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The highlighted sections reflect changes to the original 1998 Agreement that were signed by the RITA Administrator on July 30, 2008. In addition, all references to days have been clarified to reflect either "work" or "calendar" days. All references to Human Resources Management Division have been changed to reflect current name Human Resources Division. References to Research and Special Programs Administration (RSPA) have been changed to reflect the organizations current name of Research and Innovative Technology Administration (RITA).

Preamble

This AGREEMENT is entered into by the Volpe National Transportation Systems Center (the Employer) and the National Association of Government Employees, Local R1-195 (the Union). The agreement sets forth jointly developed policies and procedures for working conditions and conditions of employment at the Volpe Center as well as a procedure for resolving conflicts and disputes. The Employer and the Union are committed to a policy of partnership and have the shared objectives of:

- ◆ Ensuring that the Volpe Center thrives and contributes vitality to the National Transportation Enterprise;
- ◆ Delivering high quality services and products;
- ◆ A committed, high-caliber, and empowered workforce; and
- ◆ A workforce that represents the best in public service.

Article 1

Recognition and Unit Designation

Section 1. The Employer recognizes that the Local is the exclusive representative of all the eligible employees in the Unit, as defined in Section 2 below, with respect to grievances, personnel policies, practices and procedures; or other matters affecting general working conditions; subject to the express limitations set forth in Article 2.

Section 2. The Units to which this Agreement is applicable include all eligible employees of the Volpe National Transportation Systems Center as follows:

Included: **Unit A** - All non-professional, General Schedule and Wage Grade employees,
 Unit B - All professional employees

Excluded from both Units: Management officials, supervisors, and employees described in 5 USC 7112(b),(2),(3),(4),(6),(7).

Article 2

Provisions of Law and Regulations

Section 1. It is agreed by the Employer and the Local that this Agreement is subject to the provisions of the Civil Service Reform Act of 1978, as amended, and that the parties are governed by existing or future laws and regulations of appropriate authorities; by published agency policies and regulations in existence at the time that this Agreement was approved; and subsequently, by published agency policies and regulations required by law or by regulations of appropriate authorities.

Section 2. The Employer recognizes its obligations as set forth in 5 USC 7106 and Executive Order 12871.

Article 3

Negotiation, Consultation and Communications

Section 1. Prior to filing an unfair labor practice complaint concerning Volpe Center management with the Federal Labor Relations Authority (FLRA), the Parties will meet to seek an informal resolution to their concerns. The Parties agree to make a good faith effort to resolve issues before invoking FLRA remedies.

Article 4

Union Management Meetings

Section 1. Within the spirit of this Collective Bargaining Agreement the Volpe Center management and NAGE Local R1-195 share the following goals:

- a. Maintaining the Center's viability as a national transportation resource staffed by recognized experts and highly qualified support staff, highly trained and motivated in their work;
- b. Empowering employees to achieve their highest potential as productive contributors to the national transportation system;
- c. Building on the Center's spirit of entrepreneurial innovation and on its tradition of progressive management; and

- d. Exploring all potential avenues for labor-management collaboration to further our shared objectives

Section 2. The NAGE local President or designee will generally meet weekly with the Center Deputy Director (COO) and the Labor Relations Officer for consultation with respect to personnel policies and practices and matters affecting working conditions. The purpose of the meetings is the open sharing of information at the earliest pre-decision stage, enabling them to collaborate fully in identifying problems and crafting solutions to better serve our customers, carry out our national mission, and meet employees' needs.

Section 3. While this Agreement forms the foundation for the relationship between labor and management, it is but one aspect. Its formal nature should not constrain the essential features of the ongoing relationship. Over the years, labor and management alike have worked cooperatively to insure that the Volpe Center remains a vital contributor to the national transportation system. The parties intend for that cooperative relationship to continue and strengthen.

Note: Sections 3 & 4 of Article 4, Union Management Meetings, are deleted.

Article 5

Union Representation

Section 1. The Employer agrees to recognize the duly elected officers of the Local. The Local will normally consist of the President, Vice President, Secretary, and Treasurer plus a reasonable number of stewards as mutually agreed upon by the Employer and the Local. The Local shall supply the Employer in writing and keep current a complete list of all authorized representatives and duly appointed officers of the Local.

Section 2. When it is necessary for a Union steward or officer to perform representation or other Union duties for which official time is appropriate, the immediate supervisor will be informed. Union stewards or officers will conduct representational duties so as not to unnecessarily interrupt work operations.

Section 3. Employees serving as officers, stewards, or representatives of the Local will be granted official time for activities performed in conjunction with the Federal Service Labor Management Relations Statute or this Agreement which is reasonable, necessary, and in the public interest.

Section 4. The Union and the Employer recognize the need to manage and control the use of official time utilized for representational duties, consistent with the manner in

which overhead activities are managed throughout the Center. Accordingly, a Work Plan Budget (WPB) will be established identified as GX195 (where X is the last digit of the fiscal year) for the purpose of accounting for charges by employee-representatives of the Union performing representational activities. The President, Local R1-195 NAGE will be responsible for the management of the WPB.

Section 5. The WPB will have an initial funding level to support 1.25 labor years. The funding level may be adjusted from time to time, as appropriate, through negotiations between the parties.

Section 6. The following activities will be charged against WPB GX195:

- a. Training for officers, stewards, and other designated representatives of Local R1-195;
- b. Attendance and participation at meetings of various boards and committees as provided for in this Agreement;
- c. Time required to represent bargaining unit employees in grievances and appeals;
- d. Time required for mid-term negotiations; and
- e. Time required for participation in meetings requested by Local R1- 195.

Article 6

Facilities and Services

Section 1. The Employer agrees to provide, upon request and subject to availability, facilities and meeting rooms subject to the same procedures and requirements applicable to other organizations existing at the Volpe Center.

Section 2. It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, holding meetings, and posting and distributing literature will be conducted during the non-duty hours of all the employees involved. Management agrees that literature and/or notices of Union activities may be posted in areas designated by Management or sent via electronic mail. Literature and/or notices posted or distributed must not violate any law, the security of the activity or contain scurrilous or libelous materials. The Union may submit informational material for inclusion in the Volpe Voice. Copies of material to be posted or distributed will be provided to management's designated representative at or before the time of distribution.

Section 3. The Employer agrees to provide the Local with suitable office space for the conduct of Local business. The designated space will be approximately 225 square feet

and furnishings will be from available stock. The space will provide adequate privacy and security, given the sensitive nature of matters within the Local's responsibility. Phone lines and equipment will be provided for voice, PC Modem, and FAX. Equipment will include a plain-paper FAX machine and a suitable PC with associated peripherals and software.

Section 4. The Employer shall maintain the Local on distribution lists of all notices concerning meetings to which the Local is entitled to attend, including the time, date, and place of such meetings.

Section 5. The Employer will provide two designated parking spaces in Lot #1 for the Local's use. The Employer will also provide designated parking spaces to NAGE for the purpose of encouraging commuter van pools and other mutually beneficial purposes.

Section 6. The Employer shall provide the Local with copies of any notices, instructions, regulations, or policies pertaining to personnel policies practices or working conditions which are issued by the Volpe Center, RITA, or the Department of Transportation which affect employees of the bargaining unit. These documents will be updated by the Employer as required.

Section 7. The Employer shall, upon request, provide the Local with data:

- a. Which is normally maintained in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining; and
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors; relating to collective bargaining.

Section 8. The Employer shall, upon request, provide the Local with information, records, reports, and other such data as may be required to perform its responsibilities set forth in the Partnership Article.

Article 7

Civic Responsibilities

Section 1. The Employer and the Local recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and jointly encourage

employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibilities as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that:

- a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual is prohibited;
- b. When envelopes are used, each individual who desires to keep his/her gift private may use any envelope of his/her choice without his/her name being placed thereon, unless he/she elects to do so;
- c. Supervisors will not solicit subordinates;
- d. Coercion, either overt or implied, shall not be practiced by collectors, supervisors, or other personnel; and
- e. The above provisions also apply to solicitation for purchase of United States Savings Bonds.

Section 2. Participation in the Blood Donor Program is strongly encouraged. Employees who become ill as a result of blood donation will be granted time off without charge to personal leave.

Article 8

Telecommuting

Section 1. Subject to **RITA Order 1501.1, RITA Telecommuting Policy**, employees desiring to work at home or at an alternative work site, known as "telecommuting", may do so in accordance with the procedures contained in the Order. When requested by an employee, telecommuting may be approved at the discretion of the supervisor. Employees will be required to execute a written agreement which is signed by the employee and the supervisor which lists the conditions of telecommuting agreed to by both parties. A copy of the agreement will be given to the time and attendance clerk, and a copy will be sent to the Human Resources Division.

Article 9

Administrative Leave

Section 1. Employees will be excused from work with no charge to personal leave when the Center Director authorizes group dismissals due to adverse weather or other

emergency conditions which make it unsafe to keep the Center open for business. The Director will consider the safety of employees, including the safe traveling to and from work, in making the decision whether a critical mass of employees are available to open or remain open for business. The Director will consult with the Local prior to finalizing a decision to close, delay opening, or remain open when conditions so warrant. Yearly announcements to employees will be made to keep employees informed of the procedures in place for adverse weather and other emergency situations.

Section 2. An employee on TDY who is prevented from working due to adverse weather or other emergency conditions will not be charged personal leave.

Section 3. For group dismissals, Administrative Leave will be granted as follows:

- ◆ In the event that Administrative Leave is ordered after the beginning of a shift, it will apply to those persons eligible and in a duty status at the time of the announcement.
- ◆ In the event that a person was scheduled to return to work and dismissal notice is given before the employee can report for work, leave is charged until the time set for dismissal. Administrative Leave is charged for the remainder of the day.

Section 4. Supervisors may excuse occasional tardiness and brief absences for periods of up to two hours.

Article 10

Annual Leave

Section 1. Employees will accrue Annual Leave in accordance with applicable laws and regulations.

Section 2. Employees will be granted Annual Leave for the purpose of vacations, or any other personal reasons, consistent with workload requirements. Annual Leave shall be charged in increments of fifteen (15) minutes or more. Supervisors and employees will develop leave plans to ensure that no employee will be forced to forfeit any Annual Leave. If a conflict arises, due to workload, in the scheduling of Annual Leave, it is agreed that leave requests will first be approved for the employee with the greatest seniority. If previously scheduled leave is canceled, affected employees will be provided written explanations within twenty-four hours for any such cancellations upon request. Employees dissatisfied with the reason given may file a written grievance directly at Step 2 of the Grievance Procedure (Article 39).

Section 3. Annual Leave to an employee's credit, including leave that will accrue to him/her during the current leave year may be granted at any time during the leave year.

Section 4. Employees are responsible for scheduling annual leave as far in advance as possible and for obtaining advance approval from their supervisor. An employee's request to take short periods of previously unscheduled annual leave will usually be granted, consistent with workload requirements, provided the employee has called the supervisor and obtained his/her approval.

Section 5. The NAGE/VOLPE Leave Donor Pilot Program has been established in accordance with Volpe Notice N 3600.7. Volpe Center employees may transfer annual leave into the NAGE/Volpe Leave Bank at a minimum of two times during the leave year. A leave bank board consisting of three members, one representing the employer, one representing the Human Resources Division, and one representing the Union will be established to run the Leave Donor Program. The Board will be responsible for preparing any reports required by DOT, OPM, or other appropriate authority. A memorandum from the donor will be forwarded through the Board to the Accounting Branch, DTS-823 indicating the number of hours to be transferred. Members of the leave bank who have been affected by a personal or family medical emergency may apply to the Board for a transfer of leave to their account. The Board shall consider such requests and shall notify the Accounting Branch as to the number of hours (if any) to be transferred to the employee's account. If the requirement for the leave transfer ends before the amount transferred is exhausted (employee returns to duty, separates, or has disability retirement approved by OPM) the unused balance shall be transferred back to the NAGE/Volpe leave bank.

Article 11

Sick Leave

Section 1. Employees earn Sick Leave in accordance with applicable laws and regulations. Approval of Sick Leave will be granted to employees when they are incapacitated for the performance of their duties, for medical, dental, or optical examination or treatment, or to provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment. Sick leave may also be used by an employee to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. It will also be approved when, through exposure to a contagious disease, the presence of the employee could jeopardize his/her fellow employees.

Section 2. The Employer may grant sick leave only when supported by administratively acceptable evidence. Employees will not normally be required to furnish a medical certificate to substantiate requests for sick leave. An employee may be required to provide a medical certificate for absences due to incapacitation for duty when:

- a. There is evidence that the employee has abused Sick Leave within the previous twelve-month period; and
- b. The Employer has counseled the employee with respect to the use of their use of sick leave within that twelve month period; and
- c. The employee has been furnished with a written "Letter of Requirement" that he/she must furnish a medical certificate for each future absence which he/she claims was due to illness. Prior to issuing a Letter of Requirement, the supervisor shall meet with the employee to inform him/her that this action is being considered. The employee shall have the right to have a Union representative present at this meeting. Letters of Requirement shall not be filed in the employee's Official Personnel Folder. The Employer will review the need for the Letter of Requirement on at least a quarterly basis.

Section 3. An employee may leave the work site to visit the Health Unit when he/she has received the prior approval of the supervisor. An employee who returns to duty will not be charged with leave. Should the Health Unit recommend that the employee be sent home and the employee leaves his/her work site, sick leave will be charged beginning at that time.

Section 4. When the Employee's medical authority recommends that the employee be returned to duty for a temporary period of light duty, the Employer shall, to the extent possible, make every effort to provide such assignments.

Section 5. In accordance with applicable regulations, Sick Leave may be advanced to employees in cases of serious disability or illness, during hospitalization or confinement at home as required by the attending physician, up to a total of two hundred forty (240) hours. Members of the NAGE/VOLPE leave bank may also apply through the Leave Bank Board for a transfer of annual leave from the leave bank.

Section 6. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave or leave without pay at the request of the employee.

Section 7. For purposes of the Agreement, "family members" include spouse and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. The term "children, including adopted children, and spouses thereof" includes adult sons and daughters, whether disabled or not.

Article 12

Leave of Absence

Section 1. Employees may be granted Leave Without Pay in accordance with applicable laws, regulations, and this Agreement. Employees on approved Leave Without Pay shall accrue all rights and benefits, including retirement benefits, and coverage under the Group Life Insurance program and the Federal Employees Health Benefits Program to the extent permitted by law and regulation. Any employee may, at the discretion of the Employer, be granted Leave Without Pay for educational, professional, self-improvement, or personal reasons, for extended periods. If the request for leave is refused, the supervisor will, if requested, provide the reason in writing. Employees on extended leave (more than 30 calendar days) shall be informed of any promotion or merit placement opportunities.

Section 2. An employee absent on Leave Without Pay shall be carried on the rolls during his/her absence in the position, grade, and title held at the time the leave commenced. They will retain all Reduction-in-Force rights. Employees returning to duty from approved leave shall be granted such rights, privileges, and seniorities to which they may be entitled at that time, in accordance with applicable statutes and regulations. Employees who are absent on leave without pay up to one year will continue to be eligible for all employee benefits in accordance with applicable laws and regulations.

Section 3. The Employer agrees that, when given advance notice in writing, an employee who has been elected or appointed to serve as a full time national representative of the Union, or as a delegate to any Union activity, may be given Annual Leave and/or Leave Without Pay in accordance with applicable laws and regulations.

Article 13

Family Leave

Section 1. Pregnancy shall be treated like any other temporary disability. Maternity leave may be a combination of as many as three (3) separate kinds of leave: sick leave, annual leave, and leave without pay. There will be no minimum or maximum duration of absence required for maternity reasons. Employees requesting leave of absence will be granted up to twelve weeks in all cases. The Employer, in consultation with the employee and her physician, based on medical reasons, personal desires, and workload needs may grant longer leaves of absence. Absent an emergency situation, the employee will coordinate such leave requests with her supervisor at a time reasonably in advance of her absence for maternity reasons.

Section 2. If, after consulting a physician, a pregnant employee requests modification of her work duties due to working conditions that may have a detrimental effect on the employee or the unborn child, the Employer shall make reasonable efforts to accommodate the request.

Section 3. An employee may request sick leave, annual leave and/or leave without pay for purposes associated with the birth or adoption of a child. The individual circumstances shall be considered in each case and such a request shall be granted, where reasonable, based upon the merits of the particular case and consistent with the provisions of this Agreement and applicable statutes and regulations.

Section 4. The provisions of this Article apply to married and unmarried employees alike.

Article 14

Military Leave

Section 1. An employee who is a member of the National Guard or a Reserve Component of the Armed Forces of the United States shall be entitled to military leave as provided for in 5 USC Section 6323, as amended, and implementing regulations. Approval of the military leave provided in the foregoing shall be based on the copy of the orders directing the employee to active duty or inactive duty training and certification of attendance by the appropriate military authority.

Section 2. In addition, employees who are called for a period of training or a period of active duty beyond that provided for above, may be granted annual leave at their request. Employees shall be granted leave without pay for all military duty which extends beyond the paid leave period.

Section 3. Employees on a military leave of absence shall retain all rights, privileges, seniorities, and benefits as accorded to them under the law (38 USC), consistent with the type and duration of their military service. Employees on extended military leave (rather than short term reservist duty) will be automatically considered for competitive promotion. Employees returning from an extended period of military leave shall be restored to their previous position, or to one of like seniority, status, and pay, provided they were honorably separated, applied for restoration within the appropriate time frames, and are still qualified to perform the duties.

Article 15

Other Leave

Section 1. Since jury duty is a civic responsibility, it is the policy of the Employer to grant court leave for jury service or for witness service when a governmental entity (federal, state, or county) is a party to the preceding. Employees will submit to their supervisor a copy of the summons. Upon completion of the service, the employee will provide evidence of the time served on such duties. In those cases where time and travel permit, and where no hardship results, when an employee is excused from service for one workday, or a substantial portion of one workday (early enough for the employee to be able to work at least three hours, taking into consideration travel and meal times), he/she will be expected to return to work or request annual leave for the rest of the workday.

Section 2. Employees on duty on the date of any National or State or Local election and who are eligible to vote in such elections may be granted time off without loss of pay or charge to leave for the purpose of voting consistent with applicable policies. The Employer agrees to excuse employees for the purpose of registration to vote on the same basis as for voting, provided that they cannot register to vote during non-duty hours.

Article 16

Hours of Work

Note: Article 16 is significantly revised from the 1998 agreement and should be read in its entirety to understand the full extent of the changes.

Section 1. The regular workday for the Volpe Center is 6:30 a.m. to 6:30 p.m., Monday through Friday. Core hours when all employees must be present are from 10:00 a.m. to 3:00 p.m. Volpe Center employees may participate in a Flexitime schedule or a fixed schedule. The fixed schedule is a Compressed Work Schedule (CWS) which is a 5/4-9 or a 4-10 schedule. All employees who work more than six hours are required to take a 30 minute lunch break. Additionally, employees shall be granted reasonable work breaks in the morning and afternoon in order to provide increased productivity.

Section 2. Employees participating in Flexitime may begin work as early as 6:00 a.m. and earn ½ hour credit prior to the 6:30 a.m. work day or stay until 7:00 p.m. and earn a ½ hour credit after 6:30 p.m. They may also earn credit time for additional work performed after completing eight hours during the workday. Employees will use an appropriate charge to leave, credit or compensatory hours for absences extending the lunch or for taking time off during any other part of the workday.

Section 3. Under the Flexitime program, the purpose of credit hours is to provide employees with more flexibility without interfering with the work process. Credit hours may be worked at an employee's option in order to reduce the length of a subsequent workday or workweek. Employees may earn and use credit hours with the supervisor's concurrence. Supervisory non-concurrence will be limited to work-related reasons. Hours of work which are officially ordered and approved in excess of eight hours per day for 40 hours per week are overtime, and must be compensated by either premium pay or compensatory time as appropriate.

Section 4. Under Flexitime, the minimum period for earning credit hours is 30 minutes (1/2 hour), with additional time being credited in 15 minute (1/4 hour) increments. Credit may be used in 15 minute (1/4 hour) increments. Normally, a maximum of 2 ½ credit hours may be earned in a single day, and a balance of up to 24 hours for full time employees and ¼ the basic biweekly work requirement accumulated by part time employees may be carried forward from one pay period to the next. Accrued credit hours may be used in lieu of annual leave or sick leave for absences during part of a regular workday. This flexibility involving credit hours is not intended to resemble or evolve into a Regular Day Off (RDO).

Section 5. Employees who choose to have a fixed schedule, 5/4-9 or 4-10 will have fixed start and end times for each day. Employees must follow that schedule and take appropriate leave if they come to work later than the scheduled start time, take time off

during the day or leave work before the scheduled end time. Employees who work compressed work schedules (5/4-9 and 4-10) are not eligible to earn or use credit hours

Section 6. The parties recognize the authority and responsibility of management officials to assign work, including making determinations regarding the time and place where work is to be performed.

Article 17

Overtime

Section 1. Employees may be required to work overtime. When so required, the employees shall be compensated at the prevailing overtime rate or granted compensatory time in accordance with applicable regulations. When workload and/or backlogs require excessive use of overtime within an organizational unit, the Employer shall negotiate with the Local concerning alternatives including increased staffing and technological improvements, subject to budget and FTE restrictions.

Section 2. Overtime assignments should be distributed fairly and equitably among qualified employees. Employees may request relief from an overtime assignment. The Employer will release an employee from an overtime requirement provided another qualified and willing employee acceptable to the supervisor is available for the assignment.

Section 3. When an employee is required to work extended overtime, reasonable rest and meal breaks will be allowed.

Section 4. It is agreed that Classification Act employees whose basic compensation is not in excess of GS-10 will not be required to take compensatory time in lieu of overtime pay unless they request it.

Section 5. The Employer agrees to allow employees who are required to work overtime without prior notice a phone call to their respective homes at government expense.

Section 6. It is agreed that when it is necessary for employees to return (be called back) to work overtime outside their regularly scheduled work hours, such employees will receive a minimum of two (2) hours pay at the applicable overtime rate.

Article 18

Travel

Note: References to AMEX or American Express Company were deleted and replaced with generic language such as "travel credit card" or "credit card company."

Section 1. Employees performing travel on official business shall be reimbursed for all authorized and allowable costs associated with such travel. Employees will exercise the same care that a prudent person would exercise if traveling on personal business. It is agreed that all employees may obtain advance travel funds prior to departing on TDY in accordance with regulations.

Section 2. Volpe Center employees who have a Government travel credit card may make cash withdrawals from an automatic teller machine (ATM) in connection with officially authorized travel and to the extent authorized by applicable government and Department wide regulations/policies. Limits on amounts that may be obtained in this manner are those established by applicable laws, regulations, and DOT policies; by the credit card company; and by the banking institution operating the ATM being used, whichever is less. Cash advances will be due and payable on the same basis as other charge purchases for official travel which are made on the credit card. Volpe Center employees who desire to use the Government travel credit card for cash withdrawals on travel must complete a Personal Identification Number (PIN) application form. The signed form is mailed to the credit card company, which will send the employee the PIN. Any charges for use of ATM's to make cash withdrawals in connection with official travel shall be reimbursed by the employer.

Section 3. The Employer agrees that travel on government business should be scheduled within the employee's regularly scheduled work hours to the extent practicable. Employees may travel on their own time. In those cases in which travel occurs during non-duty hours, the time will be treated as hours of work for overtime when it meets the criteria in 5 CFR 550.112g, or other statutory criteria are met. If the employee is otherwise required to travel on non-duty time, the reasons for requiring the travel must be recorded by the supervisor and it will, upon request, be given to the employee.

Section 4. Employees who perform travel on official business will promptly submit a claim for reimbursement of travel costs. In order to expedite processing of claims, the Employer will establish a PC-based system for preparing and approving travel vouchers. Payment (by means of Treasury check, Electronic Funds Transfer, or cash) shall be completed within two (2) weeks following the submission of a correct travel claim.

Section 5. When claims are denied, the Employer will provide information upon request as to:

- a. Why the claim was denied,
- b. The controlling policy, regulations, etc., and,
- c. Rights the employee has to dispute the claim.

The employee may file a grievance directly at Step 2 of the Grievance Procedure (Article 39).

Section 6. An employee who, while on a TDY assignment, is required to perform work outside normal duty hours exclusive of travel time will be compensated under applicable laws and regulations when approval from the supervisor is obtained.

Section 7. An employee whose temporary duty extends through non-work days in their regular tour of duty may return to their permanent duty station for such non-work periods, and shall be reimbursed for travel expenses, not to exceed the amount reimbursable had the employee remained at the temporary duty station. An employee whose TDY assignment extends beyond two weeks may request to return home on an agreed upon schedule at the Employer's expense.

Section 8. If an employee becomes incapacitated or when a personal emergency requires that an employee return home immediately, the Employer will reimburse the employee for allowable expenses incurred in returning to the employee's normal duty station in accordance with FTR Chapter 301-12.

Section 9. In selecting itineraries, travel methods (including airports) will be chosen which result in the greatest advantage to the government, cost and other factors considered. Other factors include, but are not limited to, energy conservation, costs of per diem, and the amount of time employees might have to travel outside of duty hours.

Section 10.

A. When travel is directed between points which are separated by several time zones, a rest period not in excess of twenty-four hours may be authorized or approved when the scheduled or actual flight time, including stopovers of less than eight (8) hours, exceeds fourteen (14) hours by a direct or usually traveled route.

B. The per diem rate for the rest stop shall be the rate applicable for the rest stop location.

C. When carrier schedules preclude an intermediate stop, the employee may schedule to arrive at the temporary duty point in sufficient time to allow a reasonable rest period before reporting for duty.

Section 11. When employees have upgrade certificates which allow first class accommodations at no additional cost to the Government, employees may use such accommodations so long as there is no adverse impact on the Employer.

Article 19

Training and Development

Section 1. The training and development of employees is a matter of significant importance to fulfilling the mission of the Volpe Center and enhancing the capabilities of the staff. It is the responsibility of the Center to plan, fund, and implement opportunities to bring levels of core competencies to a desired state. Learning opportunities, career development, and career counseling opportunities exist for all. It is the responsibility of individual employees to tune their own careers consistent with the Center's strategic intent.

Section 2. The Employer agrees that when an employee is placed in a new job, the Employer will determine and provide, based on input from the employee, the appropriate training necessary for the employee to perform the duties of the new position.

Section 3. Before requiring "mandatory" attendance at Institutional training such as Diversity and AIDS Awareness, the Employer shall consult with the Local regarding the necessity of the training, its value to the individual employee, and possible alternative means of providing essential information to employees. The Employer will endeavor to schedule such training to take place within core hours.

Article 20

Holidays and Religious Compensatory Time

Section 1. Employees shall be entitled to holiday benefits in accordance with applicable laws and regulations. The Employer will release an employee from a requirement to work on a holiday provided another qualified and willing employee acceptable to the supervisor is available for the assignment.

Section 2. To minimize the adverse repercussion of assigning employees to work on holidays, the Employer will provide as much advance notice as possible to the affected employees.

Section 3. When an employee who is on TDY is prevented from working because of a locally observed holiday, that employee will not be charged personal leave for the day.

Section 4. An employee may be granted annual leave or leave without pay for a workday which occurs on a religious holiday. An employee whose religious beliefs require the abstention from work during certain periods of time may elect to use leave or work compensatory time for the time not worked for meeting those religious requirements in accordance with applicable regulations. The employee may work such compensatory overtime before or after the grant of compensatory time off. Compensatory overtime shall be credited to an employee on an hour for hour basis or authorized fractions thereof. Advances should be repaid within a reasonable period of time. Appropriate records will be maintained of compensatory time earned and used.

Article 21

Safety

Section 1. The Employer will provide and maintain safe working conditions for employees. The Local will cooperate to that end and will encourage all employees to work in a safe manner. The Employer will welcome, at any time, suggestions which offer practical and economically feasible ways of improving safety conditions. It is agreed that when questions arise regarding the safety of conditions in the work place, they shall be brought to the immediate attention of the supervisor. The Employer agrees to assign trained personnel to any job which is determined to be of a hazardous nature and to ensure that prompt assistance can be obtained in the event of accident or injury.

Section 2. The Employer agrees that the Volpe Safety Committee will consist of equal numbers of employees appointed by the Union and appointed by management. Union and management co-chairs will alternate on a **quarterly** basis.

Section 3. The right to direct employees and to assign work is an authority of the Employer, as described in Article 4. An employee has the obligation to comply with orders issued by supervisors, and should grieve the matter afterwards if they believe the order to be improper. However, employees have the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks could pose an imminent danger of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek corrective action through normal hazard reporting and abatement procedures. The term "imminent danger" means any condition or practice in any work place which can reasonably be expected to cause death or serious physical harm immediately or before there is sufficient time for the imminence of such danger to be eliminated by the most expeditious means available.

Section 4. The Employer agrees to furnish, within established guidelines, the necessary protective clothing and equipment for the performance of the assigned work. When authorized, employees may be provided, or will be reimbursed for the purchase of, items such as safety glasses, safety shoes, hard hats, coveralls, work gloves, etc., which are required for the performance of official duties. If an employee's official duties require the use of prescription safety glasses, then these will be provided without charge by the Employer.

Section 5. The Employer will notify the Safety Committee of all work related lost-time accidents or injuries that occur involving bargaining unit employees. As provided in "Right to Know" legislation, employees will be made aware of the consequences of exposure to toxic substances which they may come in contact with, as information becomes available. Safety data sheets are available in the stock room and the Health Unit.

Section 6. The Employer will inform the Safety Committee of chemicals not previously used, that are used in its buildings, such as new paint and pesticides, as soon as it is aware that such will be used. Normally, the notice will be given no later than one full workday before the chemicals are to be used. This notice will also include any warning statements given to the Employer or its agents by the organization applying such materials. Where there is reasonable likelihood of harm due to application of such chemicals, employees will be directed to move to another work area, or will be granted administrative leave, until their work area is determined to be safe for use.

Section 7. Flexibility will be designed into Video Display Terminal (VDT) work stations, so that they are adaptable to the individual employee's needs. When designing or ordering such work stations, attention will be given to:

- a. Lighting, reflection, and glare,
- b. Screen color and contrast controls,
- c. Monitor and keyboard positioning,
- d. Work area temperature and ventilation,
- e. Adjustable operator chairs,
- f. Printer noise and location,
- g. Easy operator access to frequently used resources such as reference materials, supplies, etc.,
- h. Ample leg clearance under work surfaces provided so operators can move without restriction,
- i. Control harnesses or conduits for wires which eliminate tripping and other hazards,
- j. Acoustic covers on printers to reduce noise levels when necessary, and,
- k. Voltage surge suppressors and anti-static mats which protect the equipment from being damaged, as well as the operator.

Section 8. If an employee presents medical evidence from a licensed physician that their work environment may cause health problems for the employee, the immediate supervisor should be informed. The Employer will attempt to accommodate, including transferring the employee to other work as quickly as possible without loss of pay, seniority, or other benefits. Pregnant employees may experience discomfort from sitting in one position for long periods of time (especially during the last months of pregnancy). Additional rest breaks will be made available for these employees.

Section 9. The Employer will take steps, at least on an annual basis to ensure that employees are familiar with the proper procedures for leaving the work areas during emergency situations such as suspected fire, bomb threat, or earthquake. Employees are required to participate in scheduled drills. When such emergencies occur, the Employer shall take all steps necessary to expeditiously and safely evacuate the employees. The Employer will provide training to interested employees and encourage them to learn techniques of cardiopulmonary resuscitation (CPR). The training shall be provided at least annually on official time. The names, telephone extensions, and locations of each employee who is trained on CPR techniques shall be posted on directories on each floor, official bulletin boards and listed in the Volpe Center Telephone Book to ensure employee awareness.

Article 22

Merit Promotion

Section 1. The Employer will strive for maximum utilization of job-related skills and talents of all its employees. To this end, the Employer shall select and promote employees on the basis of both demonstrated and potential performance and in such a manner as to ensure that the immediate and future needs of the Volpe Center are met. In so doing, the Employer shall implement the provisions of appropriate laws and regulations and the Volpe Center Merit Promotion policy (incorporated by reference into this Agreement), each of which seeks to ensure that selections are free from prohibited discrimination including discrimination based on race, color, sex, national origin, marital status, age, religion, labor organization affiliation, or non-disqualifying physical handicap.

Section 2. Any career or career conditional employee who has been involuntarily demoted without personal cause may be non-competitively re-promoted to any position at the same or lower grade as that from which demoted.

Section 3. Managers and employees have a Center-wide point of view in filling positions. *Consideration shall be given to promotion from within in filling vacancies. Accordingly, the Employer will periodically publish recruitment lists so that employees may indicate their interest to hiring managers.

*Note: The word "every" is deleted.

Section 4. The Human Resources Division will publicize all competitive promotions through vacancy announcements which will be open for a minimum of ten (10) calendar days. Notice of the vacancy will be posted on bulletin boards, the Volpe Voice newsletter, and on the e-mail system. A copy of the vacancy announcement will be posted in a shared folder on e-mail. A copy of each vacancy announcement will be provided to the Local at the time it is posted. An informational briefing will be provided by the hiring manager and the Human Resources Division at the opening of the announcement.

Section 5. Employees wishing to be considered for a posted vacancy may apply by submitting the specified form(s) to the Human Resources Division prior to the closing date on the announcement. Employees on temporary periods of absence for military service, IPA assignments, or compensable job injury will be given automatic consideration for all positions for which qualified.

Section 6. The selection official will make a decision to select or not select from the list of candidates as soon as possible (normally within thirty (30) calendar days), but not later than sixty calendar (60) days after the issuance of the "Best Qualified" list. Where the selecting official does not make a selection, any subsequent merit promotion actions to fill the vacancy will again be governed by the provisions of this Article, unless a 30 calendar day extension is granted by the Chief, Human Resources Division.

Section 7. Applicants will be provided the following information in writing about the announced position no later than five (5) working days following the selection.

- a. whether or not they met the minimum qualifications for consideration;
- b. whether or not they were ranked in the group referred to the selecting official; and,
- c. if referred, who was selected.

More complete information regarding the application process, how the applicant's application was ranked, and how to improve the application in the future may be obtained from the Human Resources Division upon request.

Section 8. Employees selected for promotion shall be released from their current assignment in order that their promotion will be effective as soon as possible, but in no case more than one (1) full pay period following the date of selection.

Section 9. Employees will not normally be detailed to higher level positions for more than sixty (60) calendar days. Temporary promotions will be used to fill bargaining unit positions for periods in excess of sixty calendar days, to a maximum of one year, when it is known that the vacancy will not be permanent. Examples of this situation are when a vacancy is caused by an employee being on extended leave without pay or military leave. Temporary promotions for periods in excess of one hundred twenty (120)

calendar days will be filled through the competitive procedures contained in this Article. Rotation of details and/or temporary promotions shall not be used solely to avoid the procedures contained in this Agreement or the **Volpe Center Merit Promotion Policy**.

Section 10. Employees who believe that an action has been taken in violation of this Article, or that an action required by this Article has not been taken, may file a grievance directly at Step 2 of the Grievance Procedure (Article 39).

Article 23

Position Descriptions and Job Classification

Section 1. Each employee will be provided a written description of his/her duties in the form of a current position description within thirty (30) calendar days of entrance on duty. Position descriptions will list duties, responsibilities, and other information necessary to determine the proper classification of the position. The position description may also be used to identify training, qualification, and performance requirements of the position. When changes in the duties and responsibilities warrant, the position description will be amended or rewritten to provide a current description of the position.

Section 2. Both the Employer and employees take responsibility for maintaining a current and accurate description of duties. If the description is not accurate, a revised description will be prepared and classified under applicable position classification standards in accordance with current procedures. The Employer recognizes the right of the employee to grieve, in accordance with Article 39, the accuracy of the position description or to appeal the classification.

Section 3. The Employer agrees that in the case of an employee classification appeal, position classification standards, and all other pertinent data and information will be made available, upon request, to the employee and his/her designated representative. The employee will be advised by the Human Resources Division concerning his/her appeal rights and the regulatory procedures to be followed in the case of an appeal, based upon his/her belief that the existing classification is in error. The right to appeal such matters may be exercised by the employee within established time limits without fear of reprisal.

Article 24

Contracting out of Work

Section 1. In making determinations with regard to contracting out functions performed by members of the bargaining unit, the Employer will negotiate with the Local concerning contracting initiatives which could adversely affect employees in the bargaining unit prior to making any decision to undertake such contracting.

Section 2. The Employer will, in the event that work performed by bargaining unit employees is contracted-out, require as a condition of the contract, that the successful contractor offer the right of first refusal for available positions to qualified, interested employees who are adversely affected by the action.

Article 25

Reduction-in-Force

Section 1. The Employer agrees to notify the Local when a decision has been reached to implement a reorganization that affects bargaining unit employees or reduces the number of positions within the Unit. The Employer will meet with the Local, upon request, to negotiate appropriate actions and procedures to minimize or eliminate any adverse impact upon members of the bargaining unit.

Section 2. In order to minimize the impact of the reduction-in-force, the Employer will, to the extent practicable, fill existing vacancies through the placement of employees who might otherwise be affected by the reduction-in-force action. In considering employees for vacancies, strict application of qualification standards may be waived in favor of "ability to perform" determinations.

Section 3. Any career or career-conditional employee who is separated as a result of a reduction-in-force, and who has not declined placement equal in grade to the position held, and which is located within the employee's commuting area, will be placed on the Re-employment Priority List and shall be given preference for re-employment prior to considering outside sources of applicants.

Section 4. The Local will be advised of the names and classifications of bargaining unit employees affected by a reduction-in-force action. The Local shall be provided copies of retention registers and other documents used to determine employee retention and placement rights. The Local shall have a right to review pertinent

personnel records to ensure that applicable regulations and procedures have been complied with.

Section 5. During periods of reduction-in-force, the Local agrees to cooperate with the Employer in communicating to employees the reasons for reduction-in-force and further agrees to cooperate in assisting affected employees in obtaining employment.

Article 26

Disciplinary Actions

Section 1. For purposes of this Article, disciplinary actions include oral admonishment when confirmed in writing, reprimands, and suspensions of fourteen (14) days or less. More severe disciplinary actions will be processed in accordance with the procedures contained in Article 27, Adverse Actions.

Section 2. The Employer agrees to conduct an appropriate investigation before initiating a disciplinary action against an employee. Investigations shall be conducted expeditiously and normally will be completed within two weeks of their initiation.

Section 3. Employees will be disciplined only for such cause as will promote the efficiency of the service. An employee will not be disciplined for off-duty conduct unless it is established that there is a nexus between the conduct and the efficiency of the service.

Section 4. The parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior rather than to punish, and that the "Douglas Factors" regarding discipline shall be considered when determining appropriate penalties for misconduct. Discipline is part of the daily responsibility of supervisors and managers. The degree of discipline administered will be proportionate to the offense and will be determined on a case by case basis.

Section 5. When the Employer takes a disciplinary action against an employee more serious than a written reprimand, the following procedures apply:

- a. A written proposal will be delivered no less than fifteen (15) calendar days prior to taking an action and will contain the specific reasons for the proposed action stated in detail. It is understood that the proposal is not grievable upon receipt. However, disputes regarding the proposal may be merged into a grievance concerning the final decision of the Employer, after the final decision is issued.

- b. The employee will be given not less than seven (7) calendar days from the date he/she received the notice of proposed action in which to deliver an oral and/or written reply. Reasonable requests for extension will be granted. The proposed notice will specify who will receive any oral and/or written reply. This official will be the person who will be making the decision or his/her designee.
- c. The employee and his/her representative will receive reasonable time to prepare the reply, and the notice shall inform the employee of his/her right to review the material which is relied upon to support the reasons for the action.
- d. The Employer will make available for review copies of the material relied upon subsequent to the proposal notice being delivered to the employee. If requested by the employee or his/her representative, the Employer will furnish copies of such material. (The material relied upon will include the favorable and unfavorable evidence that has been collected for the charge(s)). Where management has relied upon witnesses to support the reasons for the proposed action, the Employer will make available their identity and any written statements taken as material relied upon. The information described above will include all information in the case file which is related to the charge(s), whether relied upon or not.
- e. In delivering a reply, the employee may set forth extenuating or mitigating circumstances and give reasons why the proposed action should not be affected.
- f. The final decision in a disciplinary action covered by this Section must be made by a higher **organizational or supervisory** level official than the official who issued the notice of proposed action unless the official is the Center Director. **Management reserves the right to determine who will be the deciding official. In exercising that right, management will carefully consider whether the deciding official will be outside the chain of command.** The decision letter will state which charges are sustained.
- g. In cases of off-duty conduct, the proposal and the decision will describe the nexus between the conduct and the employee's official position.
- h. All letters of final decision will include the Employers response with rationale to relevant defenses raised by the employee.
- i. The Union will be provided a copy of the final decision letter.

Section 6. In the event that the employee files a timely grievance concerning a disciplinary action under Article 39, that action will be held in abeyance until the conclusion of the grievance procedure.

Article 27

Adverse Actions

Section 1. For the purpose of this Article, an adverse action is defined under 5 USC 7512 as a suspension of more than fourteen (14) days, reduction in grade or pay, demotion, furlough for thirty (30) days or less, and removal. Adverse actions will be taken only for such cause as will promote the efficiency of the service.

Section 2. In effecting adverse actions, the Employer endorses the concepts of like penalties for like offenses and progressive discipline. However, mere surface consistency is to be avoided, and the Employer shall give due regard to the existence of any mitigating or aggravating circumstances, the nature of the position occupied by the employee involved, and any other factors bearing upon the incidents or acts involved. The degree of discipline administered will be proportionate to the offense, and determined on a case by case basis. The "Douglas Factors" shall be considered when determining appropriate penalties for misconduct.

Section 3. An employee will be given at least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. It is understood that the advance notice is not grievable upon receipt. However, disputes regarding the advance notice may be merged in a grievance concerning the final decision of the Employer, after that final decision is issued.

Section 4. The employee will be given a reasonable time, but not less than ten (10) calendar days, to request an oral reply and/or to submit a written reply. The employee may make an oral reply pursuant to 5 CFR 752.404(c)(1). Reasonable requests for an extension will be granted. The proposed notice will specify who will receive the oral and/or written reply. In making a reply, the employee may set forth mitigating circumstances and give reasons as to why the proposed action should not be affected.

Section 5. The employee and his/her representative will receive reasonable time to prepare the reply, and the notice of proposal shall inform the employee of his/her right to review the material which is relied upon to support the reason for the action. Copies of any material contained in the case file related to the charge, whether relied on or not will be included in the information.

Section 6. The employee will have the right to be represented by a union representative in the preparation and presentation of his/her reply. Official time will be provided for that purpose.

Section 7. The Employer will make a written summary of the employee's oral reply. A copy of the summary will be provided in the material relied upon.

Section 8. The Employer agrees that the employee may use the same means to take notes during a meeting that is used by the Employer.

Section 9. The final decision in an adverse action covered by this Article must be made by a higher **organizational or supervisory** level official than the official who issued the notice of proposed action, unless the Center Director is the proposing official. **Management reserves the right to determine who will be the deciding official. In exercising that right, management will carefully consider whether the deciding official will be outside the chain of command.** The decision letter will state which charge or charges are sustained. All letters of final decision will include the Employer's response with rationale to the relevant defenses raised by the employee.

Section 10. Under ordinary circumstances, an employee whose suspension or removal has been proposed shall remain in a duty status in his/her regular position during the advance notice period. In those instances where the Employer determines that the employee's presence in the work place during the notice period may pose a threat to the employee or others, result in loss or damage to Government property, or otherwise jeopardize legitimate Government interests, the Employer shall consider whether any of the following alternatives is feasible:

- a. Assigning the employee to duties where he or she is no longer a threat to safety, the agency mission, or to Government property;
- b. Placing the employee on leave with his/her consent;
- c. Placing the employee on involuntary sick or other leave when the Employer has medical documentation demonstrating physical or mental incapacitation;
- d. Carrying the employee on appropriate leave (annual, sick, leave without pay, or absence without leave) if he or she is absent for reasons not originating with the Employer; and
- e. Curtailing the notice period when the Employer can invoke the provisions of 5 CFR 752.404(d)(1) the "crime provision."

If none of these alternatives is available, the Employer shall place the employee in a paid, non-duty status during part or all of the notice period as required.

Section 11. In the event the Employer sustains the reasons and effects an adverse action against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law or to through the negotiated grievance procedure to arbitration, with the Union's concurrence.

Section 12. In the case of off-duty conduct, the proposal and decision will describe the nexus between the misconduct and the employee's official position.

Section 13. The Employer agrees that upon delivery of a notice of proposed action to the employee in connection with an adverse action, it will deliver a copy to the Union on the same day.

Article 28

Performance Appraisals

Section 1. The Volpe Center Performance Appraisal Handbook is incorporated by reference into this document.

Article 29

Employee Recognition

Section 1. The Employer will encourage supervisors to recognize the achievements of employees, to stimulate improved performance and morale, through such means as letters of appreciation or commendation and through appropriate incentive awards.

Section 2. The Employer will use the Performance Appraisal system and ratings of record as the basis for advancing employees in the pay range, including Within-Grade Increases and Quality Step Increases. They also serve as justification for Performance Awards. The Employer agrees that it will establish no quotas or pre-determined distribution rates for the size or number of performance awards.

Section 3. Special act or service awards recognize a contribution in the public interest which is:

- a. non-recurring, either within or outside job responsibilities;
- b. a scientific achievement; and/or,
- c. an act of heroism.

Special act or service awards may be granted to individuals or to groups of employees. The size of the cash award is based upon the significance of the employee contribution.

Section 4. Employees may be recognized for special efforts and achievements on project tasks of relatively short duration through the use of Spot Cash Awards.

Section 5. Employees will be encouraged to submit suggestions to improve the quality of service and/or reduce the cost of operations at the Volpe Center. Suggestions may also be considered for adoption within other components of the Department of Transportation. Consideration of suggestions shall be completed promptly (normally within 30 calendar days of submission) and employees will be notified of the decision to adopt or not adopt a suggestion. Suggestions which are adopted and implemented shall be the basis for cash awards determined by the size of the tangible or intangible benefits which accrue to the Department.

Section 6. Appropriate publicity will be provided for employees who receive awards related to their employment at the Volpe Center. The Employer will provide the Local with an annual listing of all employees who have received awards, and the kinds of awards they received. At least once a year, an appropriate ceremony shall be conducted to present awards and recognize the contributions of Volpe Center employees. The Local shall be given the opportunity to make presentations at these ceremonies.

Section 7. Employees will have their government service recognized through the award of Career Service Mementos at five year increments. A retirement certificate will be presented to each employee retiring from the Volpe Center.

Article 30

Environmental Differential

Section 1. It is the policy of the Employer to eliminate or to reduce to the lowest level possible, physical hardships, and hazardous working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition, and the work is performed on an irregular or intermittent basis, an environmental differential may be warranted. However, the existence of environmental differentials is not intended to condone work practices which circumvent Federal safety laws, rules, and regulations.

Section 2. An environmental differential shall be paid to employees within the Unit whenever they are performing duties which meet the requirements of law and regulation for such payment. Typical circumstances which may warrant a pay differential are (1) being exposed to a hazard of an unusual nature which could result in significant injury, illness, or death; (2) being exposed to a physical hardship of an unusual nature under circumstances which causes significant physical discomfort or distress not practically

eliminated by protection devices; and (3) being exposed to a working condition of an unusual nature under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye, or nose irritation, or conditions which cause abnormal soil of body or clothing, etc., and where such distress or discomfort is not practically eliminated.

Section 3. Employees will be notified when it is known that assigned work will qualify for environmental pay. However, if at any time during or after a job assignment, an employee believes that such pay may be warranted, the employee may bring the matter to the attention of his/her supervisor. If uncertain whether a differential is warranted, the supervisor will make a request for a pay determination from the appropriate officials.

Article 31

Office Environment

Section 1. The Employer agrees to provide suitable and appropriate office space to employees commensurate with their duties and responsibilities. Whenever appropriate, private offices will be provided. GSA guidelines will be adhered to as a minimum in determining space requirements, to the extent possible. When space limitations make it necessary for employees to share an office, and some offices within a Division are larger than others, the larger offices will be used for the shared space, whenever practical.

Section 2. A suitable work environment will be maintained in Volpe Center buildings and facilities. Temperature, humidity, and fresh air will be regulated to established standards and guidelines for safety and energy efficiency to ensure the comfort and productivity of employees. Whenever practical, work areas will have windows to admit natural light. Periodic meetings will be held between the Facilities Management Division and the NAGE Local R1-195 to discuss building conditions.

Section 3. Offices shall be furnished with safe, serviceable, functional, and professional appearing furniture and equipment. Adequate storage space will be provided for necessary files, references, and equipment. Employees will be provided with appropriate office automation equipment, peripherals, and software commensurate with their duties. Employees are responsible for keeping their work space neat and clean, archiving inactive files, limiting noise, and assisting in the conservation of energy.

Section 4. Employees will be provided written notification at least 10 calendar days before they are relocated or other significant change is made to their office space or work environment, except in cases of emergencies. In the event that the Local

requests negotiations, the status quo shall be maintained until negotiations are completed.

Section 5. A joint labor-management committee shall **continue** to develop a Center-wide policy pertaining to space and facilities utilization and management. The committee shall consist of an equal number of Union and Employer representatives. The committee shall consider short and long term Volpe Center space requirements, and shall prepare an annual report to be submitted to the Center Director and the Local President. In the event that the committee is unable to reach consensus, a "minority" report or two separate reports may be submitted. The report(s) shall outline plans for meeting the projected space requirements of the Center. Either party may request negotiations concerning the execution of the plans.

Section 6. Any organizational element which determines that it requires an increase or decrease in space, or other significant change to the current work environment shall submit a proposal to the joint labor-management committee established above. The committee shall consider the proposal in light of established policies and plans, and shall submit a recommendation to the Center Director and the President of the Local. Either party may request negotiations concerning the implementation of the recommendations.

Article 32

Employee Morale and General Benefits

Section 1. When a holiday falls on the regularly scheduled pay day, the Employer shall pay employees on the day previous thereto.

Section 2. Employees who commute by means of public transportation or established van pools will continue to receive transit benefit payments to the maximum extent permitted by law.

Section 3. The Employer shall maintain adequate, clean, and up to date rest rooms which are accessible to all employees. Buildings shall be provided with safe drinking water, ventilation, heating, and cooling necessary for employees' health, welfare, and morale.

Section 4. The Employer shall continue to provide high quality cafeteria services accessible to all employees. Menus shall offer reasonably priced, wholesome, and healthy choices with a variety of menu items.

Section 5. The Employer shall continue to provide Health Unit services to all employees. The Health Unit shall be staffed on a full-time basis with an Occupational Health Nurse. On a regular basis, a Medical Doctor shall be available in the Health Unit for consultations and advice. The Health Unit will provide emergency treatment for illness or injuries, periodic health screenings and examinations, non-prescription medications, inoculations, and blood pressure screening at no cost to employees.

Article 33

Fitness Center

Section 1. The Parties agree that encouraging exercise at the work place is a way to improve productivity and health of employees. The Volpe Center is committed to providing a comprehensive wellness program, and encouraging maximum participation on the part of the workforce in programs to promote and maintain the health of all employees. The physical fitness program administered by the VNTSC Fitness Center is an integral part of the Wellness Program. Programs shall be made available for all employees regardless of age, or physical handicap.

Section 2. The Employer and the Union recognize the value of providing incentives to encourage employee participation in Fitness Center programs. A standard fee of forty-five dollars (\$45) per annum shall be established for membership in the Fitness Center for federal employees working at the Volpe Center. An incentive discount will be given for regular and frequent participation as follows:

- ◆ \$20 discount for once/week average (\$25 net)
- ◆ \$35 discount for twice a week average (\$10 net)

Ten dollars (\$10) shall be collected at the beginning of the first period of membership. At the end of the year (September 30th), participation rates will be calculated and discounts will be deducted from the \$45 fee for the following year.

Deductions will be based on the following:

- ◆ 44 weeks equals one full year (October 1 - September 30);
- ◆ participation rates will be determined based on daily sign-in sheets;
- ◆ participation rates will be determined based on the portion of a year they were members; and
- ◆ employees are responsible for completing the sign-in sheets to take advantage of the discount.

Section 3. In order to encourage Federal employees to participate in Fitness Center programs, "new" members will be permitted a free ninety calendar day trial period of

membership. New members are those who are not currently, and have not been within the previous eighteen (18) month period, members of the Volpe Fitness Center program. Fitness Center users will be required to undergo initial or periodic health screening. The results of such screening shall be held strictly confidential, and shall not be disclosed, except as provided by the Privacy Act disclosure statement.

Section 4. Membership by contractors will be limited to "incidental use" of the facilities. New memberships for contractors will not be allowed until it is determined that the capacity for effective use of the facility by Federal employees has not been exceeded. Furthermore, contractor members may be restricted from use of facilities during peak hours during the day.

Section 5. The Volpe Fitness Center User Group, made up of representatives of members of the Fitness Center, will assist the Employer concerning operation of the Fitness Center. They will be provided a budget of one thousand dollars (\$1,000) per year for activities aimed at expanding the use of the Fitness Center facilities and programs to begin in FY95.

Article 34

Child Care

Section 1. The Employer recognizes the importance of having high quality and affordable child care services available to all employees. The Employer will provide space and facilities for an on-site child care center, which will be operated in conformance with applicable Federal and State laws and regulations. A governing board shall be responsible for the operation and management of the child care center. Membership on the governing board shall be made up as follows:

- a. Seven voting members elected by parents-at-large, no fewer than four of whom are federal parents or other federal employees;
- b. One voting member appointed at the discretion of the NAGE Local R1-195;
- c. One voting member appointed at the discretion of the Employer; and,
- d. The TSC Childcare Director as a non-voting member.

By majority vote, the Board may add other non-voting members, not employed by TSC Childcare.

Section 2. Volpe Center employees shall have absolute preference over all others in enrolling children in the child care program, for current or future vacancies. Tuition fees for federal employees shall be set at the lowest possible level, consistent with operating requirements. To the extent that there is excess capacity available, and there is no

adverse impact on Volpe Center employees, other children may be enrolled in the program according to the following priorities:

- ◆ Other federal employee tenants at the Volpe Center
- ◆ Other federal employees
- ◆ Volpe Center on-site contractor employees
- ◆ Other non-federal parents

Fees for non-federal employees shall be based upon market rates for the local area. Periodic surveys of other comparable child care facilities shall be conducted to determine such fees.

Article 35

Employee Orientation

Section 1. The Employer agrees to provide orientation to new employees. At a minimum, the program will include a brief overview of the Volpe Center, basic information on employee responsibilities and benefits, the distribution and discussion of the Employee Standards of Conduct, and distribution of information on the Union's exclusive representational rights.

Section 2. The Employer will notify new employees of the fact that National Association of Government Employees represents the employees of the Unit and shall supply each new employee with a copy of this Agreement and a package of material provided by the Union. The Employer will notify the Union of any new employees and their mail code.

Section 3. Whenever a group orientation is conducted by the Employer for employees, the Union will be notified and authorized to be present on official time. The Union will be afforded an opportunity to make a twenty minute presentation to employees during the orientation to introduce employees to the Union.

Section 4. Upon approval by RITA, the Employer shall reproduce, in a format mutually acceptable to the Parties, sufficient copies of this Agreement to provide:

- a. One copy for each member of the bargaining unit,
- b. One hundred (100) copies to be provided to the Local,
- c. One copy for each new employee hired into the bargaining unit during the term of the Agreement, and
- d. A copy of the Agreement will be placed in the Volpe **Center Intranet**

Article 36

Part Time Employees

Section 1. It is the intent of the Employer to make part-time career opportunities available to employees consistent with workload requirements. Part-time employees shall be entitled to partake in all the benefits enjoyed by full time employees in accordance with applicable laws and regulations.

Section 2. An employee may at any time make a request for conversion to part-time employment. The Employer shall seriously consider employee requests to work part-time. Granting or denial of such requests shall be consistent with workload requirements and other organizational considerations. When such a request cannot be accommodated, the reasons will be explained in writing upon request.

Section 3. An employee has no automatic right to return to full-time status after having accepted a part-time position. However, the Employer will give serious consideration to a request to return to full-time, consistent with workload and other requirements. When such a request cannot be accommodated, the reasons will be explained in writing upon request.

Section 4. When a holiday falls on a part-time employee's regularly scheduled workday, the employee will be paid for the number of hours he/she was scheduled for that day.

Section 5. Before an employee is assigned to a part-time position, the Employer will inform him/her of the impact of the assignment on areas such as leave, health and life insurance, promotion, retirement, and conversion back to full-time.

Article 37

Employee Right To Privacy

Section 1. The Employer agrees to comply with the Privacy Act, 5 U.S.C. 552a in collecting and maintaining information about employees.

Section 2. When the Employer collects private information from employees, it agrees to provide information as to why the information is required, the likely consequences, if any, of not providing the information, and where employees can challenge their inclusion in the group of employees being asked for confidential information.

Section 3. The Employer has decided to take reasonable actions (e.g., having a guard force, installing and maintaining cameras and other security devices) in an effort to ensure a safe and secure working environment.

NOTE: The last sentence from section 3 in Article 37 referencing the Volpe Center Security Handbook is deleted

Article 38

Allotment of Dues

Section 1. Employees who are members in good standing of the Local may authorize an allotment from their pay to cover the regular dues for such membership, provided that they meet all the following requirements:

- a. They receive an established amount of pay on the regular scheduled payday and that such normal pay is sufficient, after legal deductions and other authorized allotments, to cover the full amount of allotment for dues established;
- b. They have completed a request for such allotment from their pay, Standard Form 1187; and
- c. Employees are in the unit for which exclusive recognition has been granted.

Section 2. The Local will provide to members in good standing of the Local the prescribed form SF 1187, and receive completed forms from members who want to request allotments. The President, Vice President, Secretary, or Treasurer of the Local may receive the completed forms, enter the amount of regular dues to be deducted from the member each pay period, and determine whether such individual is a member in good standing of the Local. The Local officer will then complete the required certificate and submit the form to the Human Resources Division, which will review the form and submit it to the payroll office.

Section 3. Allotments received on properly completed and certified forms which are received by the Employer five (5) or more workdays from the beginning of a pay period will be processed, and the authorized amount withheld from the employee's pay for the next pay period, provided that the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the dues. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions stated in Section 5.

Section 4. The payroll section will withhold the amount authorized from the pay of each employee for whom it has a properly executed current allotment authorization. This amount has been established on the basis of the amount of regular dues (exclusive of initiation fees, assessments, back dues, fines, and similar charges and

fees). If the amount of regular dues is changed, the Local will notify the Human Resources Division, in writing, of the change. Such changes shall be effective not later than the beginning of the second pay period following notification.

Section 5. The payroll office will terminate an allotment:

- a. At the end of the pay period when, or during which, an employee is separated from the agency or moves to a position not serviced by the payroll section, or outside the bargaining unit;
- b. Effective with the first pay period that the payroll section receives notice from the President of the Local that the employee is no longer a member in good standing of the Local;
- c. At the beginning of the first pay period following the one year anniversary of automatic dues deductions, after the employee's written revocation of his/her allotment is received in the payroll section; and/or
- d. For employees who have been subject to automatic dues deductions for at least one year, at the beginning of the first pay period following October 1 each year, after the employees written revocation of his/her allotment is received in the payroll section.

Section 6. Upon disbursement for each pay period, the Accounting Officer will certify for payment the net amount withheld. The Check will be made out and sent to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, MA 02169-4213. The check will be accompanied by a list of the employee members of the Local who have current allotment authorizations on file, the amount withheld from each member's pay, and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the amount of the deduction. A copy of the listing will be provided to the Local.

Article 39

Grievance Procedures

Section 1. The purpose of this Article is to provide the sole procedure for the prompt and equitable resolution of grievances filed by employees or the parties. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 2. A grievance is defined as any complaint subject to the control of the Employer:

- a. By any employee in the bargaining unit concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee in the bargaining unit; or
- c. By an employee in the bargaining unit, the Union, or the Employer concerning:
 - 1) the effect or interpretation, or a claim of breach, of the Agreement; or
 - 2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Grievances which involve the same issue and arise from the same or similar facts and actions, initiated by more than one employee, may be joined and processed as one by the election of either party.

Section 3. The negotiated grievance procedures contained in this Article do not cover:

- a. Any claimed violation relating to prohibited political activities;
- b. Any complaint concerning retirement, life insurance, or health insurance;
- c. Any suspension or removal for national security reasons;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee; and
- f. Complaints concerning Veteran's Preference.

Section 4. A complaint concerning actions defined in 5 USC 4304 (removal or reduction in grade based upon unacceptable performance) and Section 7512 (removal, suspension for more than fourteen days, reduction in grade or pay, or furlough for thirty days or less for such cause as will promote the efficiency of the service) may be raised under the grievance/arbitration procedure provided in this Agreement or under the applicable statutory procedure, whichever event occurs first.

Section 5. Employees must use the grievance procedures set forth in this Article for filing and processing grievances concerning issues relating to this Agreement.

Section 6. If an employee elects to present a grievance without Union representation, the Union will be given the right to be represented at all formal meetings concerning the grievance and at the adjustment of the grievance. The Union shall be given reasonable advance notice (generally one workday) of such meetings. The Parties agree that an adjustment must not be inconsistent with the terms and conditions of this Agreement.

Section 7. If a question of grievability is raised, the Party making that assertion shall notify the other Party in writing stating the reasons for such determination. The

grievance shall proceed through the grievance procedure with the question of grievability joined to the grievance.

Section 8. A grievance must be initiated within fifteen (15) calendar days after the occurrence out of which the grievance arose, or fifteen (15) calendar after the date the aggrieved became aware or should have become aware of the occurrence giving rise to the grievance. The date of the occurrence shall not be counted in computing timeliness. Any grievance not presented within the time period will not be capable of presentation or consideration at a later date unless the parties mutually agree to waive the time limits. New issues unrelated to the grievance in question may not be raised by either party unless they have been raised at the initial step of the grievance procedures, provided, however, that the parties may agree mutually to join new issues to a grievance in progress.

Section 9. A grievance as defined in Section 2 of this Article shall be processed in two steps as follows:

- a. A written grievance must be filed within fifteen (15) calendar days of the incident which gave rise to the grievance, or fifteen (15) calendar days after the date the aggrieved should reasonably have been aware of the occurrence. A written grievance shall include:
 - 1) Date submitted;
 - 2) Name of grievant and his/her representative, if any, and signature of grievant, or his/her representative;
 - 3) Work location;
 - 4) Sufficient detail to identify the basis of the grievance, including the specific Article and Section of the Agreement, and general reference to any practice, law, rule, or regulation alleged to be violated, misinterpreted, or misapplied and any alleged facts; and
 - 5) The specific personal relief the employee seeks.
- b. Step 1. The written grievance must be submitted to the immediate supervisor or designee within the above time limit of fifteen (15) calendar days. The immediate supervisor will , upon request, meet with the grievant within ten (10) calendar days after receipt of the grievance. Within ten (10) calendar days after the close of the meeting, or within fifteen (15) calendar days after the submission of the grievance, if no meeting is held, a written response will be provided, including the reason for the decision.
- c. Step 2. If the grievant is not satisfied with the response from Step 1, the grievance may be appealed to the Center Director or designee within ten (10) calendar days of the Step 1 response. Management reserves the right to determine who will be the Step 2 deciding official. In exercising that right, management will carefully consider whether the deciding official will be outside the chain of command. If either party to the grievance

elects, a meeting shall take place within ten (10) calendar days of after the receipt of the grievance. Within twenty-one (21) calendar days after the close of the meeting, or within twenty-one (21) calendar days after the receipt of the grievance, if no meeting is held, a written response will be provided. It will cite the reasons for the decisions.

Section 10. Grievances filed by the Employer against the Union will be filed within fifteen (15) calendar days with the president of the Local. If either party requests, a meeting will be held within ten (10) calendar days. The Union may have two (2) representatives present at the meeting. The Union will provide the Employer a written decision within twenty (20) calendar days of the meeting.

Section 11. Grievances against the Employer, not filed by, or on behalf of, an employee, will be filed within fifteen (15) calendar days with the Center Director. If either party requests, a meeting will be held within ten (10) calendar days. The Employer will provide a written decision within twenty (20) calendar days of the meeting.

Section 12. The initiator of a grievance may terminate it by written notification to the other party. The initiator's termination action will be binding on him/her, the Union, and the Employer.

Section 13. Failure on the part of the Employer to observe the time limits for any step in the procedure will result in a penalty. For each workday in which the Employer is late, the Employer will increase the official time bank by one day. Failure on the part of the grievant or the Union to meet time limits for any step will have the effect of canceling the grievance. When extenuating circumstances limit either Party's ability to meet deadlines, the time limits may be extended by mutual agreement.

Section 14. The parties will have the obligation of maintaining a complete record during steps of the grievance procedure and the obligation of producing any and all witnesses who have relevant information concerning the matter at issue.

Article 40

Arbitration

Section 1. If either party is not satisfied with a decision rendered under Article 39, Grievance Procedure, they may submit the grievance to arbitration by notifying the other in writing within fifteen (15) calendar days of the receipt of the decision. In that event, the parties will meet within seven (7) calendar days for the purpose of

endeavoring to select an arbitrator. If agreement cannot be reached, either party may, within seven (7) calendar days after the meeting, request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. Both parties shall meet within seven (7) workdays after receipt of the list. If both parties cannot agree upon one (1) of the listed arbitrators, then the Employer and the Union will alternately strike one (1) arbitrator's name from the list of five (5), until one name remains. The remaining name shall be the duly selected arbitrator.

Section 2. The grievance shall be heard by the arbitrator as promptly as practical on a date mutually agreeable to the arbitrator and the Parties. The arbitrator will be required to render his/her decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearings unless the Parties mutually agree otherwise.

Section 3. Any fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The employee's Union representative (if an employee of the Volpe Center), grievants/appellants, and necessary witnesses shall be excused from duty to testify in the arbitration proceedings. The cost of any services mutually agreed to in connection with arbitration procedures shall be shared equally by both Parties.

Section 4. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. His/her award shall be limited to the issues(s) presented at arbitration. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations prior to addressing the merits of the original grievance, to the extent possible. It is agreed that arbitration provided herein shall be binding in all situations relative to the interpretation and application of the Agreement within the limitations allowed by law. Either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 5. By mutual agreement, the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issues(s) in writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, exchanging lists of witnesses, or waiving the use of a transcript.

Section 6. Normally, the Parties agree to exchange a complete list of prospective witnesses at least fifteen (15) calendar days prior to the hearing. The Parties shall attempt to mutually agree on witnesses to testify at the hearing. In the event that the Parties cannot agree on appropriate witnesses, the respective lists of requested witnesses shall be presented to the arbitrator at the hearing. In determining who shall appear, the arbitrator shall approve only those persons whose testimony will be material to the matter in dispute and not unduly repetitious of other testimony offered. A request for such determination may also be made by either party in writing prior to the hearing.

Section 7. An employee who is found by the arbitrator to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials from the employee, that employee may be entitled to back pay and allowances and reasonable attorney fees.

Article 41

Pilot and Demonstration Programs

Section 1. The Employer and the Union agree to consider and act upon proposals made by either party to improve or expand the benefits and flexibilities available to bargaining unit employees, or to make modifications in personnel policies and practices as they effect Volpe Center bargaining unit employees. The preferred mechanism for such consideration and action will be a labor-management committee, with representation from both parties and a charter and time-frame agreed upon by the Partnership Council (Article 4).

Article 42

Duration and Termination

Section 1. This Agreement shall be executed after approval by the Research and Innovative Technology Administration (RITA), U.S. Department of Transportation. The Agreement shall be approved or disapproved within thirty (30) calendar days after the date it is forwarded for review. If the Agreement is not approved or disapproved within thirty days, it shall become effective, as a matter of law, on the thirty first (31st) day.

Section 2. This Agreement shall be binding upon the Employer and the Local for a period of four (4) years after its effective date. By mutual agreement of the Parties, this Agreement may be extended from year to year thereafter.

Section 3. Either Party may give written notice to the other, not more than one hundred and five (105) nor less than sixty (60) calendar days prior to the initial expiration date and each anniversary thereafter, of its intention to reopen and amend, modify, or terminate the Agreement. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than thirty (30) calendar days prior to the anniversary date. If negotiations are not concluded prior to an expiration date, the Agreement will be extended for a period of thirty (30) calendar

days. At the conclusion of the extension, the Agreement will terminate unless extended by mutual consent for an agreed upon period of time.

Section 4. In the event that any provision of the Agreement shall at any time be found, declared, or made invalid by a court of competent jurisdiction or by operation of any law, regulation decree, or executive order, the entire Agreement will not be invalidated. It is the express intention of the Employer and the Union that all provisions not found, declared, or made invalid shall remain in full force and effect for the duration of the Agreement. Mandatory amendments to this Agreement may be required because of the above.

Section 5. If the Agency disapproves the negotiated language (pursuant to 5 USC 7114(c)), the Union is free to petition the FLRA to challenge the decision or to reopen negotiations over the topic.

Section 6. To the extent that the provisions of Department of Transportation regulations which are promulgated after the effective date of this Agreement are in specific conflict with this Agreement, the provisions of this Agreement will govern.