hours of 6 p.m. and 6 a.m. The Employee also understands that he/she is not authorized to and is prohibited from working overtime at the ADS unless overtime is approved in advance by management, consistent with Article 9 of the Master Agreement. If the employee works overtime which meets these criteria, he/she will be compensated in accordance with applicable law, regulation, and policies.
 5. The employee's time and attendance for work performed at the ADS will be recorded in the same manner as is used to record the performance of work at the official duty station. Should the employee's physical presence be required at the official duty station, the employee agrees to return upon notification.
 6. The employee agrees to follow established procedures for requesting and obtaining approval of leave, consistent with Articles 10 to 14 of the Agreement.
 7. The employee agrees that the Government will not be responsible for operating costs, maintenance, or any other incidental cost (e.g., utilities, insurance) whatsoever, associated with the use of the employee's home as an ADS.
 8. The employee understands that the borrowing of Government equipment is subject to supervisory approval, availability of equipment, and completion of all requisite property pass documentation. If the employee borrows Government equipment, the employee agrees to borrow and protect the Government equipment in accordance with the Bureau's policies and procedures regarding such equipment. Government-owned equipment will be serviced and maintained by the Government at a location and in a manner to be determined by the Bureau. If the employee provides her/his own equipment, she/he is solely responsible for servicing and maintaining it.
 9. All Government-borrowed equipment is for official business. The employee agrees to protect Government owned equipment and to use the equipment only for official purposes. The employee understands that he is prohibited from using such equipment for private purposes, and that the use of such equipment for private purposes may be a basis for disciplinary action.
 10. The employee agrees to implement and abide by computer security policies and procedures to protect hardware, software, and data. The employee also agrees to

- abide by all software licenses, copyright agreements, and computer virus requirements and procedures as set forth in BEP policies and procedures. The employee also agrees that backup copies of data must be made to protect against loss of data, and that backup copies will be made and provided to the supervisor in the frequency and manner directed by the supervisor.
11. The employee agrees to permit periodic inspections of her/his ADS during the employee's normal working hours to ensure work site conformance with safety standards and other specifications in these guidelines. Such inspections will occur only on days when the employee is working at the ADS with at least a one-hour notice.
 12. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment at the employee's ADS, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
 13. The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the ADS. The employee agrees that any accident or injury occurring at the ADS will be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by an employee during a Flexiplace Program assignment will occur outside the premises of the official duty station, the supervisor will investigate all reports immediately following notification.
 14. The employee agrees to protect Government records subject to the Privacy Act from unauthorized disclosure or damage at the ADS and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.
 15. The employee agrees to limit performance of her/his officially assigned duties to her/his official duty station or to the Bureau-approved ADS. Failure to comply with this provision may result in loss of pay, removal from Flexiplace Program participation, and/or other appropriate disciplinary action.
 16. The employee agrees to be solely responsible for ensuring the safety and adequacy of the ADS and for ensuring that applicable building and safety codes, as well as and Bureau safety standards, are met by the ADS. This includes but is not limited to: assuring that the electrical system is adequate for the use of Government equipment, assuring a smoke detector is present and working, and safeguarding Government equipment and records. Accordingly, the employee agrees to complete and provide to the supervisor Appendix D, Safety checklist.
 17. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to

guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands that a decline in performance may be grounds for canceling the Flexiplace Agreement.

18. The employee agrees to promptly inform his/her supervisor whenever any problems arise which adversely affect their ability to perform work at the residence. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

EMPLOYEE: _____ **Date** _____

APPROVED: _____ **Date** _____

(First-line supervisor)

APPROVED: _____ **Date** _____

A copy of the approved Agreement must be provided to the Chief, Office of Human Resources. The supervisor and employee should each also maintain a copy.

EXHIBIT 2

FLEXIPLACE PROGRAM WORK ASSIGNMENT REQUEST (A separate request must be completed for each assignment)

TO: _____
(Name of Supervisor)

FROM: _____
(Name of Employee)

SUBJECT: Request to Perform Work at My Alternative Duty Station (ADS) as Part of the Bureau's Flexiplace Program

Section 1:

I am requesting to work at my ADS on the specific dates and times indicated below:

Date(s)	Starting Time	Ending Time

During this overall time period, I agree that I will be working at my normal duty station at the following dates and times:

Date(s)	Starting Time	Ending Time

Description of Assignment to be performed at the ADS:

Signature of Employee

Date

Supervisory Approval

_____ Approved for a total of _____ hours _____ on the dates requested
_____ on the dates listed below

_____ Disapproved (reasons stated below)

Signature of Supervisor

Date

Section 2:

WAS THE TASK COMPLETED

Certification:

Work was/was not completed in the time allowed:

Signature of Supervisor

Date

If Not, why Not:

Signature of Supervisor

Date

Signature of Employee

Date

NOTE: A copy of this form should be maintained by both the employee and the supervisor.

NOTE: This form must be printed or typed

NOTICE OF REMOVAL FROM FLEXIPLACE PROGRAM PARTICIPATION

TO: _____
(Name of Employee)

FROM: _____
(Name of Supervisor)

SUBJECT: Removal of Employee Participation in THE BUREAU'S Flexiplace Program

I am rescinding your participation in the Agency's Flexiplace Program effective _____ . The reason(s) for my decision is as follows:

You may reapply for participation in the Flexiplace Program no sooner than 30 calendar days from the date of this notice, if you were removed for Performance, provided that your overall performance is has been at an Acceptable level for at least one year.

Signature of Supervisor

Date

Signature of Employee
(Signature does not imply agreement)

Date