Collective Bargaining Agreement

U.S. Department of the Interior, Office of the Secretary,
Office of Aviation Services

and the

National Federation of Federal Employees

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PREAMBLE

In accordance with the provisions of 5 USC Chapter 71, this Agreement and any supplementary agreements together constitute a Collective Bargaining Agreement (CBA) between the U.S. Department of the Interior, Office of Aviation Services (OAS), herein after referred to as the Employer/Management, and the National Federation of Federal Employees (NFFE), IAM&AW, AFL-CIO, herein after referred to as the Union, which has been recognized as the exclusive representative of the Employees within the Labor Bargaining Unit defined in Article 4 of this Agreement.

It is the intent and purpose of the Parties here to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Civil Service Reform Act, to establish a basic understanding relative to the personnel policies, practices, procedures and matters affecting general conditions of employment within the jurisdiction of the OAS, and to provide means for amicable discussion and adjustment of matters of mutual interest.

The Employer and the Union recognize that they have a mutual interest in the mission of OAS and the Union. The OAS's primary goals are "…to raise the safety standards, increase the efficiency, and promote the economical operation of aircraft activities in the Department of the Interior." (Department of the Interior Order No.1549, Establishment of the Office of Aircraft Services, dated July 1, 1973). NFFE's mission is to advance the social and economic welfare and education of federal workers through continued work in organizing units of federal employees, representing their interests through collective bargaining, lobbying for legislative action, fighting for better working conditions, and promoting labor-management partnerships in agency decision-making. This Agreement serves to promote and improve the effectiveness and efficiency of the OAS through a constructive, respectful, and cooperative relationship between the Employer and the Union.

ARTICLE 1. DEFINITIONS AND ACRONYMS

1.1 Relevant terms used in this Agreement shall have the same meaning as defined in the Federal Service Labor-Management Relations Statute, at 5 USC 7103(a).

1.2 The following definitions of terms used in this Agreement shall apply, and in addition to them those definitions in the Statute not listed below shall apply.

Alternative Dispute Resolution (ADR): ADR consists of a variety of approaches to early intervention and dispute resolution. Many of these approaches include the use of a neutral individual such as a mediator who can assist disputing Parties in resolving their disagreements. ADR can be used as a cost-effective, cooperative alternative to resolve employee issues before arbitration is pursued.

Amendments: Modifications of the CBA that add, delete, or change portions, sections, or articles of the Agreement.

Appropriate Authorities: Officials of organizations that under law or regulation have operational or regulatory authority over matters affecting working conditions at OAS, and whose decisions are not subject to veto by the Employer. Examples of such organizations are: the Office of Personnel Management (OPM), the General Services Administration (GSA), the Federal Labor Relations Authority (FLRA), the Merit Systems Protection Board (MSPB), the Government Accountability Office (GAO), the Department of Labor (DOL), the Public Health Service (PHS), the Government Printing Office (GPO), the Equal Employment Opportunity Commission (EEOC), the Department of the Interior (DOI), the Office of Management and Budget (OMB), and the Office of the President.

Arbitration: Procedures, which may include a hearing, to obtain a decision by an independent Arbitrator on disputes between the Union and Employer that are not satisfactorily resolved through the negotiated grievance procedure covered in this Agreement.

Bargaining Unit (BU): Also referred to in this Agreement as the Unit, or Labor Bargaining Unit (LBU), which consists of the positions designated by the Authority to be represented.

Bargaining Unit Employee (BUE): An employee for whom the Union is entitled to act and negotiate collective bargaining agreements.

Collective Bargaining Agreement (CBA): A written negotiated agreement Management and the Union entered into as a result of collective bargaining pursuant to the provisions of 5 USC Chapter 71 which establishes the terms and conditions of employment governing the relationship between Management and the Union. In this Agreement, the terms “Collective Bargaining Agreement”, “CBA”, “Contract”, and “Agreement” are used interchangeably.

Days: Any reference to days in this Agreement will mean workdays unless specifically stated as calendar days. Workdays are Mondays through Fridays, exclusive of holidays or days the Employer is closed for business.

De minimis: A term used by the FLRA that refers to minimal changes on conditions of employment that the employer is not obligated to bargain over. Applied on a case by case basis in accordance FLRA guidance.

Emergency: As determined by management, a situation or occurrence that happens unexpectedly and demands immediate action and a condition of urgent need for action or assistance such as a situation which poses immediate and/or unforeseen work requirements for the employer as a result of natural phenomenon or other circumstances beyond the employer's reasonable control.

Employee: An employee defined in 5 USC Section 7103(a)(2); and if the Parties disagree on an employee's bargaining unit status, the issue will be decided by the FLRA. Employees, as identified in Article 4, are included in the Bargaining Unit.

Employee Assistance Program (EAP): The EAP provides free, confidential [5 USC 552a(b)] short-term counseling to employees. The EAP has a goal to restore employees to full productivity and, when appropriate, make a referral to an outside organization, facility, or program that can assist the employee in resolving his or her problem.

Employer: The Office of Aviation Services also referred to as "Management."

Employee Performance Appraisal Plan (EPAP): A written plan consisting of identified critical elements and the performance standards that identify levels of performance.

Exclusive Representative: The Union, National Federation of Federal Employees (NFFE).

Exigency: Urgent; a situation which demands prompt action or remedy.

Fair and equitable: Just, impartial, and reasonable.

Fair/Fairly: Free from bias or injustice; honest, just and straightforward; just, impartial, evenhanded and reasonable.

Federal Labor Relations Authority (FLRA): The independent agency responsible for administering the Statute also referred to as "the Authority" in this Agreement.

Federal Service Labor-Management Relations Statute (FSLMRS or Statute): The law (Chapter 71 of Title 5, United States Code) that provides the basis for the Federal labor relations program and establishes rights and obligations for Management, the Union, and employees.

Formal Discussion: A meeting would be considered a formal discussion when one or more representatives of the Agency and one or more bargaining unit employees are present to make or discuss decisions concerning any grievance or any personnel policy or practice or other general condition of employment. The term "discussion" is viewed as synonymous with "meeting."

Consequently, dialogue between Management and bargaining unit employees is not necessary for a determination that the meeting was a formal discussion.

Federal Mediation and Conciliation Service (FMCS): The Federal Mediation and Conciliation Service is an independent agency whose mission is to preserve and promote labor-management peace and cooperation.

Federal Service Impasses Panel (FSIP): The Panel resolves impasses between Federal agencies and unions representing Federal employees arising from negotiations over conditions of employment under the Federal Service Labor-Management Relations Statute and the Federal Employees Flexible and Compressed Work Schedules Act.

Human Resources Office (HRO): The Employer's servicing Human Resources Office.

Holiday: Official federal holiday as provided by 5 USC 6103.

Hostile Work Environment: A form of harassment, demonstrated by severe and pervasive conduct that permeates the work environment and interferes with an employee's ability to perform his or her job.

Impact and Implementation Bargaining: As applicable to 5 USC 7106(b)(2) and (3), collective bargaining related to the procedures which management officials of the agency will observe in exercising management rights and the appropriate arrangements for employees adversely affected by the exercise of such management rights.

Interest Based Bargaining: Bargaining emphasizing a more collaborative approach than traditional bargaining. There is less emphasis on staking out a particular position and more on showing "why" certain requests are being made.

Impasse: The inability of representatives of the Employer and the Union to arrive at an agreement concerning negotiable matters through the negotiation process (5 USC 7119).

Management Official: An employee defined in 5 USC 7103(a)(11); and if the Parties disagree on an employee's bargaining unit status, this issue will be decided by the FLRA. Management officials are excluded from the Bargaining Unit.

Merit Systems Protection Board (MSPB). Merit Systems Protection Board is an independent, quasi-judicial agency in the Executive branch that serves as the guardian of Federal merit systems.

National Federation of Federal Employees (NFFE): The exclusive representative of the OAS Labor Bargaining Unit. Affiliated with the International Association of Machinists and Aerospace Workers (IAMAW). National NFFE may delegate representation to a Local.

Negotiation: Bargaining between one or more representatives of the Employer and the Union with the objective of arriving at a formal agreement intended to resolve or prevent problems or obtain benefits.

Objective: Free from bias or prejudice; just, impartial, evenhanded and reasonable.

Official Time: The authorized time during which an employee represents NFFE as a Union Officer, Official or Representative as identified in the Collective Bargaining Agreement or otherwise authorized under 5 USC 7131, during which time the employee otherwise would be in a duty status.

Party or Parties: Typically, the Employer and the Union; in certain situations, the Employee(s) is also one of the Parties. NFFE and OAS are considered Parties to this CBA.

Past Practice: Past practice is a common term used to describe work site behavior that is consistent and of significant duration such that it takes the form of an unwritten but enforceable policy, if it concerns conditions of employment. Past practices shall not be changed as a result of not being enumerated in this Agreement. Such practices remain in effect provided they are not contrary to law and/or this Collective Bargaining Agreement.

Position: Within this Agreement, a Federal Government position in the Bargaining Unit.

Shared Drive: OAS-wide shared computer drive.

Short-term suspension: A disciplinary action consisting of a suspension from duty without pay for 14 calendar days or less which is not appealable to the MSPB.

Statute: U.S. Code Title 5, Government Organization and Employees, Chapter 71, Labor-Management and Employee Relations (referenced throughout this document as 5 USC Chapter 71).

Statutory: Established by or provided through a law of and for the U.S. Government.

Stay: To halt an action.

Status Quo: The existing state of affairs at a given point in time.

Supervisor: The immediate supervisor of the bargaining unit employee unless specified otherwise. An employee defined in 5 USC 7103(a)(10); and if the Parties disagree on an employee's bargaining unit status, the issue will be decided by the FLRA. Supervisors are excluded from the Bargaining Unit.

Substance Bargaining: Refers to bargaining under 5 USC Chapter 71 that is not covered by 5 USC 7106(b)(2) or (3).

Supplements: Additional articles dealing with matters not covered by this Agreement, which may not delete, modify, or otherwise nullify any provisions of this Agreement.

Unfair Labor Practice (ULP): A violation of a provision(s) of the Statute as defined under 5 USC 7116.

Union: The term "Union" throughout this Agreement refers to the National Federation of Federal Employees (NFFE).

Union Officials, Union Representatives, Union-Designated Representatives: Any accredited national or regional representative of NFFE, or any duly elected, appointed, or designated official or representative of NFFE.

Weingarten Rights: Refer to Article 6. 5 USC 7114(a)(2), Representation rights and duties.

Workload: The tasks that an employee is: a) normally assigned to complete by a supervisor or management official; or b) is expected to complete on a regular basis based on their position description, performance plan, government-wide law or regulation or other DOI, Public Safety, Resource Protection and Emergency Services (PRE), OAS policy/procedural documents.

Work Site: The place where an OAS employee goes to perform work assigned by OAS (e.g., Bethel, Alaska; vendor aircraft hangar).

1.3 The following acronyms used in this Agreement shall apply.

ADR: alternative dispute resolution

AWS: alternate work schedule

BUE: bargaining unit employee

CBA: Collective Bargaining Agreement

DAS-PRE: Deputy Assistant Secretary for Public Safety Resource Protection and Emergency Services

DOI: Department of the Interior

EAP: Employee Assistance Program

eOPF: electronic official personnel folder

EPAP: employee performance appraisal plan

FLRA: Federal Labor Relations Authority

FMCS: Federal Mediation and Conciliation Service

FSIP: Federal Service Impasses Panel

FSLMRS: Federal Service Labor Management Relations Statute

FWS: Flexible work schedule

HRO: Human Resources Office

LBU: Labor Bargaining Unit

MSPB: Merit Systems Protection Board

NFFE: National Federation of Federal Employees

OAS: Office of Aviation Services

OPM: Office of Personnel Management

PDI: Pre-Decisional Involvement

SimCom: simulated compressed work schedule

ULP: Unfair Labor Practice

ARTICLE 2. LAWS AND REGULATIONS

2.1 In the administration of all matters, including each Article covered by this Agreement, the Employer, the Union, and the employees shall be governed by applicable Federal statutes and Government-wide regulations in existence at the time this Agreement was approved.

2.2 Where any DOI/OAS policy/regulations/instructions conflict with this Agreement or a supplemental agreement, the Agreement shall govern.

2.3 Both Parties will comply with all applicable laws, executive orders, regulations, policies, procedures and other governing guidance in carrying out their responsibilities under this Agreement. This compliance agreement does not open bargaining on any of the aforementioned governing guidance, but is included to emphasize the Parties' interest in being legally compliant and to forego repetitive references to such governing guidance throughout the Agreement. Inclusion of specific citations of governing guidance in the Agreement does not mean that such citations have been negotiated between the Parties; such citations are included for clarity or to further a better understanding of a given issue.

2.4 If a law or Government wide regulation changes, both the Union and Management will review the law for impact. If no impact on working conditions, reference to the changed law will be added if needed as an addendum to the Collective Bargaining Agreement with no negotiation required.

2.5 The provisions of this Agreement shall not nullify or abridge the rights of the employee, Union, or Employer as established under Title 5 USC Chapter 71.

ARTICLE 3. EFFECTIVE DATE, DURATION, AMENDMENT OF THE CBA, MID-TERM BARGAINING

3.1 The effective date of this Agreement shall be the date approved by the Department, Director, Office of Human Resources, Office of the Secretary under agency head review. The Agreement will be forwarded to the Department for agency head review after ratification by the Union membership. This Agreement shall remain in effect for 3 years.

3.2 This Agreement shall be automatically renewed for successive five year periods thereafter unless either Party serves to the other Party a written notice requesting to renegotiate the Agreement. The request must be submitted between 60 and 90 calendar days prior to the expiration date of the Agreement.

a. This Agreement will be extended and remain in effect until the effective date of the renegotiated agreement.

b. Within 30 calendar days of a Party serving notice to renegotiate this Agreement, the Parties will begin negotiations on ground rules for the negotiation of a new Agreement.

3.3 Binding requests to amend the Agreement may be made annually. A request to amend the Agreement must be provided by either Party to the other Party between 60 and 90 calendar days prior to the anniversary date the Agreement initially became effective.

3.4 This Agreement is subject to reopening in accordance with the rights provided by the Statute when amendments are required due to changes in laws, government-wide rules or regulations, and Executive Orders. When the Agreement is reopened as a result of the aforementioned changes, the subject of negotiations will be only what has been impacted by the changed governing guidance and no other parts of the Agreement will be opened.

3.5 During the first 3 years, requests to reopen the Agreement (for purposes other than described in Section 3.3 above) must be provided by either Party to the other Party, in accordance with the negotiations procedures in Article 13, Negotiation Procedures. When reopening any part of this Agreement for negotiations, both Parties must agree on whether or not the Agreement will be reopened and on the specific articles to be discussed. Only the specific items agreed to by both Parties will be reopened. The decision of either Party not to reopen shall not be appealable in any forum.

3.6 In the event that any provision of this Agreement shall be found or declared to be invalid by a court or other authority, or by law or government-wide rules or regulations, and/or Executive Orders, such decisions shall not invalidate the entire Agreement since it is the expressed intention of the Parties that all other provisions remain in full force and effect for the duration of this Agreement. Action to bring the affected portions into compliance will be taken as expeditiously as possible.

3.7 Any supplemental agreement reached between the Parties will be recognized as part of this Agreement. Supplemental agreements are subject to agency head review in accordance with the Statute. Agency head review is not required for agreed-upon settlement agreements, such as those agreements related to grievances, ULPs, EEO cases, or supplemental agreements entered into by the Parties pertaining to local policies such as building facilities to include parking or employee work spaces.

ARTICLE 4. RECOGNITION AND UNIT DESIGNATION

4.1 The Employer hereby recognizes that NFFE, hereinafter referred to as the Union, is the exclusive representative of all employees in the Unit (as defined in Section 4.2 below).

4.2 The Unit to which this Agreement shall apply is defined in the Amendment of Certification, Case No. SF-RP-13-0001, issued by the Authority, dated November 20, 2012, and the Certification for Inclusion in Existing Unit, Case No. SF-RP-15-0026, dated August 5, 2015, as follows:

Included: All professional and non-professional employees of the Office of Aviation Services, U.S. Department of the Interior.

Excluded: All management officials; supervisors; and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

4.3 When it comes to either Party's attention that an employee's bargaining unit status is coded incorrectly on their personnel action form or list of employee/positions, the Parties will determine the appropriate action. Simple coding errors can be corrected by the HRO. If the Parties disagree on an employee's bargaining unit status, the issue will be decided by the FLRA. The bargaining unit status, as included or excluded, will not be changed until such time as the FLRA has made a determination as to the correct status of the employee(s).

ARTICLE 5. NEW EMPLOYEE ORIENTATION

5.1 The Union may provide to the Employer material about the Union which will be inserted into the new employee packet. The Employer will include such union material in the employee packet that is provided to the employee on his or her first day of work.

5.2 A new OAS employee will be authorize up to one hour, at a time subject to workload considerations, to meet with the Union for a union orientation.

ARTICLE 6. EMPLOYEE RIGHTS AND RESPONSIBLITIES

6.1 Every employee retains their rights, entitlements and protections under applicable laws and regulations. The Union and the Employer recognize the employee's rights as covered in 5 USC 7102. Employees have the right to form, join, or assist a union or to refrain from doing so. Employees are free to exercise these rights without fear of penalty or reprisal and shall be protected in exercising this right. Employees have the right to act as a Union representative, and in that capacity, to present Union views to Management, the Congress or other authorities; and to negotiate over conditions of employment through their chosen representative.

6.2 Each employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without Union representation or notification to the Union of such a meeting, or may elect to go through the Union on such matters. Employees will be treated fairly, consistently, and equitably in all personnel matters.

6.3 In order for the Union to resolve employee issues, employees must fully disclose pertinent details so the Union can fully comprehend the circumstances to resolve the issues with Management.

6.4 Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law, regulation, Ethical Standards of Conduct and/or Department policy. No employee will be unlawfully discriminated against by the Employer or the Union because of race, color, religion, sex, sexual orientation, national origin, age, physical or mental handicap, marital status, domestic partnership, lawful political affiliation, or labor organization membership.

6.5 All employees shall be treated with respect, common courtesy, and consideration. Any communication with employee(s) concerning performance or conduct will be done in a private manner unless imminent danger exists or is perceived to exist. Even in these situations, any communication will be done in a most professional manner.

6.6 The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under 5 USC Chapter 71, the negotiated grievance procedure, or any other available procedure for redressing wrongs to an employee.

6.7 The Employer shall encourage policies and practices that create a safe and professional atmosphere that promotes pride and dedication to work performance, fosters open teamwork and communication, and encourages expression of employee talents and creativity.

6.8 Legal Rights and Warnings for Employees in Investigations or Examinations: The following rights/warnings do not indicate that Management and the Union bargained over the meaning or application of the rights. The following rights are included in this Agreement only as a reference for employees to facilitate employees' full understanding of available rights.

WEINGARTEN RIGHTS

The Civil Service Reform Act, 5 United States Code 7114 (a), gives employees in units represented by an exclusive labor organization (NFFE) the right to request Union representation at an examination by a representative of the agency in connection with an investigation if the employee believes the examination may result in disciplinary action.

Section 7114 (a) of the Statute states that:

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if - -

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee;

AND

(ii) the employee requests representation.

The Union representative is allowed to contact the employee before or during the examination of the employee to offer guidance and representation.

At least once a year, the Employer will inform every BU employee of their Weingarten Rights and the Weingarten Rights will be saved on the OAS shared drive.

Further, an employee who is not being directly investigated, but simply examined in connection with another employee's examination, has Brookhaven Rights.

BROOKHAVEN RIGHTS (9 FLRA 930)

To protect an employee's rights under 5 USC 7102 while Management attempts to ascertain necessary facts, the FLRA concludes that:

a. Management must inform the employee who is to be questioned of the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses, and obtain the employee's participation on a voluntary basis;

b. The questioning must occur in a context which is not coercive in nature; and

c. The questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.

A Brookhaven examination is voluntary for the employee. If the examination becomes involuntary, the employee may invoke Weingarten rights.

Determining Brookhaven Rights versus Weingarten Rights:

A simple gathering of facts may inadvertently lead to self-incriminatory violations of law, rule, or agency policy as well as negotiated policy. If the employee believes that the Brookhaven examination has evolved into a situation where the employee reasonably believes the examination may result in disciplinary action against them, then Weingarten Rights would apply.

6.9 Employee Rights – All Interviews

a. Right to a Union representative upon request of the employee, if the employee reasonably believes that the interview may result in disciplinary action being taken against him/her. The request for a Union representative may be made before or during the interview (Weingarten Right). When a representative is requested, the interview will be discontinued for a reasonable amount of time until a Union representative is obtained, or the meeting will be rescheduled or ended by Management. The Parties will discuss what constitutes a reasonable amount of time for each situation that occurs.

b. Right to know the purpose of the interview and whether they are the subject of the investigation. If known at the time of interview, informed whether the course of action being pursued is administrative or criminal. When a situation warrants administrative action only, or prosecution has been declined in lieu of administrative action, the employee will be informed in writing if requested, that the investigation is strictly administrative and they will be required to respond to the questions being asked. In those matters where a course of action is not known at the time of interview, the employee is obligated to cooperate with the investigator, recognizing their right to protect themselves from self-incrimination at any time during the interview. Making this determination is the employee's responsibility.

c. To ask questions pertaining to their rights, obligations, and consequences before and during the interview.

d. Upon request, to receive a copy of their signed affidavit and/or taped interview.

KALKINES WARNINGS

This occurs in circumstances where it is considered necessary to require an employee to respond to questions concerning an investigation involving criminal allegations. In this situation, the Supreme Court has held that termination may not be predicated solely upon a refusal to answer questions based on the Fifth Amendment protection against self-incrimination. However, the employee may be dismissed for refusing in an administrative proceeding to answer specific, direct, and narrow questions relating to the performance of official duties when they do not infringe upon Fifth Amendment rights, and when the employee has been given immunity from criminal prosecution by appropriate legal authority. Then the employee must be warned:

a. That he/she is going to be asked a number of specific questions concerning the performance of his/her official duties;

b. That he/she has a duty to reply to these questions and failure to do so may result in agency disciplinary proceedings;

c. Neither the answers nor any information or evidence which is gained by reason of such statements can be used against the employee in any criminal proceeding unless false statements or information are willfully provided, in which case, criminal proceedings may be instituted against the employee for these falsifications; and, that he/she is subject to dismissal upon refusal to answer or failure to respond truthfully to any questions. In addition to the above, the employee has the right to have an attorney or Union representative present during the interview, if he/she desires.

GARRITY WARNING

The government has a need to require its employees to account fully for their actions in the course of their official duties. However, this need may conflict, at times, with an employee's constitutional right against self-incrimination where the individual reasonably believes that his statements may be used against him in a criminal proceeding. If the Garrity Warning is deemed appropriate, under this warning the subject has the right:

a. To remain silent if your answers may tend to incriminate you;

b. To be advised that anything you say may be used as evidence in an administrative proceeding or any future criminal proceeding involving you or anyone else;

c. To be advised that refusal to answer the questions posed on the ground of self-incrimination cannot lead to discharge solely for remaining silent. However, silence can be considered in an administrative proceeding for its evidentiary value that is warranted by the facts surrounding the case. The employee may wish to seek the advice of a lawyer or other representative of his/her own choosing and at his/her own expense, before answering any questions, and to have a lawyer or representative present during the questioning. The employee has the right to have a Union representative present during the interview if he/she so desires. However, if present, a Union representative cannot actively participate during the interview.

6.10 If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee shall be granted official time by their first level supervisor or acting supervisor in amounts reasonable and necessary to meet with Union representatives. The employee shall be released from duties to contact and meet with the Union representative when he or she requests to exercise this right, unless there is a pressing operational exigency. The Parties will discuss what constitutes a reasonable amount of time for each situation that occurs. The employee does not have to divulge to Management the nature of the discussion with the Union.

6.11 All employees have the right to privacy regarding health related conditions, except where dictated by law or regulation.

6.12 Each Employee shall have the right to invest their money, donate to charity, and participate in similar types of activities freely and without coercion.

6.13 Regulations, manuals and similar documents pertaining to conditions of employment that are maintained by the Employer, under which OAS is required to observe and operate, will be available for employees to read. Employees shall have the right to obtain information about procedural, policy, practice, or other matters pertaining to conditions of employment from persons employed to deal with such matters. Such information may be obtained through e-mail, telephone, or meetings and preferably by appointment.

6.14 Generally, an employee does not have the unfettered right to disregard a supervisor's order merely because there is substantial reason to believe that the order is not proper, i.e., in accordance with applicable law, rule, regulation, policy, other guidance or in accordance with the Collective Bargaining Agreement or past practices. This is known as the "obey now, grieve later" principle. If obeying the order would place the employee or others in a clearly dangerous situation or would cause irreparable harm, the employee does not have to comply with the order. However, under this belief, the employee would be proceeding at their own peril and may be subject to discipline in refusing to follow the order, if the reason for disobeying the order does not meet the criteria of clearly being a dangerous situation or causing irreparable harm. The supervisor will provide the order in writing, if requested in writing by the employee; however, the request and response will not unduly delay compliance with the order, especially in time sensitive or critical situations.

6.15 Employees have the right as an individual to petition any Congressional Member, or to furnish information to either house of Congress or Member of Committee. Employees can contact member(s) of Congress for the status of any bills or other legislative action. Note: Employee rights related to this action may be limited by the Hatch Act codified at 5 USC 7323 and 5 CFR Part 734 Subpart C.

6.16 An employee is accountable for the performance of official duties and compliance with standards of conduct of Federal Employees, as set forth in Part 20, Title 43 CFR, and is entitled to conduct their private life as they deem fit.

6.17 Each employee may be represented by a representative other than provided by the Union in statutory appeals actions or grievances not covered under the negotiated grievance procedure. In these situations, applicable regulations will be followed. An employee may represent themselves in a grievance under the negotiated procedure. The Union shall be given the opportunity to be represented at any grievance meeting. Management will notify the Union of the grievance meeting in a reasonable period of time.

6.18 Consistent with law and regulation, an employee against whom litigation is brought in a civil or criminal court based upon activities found to be within the scope of the employee's

official duties, may request legal representation from the Office of the Solicitor and/or Department of Justice.

6.19 Employees shall not lose rights to representation due to temporary assignment away from their duty station, scheduled leave, illness, layoff, furlough, suspension, removal, non-pay status or other reason beyond the employee's control. This does not apply to employees temporarily assigned to a non-bargaining unit position. The filing deadline for any grievance, response to disciplinary action, or other deadline may be held in abeyance unless mitigating circumstances exist. The Parties will have discussions pertaining to any extensions of time limits.

6.20 Employees have the right to know the name and title of their supervisors. It is the shared responsibility of the employee and their supervisor to maintain open communication to understand the supervisor's expectations of work load prioritization and awareness of assignments from persons other than their direct supervisor.

6.21 Every employee shall have the right to bring matters of personal concern to the attention of officials who administer the EAP and to an appropriate Union representative.

ARTICLE 7. MANAGEMENT RIGHTS AND RESPONSIBILTIES

7.1 Management rights are specified in law and Executive Orders. The Employer retains all the authority granted to it by laws and regulations, and does not waive any rights therein. By its very nature, this Agreement serves to add procedures and appropriate arrangements that Management must observe in exercising such authorities and rights.

7.2 Management rights and responsibilities shall apply to all amendments, supplemental agreements, memoranda of understanding, and all other written or informal agreements between the Employer and the Union.

7.3 In certain cases, the supervisor may meet with an employee without the Union being present. Examples of the purpose of such meetings include, but are not limited to:

a. Discussing performance objectives and evaluations with employees;

b. Discussing the assignment of work with employees;

c. Delivering instructions to employees.

7.4 Government Regulations: In the administration of all matters covered by this Agreement, the Parties, to include Employees, are governed by existing or future Federal laws and Executive Orders. Regulations, policies, and manuals in effect on the date this Agreement is signed shall cover all matters covered by this Agreement.

7.5 Management Responsibilities. OAS agrees to respect the privacy of all employees during the grievance process. The credibility, privacy, and integrity of the grievance process will be protected to the extent possible.

7.6 Management has the responsibility to inform the Union of the appropriate authority regarding a labor management issue, when requested.

7.7 Communication: Everyone (employees, coworkers, supervisors, and management officials) shall be treated with respect, common courtesy, and consideration. Any communication with employee(s) concerning performance or conduct will be done in a private manner unless imminent danger exists or is perceived to exist. Even in these situations, any communication will be done in a most professional manner.

7.8 Union Work Performance. Management recognizes the need for Union Representatives to perform their union duties and responsibilities in accordance with Title 5 USC and this Agreement, in addition to their regular duties. In this regard, OAS will not allow any appropriate union work related time, in place of regular duties, to be used adversely against the employee or cause lost opportunities for promotion, details, training, annual leave use, etc. When appraising an employee's performance, who is a Union Representative, their absence while performing

union activities on official time, will not negatively impact the employee's performance evaluation. In this regard, OAS will fully support an employee's right to join the Local or act for the Union freely and without fear of penalty or reprisal in management controlled matters (e.g. working conditions, employment, ratings, advancement, etc.).

ARTICLE 8. UNION RIGHTS

8.1 As the exclusive representative for the OAS bargaining unit the Union retains all rights afforded under the Statute.

8.2 The Employer and the Union will designate in writing a principle point of contact for conducting labor relations business with each other. The Union will provide the Employer with a list of officers and representatives for the Union in writing on a yearly basis and upon effecting any changes.

8.3 The Union has the right to present its views on conditions of employment issues to the Employer, either orally or in writing.

8.4 The Union must equally represent all employees involved in an issue. For example, if the Union is made aware of a situation involving more than one bargaining unit employee, the Union should consult and confer with each employee involved and address every involved employees' concerns equally, respecting their confidentiality.

8.5 The Parties will address issues in a cooperative manner to promote partnership and avoid accusatory and inflammatory behavior, thus applying a balanced approach to problem solving. Appropriate behavior includes professional and courteous language, responding within agreed upon timeframes, approaching issues from a positive standpoint, being accountable for their actions, and acting in a consistent manner.

8.6 In the spirit of cooperation, all written communications distributed to employees will promote a positive Union/Management relationship. Management and the Union agree to maintain a cooperative relationship. Management will give prompt attention to written inquiries (e.g., general inquiries on policies, simple requests that are not data requests, etc.) received from the Union representatives and answer such inquires within a reasonable amount of time. The request will include a proposed response time. The Parties will discuss what constitutes a reasonable amount of time for each situation that occurs if the proposed response time is not practicable.

8.7 The Employer agrees to recognize employees of the Union, attorneys, and other representatives that are duly authorized in writing by the Union. These individuals will be permitted on the premises of the Employer for representational matters and Union activities provided they conform to the Employer's security policies and do not disrupt the work related activities. The Union will provide the Employer a minimum 24 hours advance written notice, except under unforeseen circumstances when advance notice cannot be provided, of a visit to the Employer's premises by any Union representative who is not an OAS employee. The written notice will include the individual's name, union title, date, time and expected duration of the visit.

8.8 The Union has the right to leave its literature in common areas where employees have access to the materials.

8.9 Consultations: It is recognized that there are other matters concerning personnel policies, procedures and working conditions not covered by this Agreement, which may become a matter of interest to either Party. These matters may be subject to consultation between the Union and the Employer.

8.10 Formal Discussions: The Union has the right to be in attendance at any formal discussion between one or more representatives of the Employer and any member of the bargaining unit in connection with a grievance or any personnel policy or practice or other general conditions of employment. The Employer shall notify the Union prior to such a formal discussion and will provide the Union a reasonable time after notification to provide a representative. The agenda or subject matter will be provided to the Union in a reasonable amount of time prior to the meeting. A Union representative is not required to attend the meeting, however, if the Union elects to send a Union representative, the Union will notify management of the name of the Union representative scheduled to attend the meeting, at the beginning of the meeting. The Union representative has the full right and responsibility to speak and/or participate at such a formal discussion meeting, as long as the Union representative does not take charge of or disrupt the meeting.

a. The Union is free to designate who it wants to act as its representative. Simply having a Union representative, who works in the office, at the formal discussion in their role as an employee does not meet Management's obligation to invite the Union to attend. If the Union representative attending the meeting is also an employee assigned to the office, the individual will identify their role as the Union representative or an employee of the office when making any comment and/or asking any questions.

b. In the event an informal discussion evolves into a formal discussion, the Employer should suspend the meeting until lawful and contractual notification requirements to the Union are fulfilled.

8.11 Investigation: Management must notify an employee of the purpose of the interview and whether they are the subject of the investigation. The Union has the right to be represented at any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests the Union to represent them. When a representative is requested, the interview will be discontinued for a reasonable amount of time until a Union representative is obtained, or the meeting will be rescheduled or ended by Management. The Parties will discuss what constitutes a reasonable amount of time for each situation that occurs.

8.12 Negotiations: The Employer agrees to respect the rights of the Union and meet jointly and negotiate with the Union on all appropriate matters as defined in 5 USC Chapter 71, and in accordance with this Agreement affecting general conditions of employment. The Employer further agrees to negotiate with the Union on the impact and implementation of proposed new policy or changes in such policy affecting the employees, or their general conditions of

employment that are under the control of the Employer, with the view of arriving at a mutually acceptable position.

8.13 Access to Records:

a. The duty of the Employer and the Union to negotiate in good faith under the law includes the obligation of the Employer to furnish the Union or its authorized representative, upon request and to the extent not prohibited by law, data which is normally maintained by the Employer in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel or training provided for Management officials or supervisors relating to collective bargaining.

b. The Union shall endeavor to share pertinent information necessary to resolve concerns and issues while still maintaining the integrity of the Union's purpose and confidentiality of all employees.

8.14 Membership Drives: Upon request and subject to normal security limitations, the Union has authority to conduct membership drives, before and after duty hours, and at break periods and lunch periods; the details of which will be worked out among the Parties. Upon request, Management shall provide the Union with available, reasonable, and visible space, tables, bulletin boards and easels for use in such drives.

8.15 Union representatives who are also employees of OAS, shall be recognized as both employees and as representatives of the employees. Both of these functions are recognized as in the best interest of the OAS. When they are acting only as employees, not as Union representatives, they must be treated just like other bargaining unit employees in the same or similar situation. It is unlawful for Management to hold Union representatives to a higher standard of conduct just because they are Union representatives.

a. Management may not discriminate against an employee because of their status as a Union representative. Union representatives have the right not to be coerced, discriminated against, interfered with, or restrained in the performance of their duties as a Union representative or as an employee.

b. In the day-to-day labor management working relationship between a Union Official and a Management Official, it is a joint responsibility to ensure that both Parties understand in which capacity they are acting.

c. In order to assure that each employee has access to representation, a Union representative may speak with any group of bargaining unit employees or supervisors as necessary for a reasonable time to fulfill their representational function, subject to workload consideration. The Union representative's job in particular requires open, direct, candid communication with Management.

8.16 The Union has the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement.

a. Union representatives may receive and investigate employee complaints or grievances during duty hours, exercising care in the amount of official time spent on such matters. Official time, as provided for in this Agreement, will be granted Union representatives without the loss of leave or pay for representation, discussion or meetings with supervisors or Management officials, and to meet with employees or NFFE officials to discuss current grievances.

b. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal, or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement.

c. The Union will designate the Union representative or officer to handle a particular grievance, investigation, negotiation or any other task appropriate for a Union official to handle. The assignment of a Union representative will be made with the expertise of the Union representative and the geographic location of the employee in mind; however, assignment of the Union representative will be made taking into consideration Management concerns for workload and coverage.

d. An employee has the responsibility to coordinate time away from their duties with his/her supervisor. Part of this responsibility includes coordinating the time to meet with their Union representative during duty time. The employee is not obligated to inform their supervisor of the purpose of the meeting. Occasionally, when there is difficulty coordinating the release of the employee, the Union representative will make arrangements with the supervisor of the employee to establish mutually agreeable times to meet.

ARTICLE 9. UNION REPRESENTATION AND OFFICIAL TIME

9.1 The Employer shall recognize the officers, representatives, and other Union-designated representatives authorized by the Union to represent employees.

9.2 The Union representatives shall use official time in accordance with Title 5 USC 7131 and as specified in this Agreement.

9.3 The Parties encourage the efficient use of official time.

9.4 Use of official time requires the advanced approval of the Union representative's supervisor. If the Union representative cannot be spared at the time requested, the Union representative will make alternative arrangements.

9.5 The Employer agrees to grant a reasonable amount of official time to Union officers and Union employee representatives to attend labor relations training or other training related to employees' conditions of employment, determined to be of mutual benefit to the Employer and the Union. Refer to Article 11, Training for Union Representatives, for more information.

9.6 Official Time: Union representatives, who are employees, will be granted a reasonable amount of official time to perform the following representational functions. The actual amount of official time to be used may vary in each situation. With regards to release of employees on duty time or Union representatives for official time, if an employee or Union representative can be released for leave, the employee or Union representative can be released for union activities. Unusual or emergency workload may preclude the immediate release of employees or Union representatives for union activities.

a. Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

b. Receive, review, prepare, and present grievances, including arbitration.

c. If an employee designates the Union as their representative, to handle complaints such as: Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, Office of Special Counsel, and Office of Workers Compensation.

d. Prepare for negotiations.

e. Negotiate, including participating in mediation and impasse proceedings.

f. Prepare reports required by 5 USC 7120(c).

g. Perform other representational and contract administration functions, such as: time spent in meetings with Management; communicating with unit employees regarding working conditions and conditions of employment; dissemination of labor-management information to bargaining unit employees; represent the Union in investigations pursuant to 5 USC

7114(a)(2)(B); represent the Union in formal discussions; participate in collaborative activities; review and study policies or other matters affecting the unit; research, preparation, and other related matters.

h. Contact other Union officers regarding the aforementioned functions.

9.7 Travel and Per Diem: Travel and per diem is not an entitlement under 5 USC Chapter 71. However, the Parties have negotiated the following provisions for payment of travel and per diem.

a. Multiple communication methods are available which do not require travel and per diem, such as web-based tools, video-conferencing and telephone conferencing. The Union will utilize the aforementioned range of communication methods whenever practical to limit the need for travel and per diem while addressing representational and union training needs.

b. For each fiscal year, funding availability for union travel and per diem for representational and union training functions will be determined by the Parties as an agenda item for the labor-management forum.

9.8 Release Procedures for Use of Official Time: Procedures for release are as follows:

a. The Union representative and his or her supervisor will communicate with each other, including:

(1) The type of representation matter:

LRG = General Labor Management (e.g., formal meetings, consultations/ communications)

LRM = Mid-Term Negotiation (e.g., negotiating on working conditions that arise during the life of the Agreement)

LRT = Term Negotiation (e.g., renegotiate agreements)

LRD = Dispute Resolution (e.g., grievance, arbitration, complaints, statutory appeals)

(2) The approximate length of time needed,

(3) Location, and

(4) A way to contact each other when away from their normal duty station.

b. This is not intended to be a barrier to releasing a Union representative. Union representative and supervisors may mutually agree on alternate arrangements for release

procedures of a continuing nature. These alternate arrangements do not constitute a past practice for other Union representatives and supervisors.

c. The Union representative will request release as far in advance as practical. Normally, ordinary workload will not preclude release. However, if the representative cannot be released at the requested time due to work requirements, the representative will be released when the workload requirements have been met or other arrangements have been made. If the representative cannot be released the day of the request, the denial will be in writing and will include the reason for the delay and when the Union representative will be released (normally within 24 hours unless circumstances dictate otherwise). If a delay in releasing a Union representative involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

d. When performing representational functions with employees at other worksites, the Union representative will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union representative can visit the employee.

e. The Union representative will be responsible for appropriately coding the use of official time on their time and attendance record. The payroll codes in paragraph 9.8a(1) will be used.

ARTICLE 10. VOLUNTARY SALARY ALLOTMENTS OF UNION DUES

10.1 The Employer shall deduct union dues from the pay of employees in the bargaining unit, subject to the following provisions:

10.2 The Union agrees to procure form SF-1187, "Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

10.3 The Union President or other authorized officer of the Union will certify on each SF-1187 that the employee is a member in good standing in the Union, insert the amount or percent of hourly basic pay to be withheld, and submit the completed SF-1187 to the HRO.

10.4 The Union President or other authorized officer of the Union shall notify the HRO when the union dues structure changes.

10.5 Allotments will normally be effective at the beginning of the first full pay period after receipt of SF-1187 by the HRO.

10.6 The Union will promptly notify the HRO in writing when a member of the Union is expelled.

10.7 The Employer agrees to remit on a biweekly or monthly basis, the total amount of dues withheld to the Union through electronic fund transfer (EFT). The Union is responsible for notifying the Employer of any change in information relevant to the processing of the dues deduction remittance through EFT.

10.8 The Employer will submit a listing of employees from whom deductions were withheld and the amounts withheld. The employee is responsible for notifying the OAS of any dues allotment that should be stopped because the employee is no longer included in the Bargaining Unit due to specific exclusion as stated in Article 4. This does not preclude the employer from initiating this action on its own accord. The Employer will notify the Union if and when such action is initiated.

10.9 In accordance with 5 USC 7115(a), a member may voluntarily revoke an allotment for the payment of dues by filling out a form SF-1188, "Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the HRO. The Employer will appraise the Union of revocation of allotments for payment of dues. Allotments will normally be terminated effective at the beginning of the first full pay period after receipt of the SF-1188 by the HRO.

ARTICLE 11. TRAINING FOR UNION REPRESENTATIVES

11.1 Written requests, including an agenda, will be forwarded within a reasonable period of time in advance of the training to the Union representative's immediate supervisor who will respond timely to the request in a manner that will allow sufficient time for the employee to attend the training. Official time may be used for travel to and from the training.

11.2 Official time for union representational training will be approved except in cases where the absence of the employee or employees will cause significant adverse impact on the Employer's work requirements. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the Union representative at the time of disapproval.

11.3 Union training on non-representational activities, such as membership building and financial management, must be taken on the employee's own time.

11.4 If either Party experiences problems with the application of this Article, the Parties will meet in an attempt to informally resolve the issue. If resolution is not reached, either of the Parties may file a grievance under the provisions of this Agreement.

ARTICLE 12. LABOR-MANAGEMENT FORUM

12.1 Experience has shown that constructive relationships that recognize mission goals are productive and cost effective. It is imperative that Management officials advocate and enhance collaboration and cooperation with employees and their Union representatives to the greatest extent practical in order to promote productive relationships with labor unions and ensure delivery of the highest quality services to the American people.

12.2 The ability to manage conflict and resolve differences is an integral part of labor and management's responsibilities. Since conflicts can interfere with the accomplishment of our missions, the Union and Management should deal with such situations effectively and efficiently, using a range of conflict management tools. In this regard, the Union and Management should, when appropriate, engage in interest-based problem solving, mediation, and other alternative dispute resolution processes.

12.3 Parties recognize that some Management initiatives may have de minimis impact on the bargaining unit and therefore preclude negotiations. When practical, the initiative may still be provided to the Union for possible discussion in the pre-decisional stage. The Parties recognize that there may be circumstances where Management will need to make decisions on de minimis issues or in certain emergency/unforeseen situations, and act in a timely manner. Such circumstances may serve to preclude pre-decisional involvement; however, negotiations under Article 13, Negotiation Procedures will not be abridged, if applicable.

a. Pre-Decisional Involvement (PDI) is a team based approach utilizing interest based problem solving principles. The moving Party may be Management or the Union or both depending on the issue. The issue does not necessarily meet the substantive, permissive or reserved management rights requirements of the Contract or Statute. There are no limits to pre-decisional issues in relationship to issues involving the accomplishment of the mission of the government.

b. Upon request of either Management or the Union, a meeting will be convened within a mutually agreed upon timeframe.

c. Agenda items for the meeting will be exchanged by the Parties at least two (2) days prior to the meeting. Last minute modifications to the agenda will be mutually agreed upon.

d. The number of employees for whom official time will be authorized will not exceed the number of individuals designated as representing Management.

12.4 PDI discussions are intended for input and exploring ideas; PDI does not require agreement; failure to agree does not result in an ULP situation.

a. PDI is not intended to excessively interfere with or abrogate management's rights, rather it is intended to enhance the labor-management relationship and trust in matters affecting management decisions in all workplace matters impacting the bargaining unit employees.

b. The intent of the Parties concerning de minimis matters is to increase communication and prevent surprises. It is not the intent of the Parties to spiral into non-productive discussions over issues reasonably deemed of little importance.

12.5 The Parties understand that the open and honest communication of information is necessary to facilitate resolution of problems, to effectively communicate their respective needs or concerns, and to promote the success of their collaboration. The Parties further understand that, on occasion, information may be revealed by either Party which is not appropriate for general release in any circumstances or which may not be appropriate for general release at the present time. Therefore, the Parties agree that in such cases, the expressed desires of the other Party that information be protected from general release outside the meeting attendees will be respected. Individual grievances will not be addressed within this forum.

12.6 Nothing in this Article shall be construed to limit, preclude, or prohibit Management from electing to negotiate over any or all of the subjects set forth in 5 USC 7106(b)(1) in any negotiation.

12.7 Decisions and agreements reached by the Parties in the Labor Management Forum (LMF) are binding on the Parties to the extent permitted by law and government-wide rule or regulation, or required by executive order.

12.8 If issues associated with the above changes are not resolved collaboratively between the Parties, and when Management determines to make such changes, they will notify the Union and negotiate as appropriate. Note that not all matters discussed under PDI are subject to negotiations under this Agreement.

12.9 This Article is based upon Executive Order (EO) 13522. As a result, if EO 13522 is rescinded, this Article will be automatically re-opened for bargaining between the Parties for reconsideration.

ARTICLE 13. NEGOTIATION PROCEDURES

13.1 In the administration of all matters, including each Article covered by this Agreement, the Employer, the Union, and the employees shall be governed by applicable Federal Statutes and Government-wide regulations in existence at the time this Agreement is approved.

13.2 Where any DOI, PRE, and/or OAS policies conflict with this Agreement or a supplemental Agreement, the Agreement shall govern.

13.3 All unwritten past practice issues are subject to appropriate negotiation.

13.4 Parties agree to use Interest Based Bargaining (IBB) techniques to the fullest extent possible during all negotiation matters.

13.5 The purpose of this Article is to provide an expedited negotiating process and/or procedures. The Parties recognize their fiduciary obligation for quality and timely completion of bargaining. The Parties recognize that these negotiation procedures are to be utilized for all mid-term bargaining. Interest based bargaining philosophy is a concept that is recognized to enhance the negotiating process so that either Party will truly listen to the interests of the other Party during all bargaining.

13.6 Agreements reached pursuant to this process will become part of this CBA as amendments. For those MOUs which are subject to agency head review (see Article 3.7), if the agency head does not approve or disapprove the MOU within the 30 calendar day period, the MOU shall take effect. Agency head review will not delay any agreed-to settlement agreements, such as grievance and ULP settlement agreements.

13.7 Issues covered under 5 USC 7106(a)(2)(D) regarding emergencies are exempted from this process.

13.8 Negotiation:

a. All issues appropriate for negotiations may be negotiated and an agreement reached within a reasonable amount of time, considering the complexity and magnitude of the issue being negotiated.

b. When the Employer proposes changes to bargaining unit employees' conditions of employment which are not addressed in the Agreement or where there is no agreement, two types of negotiations may result: negotiations on the decision itself (substance bargaining); and/or negotiations on the effects of the proposed change – normally referred to as impact and implementation bargaining.

c. The Party initiating the change will provide the other Party with the initial written proposed action and description of specific interests and a briefing (verbal, written and/or electronic) of the proposed action explaining the change itself, why the change is necessary or desired, and the proposed implementation date of the change, if available. Within 3 workdays of

receipt of the initial written proposed action, the recipient Party will inform the initiating Party whether or not they intend to bargain.

d. The recipient Party will have a maximum of 10 days from the initial written proposed action to research, investigate, prepare, and interview the managers making the proposal, and/or bargaining unit employees affected by the change. The intent of this period of time is for both Parties to be fully prepared and ready for negotiations.

e. The recipient Party has 10 days from receipt of the initial written proposed action to provide the initiating Party a written electronic response i.e., counter proposals. The response will be a merged document, numbered and dated, including the initial written proposed action and the changes proposed by the responding Party. The Union's language will be in **bold** font, and Management's language in regular font.

f. Each Party shall designate a Chief Negotiator who will serve as the point of contact for the duration of the negotiations. The Chief Negotiator shall have the authority to negotiate and enter into a binding agreement, subject to agency head review, on all matters pertaining to the negotiations.

g. The names of the negotiation team members will be provided to the other Party in writing within 5 days following the submission of the written response as outlined in paragraph 13.8e above. Any changes in negotiation team member designation will be communicated to the other Party in writing prior to the initiation of actual negotiations or as changes occur. The number of employees for whom official time will be authorized will not exceed the number of individuals designated as representing the agency.

h. Visitors and observers may attend bargaining sessions only by mutual agreement of the Parties. Subject Matter Experts (SMEs) may be called upon by mutual agreement of the Parties. The Parties shall use video and/or teleconferencing for the participation of SMEs located outside of the negotiation site.

i. The Chief Negotiators will agree on an individual(s) who will type out the mutually agreed upon language. No official minutes, verbatim transcripts, stenographic records, tape recordings or other record of the negotiation sessions shall be made or kept by either Party. Any of the Parties may make personal notes for the own use.

j. Negotiations will normally begin within 10 days following the submission of the written response as outlined in paragraph 13.8.e above. The time and duration shall be mutually agreed upon for each session.

k. The Employer's facilities or other alternate location will be used for negotiations without cost to the Union. Negotiations shall be conducted during normal business hours of the Employer.

l. To facilitate the expeditious completion of any negotiations, all team members will make attendance at any future meetings a priority. Both Parties will commit to support a speedy

completion of negotiations by bringing in alternates or proceeding short-handed or as otherwise agreed between Chief Negotiators. All attendees should come to each session knowing their schedules for the next 10 days and be ready to schedule the next negotiation session at the end of the current session.

m. The Chief Negotiators will mutually agree on how to proceed with the discussions of the joint documents. It is at this time that the entire document will be reviewed and adjustments made as mutually agreed to by the Chief Negotiators. Violation of law, rule, or regulations or mutual consent of Chief Negotiators is required to overturn any mutually agreed upon language. (Note: An exception to the foregoing would be if an agreement is not ratified by the Union membership as identified in the ground rules outlined in this Article or not approved by a higher level management, this would require the negotiating committee to return to the bargaining table to try and satisfy the interests.)

n. The Chief Negotiator for either Party may call a caucus at any time. The caucusing Party will strive to avoid unnecessarily delay in the negotiations. If the caucus period is longer than 15 minutes, the Chief Negotiator for the caucusing Party will notify the other Chief Negotiator of the projected finish times for the caucus.

o. The Parties have the right to table any issue. Tabled issues will be readdressed as mutually agreed upon by the Chief Negotiators.

p. The negotiating teams will be mindful of expressing their interests and explaining how the issue impacts groups of employees or the work of the organization(s). The Chief Negotiators will come to an agreement that reflects the decision of each Party.

q. Changes in the ground rules may be made by mutual consent of the Chief Negotiators. The ground rules are all inclusive and there are no other rules or agreements for the conduct or negotiations either spoken or implied.

13.9 Impasse:

a. If an agreement cannot be reached as declared by the Chief Negotiators and outstanding negotiable points remain, the ADR services of the FMCS or any other third-party ADR services will be sought to assist the Parties in reaching an agreement prior to declaring an impasse. Parties will request that FMCS or third-party ADR services be cognizant of timeframe commitments of Parties concerning negotiations.

b. Under conditions described above, if the services of the FMCS or other ADR provider do not result in an agreement, one or both Parties will officially declare an impasse in writing and will exchange last best proposal within 3 workdays.

c. If either Party refers the unresolved issue(s) to the Federal Services Impasses Panel (FSIP) of the FLRA, the status quo will normally be maintained. Any change to the status quo may be the basis for alleging an unfair labor practice. Management has the option to implement the policy/process for non-bargaining unit employees while the issue is at impasse as long as

bargaining unit employees would not be affected. In order to implement a change in conditions of employment for bargaining unit employees while the matter is at impasse, the Employer must establish, with evidence, that the change was necessary to its effective functioning.

d. Either Party can proceed with the proposed action for employees if the negotiations are resolved and there are no negotiability appeals or impasse proceedings pending.

e. Either Party has a right to request an extension of time regarding any portion of these procedures. The Party requesting the extension of time has the obligation to put this request in writing along with the rationale. The Parties recognize that business needs may result in scheduling conflicts but extensions should be granted in limited situations. Therefore, the Parties agree to the granting of extension requests when justified. Both Parties understand that either Party may request to proceed immediately to ADR if they feel extension requests have been excessive.

f. Either Party has a right to request an expedited negotiations time frame regarding any portion of these procedures. The Party requesting the expedited time frame has the obligation to put this request in writing along with the rationale. The Party who may be granting the request has an obligation to respond promptly to the request in order to avoid delays. The Parties respect each other's priority needs and will work cooperatively to expedite bargaining topics, as necessary. The Parties recognize that not every situation can be characterized as a priority; therefore, the exercise of this section will be used judiciously. This section can be applied to situations that, in the judgment of the initiating Party, can be characterized as low-impact but must be bargained under the statute, such as an employee notice regarding a new HR offering.

13.10 Negotiability Disputes:

a. In matters involving negotiation issues and procedures, the current case law set forth by the FLRA or the Federal Courts will guide the conduct of the Parties. Negotiability disputes will be resolved in accordance with 5 CFR 2424.

b. When Management believes that a matter is non-negotiable, and upon receipt of a written request from the Union, it will advise the Union in writing within 10 calendar days of receipt of the Union’s request, of its rationale for such belief. The Union has the right to proceed to the FLRA in accordance with 5 USC Chapter 71 and may seek the services of the FMCS or other ADR resources.

ARTICLE 14. PERFORMANCE MANAGEMENT

14.1 The performance appraisal program will be managed in accordance with the Department of the Interior policy, including the DOI Performance Appraisal Handbook, Chapter 43 of Title 5 USC, 5 CFR 430 and 5 CFR 432, or their successor documents.

a. The Parties mutually agree that it is in the best interest of the OAS that supervisors possess skills in interpersonal communication, motivation of employees, mentorship and coaching, accountability, and proper and effective performance appraisals.

b. The Parties recognize the right and obligation of the Employer to evaluate the performance of all employees in accordance with Chapter 43 of Title 5 USC, 5 CFR 430, 370 DM 430, and this Agreement.

c. Supervisors will emphasize and promote open communication with their employees about performance management. The identification of performance elements and the establishment of performance standards will be a joint planning and communication process between the employee and the rating supervisor. Management reserves the right to develop the final language for the Employee Performance Appraisal Plan (EPAP). This process may be accomplished as follows:

(1) Employee and rating official jointly developing the EPAP;

(2) Employee providing the rating official with a draft plan;

(3) Rating official providing the employee with a draft plan; or

(4) Employee drafting one or more of the critical elements that he/she performs in his/her position.

d. The Parties agree that accomplishment of the Employer's mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork. To achieve these goals, supervisors must provide employees with timely feedback to motivate the employee to continually strive for excellence. If the employee has not performed a task or project satisfactorily, the supervisor will provide timely and constructive feedback in a respectful manner, explaining how the supervisor wants the task performed.

e. The performance appraisal system will:

(1) Rate each employee's performance solely against his or her performance standards.

(2) Be utilized as a means to counsel an employee on not only positive aspects of their performance, but areas that require improvement.

(3) Document areas of deficiencies and how employees can improve their overall performance.

14.2 Definitions (Department Manual, Performance Management System, 370 DM 430)

Appraisal: The process of reviewing and evaluating work, and assessing achievement of established objectives.

Critical Element: A work assignment or responsibility of such importance that unsatisfactory performance on the element would result in a determination that an employee's overall performance is unsatisfactory.

Employee Performance Appraisal Plan (EPAP): A written plan consisting of identified critical elements and the performance standards that identify levels of performance.

Performance Rating: The written appraisal of performance compared to the performance standard(s) for each critical element for which there has been an opportunity to perform during the minimum rating period. It includes a rating for each performance element, as well as a summary rating which will be used as a rating of record. Also referred to as a summary rating.

Performance Standards: The expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised on a critical element at a particular level of performance.

Rating of Record: The performance rating prepared at the end of an appraisal period for overall performance over the entire period and the assignment of a summary rating as specified in section 430.208(d) of Title 5, CFR. The rating of record, also called a summary rating, will be one of the five available ratings (i.e., Exceptional, Superior, Fully Successful, Minimally Successful, or Unsatisfactory).

Ratings of record are the official documentation for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reductions in force, and adverse performance based actions, absent acceptable substitutes in accordance with Government-wide regulations. These are based upon summary level ratings, i.e., an overall rating of performance.

Rating Official: The supervising official, ordinarily the employee's immediate supervisor, who evaluates the employee's performance and assigns the rating of record.

Reviewing Official: The individual, generally the second-level supervisor, with authority to review and approve ratings at the Exceptional, Minimally Successful, and Unsatisfactory levels.

14.3 Performance Plan Administration:

a. The application of the performance management system will be fair, equitable, and reasonable.

b. Every BU employee will receive a briefing regarding his or her job functions and responsibilities. The briefing may be provided by an appropriate management official, usually the employee's first-line supervisor, and shall be an oral discussion to explain, clarify, and communicate the employee's job responsibilities so there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan. The performance elements and standards shall be documented on the appropriate form and signed, which includes electronically signed, by the employee and rating official. Performance elements, all of which must be critical elements, will be identified in the performance plan. Amendments may be made at any time during the rating year, and these amendments will be noted with the employee and rating supervisor initials or through other means.

c. In accordance with 370 DM 430, or as amended, performance standards and critical elements must be consistent with the duties and responsibilities contained in the employee's position description and/or current assignment(s). They must permit the accurate evaluation of job performance. Performance standards must be focused on results and must include credible measures such as quality, quantity, timeliness, cost effectiveness, etc. They must be applied fairly and equitably.

d. Variations in performance plans for similar positions will be based on real differences in the duties. Supervisors are encouraged to not make performance elements generic in nature.

e. The issuance of EPAPs and summary ratings, to include interim and final ratings, will be accomplished as provided for in Departmental Manual, 370 DM 430.

f. Informal discussions are a standard part of supervision and should occur throughout an assessment period. Discussions should be a candid, forthright dialogue between the supervisor and employee(s) aimed at improving the work process or product. The discussion will provide the opportunity to assess accomplishments and progress, and identify and resolve any problems in the employee's or work team's work product.

g. Discussions may be initiated by the supervisor or employee. Discussions may be held one-on-one or, where appropriate, between a supervisor and a work group. If the supervisor fails to meet with the employee as requested, within a reasonable timeframe, the employee has the option of notifying the second level supervisor, the Union, or the HRO.

h. Supervisors should provide guidance aimed at developing the employee's knowledge, skills, and abilities, removing obstacles, and improving the work product or results. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance and offer suggestions for improving processes.

i. Critical elements must describe work assignments and responsibilities that are significantly influenced by an employee's work effort and within the employee's control. For most employees this means that critical elements cannot describe a group's performance.

j. Each critical element must describe a primary function, work assignment, or responsibility which represents a significant amount of the employee's time, as described in the employee's official Position Description (PD).

k. In accordance with 370 DM 430, or as amended, Performance standards must include specific, measurable criteria, which are focused on credible measures such as quality, quantity, timeliness, and cost-effectiveness. The performance standards must be expressed in objective terms which are understandable, verifiable, equitable, achievable, and which provide for distinctions between the levels of performance.

l. Supervisors/Managers must involve employees in establishing the EPAP for their position. Employees must not be advised that any part of their EPAP is "off limits" to discussion.

m. Conduct issues are not to be addressed through the performance management system.

n. Rating officials are responsible for monitoring employee performance during the appraisal period and communicating with employees on an ongoing basis about the status of their performance as compared to the performance standards, and as appropriate, obtaining and utilizing feedback from internal and external customers, team members, coworkers, suppliers, or other appropriate individuals, concerning the employee's performance. Additionally, it is often a good idea to ask employees to keep track of their own progress using data identified during the planning phase so they can provide a complete account of their accomplishments during progress reviews and the final rating.

o. If an employee does not understand the performance expectations for any specific rating level as expressed in their EPAP, they must request an explanation of such from the rating official. If the rating official is unable to explain such in a manner which is understandable to the employee, the employee may then request that HR facilitate a discussion on the EPAP with the employee and supervisor. The employee is also free to consult with Union officials regarding their EPAPs.

p. Management agrees to provide the Union with copies of any BUE EPAPs and position descriptions, when so requested, but may redact personally-identifying information.

14.4 New and Revised Elements and Standards: Employees must be provided the opportunity to be involved in the development and revisions of their performance plans as per Department policy. The employee shall be provided a copy of critical elements and/or standards that are new or revised.

14.5 Requirements:

a. All employees will receive an annual performance rating in accordance with the Departmental Manual 370 DM 430. The DOI Performance Appraisal Handbook must be used as a guide. All dates placed on the EPAP shall be truthful and accurate.

b. Employees must be working under a performance plan for a minimum of 90 calendar days before a rating can be given.

c. The employee must ensure they understand the overall level of performance they are expected to meet in order to be assigned a given rating level. The employee must communicate with their supervisor if they do not understand the requirements for any given rating level.

d. Using established performance standards and the tasks to be achieved, supervisors will give, in writing if requested, specific, objective examples of exceptional performance levels to provide the employee specifics to aim for.

e. For Union officials administering this Agreement on a continuing basis, in addition to their regular duties, due consideration to the amount and timeliness of work will be given when applying the performance standards.

f. Progress Review. At least one formal written progress review will be held in accordance with the Departmental Manual, 370 DM 430.

g. Summary Rating. The rating official will discuss and document in writing the employee's job performance with the employee in private surroundings at least once per year.

h. The employee has 30 calendar days of the date the employee receives/signs the rating of record on the EPAP to add supplemental comments to their summary rating. This may occur if an employee wishes to provide specific information on noteworthy accomplishments that the rating official did not include, or if they have other comments that they wish to include as part of the performance appraisal plan. This process may be utilized only when the employee is not contesting the rating he/she received on a given element, which if changed, would affect the outcome of the overall rating of record. The comments must be submitted to the rating official who will forward these to the HRO to be added to the employee's performance appraisal folder.

14.6 Summary Rating Reconsideration: Employees have the option to request reconsideration of their performance rating as per the DOI Performance Appraisal Handbook or to file a grievance using the negotiated grievance procedure, but not both. The employee will have exercised their option to raise the matter under one procedure or the other at the time the employee timely files a written request for informal reconsideration to the rating official or files a formal grievance as per Article 28 – Grievance Procedure. In following the reconsideration process under the Department procedures, the rating official must provide the employee the informal decision in writing. At the formal reconsideration step, the decision rendered by the reconsideration official is final and becomes the official rating of record.

14.7 Performance Assistance:

a. Whenever an employee's performance falls below the Fully Successful level for any single element, the rating official will promptly document and discuss the employee's performance deficiencies with the employee in an attempt to assist the employee in raising the performance up to at least the Fully Successful level.

b. The supervisor, in consultation with the employee, will consider available and appropriate options such as formal training, on-the-job training, counseling, assignment of a lead mentor, or other assistance, to assist the employee in improving the performance to at least the Fully Successful level.

c. The supervisor will notify the employee when the employee's performance has improved to the Fully Successful level.

14.8 Performance Improvement Plan: At any time during the rating cycle that an employee's performance falls to the Unsatisfactory level, the employee must be placed on a Performance Improvement Plan (PIP) promptly to assist in improving the performance to at least the Minimally Successful level. PIPs will be in writing.

a. Contents of a PIP: While unique to the employee and the individual circumstances being addressed, the following information must be included in all PIPs:

(1) Identifying Information: The employee's name, title, series, grade, and organizational location.

(2) Length of Opportunity Period to Improve Performance to the Minimally Successful Level: The employee will be given a reasonable time under the PIP to demonstrate at least Minimally Successful performance. This period may be extended by the supervisor via written notice prior to the end of this opportunity period.

(3) Elements and Deficiencies: The critical element(s) and performance standard(s) for which the employee's performance is at the unacceptable performance level and a description of the nature of the deficiencies.

(4) Actions Required to Improve: Advice and/or guidance on what the employee must do to improve performance to the Minimally Successful level. Expectations may be clarified at this time. However, additional duties or standards may not be added to the employee's performance plan during a PIP.

(5) Management Assistance: A statement describing how the rating official will assist the employee to correct the performance deficiencies. Assistance may include, but is not limited to: counseling, closer supervision, special resources, training, more frequent performance reviews, memoranda written to the employee explaining on-going errors and how to correct them, assistance with organizing workload, and samples of acceptable work products.

(6) Potential Consequences of Failure: A statement that failure to improve performance to the Minimally Successful level in any critical element (that is, the level of performance required for retention in the position) may result in reassignment, a reduction in grade, or separation of the employee from the Federal Service.

(7) Employee Assistance Program Referral: A referral to the Employee Assistance Program (EAP). However, an employee cannot be compelled to seek EAP assistance.

b. The rating official will meet with the employee regularly for the duration of the PIP for the purpose of reevaluating performance and counseling the employee on how to improve. Union representation will be provided upon the employee's request, which does not preclude management having a management official or HR present. The role of the Union representative during the meeting is limited to moral support and clarification for both Parties and will not be disruptive to the meeting.

c. Normally within 14 days after the end of the opportunity period described in the PIP, the rating official will notify the employee in writing whether the employee's performance has improved to the Minimally Successful level in that critical element(s).

(1) When an employee's performance has improved to the Minimally Successful level or higher, the employee is retained in the position. For one year following the issuance of the PIP, the employee is responsible for maintaining performance at least at the Minimally Successful level in the critical element for which the opportunity period was afforded. If, during the one year period, the employee's performance again becomes Unacceptable in the critical element for which the opportunity period was afforded; the employee will be reassigned, demoted to a lower grade, or removed from Federal Service without any additional opportunity to improve.

(2) If the determination is that the employee's performance is Unacceptable, and Management determines to propose an adverse action, Section 14.9 below applies.

14.9 Adverse Action:

a. Notice of Proposed Action. An employee whose reduction in grade or removal is proposed is entitled to at least thirty (30) calendar days advance written notice that informs the employee of:

(1) The nature of the proposed action.

(2) The specific instances of unacceptable performance by the employee on which the proposed action is based and the critical results involved in each instance of unacceptable performance.

(3) The employee will be afforded 14 calendar days to respond to the Agency's notice of proposed action, orally and/or in writing.

(4) The right to be represented by a Union representative, an attorney, or other representative.

(5) The critical elements of the employee's position involved in each instance of unacceptable performance.

(6) The right to receive written decision with appeal rights.

b. Decision: After full consideration of the case, where warranted, Management may remove, demote, or reassign the employee. The decision will be made by an official who is in a higher level position than the official who proposed the action.

(1) The decision will inform the employee of the option to appeal the action to the Merit Systems Protection Board (MSPB) if applicable or through the negotiated grievance procedure, but not both, and will inform the employee that he or she will be deemed to have exercised his or her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedures. The decision shall include the time limits (number of days) to file a grievance under the negotiated grievance procedure or file an appeal under the MSPB appeals procedure.

(2) The effective date of the action will normally be stayed at least 5 days from the date of the decision, unless mitigating circumstances exist.

14.10 If an employee is the subject of an action based on unacceptable performance and files for disability retirement, the action may be delayed in accordance with 5 CFR 432. The employee, at his or her option, may use any available leave or leave without pay, as appropriate, until receipt of the initial decision on the application for disability retirement. When an application for disability retirement of an employee is approved, the employee, at his or her option, may use any available leave, until the effective date of the disability retirement.

14.11 Within-Grade Increase: Level of competence determinations will be made in accordance with 5 CFR 531 and DOI policy. Advancement to the next higher step of the employee's grade shall be earned when the employee has:

a. Met the waiting period requirements.

b. Not received an equivalent increase during the waiting period.

c. Has a current summary rating of Fully Successful or higher, and

d. The employee's performance has not dropped below the Fully Successful level since the issuance of that rating.

ARTICLE 15. AWARDS PROGRAM

15.1 The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The awards program will be administered in accordance with Title 5 CFR Parts 451, 430, and 531 and Departmental Manual, Awards and Recognition, 370 DM 451. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program.

15.2 Labor Management Forum may periodically evaluate and review the unit's awards program to ensure the administration is fair, objective, effective, and understandable.

15.3 Employee Recognition: An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the OAS operations or is in the public interest. Group awards should be given based on the employee's contribution or participatory value rather than solely on the employee's grade. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. To meet this goal, awards should be given as soon as possible after the achievement. The awards program will be equitable in opportunity and there must be fairness and transparency in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Except for Quality-Step Increases, all awards are available to temporary employees; however, term employees are eligible for Quality-Step Increases.

15.4 Effective awards programs include, but are not limited to, performance based awards, monetary awards, non-monetary awards, and time-off awards. Also included are peer programs and the Length of Service recognition.

a. Performance Based Awards: Recognition given for performance rated above Fully Successful. The two types of awards are the lump-sum performance bonus (i.e., monetary and time-off awards) and Quality-Step Increase.

b. Monetary Awards: Recognition given for a particular accomplishment, such as superior contribution on a short-term assignment or project, an act of heroism, scientific achievement, major discovery, or significant cost savings. Dollar amounts are determined by the value of benefit and application of the contribution to the OAS mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of these awards include extra effort, spot, gain sharing, and suggestions.

c. Nonmonetary Awards: Recognition given for a specific outstanding accomplishment, such as those defined in Section 15.3. Types of these awards include time-off awards, keepsakes, letters of appreciation, and honorary awards.

d. Length of Government Service Recognition: Employees will be recognized in 10 year increments for their length of government service. A length of service award will include a pin and a certificate.

15.5 The Parties agree that an Exceptional rating as an employee's performance summary rating will generally receive a performance award.

15.6 Employees receiving Superior ratings are eligible for performance based awards. Performance based awards will be at Management's discretion.

15.7 Management will schedule an appropriate award presentation for an employee taking into account the employee's preferences. When possible, the supervisor will inform the employee of a monetary award prior to employee receiving the money.

15.8 Recipients will be given a choice in the type of recognition they receive whenever possible. For example, an employee may select a time-off award in lieu of a monetary award. Once granted, time-off awards cannot be converted to a cash payment (5 CFR 451.104(f)). Also, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length of service recognition.

15.9 The Union may request a list of awards given to all bargaining unit and non-bargaining unit employees of an organizational unit(s). Management will provide the list for no more than up to the last three years. The standard report will include: type of award, amount, date of award, pay plan, grade, series, title, bargaining unit status code, organizational codes to level 5.

Note: This standard report does not include employee names. If the Union needs employee names or other additional information than what is in the standard report above, the Union will need to file an information request and provide a particularized need.

15.10 Where management determines to grant awards, the award amount for performance based awards will be based on the employee's annual performance summary rating and basic salary. The following table will be a percentage of the employee's basic salary which is established considering guidance from higher headquarters, OAS policy, and budgetary constraints used, notwithstanding specific funding limitations:

Rating Level	Score	% of Base Pay
Exceptional (Level 5)	5.00	5.0%
	4.60 – 4.99	3.1% - 4.9%
Superior (Level 4)	4.21 – 4.59	2.5% - 3.0%
	3.81 – 4.20	2.1% - 2.5%
	3.60 – 3.80	1.5% - 2.0%
Fully Successful	Less than 3.60	n/a

15.11 The percentage distribution (see table above) upon which the performance awards are based will be consistent across OAS. If an authority higher than OAS management limits the award funding available, the actual percentage of base pay will be based upon total OAS funding available for awards, determined via a sliding scale. No more than annually, the Union may

request the Employer to furnish the Union with an annual listing showing summary ratings of performance, base pay, and awards actually made, for each employee.

15.12 Employees may request to convert a cash award into a time-off equivalent not to exceed an aggregate calendar year total of 80 hours (40 hours maximum for performance-based awards). The employee must submit the request to their supervisor before the cash award has been processed. Any remaining cash balance will be paid (i.e., if an employee receives a 5% rating and the employee requests 20 hours time-off award but the cash value of the monetary award would be $1,000 and the time-off award equals $600, then the employee would also receive a $400 monetary performance award).

15.13 Time-Off Awards. An excused absence awarded to an employee without charge to leave. The minimum time-off recognition is one hour; the time-off award shall not exceed 40 hours per event or 80 hours total per year. This limit includes performance-based time-off awards. Employees normally have the discretion to determine when they will use a time-off award, subject to supervisory approval. A time-off award must be used while the recipient is employed at the Department; the time-off award cannot be transferred to another agency upon separation of the employee. Further, upon separation from the Department, employees are not entitled to receive payment for any unused time-off award hours. These limits apply to all employees.

ARTICLE 16. EMPLOYEE TRAINING

16.1 The Employer and the Union recognize the benefit of maintaining quality training programs and opportunities to improve employee efficiency. Training should be used to enhance the skills, knowledge, and abilities needed for new mission, position, or program changes; to utilize new technology or to improve performance.

16.2 The Employer will work with employees in the development of individual plans to enable them to accomplish work assignments successfully and meet career goals related to their assigned duties and responsibilities. Such plans are for the guidance of employees and do not obligate the Employer to provide the training that an employee requests.

16.3 Upon request, employees may obtain information regarding suitable and available educational resources. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities.

16.4 Employees will submit written requests, including an agenda, within a reasonable period of time in advance of the training to the employee's immediate supervisor who will respond timely to the request in a manner that will allow sufficient time for the employee to attend the training.

16.5 Training for employees shall be conducted on duty time as opposed to brown bag sessions on the employee's non-duty time. Quality training for employees may include ethics, contractor/ Government working relationships, Affirmative Action Plan, Collective Bargaining Agreement, policies, etc., as agreed upon by the LMF.

16.6 The administration of employee training will be on a fair, consistent, and objective basis among employees in like or similar positions, unless mitigating circumstances exist.

16.7 If either the employee or the supervisor experiences problems with the application of this Article, they will meet to attempt to informally resolve the issue.

16.8 Overtime, compensatory time, or credit hours may be authorized by the employee's supervisor for training in accordance with applicable laws, rules, regulations and policies.

ARTICLE 17. PROMOTIONS AND ASSIGNMENTS

17.1 As required by law, the purpose and intent of the provisions contained in this Article are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to race, color, religion, sex, sexual orientation, national origin, age, non-disqualifying physical or mental handicap, marital status, domestic partnership, lawful political affiliation, or labor organization membership, and shall be based solely on job-related criteria.

17.2 Merit promotion procedures will be in compliance with 5 CFR 335, and the DOI Merit Promotion and Placement Policies, and all other regulations in effect at the time of the placement action.

17.3 It is agreed that the Employer will use the competencies of employees consistent with mission requirements, merit principles, and applicable laws and regulations. The Employer will have flexibility based on mission requirements and position qualifications to determine whether to announce the position internally, externally, or both.

17.4 OAS recognizes the benefit of promoting from within whenever possible and appropriate.

17.5 In order to be properly considered for a position vacancy, employees will apply for positions in a timely manner. If employees have questions during this process, they should contact the HRO point of contact listed in the vacancy announcement early in the vacancy announcement opening period to ensure that a timely response can be provided.

17.6 Career Opportunities: When deemed appropriate, OAS will advertise positions at grades below their full-performance grade level to enhance career opportunities. All vacancies should be evaluated to determine if they are suitable to be filled as career ladder positions, or suitable to be filled at less than full performance level positions. Factors such as full-performance level, immediate job assignments and production needs, stabilization/creation of career ladders and OAS's ability to meet mission objectives should be taken into consideration.

17.7 Information: Applicants are entitled to information as to whether they met the basic qualification requirements for the position (including time-in-grade), whether their name was referred to the selecting official, and the name of the person selected. Candidates who were referred to the selecting official but were not selected may request information from the selecting official as to what they can do to improve their chances in future competition.

17.8 Details and Temporary Assignments:

a. In the interest of effective employee utilization, details to positions or work assignments will be based on a bona fide need and will be consistent with applicable regulations and the merit system. Details and temporary assignments may be used to meet emergencies or situations occasioned by abnormal workloads, changes in mission or organization, cross-training to expand employee capability and improve skill mix, absences of personnel, or to cover vacancies prior to permanent placement action.

b. Any qualified employee may volunteer for a detail. If the OAS is unable to honor an employee's request for a detail assignment, the OAS will consider the employee for future opportunities. Upon written request by the employee, OAS will furnish a written explanation of why the detail was denied.

c. When an employee is detailed from their position of record to another position, and the detail lasts more than thirty (30) calendar days, the detail will be documented on a SF-50 and filed in the employee's electronic Official Personnel Folder (eOPF). Experience gained in details will be credited in qualification considerations when the employee applies for positions within the OAS if the employee provides sufficient information regarding the duties of their detail on their application.

d. When an employee is temporarily assigned to a higher graded position for 45 consecutive calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the 46th calendar day. If an employee's temporary assignment to a higher grade position is expected to continue longer than 45 calendar days, the employee should be temporarily promoted into that position upon initial assignment to the higher grade position and receive the rate of pay of that position consistent with the assignment. The employee must meet Office of Personnel Management (OPM) basic qualifications to be temporarily promoted to the higher graded position.

e. Management recognizes the need for employees to perform their regular duties and responsibilities in accordance with their position description and regular work assignments.

f. In this regard, OAS will not allow other work assignments to adversely impact the employee's performance appraisal ratings or cause lost opportunities for promotion, details, training, annual leave use, etc. When employees are performing additional duties normally assigned to other employees who are not available to perform these duties, Management will take into account the amount and timeliness of work that will be given when applying performance standards.

g. The employee will advise their supervisor if they believe their work is being adversely impacted by additional assigned duties.

17.9 Career-Ladder Promotions:

a. A noncompetitive promotion to a higher grade in a career ladder position is not an entitlement. Employees assigned to a career ladder position will be noncompetitively promoted to the higher grade in a career ladder as soon as they have met the time-in-grade requirements, have a current rating of record of at least Fully Successful or higher and have demonstrated the skills and abilities to perform at the higher level. Management must also have a legitimate business need for the duties to be performed in a higher graded position.

b. If a supervisor determines the employee's performance does not demonstrate the skills and abilities to be promoted to the higher grade, the supervisor will provide a written notice to

the employee explaining the basis for this determination and advise the employee what must be done to demonstrate, normally prior to the employee meeting the time and grade requirements or the target date for promotion but not later than 14 calendar days from receipt of the employee's request for an explanation.

ARTICLE 18. POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

18.1 Each employee shall have a position description which is accurate as to title, series, and grade, and which clearly states major duties of the position. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term "major" means: 1) a task that is grade or series controlling; or 2) a reoccurring task that takes a significantly measurable amount of employee's time (e.g., 5 percent or more of an employee's time). The position description shall be reviewed at least annually by the employee and work supervisor.

18.2 An employee, who believes their position description no longer accurately states their major duties and responsibilities, may draft a proposed new position description or amendments to the current position description, and present it to their supervisor. As an alternative, the employee may submit a written request for review including a summary of the points to be reviewed. The position is then to be reviewed by the supervisor and the findings presented to the employee within thirty (30) calendar days of the employee's request for review or rewrite. In conducting such reviews or rewrites, the reviewer will consider the employee's written and oral comments. If the supervisor agrees with the changes, the supervisor shall forward, as soon as practicable, the revised position description through the appropriate channels for reclassification. The position description will be classified as soon as practicable. If the employee is not satisfied with the results of the supervisor's review of the position description, they may grieve the accuracy of the position description in accordance with Article 27, Grievance Procedure.

18.3 The phrase "performs other duties as assigned" means tasks related to the employee's occupation which may be required on an irregular basis that is of an emergency, temporary, or developmental nature. Accordingly, such duties will not be specifically included as a performance appraisal requirement. However, it shall not be construed to require the employee to perform duties outside his/her regular field of work on a frequent or consistent or permanent basis. The Employer retains the right to assign duties to employees. However, it is not intended that duties inconsistent with the general level of a position will be frequently and consistently or permanently assigned without action to review the position. When an employee has been assigned recurring duties of such a nature that they may affect grade determination or qualification for future promotional consideration, that employee should notify their supervisor and, if necessary, take the steps noted above.

18.4 Position Description Changes by Management: Whenever management proposes to modify the position description of any employee in the unit, that employee will be given the opportunity to review and discuss the proposed change. If the employee has concerns regarding any changes to their position description, they may consult the Union.

18.5 Desk Audit: The Employer will strive to have the desk audits and position classifications completed within 60 days of the initial request. If longer than 60 days, the Employer will provide a written explanation to the employee regarding the status, upon receipt of a written

request from the employee. The Employer will provide the explanation to the employee within 14 calendar days of receipt of the request.

18.6 Personnel Required to Travel Extensively: For certain personnel travel is an integral part of their jobs. Accordingly, it should be recognized as such in their position descriptions, such as "travel is extensive."

18.7 Classification Results: Upon completion of the classification decision, the classification results shall be discussed with the employee and a Union representative, if the employee so desires.

18.8 Classification Appeals: Any employee who does not agree with the classification decision will follow the established appeal process (5 CFR 511).

a. Wage Grade employees may appeal a classification decision at any time through the Agency Wage Grade appeal procedure and then to the OPM.

b. General Schedule employees may appeal a classification decision at any time to the Department, and then to the OPM if dissatisfied, or may go directly to the OPM.

18.9 Non-Competitive Promotions: When there has been an accretion of duties and responsibilities to warrant an increase in grade of the position, the employee(s) in the position will be promoted without competition, unless Management eliminates or redistributes the grade-controlling duties, in accordance with Article 17, Promotions and Assignments. The employee must be qualified in order to receive the promotion, e.g. meeting time in grade and specialized experience requirements. Competition is required when multiple incumbents are on the same position description and not all of the incumbents are performing the higher graded duties. Management shall refrain from temporarily taking away potentially higher grade controlling duties during the position classification review. Accretion of duties occurs when the following conditions are met:

a. The new position absorbs the major duties of the old position and the old position is abolished.

b. The new position is in the same organization and retains the same supervisor as the old position.

c. The new position does not involve the addition of project leader, group leader, or supervisory duties to a formerly non-supervisory position or the addition of duties which causes the new position to replace a higher-level supervisory position.

18.10. Upon determining the FLSA status of a position in accordance with 5 CFR 551.202, management will provide the employee documentation supporting the determination which includes:

a. the FLSA status, and

b. the rationale for making an exempt determination. This rationale would indicate which of the following categories that the primary duties fall into:

(1) Management/Executive,

(2) Professional, or

(3) Administrative.

(a) General Business Operation

(b) Production Functions

ARTICLE 19. REALIGNMENTS AND REORGANIZATIONS

19.1 Consistent with the procedures outlined in pre-decisional involvement under Article 12, Labor Management Forum, Management will notify the Union of any a realignment or reorganization prior to implementation.

19.2 Management and the Union will follow the negotiations procedures in Article 13, Negotiation Procedures, in negotiating over procedures and appropriate arrangements.

19.3 Negotiations will not delay the effective date specified in Section 19.1 above. If the effective date is impending and negotiations have not been completed, Management and the Union will engage in post-implementation negotiations.

19.4 Refer to Article 34, Space Management, regarding related impact to work space changes.

ARTICLE 20. LEAVE

20.1 Annual Leave:

a. Employees and supervisors are jointly responsible for scheduling annual leave throughout the year so employees are not forced to lose it because of year-end workload needs.

b. Scheduled annual leave that is denied because of work-related needs will be rescheduled at the earliest possible date within the leave year or restored at the end of the year, if otherwise meets the statutory and regulatory requirements for restoration. Denial of scheduled annual leave will be a last resort; all other options to meet mission requirements should be exhausted first. If the leave must be denied, the supervisor and employee will work together to schedule denied annual leave at the earliest possible date within the leave year.

c. Employees have several options for learning when annual leave balances may be expiring, for example, the employee's leave and earnings statement, QuickTime reports, Employee Express, or by contacting HR.

d. Employees may apply to have their leave restored after the end of the leave year during the timeframe established by the HRO. Employees may contact the HRO for information regarding the specific criteria and procedures for restoration of annual leave.

e. Work permitting, the Employer shall maintain a liberal leave policy in the following circumstances:

(1) Religious holidays associated with the religious faith of the employee.

(2) Personal emergency situations requiring the immediate attention of the employee. The employee should make a reasonable effort to notify the supervisor or their designee of the nature of the emergency. If the employee is unable to personally contact the supervisor or designee, a voice mail or email message is acceptable. The employee will follow-up with the supervisor regarding their status, as soon as practicable thereafter. The employee is not to assume the leave will be granted by merely leaving a voice mail or email message. The supervisor retains the right to determine the legitimacy of the emergency.

(3) Attendance at conventions of civic or other nationally recognized organizations of which the employee is an officer or a contributor on the agenda, and attendance at national NFFE conventions by representatives of the Union.

(4) Voting in any local, state or national government election, given the parameters regarding polling place opening and closing times as stated in 370 DM 630.

f. Annual leave shall be charged in increments of 15 minutes.

20.2 Sick Leave:

a. Employees absent from work because of illness or injury must personally notify their supervisor, or designee, as early as practicable, on the first and each subsequent day of the absence, unless the supervisor has been informed of number of days of absence (e.g., hospitalization for several days). If the employee is too physically incapacitated to call, notification from someone other than the employee will be accepted. If this procedure is not followed, the supervisor may disapprove the leave and may charge the absence to AWOL. The fact alone that the employee failed to notify their supervisor of their absence should not be the sole determination on whether to charge the employee with AWOL; the circumstances of the absence should be reviewed with the employee before making the determination.

b. Approval to use sick leave for medical, dental, and optical examination or treatment must be sought as far in advance as reasonably possible from the employee's supervisor.

c. For an absence in excess of three (3) full workdays, the agency may require a medical certificate or other administratively acceptable evidence as to the reason for the absence. If the illness or injury did not require the services of a health care provider, the supervisor may require the employee to provide a signed statement explaining the nature of the illness in lieu of a medical certificate. If requested, the employee will make a reasonable attempt to provide a medical certificate or a signed statement by the last day of the pay period in which the illness occurred.

d. Employees recuperating from illness or injury and temporarily unable to perform their assigned duties may submit a written request, with appropriate medical documentation, to their supervisor for temporary duties commensurate with the injury/illness and the employee's qualifications. The Employer may have such requests reviewed by a DOI medical officer for appropriate recommendations. The Employer may request additional medical documentation. The Employer shall, in accordance with applicable rules, regulations and medical recommendations, make a reasonable effort to grant such temporary assignments, including temporarily assigning the employee to other duties as soon as possible.

e. Employees may be required to provide medical documentation for release to return to work after having been placed on work restrictions by their medical provider (e.g., knee surgery, heart attack).

20.3 Leave Restrictions:

a. When the supervisor has reason to believe the employee is abusing sick leave, the supervisor may counsel the employee and/or place the employee on leave restriction. In placing the employee on leave restriction, the employee will be advised in writing which will include:

(1) an explanation why the employee is suspected of abusing sick leave,

(2) the requirements of the leave restrictions, which may include requiring the employee to submit acceptable medical documentation in support of future requests for sick leave, and

(3) the length of time the leave restriction will be in effect.

b. A sick leave restriction will be reviewed at least every 90 calendar days from the date of the written notification to determine if the employee's leave usage has improved thereby warranting termination of the leave restriction.

c. When the supervisor has reason to believe that an employee's use of unscheduled annual leave is negatively impacting work, the supervisor may counsel the employee and/or place the employee on leave restriction. In placing the employee on leave restriction, the employee will be advised in writing, which will include:

(1) an explanation why the employee is suspected of abusing unscheduled annual leave.

(2) the requirements of the leave restrictions, and

(3) the length of time the leave restriction will be in effect.

d. An annual leave restriction will be reviewed at least every 90 calendar days from the date of the written notification to determine if the employee's leave usage has improve thereby warranting termination of the leave restriction.

20.4 Medical certificates must be signed by a health care provider and shall contain, at a minimum, the following information:

a. The date(s) the employee was incapacitated for duty;

b. The health care provider's name, address, and telephone number, and;

c. The estimated date for the employee to return to work and any work restrictions.

20.5 Advance Sick Leave: In accordance with 370 DM 630, employees who are incapacitated for duty because of serious illness or disability involving personal hardship may be advanced sick leave not to exceed 30 workdays (240 hours), subject to established approval procedures. Sick leave will not be advanced in cases where there is reasonable doubt that the employee will be able to repay the advance. The specific circumstances of the individual situation will be reviewed prior to a decision being made on advancement of sick leave.

20.6 Excused Absence is an absence from duty administratively authorized without loss of pay and without charge to leave. This is referred to as "administrative" leave for timekeeping purposes and is differentiated from official duty such as for training or detail. All excused absences should be documented with the appropriate payroll code on timesheets. The most common reason for excused absence is group dismissals. Group dismissals may be granted by the authorized management official when:

a. Normal operations are interrupted by events beyond the control of the Employer or employees, such as extreme weather conditions and disasters; or

b. Managerial decisions to close an office or project for short periods for making repairs, power failure, or other approved reasons.

c. In rare situations, supervisors may excuse individual absences of less than one hour.

20.7 Leave Without Pay (LWOP):

a. An employee may be granted LWOP for purposes where benefit to the Employer would result.

b. An employee, when selected by the Union, may be granted accrued annual leave or LWOP to accept a temporary Labor organization position or to attend conventions or meetings of Labor organizations, subject to workload requirements of the Employer.

20.8 Absence Without Leave (AWOL):

a. Any absence from duty not specifically approved by the supervisor or designee may be charged as AWOL. A charge of AWOL may, as the supervisor determines, be used as the basis for disciplinary action. AWOL differs from LWOP in that AWOL designates unauthorized absence, while LWOP designates unpaid leave approved by the supervisor.

b. An employee's performance rating will not be affected by other employee(s) use of leave.

20.9 Management may not dictate when an employee must take earned leave, compensatory time, compensatory time for travel, or credit hours. The Employer may recommend a most appropriate time to take leave based on work load needs, so long as no coercion or undue pressure is applied.

ARTICLE 21. WORK SCHEDULES

21.1 Introduction: There is a wide range of work schedule options available (standard-fixed, compressed-fixed, and several flexible schedules) any of which may be applied to either full or part time tours. Work schedule assignments will be based on the nature of the assigned work. Work schedules must be approved in advance to assure work objectives are met and to give employees a reasonable advanced notice.

a. Work schedules must be administered fairly to all employees.

b. Employee participation in the alternative work schedule is completely voluntary.

c. The Parties recognize the benefits to employees and the Employer to allow employees to use alternative work schedules (AWS's). Management will consider mission and work requirements and employee's personal needs when assigning employees to work schedules.

21.2 Standard Work Schedules:

a. Definitions:

(1) Regularly scheduled administrative workweek, for a full-time employee, means the period within an administrative workweek, established in accordance with 5 CFR 610.111, within which the employee is regularly scheduled to work including any regularly scheduled overtime hours. For a part-time employee, it means the officially prescribed days and hours within an administrative workweek during which the employee is regularly scheduled to work.

(2) Tour of duty means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

b. A standard work schedule consists of 5 consecutive 8-hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time. Days off will normally be 2 consecutive days.

c. Unless otherwise ordered or approved, an employee's regularly scheduled administrative workweek will fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period.

d. Management will provide notice in writing to the employee of permanent changes in an employee's tour of duty, regularly scheduled administrative workweek (RSAW), and/or on-call schedule. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations, which would result in undue hardship in mission accomplishment and/or substantial additional cost. A change in RSAW will be effective at the beginning of the pay period. Management will give consideration to an employee's personal needs when changing tours, RSAW, and/or on-call periods.

e. An employee who needs to work a different tour of duty, RSAW, and/or scheduled on-call period will make a written request to their supervisor indicating the reason for their request. The employee and supervisor will discuss both employee and Employer needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.

f. An employee may have Union representation, if requested, during discussion with Management about changes in their tour of duty, RSAW, and/or scheduled on-call period.

21.3 The following alternate work schedules are available:

a. Flexible work schedule with gliding schedule and credit hours (FWS), including simulated compressed work schedule (SimCom);

b. Compressed 4-10 (CWS 4-10), and

c. Compressed 5/4-9 (CWS - 5/4-9).

d. This Agreement should be used with all other applicable laws, policies, regulations, and precedents governing the use of pay, leave, and hours of work.

e. The information presented here is intended to cover most of the commonly needed information, but it is not possible to cover every question or situation that may arise. Questions related to matters not specifically covered in this policy, or regarding interpretation and consistent application of this policy, should be addressed to the HRO.

21.4 Authorities/Guidelines:

a. 5 CFR 610,

b. 5 USC 6120-6133, and

c. OPM Handbook on Alternative Work Schedules.

21.5 Coverage: All full and part-time bargaining unit employees. Employees working on intermittent work schedules are excluded because by definition, intermittent employment does not have a regularly scheduled tour of duty.

21.6 Basic Principles:

a. All employees will be treated fairly and equitably.

b. Customer service is not to be diminished or be compromised as a result of work scheduling.

c. Office hours: Managers, employees, and the Union will work together to ensure the office is covered from 7:30 a.m. to 4:30 p.m. on Monday through Friday. In situations requiring office hours beyond 7:30 a.m. to 4:30 p.m., managers, in a cooperative effort with employees, will need to decide what aspects of this flexible schedule can be utilized by members of the organization. If staffing levels preclude sufficient coverage, Management will adjust work schedules to ensure office coverage accordingly.

d. Supervisors and employees will work cooperatively and collaboratively to meet the employee work schedule requests, needs and preferences, while still meeting the OAS office coverage and work requirements. Employees and supervisors will cooperate without employee fear of retaliation or expectation of reward from the supervisor. The supervisor retains the final authority to approve work schedules and ensure they are implemented equitably.

e. Employee participation in AWS is entirely voluntary. It is the policy of the OAS to grant approval of an employee's request for a work schedule unless it interferes with meeting OAS office coverage and work requirements.

f. Supervisors may deny an employee's choice of an alternate work schedule (a flexible work schedule, or a 5/4-9 or 4/10 compressed work schedule) due to operating requirements. A decision to deny an employee's choice of an alternate work scheduled must be provided to the employee in writing.

g. Supervisors will address individuals abusing work schedules, but avoid "punishing" the group for the lack of cooperation of one or a few team members.

h. Core hours are that part of the schedule of hours during the workdays, workweek, or pay period that is within the tour of duty and during which employees must be present at work or on leave, other excused absence or on travel duty.

(1) The default core hours for employees on flexible work schedules will be from 9:30 a.m. (local time) to 2:30 p.m. (local time), excluding a meal break.

(2) Employees may request and supervisors may grant deviations from core hours on a case-by-case basis.

i. When a position requires a fixed schedule, this will be indicated in the position description and job announcement for the position.

j. The supervisor and the employee will discuss collaboratively when a supervisor needs to make changes (in excess of two calendar weeks) to the parameters (e.g., arrival time, departure time, lunch start time, stop time and duration of lunch time, or day off for a CWS or a SimCom) of an employee's existing work schedule. The Employer shall send an email or equivalent correspondence to the Union specifying this proposed change. Impact and implementation (I&I) negotiation, if not waived by the Union, must be completed before the adjustment is implemented. Implementing a series of schedule changes of less than two calendar weeks in order to avoid the requirement for I&I is unacceptable and contrary to the intent of this

Agreement. In the event of a mission requirement, Management is not required to notify the Union for temporary changes of two calendar weeks or less, or for changes involving leave restriction, performance deficiencies, misconduct, or disciplinary actions.

k. Employees have the right to seek Union representation on matters involving work schedules.

l. Breaks

(1) One 15-minute break may be taken within every 4 hour period.

(2) Employees may leave the work area.

(3) Breaks may not be combined: used in conjunction with leave, used to increase a lunch period, or to shorten or lengthen a workday.

(4) Employees may be required to schedule, adjust, or forego, in rare circumstances, schedule breaks to provide adequate office coverage.

m. Lunch Periods

(1) A lunch or other meal period is an approved period of time in a nonpay and nonwork status that interrupts a basic workday or a period of overtime work for the purpose of permitting employees to eat or engage in permitted personal activities.

(2) A lunch period cannot be less than 30 minutes long and cannot exceed 2 hours without supervisory approval. The employee chooses the length of their lunch period.

(3) With rare exceptions, a lunch must be taken if the workday exceeds 6 hours.

21.7 Definitions: All of the definitions provided in this Article must be considered in the context of the complete work schedule agreement reached between OAS and NFFE.

Alternative Work Schedule (AWS): Means both flexible and compressed work schedules.

Basic Work Requirement: The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. For the purposes of this Agreement, basic work requirements for employees on a flexible work schedule and a compressed 4-10 work schedule are 40 hours per week and 80 hours per pay period; for employees on a compressed 5/4-9 work schedule, the basic work requirement is 36 hours in one week and 44 hours in the other week; or 35 hours one week and 45 hours in the other week, for a total of 80 hours in a biweekly pay period.

Biweekly pay period: The 2-week period for which an employee is scheduled to perform work.

Compressed Work Schedule (CWS) (Formal): A work schedule that, in the case of a full-time employee, has an 80-hour biweekly basic work requirement that is scheduled by the organization for less than 10 workdays. A CWS is a fixed work schedule for which once established, the start, stop and lunch period remains the same every day. For OAS, the available types of CWS are 4/10 (4-ten hour days per week), and 5/4-9 (8 nine hour days, 1 eight hour day, and one non-workday, per pay period).

Simulated Compressed Work Schedule (SimCom): This is an OAS definition developed to acknowledge OAS's flexibility in allowing employees the option of working a schedule that, due to its structured nature, appears to be a formal 5/4-9 CWS or formal 4/10 CWS work schedule, but is in fact, a flexible work schedule (FWS) under which the employee uses credit hours to build and regularly work a predictable simulated 5/4-9 CWS or 4-10 CWS, or other predictable work schedule, with the same arrival, departure, lunch times and/or day(s) off most of the time. A simulated CWS allows an employee to determine his or her own schedule within limits set by the Employer and the supervisor. However, the laws, regulations, rules, policies, procedures, etc., governing CWS do not apply; those governing FWS apply to the employee. For example, the 5/4-9 CWS provides one day off each pay period and the employee is not required to obtain supervisory approval each pay period to take that day off. A simulated CWS usually provides the same day off by the employee using accrued credit hours, and the employee must obtain supervisory approval each pay period to use the accrued credit hours. Another difference concerns annual leave. Under a 5/4-9 CWS, when an employee takes a day off on a 9 hour day, the employee uses 9 hours of annual leave. Under a simulated CWS, when an employee takes a day off the employee uses 8 hours of annual leave. However, the additional hour must be accounted for by other means.

Core Days: For the purposes of this Agreement, core days are Monday – Friday. With regard to an FWS, core days are the regular workdays within a flexible work schedule for which full time employees must account for a minimum of 8 hours of work or approved absence (annual or sick leave, Leave Without Pay, credit hours, compensatory time, etc.) With regard to a CWS, core days are the days from which an employee can choose to schedule their basic work requirement of 8, 9 or 10 hours, and for which a full time employee must account for a minimum of 8, 9 or 10 hours, as appropriate, or work of approved absence.

Credit Hours: The hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

Flexible Hours/Flexible Time Band: The times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from work consistent with the duties and responsibilities of the position. For purposes of this Agreement, the flexible hours are 6:00 a.m. to 8:00 p.m. (local time).

Flexible Work Schedule (FWS): A work schedule that, in the case of a full-time employee, has an 80-hour biweekly basic work requirement, or in the case of a part-time employee has a basic work requirement of less than 80 hours, that allows an employee to determine his or her own

schedule within limits set by the Agency. For the purposes of this Agreement, the FWS offered to bargaining unit employees is a gliding schedule with credit hours.

Gliding Schedule: A type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, and may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours. For a part-time employee, it means a type of flexible work schedule in which the employee may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours and their established basic work requirements.

Office Coverage: Office coverage is the number and type of staff required to be at work during a given time period to process the anticipated level of workload, to meet mission requirements. The office coverage depends upon numerous factors, for example: the anticipated workload, the skill-level of the employees, staffing levels, and the consequences of failing to process the workload, i.e., significant consequences require a higher reliability than minimal consequences.

Office Hours: Time periods during which an office is open for business and must have minimum coverage to conduct business in person and by phone. Voice mail alone is not adequate coverage. The office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. Exceptions to these office hours may be made.

Overtime Hours: When used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered and approved in writing in advance, except in emergencies, but does not include credit hours. With respect to CWS programs, overtime hours refer to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule. For part-time employees, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or, for a week (but must be more than 40 hours).

21.8 Unforeseen matters: All matters not specifically addressed by this Agreement are subject to further negotiations.

21.9 Policies and Procedures for the Flexible Work Schedule with Gliding Schedule and Credit Hours (FWS):

a. Basic Work Schedule and Tour of Duty

(1) The FWS includes ten 8-hour days in a bi-weekly pay period.

(2) The FWS offers flexibility of choice of arrival, departure, and lunch times and duration on a day-to-day basis. Employees may choose arrival, departure, and lunch times without prior supervisory notification.

(3) The basic 8-hour workday must be completed between the hours of 6 a.m. to 6 p.m. on core days with a minimum 30-minute lunch period taken within these hours.

(4) Flex Time Band: 6:00 a.m. to 8:00 p.m., 7 days a week. Environmental facilities (heat, air conditioning, etc.) might not be provided outside of 6:00 a.m. to 6:00 p.m., Monday through Friday. Employees who wish to work any of their regular tour of duty between 6:00 p.m. and 8:00 p.m. must obtain supervisory approval in advance.

(5) The basic workweek is 40 hours.

(6) The basic pay period is 80 hours.

(7) Monday through Friday are core workdays for which employees must account for 8 hours in each day; leave (annual, sick, LWOP, etc.) used; credit hours used; or compensatory time off.

(8) Saturday and Sunday, for the purpose of earning credit hours, are included in the tour of duty as flexible workdays with no regularly scheduled work hours and are considered non-workdays for pay, holidays, and premium pay purposes. Advance supervisory approval is required to earn credit hours on Saturday and Sunday.

(9) Pre-notification and pre-approval are required from the leave-approving official to work less than 8 hours (to use leave, credit hours, etc.), except in emergencies for which approval will be obtained at the earliest possible time.

b. Credit Hours.

(1) Credit hours can only be earned by employees working a flexible work schedule.

(2) The maximum amount of credit hours that may be earned is 3 ½ hours per day on Monday through Friday, and 8 hours per day on Saturday and Sunday.

(3) Credit hours may be earned and used to structure a flexible work schedule such as a simulated 5/4-9 or 4/10 with prior agreement between employee and supervisor, but the 8-hour workday, 40-hour workweek, and 80-hour pay period must be accounted. (Using credit hours to build a simulated 5/4-9 or 4/10 schedule is different from working a formal 5/4-9 or 4/10 CWS. 5/4-9 CWS (formal) is addressed in this Article; 4/10 CWS (formal) is addressed in this Article.

(4) Work must be available and circumstances must support working credit hours.

(5) Credit hours are earned only after completing an 8-hour day or on Saturday or Sunday.

(6) Employees can only use credit hours which are earned in the current or previous pay periods. Credit hours scheduled to be earned in a future pay period may not be advanced for use in the current pay period.

(7) Credit hours can be earned only between 6 a.m. and 8 p.m., 7 days a week.

(8) Approval to Earn Credit Hours:

(a) This Agreement constitutes blanket advance supervisory approval for an employee to earn up to 2 hours of credit time on Monday – Friday between 6:00 a.m. and 6:00 p.m., except while traveling, when all other requirements of this Agreement are met, e.g., 24 hour maximum carryover.

(b) Advance supervisory approval is required for:

i. Earning credit hours between 6:00 p.m. and 8:00 p.m., on Monday through Friday;

ii. On Saturday and Sunday between 6:00 a.m. and 8:00 p.m.; and/or

iii. In excess of 2 hours per day Monday – Friday, not to exceed 3 ½ hours per day.

iv. Individual supervisors have the authority to expand criteria under which they would provide additional blanket advance approval for an employee to flex his/her workday.

(9) Use of credit hours during core hours requires supervisory approval, except in emergencies.

(10) Credit hours may not be earned for training.

(11) Credit hours may not be earned on a holiday.

(12) If training or travel occurs on a day for which credit hours are pre-approved for use, those hours may need to be rescheduled for a different day.

(13) All credit hours earned and used must be entered in the time and attendance system in 15 minute increments with the appropriate charge number for credit hours earned and used.

(14) Employees will be paid for unused credit hours up to the maximum carryover if they leave DOI or move to a DOI organization, a position, or a schedule that does not have provisions for credit hours.

(15) Credit Hours Carryover

(a) Full-time employees may carry over no more than 24 hours to the next pay period.

(b) Part-time employees may carry over no more than one-fourth of their biweekly hours scheduled to work to the next pay period.

(c) Credit hours earned in excess of the maximum carryover are lost and cannot be restored if not used before the end of the pay period. It is the employee's responsibility to

monitor and manage their credit hour balance so as not to exceed the maximum carryover allowed.

c. Overtime vs. Credit Hours

(1) Overtime

(a) When used with respect to FWS programs, overtime refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered and approved in writing in advance, except in emergencies, but does not include credit hours.

(b) Overtime must be ordered and approved in writing in advance by management except in emergencies.

(2) Credit Hours

(a) Credit hours are part of the basic workweek and the purpose of credit hours is to allow employees to vary which of the 8 hours in a day, 40 hours in a week, and 80 hours in a pay period they work.

(b) Credit hours are worked voluntarily by employees. Use of credit hours is not mandatory, as they constitute an agreement between the supervisor and the employee. Accordingly, supervisors are prohibited from requiring employees to use credit hours first, before earning overtime or compensatory time for additional hours worked.

d. Temporary Duty for Travel

(1) When an employee enters temporary duty for travel status, the supervisor will determine whether the employee should continue on an existing FWS with gliding schedule, or temporarily change to the work schedule of the temporary duty station. A temporary worksite is not considered a temporary duty station.

(2) Appropriate officials at the temporary duty station may be consulted in making this determination.

(3) Impact on travel overtime requirements and other pay and leave determinations should be evaluated before placing the employee on the same work schedule as the temporary duty station.

(4) Typically, credit hours may not be earned for travel time since travel is always ordered by an agency. However, under certain conditions an agency may permit an employee to earn credit hours when not already compensated by other means if they are performing productive and essential work. For reference, see OPM Handbook on AWS and FAQ's on credit hours under a flexible work schedule.

(5) Credit hours may not be earned during time spent actually traveling. However, in accordance with 5 CFR Part 550, Subpart N, compensatory time off for travel may be earned during actual travel.

(6) Credit hours may be earned for actual work at the temporary duty site.

e. Holidays

(1) A full-time employee on a FWS cannot be paid for more than 8 hours for a holiday. This includes an employee on a FWS who uses credit hours to build a simulated 5/4-9 CWS or 4/10 CWS, or other structured predictable schedule.

(2) A part-time employee on a FWS cannot be paid for more than 8 hours for a holiday, or for more than the number of hours they were scheduled to work on the holiday. A part-time employee cannot change their part-time work schedule solely for the purpose of being paid for more hours than they were regularly scheduled to work on the holiday.

f. Annual, Sick and Other Leave. Annual and sick leave and LWOP usages are charged in hours (or 15 minute fractions thereof) up to 8 hours, or the number of hours actually scheduled for that day for a part-time employee.

g. Excused Absences. Excused absence with pay may be granted to employees covered by a FWS program under the same circumstances as excused absence would be granted to employees covered by CWS. For employees on a FWS with gliding schedule, the amount of excused absence to be granted should be based on the employee's pattern of arrival.

h. Exceptions and Restrictions*

(1) Work requirements may make it necessary to except or restrict an employee on a FWS from choosing or changing hours of work on a daily basis without prior supervisory notification, e.g., arrival, departure and lunch times and duration.

(2) Wherever possible, employees on a restricted schedule will be offered as much flexibility as the work situation permits.

(3) In many cases where office coverage requirements would appear to require restrictions, it may be possible to avoid such restrictions if work hours can be voluntarily coordinated to provide coverage. This requires a cooperative effort between employees and supervisors.

(4) On a case-by-case basis, a supervisor may approve a work schedule that contains exception(s) to this policy, to meet the specific need of an individual employee who has exceptional circumstances.

*Section 21.6j requirement for Union notification applies if changes are in excess of two calendar weeks.

i. Employee Work Schedule Election Procedures. Initial requests, changes, denials and approvals, as applicable, will be in writing.

21.10 Policies and Procedures for the 5/4-9 Compressed Work Schedule (5/4-9 CWS)

a. Basic Work Schedule and Tour of Duty

(1) The 5/4-9 CWS includes eight 9-hour days, one 8-hour day, and one day off (excluding weekends) in a biweekly pay period.

(2) The 5/4-9 CWS offers some choice of arrival and departure times, and lunch duration, but the schedule is fixed after the initial choice.

(3) The basic 8 or 9 hour workday must be completed between 6 a.m. to 6 p.m. Monday thru Friday, with a minimum 30 minute lunch break within these hours.

(4) The basic workweek is 36 hours and 44 hours, or 35 hours and 45 hours.

(5) The basic pay period is 80 hours.

(6) Flexible hours/time bands are not allowed under a CWS. The 5/4-9 CWS is a fixed work schedule, i.e., it has defined daily starting and ending times and lunch duration. The 5/4-9 CWS is preset as to which days will be 9 hours, which will be 8, and which will be the day off. The days to be worked must be chosen in advance and the schedule is fixed after the initial choice.

(7) For a full-time employee, the 5/4-9 schedule consists of 80 hours of work in a biweekly pay period spread over 9 workdays out of 10 available on Monday through Friday during both weeks of the pay period. The workdays consist of eight 9-hour days and one 8-hour day. This allows for selection of 1 day off (non-workday) on Monday through Friday during one of the 2 weeks in the same pay period. The non-workday may be on a Monday or Friday to provide for a 3-day weekend every other week. However, the actual non-workday selected will be determined in accordance with the Employee Work Schedule Election procedures.

(8) Part-time employees, where the required work permits, may be allowed to work any number of hours in a day up to 9 to reduce the total number of days worked needed to reach the total number of hours authorized in the biweekly pay period.

(9) In accordance with the Employee Work Schedule Election procedures, an employee may select a starting time in 15-minute increments starting at 6:00 a.m. The start time must be set to ensure that the full 9 work hours plus lunch can be completed no later than 6 p.m. The time selected is then fixed as the daily starting time every workday, except that on the 8-hour day, the starting time may be delayed up to 1 hour, or the ending time may be shortened by 1 hour. However, the start and end time for the 8-hour day must also be designated in advance. Employees who will not be able to report to duty by the designated starting time in their

compressed schedule must notify their supervisor no later than 1 hour after that time and request that their absence be charged to appropriate leave, compensatory time or LWOP.

(10) The supervisor is ultimately responsible for ensuring adequate coverage during official business hours. Work requirements may limit the degree of flexibility an organization may grant employees in choosing hours of work. The supervisor may return the employee to the regularly scheduled workweek if the work of the organization is being adversely impacted. Changes in work schedules will be made on a fair and consistent basis and employees will be given a minimum of two pay period notice.

b. Credit Hours. Credit hours may not be earned under a CWS.

c. Overtime

(1) With respect to CWS programs, overtime refers to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule.

(2) Overtime must be ordered and approved in writing in advance by management except in emergencies.

d. Temporary Duty for Travel

(1) When an employee enters temporary duty status, the supervisor will determine whether the employee should continue the existing CWS or temporarily change to the work schedule of the temporary duty station. A temporary worksite is not considered a temporary duty station.

(2) Appropriate officials at the temporary duty station may be consulted in making this determination.

(3) Impact on travel overtime requirements and other pay and leave determinations should be carefully evaluated before placing the employee on the same work schedule as the temporary duty station.

e. Holidays

(1) When a holiday falls on a regularly scheduled workday, a full-time employee is entitled to the number of hours of pay that would have been worked on that day were it not a holiday, i.e., 8 or 9.

(2) When a holiday falls on a day that is one of 3 consecutive non-workdays, the following rules apply:

(a) When the holiday falls on the employee's first or second non-workday, the preceding workday is designated as the "in lieu of" holiday.

(b) When the holiday falls on the third non-workday, the next workday is designated as the "in lieu of" holiday.

(c) A part-time employee on CWS cannot be paid for more than the number of hours they were scheduled to work on the holiday.

(d) Neither a full-time nor part-time employee can change their work schedule solely for the purpose of being paid for more hours than they were regularly scheduled to work.

f. Annual, Sick and Other Leave. Annual and sick leave and LWOP usages are charged in hours (or 15 minute fractions thereof) up to the number scheduled to work on that day, i.e., 9 or 8, or the number actually scheduled for that day for a part-time employee.

g. Excused Absences. Because all compressed work schedules are fixed work schedules, for the purposes of administering excused absences, the term "regularly scheduled administrative workweek" means the specific CWS under which an employee is covered. Excused absences are based on actual scheduled starting and quitting times.

h. Exceptions and Restrictions*

(1) Work requirements may make it necessary to except or restrict an employee from choosing or changing hours of work within the CWS.

(2) Wherever possible, employees on a restricted schedule will be offered as much flexibility as the work situation permits.

(3) In many cases where office coverage requirements would appear to require restrictions, it may be possible to avoid such restrictions if work hours can be voluntarily coordinated to provide coverage. This requires a cooperative effort between employees and supervisors.

(4) On a case-by-case basis, a supervisor may approve a work schedule that contains exception(s) to this policy, to meet the specific need of an individual employee who has exceptional circumstances.

*Section 21.6j requirement for Union notification applies if changes are in excess of two calendar weeks.

i. Employee Work Schedule Election Procedures. Initial requests, changes, denials and approvals, as applicable, will be in writing.

21.11 Policies and Procedures for the 4-10 Compressed Work Scheduled (4/10 CWS):

a. Basic Work Schedule and Tour of Duty

(1) The 4/10 CWS includes 8 10-hour days and 2 days off (excluding weekends) in a biweekly pay period.

(2) The 4/10 CWS offers some choice of arrival and departure times, and lunch duration, but the schedule is fixed after the initial choice.

(3) The basic 10-hour workday must be completed between 6 a.m. and 6 p.m. Monday thru Friday, with a minimum 30-minute lunch break within these hours.

(4) The basic workweek is 40 hours.

(5) The basic pay period is 80 hours.

(6) Flexible hours/time bands are not allowed under a CWS. The 4/10 CWS is a fixed work schedule, i.e., it has a defined daily starting and ending times and lunch duration. The 4/10 CWS is preset as to which days of each week will be the 10 hour days, and which day each week will be the day off. The days to be worked must be chosen in advance and the schedule is fixed after the initial choice.

(7) For a full-time employee, the 4-10 CWS consists of two 40-hour weeks in an 80 hour biweekly pay period, spread over 8 out of 10 workdays available on Monday through Friday during both weeks of the pay period. Specifically, the schedule consists of four 10-hour days and one non-workday in each week of the biweekly pay period. The non-workday may be on a Monday or Friday to provide for a 3-day weekend every week. However, the actual non-workday selected will be determined in accordance with the Employee Work Schedule Election Procedures.

(8) Part-time employees, where the required work permits, may be allowed to work any number of hours in a day up to 10 to reduce the total number of days worked needed to reach the total number of hours authorized in the biweekly pay period. At least one of the days must be a 10-hour day.

(9) In accordance with the Employee Work Schedule Election Procedures, an employee may select a starting time in 15-minute increments starting at 6:00 a.m. The start time must be set to ensure that the full 10 work hours plus lunch can be completed no later than 6 p.m. The time selected is then fixed as the daily starting time every workday. Employees who will not be able to report to duty by the designated starting time in their compressed schedule must notify their supervisor no later than 1 hour after that time and request that their absence be charged to appropriate leave, compensatory time or LWOP.

(10) The supervisor is ultimately responsible for ensuring adequate coverage during official business hours. Work requirements may limit the degree of flexibility an organization may grant employees in choosing hours of work. The supervisor may return the employee to the regularly scheduled workweek if the work of the organization is being adversely impacted. Changes in work schedules will be made on a fair and consistent basis and employees will be given a minimum of two pay period notice.

b. Credit Hours. Credit hours may not be earned under a CWS.

c. Overtime

(1) With respect to CWS programs, overtime refers to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule.

(2) Overtime must be ordered and approved in writing in advance by management except in emergencies.

d. Temporary Duty for Travel

(1) When an employee enters temporary duty status, the supervisor will determine whether the employee should continue the existing CWS or temporarily change to the work schedule of the temporary duty station. A temporary worksite is not considered a temporary duty station.

(2) Appropriate officials at the temporary duty station may be consulted in making this determination.

(3) Impact on travel overtime requirements and other pay and leave determinations should be carefully evaluated before placing the employee on the same work schedule as the temporary duty station.

e. Holidays

(1) When a holiday falls on a regularly scheduled workday, a full-time employee is entitled to the number of hours of pay that would have been worked on that day were it not a holiday, i.e., 10.

(2) When a holiday falls on a day that is one of 3 consecutive non-workdays, the following rules apply:

(a) When the holiday falls on the employee's first or second non-workday, the preceding workday is designated as the "in lieu of" holiday.

(b) When the holiday falls on the third non-workday, the next workday is designated as the "in lieu of" holiday.

(c) A part-time employee on CWS cannot be paid for more than the number of hours they were scheduled to work on the holiday.

(d) Neither a full-time nor a part-time employee can change their work schedule solely for the purpose of being paid for more hours than they were regularly scheduled to work.

f. Annual, Sick and Other Leave. Annual, sick leave, and LWOP usages are charged in hours (or 15 minute fractions thereof) up to the number scheduled to work on that day, i.e., 10, or the number actually scheduled for that day for a part-time employee.

g. Excused Absences: Because all compressed work schedules are fixed work schedules, for the purposes of administering excused absences, the term "regularly scheduled administrative workweek" means the specific CWS under which an employee is covered. Excused absences are based on actual scheduled starting and quitting times.

h. Exceptions and Restrictions*

(1) Work requirements may make it necessary to except or restrict an employee from choosing or changing hours of work within the CWS.

(2) Wherever possible, employees on a restricted schedule will be offered as much flexibility as the work situation permits.

(3) In many cases where office coverage requirements would appear to require restrictions, it may be possible to avoid such restrictions if work hours can be voluntarily coordinated to provide coverage. This requires a cooperative effort between employees and supervisors.

(4) On a case-by-case basis, a supervisor may approve a work schedule that contains exception(s) to this policy, to meet the specific need of an individual employee who has exceptional circumstances.

*Section 21.6j requirement for Union notification applies if changes are in excess of two calendar weeks.

i. Employee Work Schedule Election Procedures. Initial requests, changes, denials and approvals, as applicable, will be in writing.

21.12 Initial Implementation

a. The supervisor will review the employee's work schedule request in a fair and impartial manner to determine whether to approve or disapprove the employee's request. If it appears the request cannot be approved, the supervisor will ask other employees to contact him/her if they are willing to voluntarily change their schedule to attempt to accommodate the employee's pending request. There is no expectation or obligation for an employee to adjust their work schedule to accommodate another employee's request. If no employees are willing to adjust their schedule, the supervisor will notify the requesting employee that their request is denied, unless the employee's request is for a hardship. The supervisor will notify the employee of the criteria that prevented the employee's request from being granted. It is the employee's responsibility to notify the Union if they are dissatisfied with the decision, if so desired.

b. The supervisor will notify the HRO which employees have been approved for CWS, Simulated CWS, and FWS so that the work schedule can be documented correctly in FPPS.

c. New Employees. As part of new employees in-processing, supervisors will give new employees the opportunity to request their work schedule option (CWS or FWS) and their related schedule preferences, e.g., start and end time, day(s), etc., as deemed appropriate by the supervisor, considering schedules already in place for other employees. If the employee's request cannot be accommodated, the supervisor will notify the employee of the criteria that prevented the employee's request from being granted. It is the employee's responsibility to notify the Union if they are dissatisfied with the decision, if so desired.

d. Miscellaneous. The denial of an employee's request where there is a hardship is grievable.

ARTICLE 22. OVERTIME AND COMPENSATORY TIME

22.1 Overtime shall not be distributed or withheld as a reward or a penalty.

22.2 Staffing should be adequate to cover workload as much as possible.

22.3 Management should avoid the use of overtime on a routine basis.

22.4 Overtime/Compensatory Time. Overtime shall be requested and authorized as per appropriate regulations. Employees shall be compensated for any partial hour worked in 15 minute increments.

a. Overtime assignments will be distributed as fairly and equitably as possible among employees who are normally assigned to the work. In the event an employee normally assigned to the work does not desire to work the overtime, the Employer shall make a reasonable effort to accommodate the employee's request. In the event that all employees normally assigned to the work do not desire to work the overtime, the Employer may then consider the assignment of overtime to other qualified employees before mandating the overtime assignment to an employee normally assigned to the work.

b. The Employer will provide the Union, upon written request, necessary information concerning overtime hours worked to aid in resolving alleged inequities (e.g., specific issue) in overtime assignments, when the Union identifies an alleged inequity took place and the specifics of the jobs which created the inequities.

c. If "on-call**"** duty is needed, the Employer will first ask for qualified volunteers.

d. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device (i.e., pager or cell phone) for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another qualified person.

e. Each employee has the right to volunteer for "on-call" duty freely and without coercion.

f. Employees actually called in to work outside of the time connected to their basic work week shall be paid a minimum of two (2) hours overtime pay, whether assigned to be on call or not.

g. When any non-exempt* (or any exempt employee whose rate of basic pay does not exceed that of the maximum rate for GS-10) employee has been authorized to work overtime,

they may request either payment or compensatory time off in lieu of payment for overtime worked. However, all overtime pay and compensatory time off is subject to applicable regulations, including those for employees exempt and non-exempt from the FLSA. Such employees must not be coerced in their requests regarding their choice of payment or compensatory time as per 5 USC 6132.

*Until such time as the Employer can provide evidence of direction by competent authority, as required by 5 USC 5543(a)(2) and 5 CFR 550.114(c), the rules specified in 22.4g. above apply to all employees, including exempt employees whose rate of basic pay exceeds that of the maximum rate for GS-10.

h. The Employer will not adjust an employee's work schedule for the purpose of avoiding overtime, other premiums, or extra compensations except as allowed by 5 CFR 610.121.

i. Compensatory Time Off earned must be used within 26 pay periods, as described in 5 CFR 550.114. If accrued compensatory time off is not used by an FLSA nonexempt employee within 26 pay periods or if the employee transfers to another agency or separates from federal service before the expiration of the 26 pay period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

j. Compensatory time off not used by an FLSA exempt employee within 26 pay periods will be forfeited unless failure to use the compensatory time off is due to an exigency of the service beyond the employee's control. In this case, the FLSA exempt employee must receive payment for the unused compensatory time off at the overtime rate in effect when earned. Additionally, if an FLSA exempt employee transfers to another agency, or separates from federal service before the expiration of the 26 pay period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

k. Compensatory time for travel is earned for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable. Compensatory time for travel not used by an employee within 26 pay periods will be forfeited.

l. Employees have several options for learning when compensatory time and compensatory time for travel balances may be expiring, for example: their leave and earnings statement which is available on Employee Express, QuickTime reports.

22.5 In accordance with the provisions of 5 CFR 550.112 (a) (1), "An employee is to be compensated for every minute of regular overtime work." The Employer agrees to compensate employees for such, and not to suffer and permit the performance of any overtime work. For any day on which an employee believes more than 8 hours work may be required to complete their duties in a timely manner, the employee needs to justify the additional time to and receive advance approval from his/her supervisor. As soon as practicable the approval of the additional time will be officially documented the document showing approval must be kept on file (electronic or hard copy) for audit purposes.

22.6 Although the Employer reserves the right to approve or disapprove the times and/or dates requested by employees for use of Compensatory Time earned, the Employer agrees that they may not dictate that any Compensatory Time Off earned by employees must be taken at any specific time or on any specific date.

22.7 5 CFR 550.1404(c)(3) states: "In the case of an employee (either FLSA exempt or Non-exempt) who is on a multiple day travel assignment and who chooses, for personal reasons, not to use temporary lodgings at the temporary duty station, but to return home at night or on a weekend, only travel from home to the temporary duty station on the 1st day and travel from the temporary duty station to home on the last day that is otherwise qualifying as time in a travel status under this subpart is mandatorily credible (subject to the deduction of normal commuting time)."

22.8 Hazardous Duty Pay:

a. GS and wage grade employees may be eligible for hazardous duty pay if not already accounted for in the classification of the position description (i.e., GS and wage grade level). For references, see 5 USC 5545(d) and 5 CFR 550.904. Appendix A to Subpart I of Part 550—Schedule of Pay Differentials Authorized for Hazardous Duty Under Subpart I.

b. If employee believes hazardous duty is not properly included in their classification, they may request a review of their PD as per Article 18.

ARTICLE 23. TELEWORK

23.1 The Parties recognize the value of teleworking. Accordingly, the Employer agrees to support the use of teleworking by employees, as appropriate, through the Department's telework policy. Employee's participation in telework is voluntary. An employee must have a signed and approved telework agreement in order to telework.

23.2 Employees with a signed telework agreement may be required by their supervisor to telework during emergencies. Employees, who do not have a telework agreement, may not be forced to telework. In cases of emergencies, such as disasters, power failures, etc., wherein management closes an office, employees without a telework agreement will not be required to telework or take leave. In these circumstances, employees will be granted administrative leave, in accordance with OPM and/or Department policy.

ARTICLE 24. EMPLOYEE ASSISTANCE PROGRAM (EAP)

24.1 Management and the Union mutually recognize the benefits of an Employee Assistance Program (EAP) as a valuable resource for everyone. The use of EAP is encouraged by Management and the Union. EAP assessment visit(s) is provided at no cost. The Employer provides EAP services for employees through the DOI EAP. EAP assessment visit(s) is provided at no cost to the employee for up to six (6) sessions per employee per issue or incident. The employee may participate in these six (6) sessions during duty hours without charge to leave as long as the absence is scheduled in advance with the employee's supervisor. The purpose of the assessment is to help an employee accurately identify their problem(s), if any, discuss possible solutions, and clarify additional resources, if necessary. Should an employee choose to pursue any of the recommended resources outside of the covered sessions with the EAP counselor, the employee will be responsible for the cost of those services as applicable. The employee should check with their health benefits plan as it may cover part or all of these costs.

24.2 The EAP is designed to assist employees, dependents, and domestic partners with a variety of situations that impact the quality of life or work, such as: substance abuse or dependencies, stress, depression, grief, work or family life issues, parenting, emotional or psychological issues, legal or financial situations, work/group dynamics, and critical life incidents.

24.3 While participation in the EAP is voluntary, employees are encouraged to identify and manage problems early, before they reach a crisis level.

24.4 To the extent allowable by laws and regulations, confidentiality within the EAP Program is assured; no releases of information will be done without the employees' written consent.

24.5 Management will publicize the program periodically (usually quarterly) through the distribution of electronic newsletters and/or the availability of webinars on a designated topic.

24.6 Employees encountering problems with service or satisfaction when dealing with a contract EAP provider should report the problem(s) to the HRO.

ARTICLE 25. DISCIPLINARY ACTION AND ADVERSE ACTION

25.1 Purpose: The purpose of this Article is to prescribe the criteria and procedures by which the Employer may impose discipline upon employees.

a. For purposes of this Agreement, disciplinary action shall be defined as reprimands, reductions in grade, suspensions and removals.

b. Discipline shall be based on just cause and in accordance with applicable law and regulations.

25.2 Corrective Action: Action taken by Management to address minor offenses. Forms of corrective actions include oral and written counselings and warnings. Corrective actions are not considered disciplinary actions. Corrective action documentation will not be filed in the employee's eOPF, but will be maintained in the supervisor's file for future reference. The purpose of corrective action is to document the misconduct, place the employee on notice of appropriate conduct and advise the employee that more serious corrective action (e.g., reprimand; suspension; removal) will result if the unacceptable behavior is not corrected.

a. Oral Counseling means direction to an employee from the supervisor that is used as a constructive means to encourage an employee to improve his or her conduct. The supervisor should explicitly state at the start of the meeting that the purpose of the meeting is to provide "oral counseling."

b. Written Counseling is the same definition as oral counseling except it is written by the supervisor and signed by the employee and the supervisor. The employee will receive a copy of the signed written counseling. The employee's signature indicates a discussion, not necessarily that agreement has occurred.

25.3 Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.

25.4 The Union and Management agree that the objective of discipline measures is to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale between other employees, and to apply appropriate penalties, thereby promoting the efficiency of the Federal service.

25.5 Disciplinary action will be taken for the purpose of correcting employee behavior. When corrective measures can be accomplished through informal actions such as closer supervision, on-the-job training and oral warnings, Management may choose to pursue one of these options to encourage the employee to correct his/her undesirable behavior instead of formal disciplinary actions such as a reprimand. This does not prevent management from taking any disciplinary action when deem necessary. The employee can request review of the disciplinary action through appropriate procedures.

25.6 If the Union or employee has been made aware of an on-going investigation or an inquiry, the affected employee(s) or Union may inquire about the status at any time. Management will promptly respond with a status report unless it jeopardizes the investigation or inquiry.

25.7 Actions Not Covered by This Article. In accordance with 5 USC 7512, the provisions of this Article do not apply to:

a. A suspension or removal under 5 USC 7532 (suspension and removal for National Security reasons);

b. A reduction-in-force action under 5 USC 3502;

c. A reduction in grade or removal under 5 USC 4303 (actions based on unacceptable performance); or

d. An action initiated under 5 USC 1215 (disciplinary action initiated by the Office of Special Counsel).

25.8 General Provisions

a. Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the service.

b. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after the Employer has become aware of the conduct.

25.9 Time Limits for Initiating Disciplinary Action

a. When an Employee is found to have demonstrated unacceptable conduct, it is agreed that within a reasonable time of the offense, or the supervisor's awareness of the offense, and after completion of any administrative inquiry or investigation, as applicable, the supervisor will impose an action or serve a notice of proposed action. When Management becomes aware of misconduct by an employee, normally the employee will be contacted as soon as possible and instructed to discontinue the misconduct.

b. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

c. Disciplinary and adverse actions will be consistently applied given the same set of circumstances. The Employer will administer disciplinary and adverse action procedures and determine appropriate penalties to all employees in a consistent and fair manner. The Parties agree to the concept of progressive discipline that is designed primarily to correct and improve employee behavior. Progressive discipline provides that in dealing with an instance of employee misconduct, the responsible management official (often the first-level supervisor) should select the minimum disciplinary/adverse action most likely to correct the specific behavioral problem, with penalties selected at an escalating level for subsequent (but not necessarily identical)

offenses, when appropriate. The Parties agree that Management has the right to impose a higher level of discipline based on the severity and nature of the offense in addition to other factors.

d. Discussions involving disciplinary or adverse actions will be conducted privately. The Employer's officials will protect the privacy of the employee against whom a disciplinary or adverse action is taken with the exception of release to appropriate personnel who have an official need to know. However, nothing herein will prevent the Union from attending any formal discussion under Employee Rights of this Agreement.

e. The Table of Offenses and Penalties (reference 370 DM 752) will be consulted and used as a guide to provide consistency and fairness of disciplinary and adverse actions.

f. Once a written reprimand is issued, the reprimand constitutes a final Employer decision and may be grieved through the Negotiated Grievance Procedure in this Agreement.

(1) A written reprimand will be issued directly to an employee and will be sufficiently specific (e.g., what the employee did, why it is considered wrong) to indicate why the written reprimand is being issued and what the employee can do to improve or take corrective action.

(2) The reprimand will be filed temporarily in the employee's eOPF for a period of not more than two (2) years. At the supervisor's discretion, the written reprimand may be removed earlier. In addition, the reprimand will be removed upon the employee's departure from the Department. Once removed the reprimand can no longer be referenced as past disciplinary action.

(3) In lieu of filing a grievance, the employee may make a written statement or explanation that will be retained with the reprimand in the eOPF. The employee will submit the statement, within 20 days of receipt of the reprimand, directly to the Management official who issued the reprimand.

g. Extensions for replying to notice of proposed action or grieving a notice of final decision will be granted for valid reasons, such as workload and availability of local representation, illness and accidents, death in family, and jury duty, if requested at least one full workday before the original deadline in writing by an employee or designated representative. An employee who wishes consideration of any medical condition that may be used to mitigate the discipline shall be given a reasonable amount of time to furnish medical documentation. The period of the extension granted will be at the discretion of the Management official in consideration of the reason(s) for the requested extension and complexity of the case.

h. Where an employee is issued a proposed notice of disciplinary or adverse action under the provisions of Departmental Manual, 370 DM 752 and this Agreement, the employee will be provided a written decision on the proposal, which may be to impose the penalty, mitigate the penalty or cancel the action. Cancelling the action does not prohibit Management from proposing a more severe action.

i. Right to Grieve or Appeal

(1) Corrective actions, verbal or written, are grievable (Article 28).

(2) The employee may file a grievance at the Formal Step 2 of the grievance procedures regarding the issuance of a reprimand, or suspension of fourteen (14) calendar days or less.

(3) Suspensions for more than fourteen (14) calendar days, change to lower grade, or removals may be grieved using the established grievance procedures or appealed to the Merit Systems Protection Board. The grievance will be initiated at the Formal Step 2 of the grievance procedures, if filed.

(4) Notification of a proposed action is not grievable.

25.10 Short-Term Suspensions

a. An employee against whom a short-term suspension (less than 15 days) is proposed is entitled to the following:

(1) Advance written notice stating the specific reasons for the proposed action;

(2) Fourteen (14) calendar days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer; a reasonable extension may be granted for a valid reason;

(3) The proposal notice will outline the process to request an extension to respond; and

(4) A written decision and the specific reasons for the decision at the earliest practicable date.

b. Notice of Proposed Action

(1) The notice of proposed action shall inform the employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. The Employer will provide copies of all the material relied upon to support the proposed action concurrent with the proposal notice being delivered to the employee and/or a designated representative. Any designation of representative must be submitted in writing. Upon request by the employee, or their designated representative, copies of all exculpatory documentation will be provided.

(2) The employee is entitled to union representation as described in Employee Rights, Article 6.

(3) A deciding official will be designated by management to receive the employee's oral and/or written answer. The deciding official will have authority to make a final decision on the proposed action. The proposing official will not be the deciding official.

(4) Under ordinary circumstances, an employee whose suspension has been proposed shall remain in a duty status in his or her regular position during the advance notice period.

c. Employer Decision

(1) In arriving at its written decision, the Employer should consider only the information, evidence and communication available to the employee for comment or answer throughout the disciplinary process, as well as the employee's answer(s), and use only the reasons which were included in the proposal notice to support the decision. The Employer shall deliver the notice of decision to the employee at or before the time the action will be effective and advise the employee of the grievance rights.

(2) The written decision constitutes the Employer's final decision on the short-term suspension and may be grieved through the Negotiated Grievance Procedure in this Agreement.

25.11 Removals, Suspensions for More than 14 Calendar Days, Reduction in Pay or Grade, or Furlough for 30 Calendar Days or Less

a. All the same procedures will be followed as described in Section 25.10 and related subsections above except:

(1) At least 30 calendar days advance written notice, unless there is reasonable cause to believe that the employee has committed a crime to which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

(2) A reasonable time, but not less than 14 calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.

(3) During Emergency Furloughs, as a result of a lapse in appropriations, the usual 30 calendar days advance notice and opportunity to reply are not possible due to the emergency requiring curtailment of agency operations.

b. After receiving a decision on a removal, suspension for more than 14 calendar days, a reduction in pay or grade, a furlough of 30 calendar days or less, an employee, at his or her option, may appeal to the MSPB or file a grievance under the Negotiated Grievance Procedure in this Agreement, but not both. The notice of decision will include the employee's grievance and appeal rights.

c. An employee alleging unlawful discrimination, at his/her option, may file a complaint under the statutory appeal process to the Equal Employment Opportunity Commission, or file a grievance under the Negotiated Grievance Procedure in this Agreement, but not both.

d. After receiving a decision on a removal, suspension for more than 14 calendar days, a reduction in pay or grade, or a furlough of 30 calendar days or less, an employee alleging that unlawful discrimination was a basis for the action in whole or in part, at his/her option, may appeal to the:

(1) MSPB and file an EEO complaint, in accordance with MSPB and EEOC procedures, or

(2) file a grievance under the Negotiated Grievance Procedure in this Agreement, but not both.

e. An employee will be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedures or the Negotiated Grievance Procedure when the employee timely files a formal written appeal under the applicable appellate procedures or a grievance in accordance with the provisions in Article 28, Grievance Procedures, whichever occurs first. Additional information regarding statutory appeals procedures is found in the Negotiated Grievance Procedure Article.

ARTICLE 26. INFORMATION REQUESTS/SHARING

26.1 In accordance with 5 USC 7114(b)(4), the duty of the Employer and an exclusive representative to negotiate in good faith includes the obligation, in the case of the Employer, to furnish to authorized representatives of the Union, upon request, at no cost to the Union and, to the extent not prohibited by law, data which:

a. Is normally maintained by the Employer in the regular course of business;

b. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

c. Does not constitute guidance, advice, counsel, or training provided for management officials or supervisors related to collective bargaining.

26.2 Requests for information will be submitted in writing to the HRO and include the following information: date, Union contact, information requested, and particularized need (i.e., why the information is needed and what is the intended use).

a. Information furnished as stated above, will be provided as soon as possible and the Employer will endeavor to provide the information within ten (10) workdays after receipt of the Union's request. When the information requested cannot be provided within the 10 workday timeframe, Management will notify the Union of the delay and an estimated timeframe as to when the information will be provided. If the Employer is unable or unwilling to provide the requested information, the Employer will provide a written explanation to the Union.

b. The Parties agree to meet within five (5) workdays after the Union's receipt of notification from the Employer that a request for information has been rejected, or a response from the Employer where all of the information requested was not provided, to attempt informal resolution of the dispute. The Parties agree to employ interest-based bargaining techniques to the informal resolution meeting. The Parties further agree to rely on the guidance of the FLRA's General Counsel regarding information requests when analyzing the issues.

c. If information is normally available on the Internet, the Union will attempt to find the information themselves. If the Union cannot find the information, the Union will ask Management for assistance. Management will help the Union find such information and a formal information request is not necessary. The Employer shall provide the Union with web site links or hard copy documents where on-line documents are not available when reference material is requested by the Union.

26.3 The Union will be allowed a space on the OAS website on which Union information can be shared with employees. Any documents that have been negotiated with the Union under the statute and provisions of this Agreement may be posted to the OAS website without another review by the Union. The Union's use of the OAS website will be in compliance with all policy and procedural restrictions.

26.4 Federal Employee Viewpoint Survey

a. If OAS provides input to DOI, Management will consult with the Union when developing the organizational survey groups for OAS.

b. The results of the annual Federal Employee Viewpoint Survey for OAS will be posted on the OAS shared drive. The employees will be provided a separate email notice when the results are posted which will include an explanation of the OAS organizational survey groups covered in the results.

26.5 The Union and employees are encouraged to bring to Management's attention any discrepancy in OAS policies and/or procedures.

ARTICLE 27. ALTERNATE DISPUTE RESOLUTION

27.1 The Parties support early resolution to workplace concerns and disputes, and encourage the use of Alternative Dispute Resolution (ADR) through the Department's Conflict Resolution PLUS (CORE PLUS) Program. CORE PLUS is an integrated conflict management system that emphasizes early cooperative problem-solving and constructive conflict management in addition to alternative dispute resolution processes. All Parties are free to participate in the CORE PLUS program without restraint, interference, coercion, discrimination, or reprisal of any kind. The ADR process is voluntary and informal, addresses all types of employment concerns, improves communication, and reduces tension. No party will be required to participate in the process involuntarily.

27.2 ADR may be utilized at any time during the negotiated grievance process prior to arbitration. However, the filing of a grievance is not required for an employee to utilize ADR. An employee may choose to pursue workplace concerns or disputes through the ADR process without filing a grievance. However, the employee needs to be aware of the timelines for filing a grievance and that pursuing ADR prior to filing a grievance may result in a subsequent finding of a grievance as untimely.

27.3 ADR may also be used to resolve Management and/or Union grievances or disputes, e.g. ULP charges.

27.4 ADR helps participants focus on their values and interests to develop solutions that work for everyone. ADR specialists have been trained as impartial third-party conflict resolution neutrals and are not management advocates. If any of the Parties feel that they are not neutral or not acting in the Parties best interest, they can request an alternate ADR specialist or request the ADR process be terminated at any time.

27.5 If ADR is requested during the grievance process, the applicable Parties must be present and must participate fully. The Parties agree to the following provisions:

a. ADR may be used at any time during the grievance process prior to selecting an arbitrator. During ADR, the grievance timelines are suspended until the ADR process is terminated.

b. If ADR services are requested, the employee shall request assistance from the HRO or a Union representative. The Parties agree to use the CORE PLUS Program Guidelines established in the Departmental Manual, 370 DM 770, and accompanying Handbook.

c. The Union has the right to be present during any proceeding under the ADR process. If the Union chooses not to participate, they will notify the ADR representative. If the Union is not designated the employee's representative in the grievance, a copy of the written complaint/grievance, will be provided to the Union at the earliest practical date but no later than the meeting between the Parties and the ADR representative, if not already provided.

d. The Employer will provide the Union reasonable advance notice of any meeting or discussion when the Union is not the designated representative.

e. If the Parties voluntarily reach an agreement/settlement through the ADR process, they will be bound by the agreement/settlement. A copy of the agreement/settlement shall be provided to the Union in a timely manner. If no agreement/settlement is reached, the Party may continue the grievance process, as provided in this Article within ten (10) calendar days after the ADR process has terminated.

f. Initial contact with an ADR Specialist does not require supervisory approval. A reasonable amount of duty time will be allowed without charge to leave or loss of pay in accordance with pertinent regulations.

g. The ADR sessions will be held, if possible, on OAS premises and during the regular administrative work hours. If in a duty status, the Parties to the complaint, Union representative, or any employee called to participate in an ADR meeting will be excused from work duties as necessary by his/her supervisor. Designated Union representatives will not suffer loss of pay or charge to leave.

h. The ADR process will normally not exceed 45 calendar days unless otherwise agreed to by the Parties. Copies of the final signed agreement will be provided to all Parties.

i. Issues discussed during ADR sessions are considered confidential and will only be disclosed to those personnel with an official need-to-know.

j. If an employee and supervisor are participating in ADR in lieu of pursuing the matter under the negotiated grievance process, the ADR process will take the place of the grievance meeting at that particular step. If ADR does not resolve the issues, the grievance process will continue with the next sequential step.

k. If ADR does not result in resolution of the grievance, issues discussed at ADR cannot be considered by either Party in future steps of the grievance process.

ARTICLE 28. GRIEVANCE PROCEDURE

28.1 Purpose. The purpose of this Article is to establish effective, prompt and equitable resolution of grievances. The Employer, the Union and bargaining unit employees agree to attempt informal resolution of all contract-related matters. The following procedures will be the sole procedure available to the Employer, the Union and bargaining unit employees in processing grievances under this Agreement.

28.2 Informal Resolution. The Parties recognize that most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that it is important to promote effective communication between employees and their supervisors. The Employer and the Union agree to endeavor to settle grievances at the lowest possible level. The Parties strongly recommend the use of open communications. The Union will counsel employees in a fair and objective manner as to the validity of potential grievances, whether the grievance is warranted, and whether the remedy sought is believed by the Union to be legal and feasible. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, 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. Neither shall it reflect upon the professionalism or performance of the supervisory or Management officials.

28.3 Coverage and Scope

a. A grievance means any complaint:

(1) By an employee(s) concerning any matter relating to the employment of the employee;

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

(3) By any employee(s), the Union, or the Employer concerning:

(a) The effect or interpretation, or a claim of breach, of this Agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment within the scope covered in Article 2, Laws and Regulations.

b. Grievances on the following matters are excluded in accordance with the law from the scope of this procedure:

(1) Any claimed violation of 5 USC 73 relating to prohibited political activities;

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal under 5 USC 7532 relating to national security;

(4) Any examination, certification, or appointment; or

(5) The classification of any position that does not result in the reduction in grade or pay of an employee.

(6) Termination of probationary or temporary employees.

c. Grievances on the following matters are excluded from the scope of this procedure:

(1) The ranking and certification of candidates for promotion, unless such ranking and certification was completed in violation of this Agreement or applicable policies/regulations.

(2) An action ending a detail, temporary promotion or appointment for work related reasons and in accordance with law and regulations.

(3) Written proposals to take disciplinary or adverse actions.

(4) The content of performance standards or elements. Application of the content of performance standards is grievable; and only to that extent may be included in the grievance. A violation or applicability of the DOI Departmental Manual, Performance Management System, 370 DM 430, the DOI Performance Appraisal Handbook, 370 DM 430 HB-1, laws and government-wide rules and regulations, or other requirements of this CBA, is grievable.

(5) Personnel actions taken under reduction in force (RIF) regulations.

28.4 Representation. Representation of employees under the grievance procedure shall be the sole and exclusive province of the Union.

a. Any employee may personally present a grievance and have it resolved without the representation of the Union. Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative or designee approved in writing by the Union. An employee may designate a Union representative at any time during the grievance process. The designation will be in writing. The Union will advise Management of whether the designee is representing the Union and/or the employee.

b. The Union has the right to be present during any proceeding under this Negotiated Grievance Procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within five (5) workdays of the filing date. The Employer will provide the Union reasonable advance notice of any grievance meeting or discussion when the Union is not the designated representative. A copy of each grievance decision shall be provided to the Union in a timely manner.

c. In situations where the grievant(s) and representative(s) are on different work schedules and/or locations, the Parties will make a reasonable effort to schedule all meetings

regarding the grievance process to the common work times of the grievant(s) and representative(s) unless the Parties mutually agree otherwise.

28.5 General Provisions

a. If either Party requests information from the other Party relative to the grievance and the other Party does not respond timely, the Party requesting information will not be penalized in the grievance process.

b. The following procedures are established for the resolution of employee grievances: All aspects of the grievance must remain unchanged throughout the entire grievance process including the incident that prompted the grievance, the specific allegations of violation, and requested corrective action. If a prior grievance step resolves part of the grievance, the grievance can be narrowed in scope to exclude the resolved issues. The Parties may consult for the purpose of clarification concerning the stated grievance and/or the corrective action requested.

c. The Employer may have a HR representative present at any/or all stages in the grievance process. Meetings should normally consist of an equal number of participants representing each Party.

d. Management and/or the Union will consult and attempt to obtain resolution with the appropriate authorities on issues or matters not within the Parties control or purview.

e. The employee or Union may initiate a grievance at the Formal Step 2 of the grievance procedures regarding the issuance of a reprimand, or suspension of fourteen (14) calendar days or less.

28.6 EMPLOYEE GRIEVANCE PROCEDURES:

a. Employee Formal Step 1 Grievance:

(1) An employee has 20 workdays from the date of the incident or when the employee became aware of the incident to file a formal grievance. Although not required, this will allow sufficient time for the informal resolution as described in Section 28.2 to be utilized. A grievance concerning a continuing practice or condition may be presented at any time.

(2) The Step 1 Grievance will be filed with the employee's first line supervisor.

(3) The grievant shall submit the grievance to the deciding official, the employee's first line supervisor, in writing, including a statement of the issues, contract provision violated, and relief sought.

(4) The deciding official for the Employee's Step 1 grievance shall meet with the grievant within five (5) workdays following the deciding official's receipt of the written grievance in order to attempt resolution of the grievance.

(5) A written response shall be provided by the deciding official to the employee and the Union within five (5) workdays following the discussion with the grievant which addresses the issues, whether any violations occurred, and the decision rendered.

b. Employee Formal Step 2 Grievance:

(1) If the decision rendered at Step 1 is not acceptable and the grievant desires to further pursue the matter, the grievant or their designated Union representative must submit a Step 2 grievance to the HRO within ten (10) workdays following the employee's receipt of the written Step 1 decision. Failure to submit a Step 2 grievance within ten (10) workdays constitutes acceptance of the Step 1 decision.

(2) If there is no response received to the Step 1 grievance by the tenth (10^{th}) workday after submission, and the grievant desires to further pursue the matter, the grievant or their designated Union representative must submit a Step 2 grievance by the tenth (10^{th}) workday from the date that Step 1 decision was due. The Step 2 grievance must explain why the Step 1 decision rendered is not acceptable and include a copy of the Step 1 decision, if rendered.

(3) The deciding official for the Employee's Formal Step 2 grievance will normally be grievant's second line supervisor.

(4) The deciding official for the Step 2 grievance shall meet with the grievant within five (5) workdays following the filing of the written Step 2 grievance to the HRO. The deciding official for the Step 2 grievance shall render a written decision within five (5) workdays following the discussion with the grievant.

28.7 UNION GRIEVANCE PROCEDURES:

a. Union Formal Step 1 Grievance:

(1) The Union has 20 workdays from the date of the incident or when the Union became aware of the incident to file a formal grievance. A grievance concerning a continuing practice or condition may be presented at any time. The Parties may meet informally prior to the filing of the formal grievance. The Union shall submit the grievance to the HRO in writing, including a statement of the issues, any violations occurred, and relief sought.

(2) If the matter being grieved concerns an issue applicable to a Regional Office, the applicable Regional Director or designee will serve as Management's deciding official at Step 1. If the matter being grieved concerns an issue applicable to the OAS Headquarters Office or the OAS organization as a whole, the grievance will be filed at step 2 and the OAS Director or his designee will service as the deciding official.

(3) The Management deciding official for the Union's Step 1 grievance shall meet with the Union representative within five (5) workdays following the Union's filing of the written grievance in order to attempt resolution of the grievance.

(4) A written response shall be provided by the deciding official to the Union within five (5) workdays following the discussion with the grievant which addresses the issues, whether any violations occurred, and the decision rendered.

b. Union Formal Step 2 Grievance:

(1) If Management's decision rendered on the Union Step 1 grievance is not acceptable and the Union desires to further pursue the matter, the Union representative must submit a Union Step 2 grievance within ten (10) workdays following the receipt of Management's written Step 1 decision. Failure of the Union to submit a Step 2 grievance within ten (10) workdays constitutes acceptance of the Management's Step 1 decision.

(2) If there is no response received to the Union's Step 1 grievance by the tenth (10^{th}) workday after submission, and the Union desires to further pursue the matter, the Union must submit a Step 2 grievance to the HRO by the tenth (10^{th}) workday from the date that Step 1 decision was due. The Union's Step 2 grievance must explain why the Step 1 grievance decision rendered is not acceptable and includes a copy of the Step 1 grievance decision, if rendered.

(3) The OAS Director, or his designee, will serve as the deciding official for the Union's Step 2 grievance.

(4) Management's deciding official for the Union's Step 2 grievance shall meet with the Union representative within five (5) workdays following the Union's filing of the written Step 2 grievance in order to attempt resolution of the grievance. The deciding official for the Union's Step 2 grievance shall render a written decision within five (5) workdays following the discussion with the Union representative.

28.8 MANAGEMENT GRIEVANCE PROCEDURES:

a. Management Formal Step 1 Grievance:

(1) Management has 20 workdays from the date of the incident or when Management became aware of the incident to file a formal grievance. A grievance concerning a continuing practice or condition may be presented at any time.

(2) The Parties may meet informally prior to the filing of the formal grievance.

(3) Management shall submit the grievance to the Union's deciding official in writing, including a statement of the issues, any violations occurred, and relief sought.

(4) The Union Executive Vice President will serve as the Step 1 deciding official.

(5) The Union's deciding official for the Management's Step 1 grievance shall meet with Management within five (5) workdays following the receiving official's receipt of the written grievance in order to attempt resolution of the grievance.

(6) A written response shall be provided by the Union's deciding official to Management within five (5) workdays following the discussion with Management which addresses the issues, whether any violations occurred, and the decision rendered.

b. Management Formal Step 2 Grievance:

(1) If the Union's decision rendered on Management's Step 1 grievance is not acceptable and Management desires to further pursue the matter, the Management representative must submit a Step 2 grievance within ten (10) workdays following the receipt of the Union's written Step 1 decision. Failure to submit a Step 2 grievance within ten (10) workdays constitutes acceptance of the Union's Step 1 decision.

(2) If there is no response received from the Union to the Management's Step 1 grievance by the tenth (10^{th}) workday after submission, and Management desires to further pursue the matter, the Management representative must submit a Step 2 grievance by the tenth (10^{th}) workday from the date that the Step 1 decision was due. Management's Step 2 grievance must explain why the Union's Step 1 decision is not acceptable and include a copy of the Union's Step 1 decision, if rendered.

(3) The Union President will serve as the Step 2 deciding official.

(4) The Union's deciding official for Management's Step 2 grievance shall meet with Management within five (5) workdays following the Union's deciding official's receipt of Management's written Step 2 grievance in order to attempt resolution of the grievance. The Union's deciding official for Management's Step 2 grievance shall render a written decision within five (5) workdays following the discussion with the Management.

28.9 Any formal grievance filed under this procedure must contain the following:

a. Grievant's name and name of Union representative, if any;

b. Date of alleged incident giving rise to the grievance or the date on which the grievant became aware of its occurrence;

c. To the extent possible, all relevant information specifically related to and/or in support of the grievance;

d. Provision of the Agreement, law, rule, or regulation allegedly violated and the manner in which the violation occurred;

e. Specific relief sought by the employee which must be personal to him/her and within the jurisdiction of the Employer to grant; and

f. Any attempts made between the employee and/or the Employer to resolve the matter.

g. Failure of the grievance to address all of the above items a. through f. will result in the

grievance being returned as incomplete.

28.10 All time limits may be extended by mutual agreement of the grievant or their designated representative and the Employer.

28.11 The initiator of a formal grievance may terminate the grievance at any time by written notification to the receiving official.

28.12 If similar grievances revolving around the same set of facts are presented at approximately the same time, with concurrence of the Parties, the grievances may be treated as a group grievance.

28.13 Settlement Agreements. All settlement agreements are confidential and results are not to be shared with anyone without an official need to know. Settlement agreements are not precedent-setting; each case is different based on the facts of the situation, the needs of the organization involved, and the employee's actions.

28.14 Any employee may personally present a grievance and have it resolved without representation of the Union, provided that:

a. The Union is given the opportunity to be present at all discussions related to the grievance;

b. The Employer will provide to the Union a copy of any and all correspondence, including supporting documentation, exchanged between the grievant and the Employer; and

c. The resolution of the grievance does not violate the law, regulation or the provisions of this Agreement.

d. If the grievant represents himself/herself, he/she will be allowed reasonable duty time to prepare for the grievance proceedings. Such time must have the advance approval of the supervisor. Requests for use of duty time to prepare for grievance proceedings must be in writing and include specific information regarding the date and time as to when the duty time will be used, how much time is requested and when the employee will resume work activities.

28.15 The employee will be allowed reasonable duty time to prepare for the grievance proceedings, if representing himself/herself in the grievance process or confer with the Union representative to prepare for the grievance proceedings. Such time must have the advance approval of the supervisor. Requests must be in writing and include specific information regarding the date and time as to when the duty time will be used, how much time is requested and when the employee will resume work activities.

28.16 For the purposes of this Article and Article 29, Arbitration, "reasonable" as used in reference to use of duty time means hours, not days. However, the cumulative use of time may result in a total number of hours used exceeding several days. For example, notwithstanding workload issues, an employee's use of two hours per day over a two work week period could be

considered a reasonable use of time. However, an employee's use of two full days of time with no work performed during those two days may be unreasonable. This limitation does not include participation at arbitration hearings.

28.17 Grievability Questions - In the event either Party should declare a grievance non-grievable, the original grievance shall be considered amended to include the fact that one Party has determined that this issue is not grievable. The Parties agree to raise any questions of grievability of a grievance prior to the time limit for the decision of Formal Step 2 of this procedure. All disputes of grievability shall be referred as threshold issues in the related grievances. The Parties agree to hear the threshold issue first. If the grievance is determined grievable, then the merits of the grievance will be heard.

28.18 Options for Appeal Outside of the Negotiated Grievance Procedure – The following options are provided for employees' information and are not intended to reflect a bargained agreement on any of the statutory or regulatory procedures referenced below.

a. In accordance with 5 USC 7121, an employee at his or her option may raise matters covered under Section 4303 (Change to Lower Grade or Removal based on Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory appeal procedures or the Negotiated Grievance Procedure, but not both. Once an employee has invoked one of these procedures, he/she may not seek redress under another procedure. An employee shall be deemed to have exercised his or her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever comes first.

b. An employee affected by a prohibited personnel practice under Section 2302(b)(1) of the Civil Service Reform Act may raise the matter under a statutory appeal procedure or the Negotiated Procedure, but not both. Once an employee has invoked one of these procedures, he/she may not seek redress under another procedure. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a grievance in writing or files a written complaint under the appropriate statutory procedure, whichever event occurs first.

c. An employee affected by alleged discrimination under EEO statute may raise the matter under a statutory appeal procedure. Once an employee has formally invoked this procedure, the employee may not seek redress under another procedure.

28.19 Time Limits

a. Time limits for this Article start with "Day One" on the day following transmittal or occurrence.

b. The intent of the Parties is for all participants to act within the time limits allowed within the Article. However, time limits in this Article may be extended by mutual consent of the grievant and appropriate responding official. Extensions will be documented in writing.

c. Failure by the grieving Party to meet time limits, or to request and receive an extension of time, will automatically cancel the grievance.

28.20 If the grievance is not resolved through the grievance procedures, the matter may be referred to ADR and/or Arbitration.

ARTICLE 29. ARBITRATION

29.1 This Article establishes the procedures for the arbitration of disputes between the Union and Employer that are not satisfactorily resolved by the negotiated grievance procedure covered in this Agreement. Only the Employer or Union may invoke arbitration.

29.2 Arbitration procedure:

a. The Union or the Employer may invoke arbitration by serving notice on the other Party within ten (10) workdays following receipt of the final grievance decision under Article 28, Grievance Procedures. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

b. The invoking Party will submit a request for a panel of five (5) arbitrators to the Federal Mediation and Conciliation Service (FMCS) within ten (10) workdays of the notice in Section 29.2a above. The Parties agree and the FMCS will be informed that arbitrators are preferred to be located near the OAS Headquarters or applicable Regional Office where the grieving employee is assigned and have Federal sector arbitration experience. As appropriate, the Parties may jointly request that the FMCS provide arbitrators with certain additional specialized experience. If the Parties agree that the FMCS listed arbitrators do not meet the requirements above, the Parties may explore other options (e.g., American Arbitration Association, local law school).

c. Within five (5) workdays of receipt of the list from the FMCS, the Parties shall meet to select one arbitrator. If the Parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and then repeat the procedure. The Party striking the first name shall be chosen by a coin toss. The remaining name shall be the duly selected arbitrator. The cost of obtaining a list of arbitrators from the FMCS shall be borne by the Party invoking arbitration. At any time the Parties may agree to obtain a new list of arbitrators from the FMCS. Upon request of the grieving Party (i.e., Management or the Union), FMCS or other service shall be empowered to make a direct designation of an arbitrator to hear the case in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.

d. Within five (5) workdays of selection of the arbitrator, the Parties will meet to agree upon the outstanding issues to be arbitrated in order to provide a joint submission of the issues for arbitration. If an agreement is reached, the joint submission will be provided to the arbitrator within five (5) workdays of this meeting.

e. If the Parties cannot reach an agreement on a joint submission of the issues, within five (5) days of the aforementioned meeting in Section 29.2d, each Party shall submit a separate submission to the arbitrator (and provide a complete copy to the other Party) and the arbitrator shall determine the issue or issues to be heard.

f. Within five (5) workdays of the submission of the issues to the arbitrator, the Parties and the arbitrator will agree upon available dates for the arbitration hearing. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

g. Once the hearing date is selected, the date will not be changed. If an unforeseen situation arises that would have substantial impact to the hearing proceedings (e.g., one of the Parties' witnesses has been hospitalized, the arbitrator has a personal emergency, etc.), after discussion between the Parties and the arbitrator, a new hearing date can be rescheduled, as soon as practical.

h. Upon mutual agreement, these procedures may be modified for a particular grievance. For example, in resolving a dispute on the grievability of a grievance, the Parties may request the arbitrator issue a summary judgment on grievability based on the grievance file, supporting documentation and position statement of the Parties prior to proceeding to a hearing.

29.3 Ex Parte Communication with Arbitrator. Both Parties agree that there will be no communication with the arbitrator unless both Parties are participating in the communication or one Party has agreed to the communication by the other Party with the arbitrator.

29.4 Once the hearing has been completed, the arbitrator will render a written decision within 30 calendar days.

29.5 The arbitrator has the authority to make all grievability and/or arbitrability determinations. In the event either Party should declare a grievance nonarbitrable, the original grievance shall be considered amended to include the fact that one Party has determined that this issue is not arbitral. All disputes of arbitrability shall be referred as threshold issues in the related grievances. The Parties agree to hear the threshold issue first. If the grievance is determined arbitral, then the merits of the grievance will be heard.

29.6 The arbitrator’s decisions shall be final and binding, subject to the Parties’ right to file exceptions with the Authority in regard to an award in accordance with 5 USC 7122, appeal the decision to the Federal Circuit Court of Appeals in accordance with 5 USC 7121, 7703, and the Union may appeal the decision to the MSPB in accordance with 5 USC 7122.

29.7 The jurisdiction and authority of the chosen arbitrator and his opinions as expressed will be limited to the adjudication of the issues raised in the grievance procedure, to the application and interpretation of the provisions of the Agreement and the application of policies, rules, or regulations which fall within the scope of the negotiated grievance procedure. The arbitrator will not have the authority to change, modify, alter, delete or add to the provisions of this Agreement or any rule, regulation, or policy considered in the arbitration since that is the exclusive right of the contracting Parties only. The arbitrator will be guided by applicable laws and regulations as interpreted by the issuing agency at the time the incident leading to the grievance occurred. The arbitrator will not be bound by interpretations which are issued after such time but will give them consideration if they are presented to the arbitrator prior to a decision being rendered. The

arbitrator will retain jurisdiction over the case where exceptions are taken to an award and the Authority, Federal Circuit Court of Appeals, or the MSPB sets aside all or a portion of the award.

29.8 If resolution of a grievance involves a dispute concerning interpretation of a Government-wide law or regulation, the issuing agency of the law or regulation in question will be requested to furnish its interpretation to the Parties to be submitted to the arbitrator. If the interpretation of a regulation is pertinent to resolving a grievance, arbitration services will not be secured until a written authoritative decision is obtained, or 30 days have elapsed from the date the arbitrator was selected, whichever comes first, unless both Parties agree to waive this provision. The arbitrator will not have authority to interpret Government-wide laws or regulations.

29.9 The Party that the arbitrator rules against bears the full cost of the arbitrator fees and other expenses of the arbitrator, except as described in Section 29.11 regarding cancelation and postponement and Section 29.15 regarding Time Limits. If, in the arbitrator's judgment, neither Party is the clear losing Party, then the arbitrator will indicate the percentage of arbitration each Party will pay.

29.10 Witnesses and Parties - The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from work duties and granted duty time, and travel and per diem expenses to the extent necessary to participate in all phases as a Party or to testify as a witness in the arbitration proceeding without loss of pay. The Parties will identify and schedule witnesses prior to arbitration hearing. Witness lists will be exchanged 30 days prior to hearing. Questions raised as to whether witnesses are necessary will be resolved by the arbitrator.

29.11 If the invoking Party cancels the arbitration hearing, that Party will pay any costs incurred. If a Party postpones the hearing and additional costs are incurred, the postponing Party will pay the additional costs. If both Parties agree to postpone the hearing, additional costs are shared equally. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties.

29.12 Attorney Fees

a. Reasonable attorney fees will be provided to the Union in cases where it represents employees who suffer unwarranted and unjust personnel actions, and if the Union is the prevailing Party and the arbitrator determines that payment of attorney fees is warranted in the interest of justice, or as warranted by statute, including any case in which a prohibited personnel practice was engaged in by the Employer or any case in which the Employer's action was clearly without merit, and as otherwise consistent with applicable law.

b. Upon issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. The Union may request attorney fees after the award is final and all appeals have been exhausted. Such a request shall be accompanied by appropriate documentation including an itemized invoice for services performed sufficient to enable the arbitrator to decide. The Union's request shall be simultaneously served on the Employer. Within twenty (20) business days of receipt of the Union's request, the Employer shall submit its

response. Such response shall be accompanied by appropriate documentation. The Employer's response shall be simultaneously served on the Union. The arbitrator shall decide whether to accept further rebuttal briefs.

29.13 The arbitration hearing will consist of presentation of documents from both Parties to the arbitrator and the arbitrator will use the provided documentation along with witness testimony to render a decision. Prior to arbitration, each Party will have provided a complete copy of all documentation to the other Party. The arbitrator can ask questions of each Party and respective witnesses in order to clarify any facts in the documentation. The arbitrator's authority will be limited to deciding whether the documented facts of the case support the actions taken. If the arbitrator determines that the documented facts do not support the actions taken, the arbitrator will decide what remedy is appropriate. The remedy will be limited in scope so as not to adversely affect the mission of the organization.

29.14 All time limits herein may be extended by mutual agreement of the Parties.

29.15 The invoking Party may terminate arbitration by written notification to the other Party at any time. Failure of the invoking Party to comply with stated time limits, to provide specificity or to cooperate with the other Party at any stage in the arbitration process constitutes grounds for denying or terminating the arbitration proceedings.

29.16 Issues which were not raised at Step 1 in the original grievance may not be raised at arbitration.

29.17 If similar arbitration cases revolving around the same set of facts are presented at approximately the same time, with concurrence of the Parties, the cases may be treated as a group arbitration.

29.18 Settlement Agreements. All settlement agreements are confidential and results are not to be shared with anyone without an official need to know. Settlement agreements are not precedent-setting; each case is different based on the facts of the situation, the needs of the organization involved, and the Parties' actions.

ARTICLE 30. UNFAIR LABOR PRACTICE (ULP) CHARGES

30.1 Unfair Labor Practice (ULP) Charges. The Parties acknowledge their interest in solving issues collaboratively before involving third Parties. If either Party believes that a ULP has occurred, that Party may serve the proposed ULP complaint on the other Party prior to filing a formal complaint with the FLRA.

30.2 The Parties agree to meet within 10 workdays of receipt of the proposed ULP complaint from the charging Party to discuss the issue(s) involved and make a good faith attempt at informal resolution. The attempt at informal resolution will not involve demands and concessions, but rather will be focused on the open exchange of the views, supporting facts and information, concerns and interests of the Parties. The Parties may seek assistance in resolving the issue through ADR or mediation.

30.3 The 10 workday timeframe may be extended or waived by mutual agreement of the Parties.

30.4 If resolution is not reached by the end of the 10 workday period or any agreed-to extension, the charging Party may proceed with filing a formal ULP complaint with the FLRA.

ARTICLE 31. EQUAL EMPLOYMENT OPPORTUNITY

31.1 Management and the Union agree to abide by the principle of equal employment opportunity as stipulated in Section 717 of the Civil Rights Act of 1964 and other laws, rules, and regulations governing federal employees.

31.2 The Employer and the Union are committed to promoting equal opportunity through a positive, continuing effort involving all Management policies, programs, objectives, practices, and personnel with the objective of a workforce free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, sexual orientation, age, mental or physical disability, and/or reprisal.

31.3 An employee filing a formal EEO complaint may process their complaint through the Agency EEO complaint process or through the negotiated grievance procedure in this Agreement, with an option for arbitration prior to Equal Employment Opportunity Commission (EEOC) review. The employee may seek guidance from both the EEO counselor and their Union representative during the pre-complaint and prior to electing to proceed either under the Agency EEO complaint process or the negotiated grievance procedure in this Agreement.

31.4 An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO complaint procedure has the right to be accompanied by a Union representative of his/her choice, if he/she so desires. Once a complaint has been filed, the Union has the right to attend any subsequent formal discussion, hearing, or investigation concerning the complaint. Union attendance during an investigation pertains only to interviews with a BUE and when the Union's presence is requested by the BUE.

31.5 An employee and his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal. A complainant and/or the representative shall be given duty time to attend any conference, meeting, hearing, investigation, or trial in connection with an EEO complaint provided a written complaint has been filed.

31.6 The Employer agrees to make available to the Union and employees, on the OAS website, a copy of the Employer Affirmative Employment Plan, a description of the EEO complaint process and a list of current EEO counselors. This information may be available on the Department website or the OAS website. The Parties recognize that the EEO counselors may be located in Washington, DC or other localities and employees may be in different time zones; therefore, employees will be afforded flexibility to access EEO counselors.

ARTICLE 32. USE OF FACILITIES AND SERVICES

32.1 Union Office. The Parties' recognize that government office space is limited as the government continues to reduce space for various reasons. Providing the Union exclusive office space is subject to space limitations or low union activity that may make such exclusive use unwarranted. Union representatives who have enclosed offices may use their offices for union representational purposes with a locking door. Management will provide each Union representative a locking file cabinet for union files. If work space changes, then Management will work with the Union to provide Union representatives access to an area, as available, where they can conduct confidential union activities, discussions and have secure files.

32.2 Union Meetings. For activities relating to the internal business of the union, the Union may schedule meetings during non-duty hours or during the lunch period. The Employer will provide a meeting room, if available, upon request from the Union. Should the Employer determine that they have need of the room scheduled for the union meeting, the Union will be notified as soon as possible, and provide the Union an alternate room, if available. All guests to union meetings will be handled in accordance with OAS security policies regarding visitors to the OAS site.

32.3 Union representatives, who are OAS employees, including employees assisting the Union with official union business, may use government office equipment, such as copy machines, fax machines, email, telephone services and computers, for union purposes under the Department's limited personal use of government equipment policy, internet, and telephone. Such use shall not have precedence over the mission of the Employer. Union representatives using government office equipment for union purposes must comply with the Department's policy. However, the Union is not restricted to the ten page limit on the use of Office Equipment in the Department's policy described therein.

32.4 Union Newsletter. The Employer shall permit use of the e-mail system for monthly distribution of the union newsletter subject to the condition that the contents promote a positive labor-management relationship.

32.5 Bulletin Boards.

a. Bulletin board space shall be available for Union use in the Employer's buildings occupied by unit members. The bulletin boards shall be maintained in an orderly condition. Postings that are contrary to a positive labor-management relationship or reflect negatively on the Employer or Management may be removed immediately by Management.

b. For postings required by the FLRA, the bulletin boards will be the official posting locations. FLRA required postings will also be distributed to all BUEs and potential BUEs via email. The email distribution must be accomplished by the Party that is required to post the notice.

32.6 The Union will be allowed time to meet with BU employees following the end of the regularly scheduled OAS "All Hands" meeting to present and discuss union-related topics. Non-BU employees will be excused from attending the union meeting. If invited by the Union,

Management may have a representative present at the meeting. Management will be provided a copy of the agenda items in advance of the meeting.

32.7 The Union's representative names, mailing addresses, e-mail addresses, and phone numbers shall be listed in the All OAS Phone List.

32.8 The Union shall be allowed to send and receive US Mail at OAS, but shall be responsible for their own postal expenses.

32.9 The Union will be responsible for properly securing all union confidential information within the Employer's premises. All union confidential materials, files, faxes, cabinets, on the Employer's premises will be marked "Union," "NFFE Local 2052," or "NFFE," or are otherwise marked in a manner indicating that they contain confidential union information, material, or property so as not to be improperly accessed personnel other than Union officials or their designees.

32.10 The OAS shall provide the Union with a secure electronic mail address/box, if requested, for purposes of union related business and a restricted folder on the shared drive for union use. The Union President will determine which officers will have access (read and/or write) and the electronic mailbox will be password protected. Changes to access levels will be submitted through established "Help Desk" procedures. Union representatives must complete Department IT mandatory training and comply with the Department IT Rules of Behavior. Failure to do so may result in the termination of the Union's use of the Employer's government IT systems.

32.11 List of Employees: Management agrees to furnish to the Union each pay period an up-to-date list of employees in the organizational unit showing name, position, title, grade, step, Bargaining Unit Status (BUS) code, Fair Labor Standards Act code, and official duty station The list should be sent in an electronic format if possible (e.g., Excel).

ARTICLE 33. SAFETY AND HEALTH

33.1 The Employer is responsible for maintaining a safe working environment that is free of hazards likely to cause accidents, injuries or illnesses. Employees and the Employer must comply with all applicable Occupational Safety and Health Administration (OSHA) standards, and all other applicable Federal regulations pertaining to the safety and health of employees. NOTE: The information contained herein does not apply to aviation safety related matters which fall under the purview of the OAS Safety and Evaluations Division.

33.2 Employees will report all on-the-job injuries, regardless of their severity, as soon as possible after becoming aware of/incurring the injury. Employees must notify their immediate supervisor of the injury and are required to document the incident using the Safety Management Information System (SMIS) or other system or process in place at the time the injury occurs. Upon request of the Union and with the approval of the employee, the Employer will provide the Union with a copy of the report of an accident. The Employer will inform employees of the requirements for filing a compensation claim through informational posters located at all OAS sites. Employees must report to their supervisor immediately all injuries which occur on-the-job. The Employer recognizes the importance of putting the health and welfare of the employee(s) high on the order of priorities following an on-the-job injury or illness. Following an employee's report of an injury or illness which occurred on-the-job:

a. If an on-the-job injury makes it necessary to obtain immediate medical services from a medical provider, the Employer or employee, if able, will contact the HRO to obtain a CA-16, Authorization for Examination and/or Treatment, and shall arrange for the immediate transportation of the affected employee to the appropriate local private physician/hospital selected by the employee. An Employer representative, if appropriate, shall accompany the employee to the treatment facility. If the Employer is unable to accompany the employee, the Employer shall contact the employee's designated point-of-contact to inform them of the injury and where treatment is being performed.

b. The employee portion of the CA-1 in SMIS must be completed within 30 days of date of injury.

c. The Supervisor portion of the CA-1 should be submitted after the employee portion of the CA-1 in SMIS is completed.

d. The employee and supervisor should contact the HRO for information on the program; appropriate forms (CA-1, CA-2, CA-2a); and a list of health care providers.

e. Employees are encouraged to contact the HRO for information regarding their rights pertaining to the injury and guidance and assistance on how to complete the OWCP forms and correspondence with OWCP.

f. The Employer will endeavor to provide light duty work assignments for employees who have been injured on-the-job, when it has been determined by proper medical authority that they are able to perform light duty assignments.

g. Consideration will be given to an employee's request for reassignment to a job for which they are qualified when the employee has sustained an off-the-job injury and is permanently unable to meet the requirements for their position.

33.3 Training will be provided to employees who are assigned recurring duties which involve potential hazards to safety and health as appropriate.

33.4 Employees will participate in any emergency contact programs that the Employer implements and employees will be trained accordingly. Information provided in compliance with these programs will be safeguarded.

33.5 Employees are encouraged by the Employer and the Union to be alert for unsafe practices, equipment, and conditions as well as environmental conditions in their immediate work area, outside building areas and parking lots which represent health hazards. When potential unsafe or unhealthy conditions are observed by the Employer or employee, a report must be made immediately to Management for investigation by the Aviation Safety and Program Evaluations Division. During the course of performing their normal duties, Union representatives and bargaining unit employees shall be alert to all hazardous equipment and conditions as well as environmental conditions which are in their immediate area and which represent health hazards. If an unsafe or unhealthy condition is observed, the Union representative or the bargaining unit employee shall report it to the immediate supervisor or the supervisor's designated representatives. The supervisor or the designated representative shall inspect the work area to insure that it is safe before requiring the employee to carry out the work assignment.

33.6 All employees will be informed of the Occupant Emergency plan, as posted in each OAS occupied building or on the OAS share drive. Employees assigned as floor monitors shall receive appropriate training in accordance with assigned duties to instruct them in their basic duties from their respective manager.

33.7 The Employer shall provide an adequate work environment including heating, ventilation, air-conditioning, power, and emergency lighting in accordance with the governing lease. When employees are required to work outside normal business hours, the supervisor will notify Facilities and will provide a cost structure so that the HVAC will be operational.

33.8 If the water quality falls below standard acceptable ranges for office buildings, the Employer will make appropriate arrangements to provide an alternate source of drinking water until the water quality meets acceptable standards.

33.9 Information received by the Employer on crime and suspicious activities in the immediate vicinity shall be shared with employees so that they can be aware and alert. The intention of sharing this information is not for distribution to the news media because such distribution could endanger the OAS population.

33.10 The Employer agrees to furnish bargaining unit employees such protective equipment and clothing as required for the reasonable protection of the employees in performing their assigned duties.

ARTICLE 34. SPACE MANAGEMENT

34.1 Employee Office Space:

a. Adequate Space. The Employer agrees that the allocation of space and furnishings for the space, such as file cabinets, desks, bookcases, etc., shall be adequate to maintain an efficient work environment and for performance of an employee's assigned duties.

b. Decorations. Employees have the right to decorate their working areas with plants, prints, photographs, awards, posters, and artistic or symbolic representations appropriate to the working environment and subject to the terms of the building lease, as applicable. The display of these items must not be inconsistent with General Service Administration governing regulations. Employees have a responsibility not to deface Government property or impair its function.

34.2 The Employer will make an effort to provide reasonable working temperatures and air circulation for areas where employees are required to work overtime.

34.3 Moving of Employee Work Stations.

a. Space adjustments shall be implemented in such a way as to minimize disruption to employees.

b. Fairness and standardization in assigning work stations is the goal; however, official work needs, cost containment, facility site and configuration, and unforeseen issues may impact the extent to which standardization can be accomplished.

c. When employees request changes in work stations or when Management determines it is necessary to move employees to different work stations, the following order of precedence will be applied in making work station assignments. The order of precedence will be as follows:

(1) Responsibilities of the position (for example, lead or other duties requiring larger spaces for equipment, team assignments, etc.)

(2) Employee Grade

(3) Service Computation Date for Leave

(4) In assignment of work stations, employees who physically work at an OAS duty location for the majority of their work time (excluding travel) will have priority over employees who work the majority of their work time in a teleworking arrangement.

(5) Employee Preference

d. Management will meet with the affected employees to discuss the impending move to solicit feedback and input. Management and employees are encouraged to discuss and resolve any concerns. Employees may address any unresolved concerns to the Union.

e. Employee work station moves resulting from selections from vacancy announcements or other employee-initiated position changes resulting in work station moves such as reassignment or change to lower grade will not require application of the order of precedence listed in 34.3c above.

34.4 Notification to Union of Space Change. When the Employer makes a decision to implement a space change that results in movement of one or more bargaining unit employees, it shall notify the Union, indicating the names of the impacted employees and the schedule for the move.

ARTICLE 35. SMOKING POLICY

35.1 In accordance with all applicable laws and regulations, smoking, including use of electronic cigarettes or vapor devices, etc., is not permitted in any indoor area. No smoking is allowed in any of the buildings leased or owned by OAS or any Government owned or leased vehicles or other common or shared work spaces.

35.2 Smoking outside will be limited to the designated areas only and will not be allowed in any other area of the courtyard, sidewalks, or at any entrance. Individuals who are observed smoking outside the designated smoking area should be reported to the employee's supervisor. Each supervisor will be responsible for addressing employees who do not comply with this Article.

35.3 All of the OAS community is responsible for compliance with this Article. This Article is written in accordance with laws, regulations and other policies in effect at this time. If such guiding laws, regulations and policies change in the future, this Article will be modified to bring it into compliance with such changes.

ARTICLE 36. INFORMATION SECURITY

36.1 OAS operates as a service provider, with the responsibility and commitment to protect our customers' and contractors' data, whether that data is in automated information systems or in paper format. Any compromise of such data has the potential to severely damage the OAS's ability to provide customer service and could result in loss of client business, which could have a resultant impact in loss of OAS jobs. Due to the vested interest that employees have in protecting the data for which OAS are responsible, any effort to increase information security or address information security breaches must be implemented without delay. Additionally, OMB, GAO, OPM, and other governing organizations frequently mandate increases in information security; these mandates must be adopted immediately upon directive. Therefore, no bargaining is required on the substance of government-wide information security topics.

36.2 Management acknowledges that implementation of information security policies should have a minimal negative impact to employees' working conditions. In developing such policies, Management will strive to minimize impacts to employees as much as possible without compromising internal security policies' effectiveness. In instances where impact and implementation bargaining is needed, Management and the Union will engage in negotiations in accordance with Article 13, Negotiation Procedures.

36.3 In the interest of protecting employees' personal identifiable information (PII), hard copy leave and earnings statements (LESs) and/or checks will not be mailed to employees' home addresses. Employees can obtain copies of their LESs through Employee Express. If new employees need copies of their LESs before they are provided with an Employee Express login, the employees can contact the HRO to obtain a copy. All salary payments will be deposited electronically into employees' bank accounts.

36.4 The Employer will comply with the Privacy Act and HIPPA in regards to personal employee information.

36.5 To facilitate the security of Government data and computers, employees are not required to take a Government-issued computer with them when in a travel status, unless there is no other option for work to be accomplished. However, if an employee takes a Government-issued computer with them while in a travel status, all rules and regulations for safeguarding the computer and any information contained therein apply.

ARTICLE 37. DATA COLLECTION

37.1 Data collected from SmartCards, Prox cards (building access card), key fobs, video cameras, customer surveys, call center monitoring technology, and similar systems will be used generally to ensure facility, system, and data security. It will not be used to measure individual employee performance unless it is identified in the employee's performance plan. It may be used as evidence or in discovery where suspected violations of laws, regulations, or policies have occurred. If such data is used as evidence in disciplinary or adverse actions by OAS, the Union will have reasonable and necessary access to such data and comparable data to represent the employee.

37.2 SmartCard, Prox Cards, and Key FOB Uses

a. The Parties agree that SmartCards, Prox Cards, and key fobs are to be used by employees solely as an identification card, as an electronic key for access to buildings and facilities, and as an electronic key for access to computer equipment.

b. The Employer will not require an employee's SmartCard to include any information beyond that required by the Government-wide Standard.

37.3 Surveys and Questionnaires

a. Prior to collecting information from bargaining unit employees through surveys and questionnaires (e.g., climate assessments, written questionnaires, and phone surveys) regarding conditions of employment, the Employer will give notification to the Union and the Union will give notification to the Employer. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the Statute.

b. Participation in surveys will be voluntary, unless the Parties agree to require participation. The responses of bargaining unit employees must be confidential and their anonymity protected, unless the Parties agree otherwise.

c. Reasonable time required to complete surveys shall be afforded to bargaining unit employees on duty time.

d. The results of each question in any survey conducted by either Party regarding conditions of employment will be shared. If a third-party conducts a survey and the results are distributed to the Employer, the results will be shared with the Union.

ARTICLE 38. DRESS CODE

38.1 Employees shall wear appropriate attire to work that is:

a. consistent with occupational health and safety standards,

b. commensurate with their position description and job duties,

c. neat, clean, and in good condition,

d. comparable to the attire of the public with whom they meet,

e. considerate of the culture, weather, and seasonal climate,

f. consistent with established business fashion standards, and

g. not provocative or offensive.

38.2 Examples of inappropriate attire are clothing that exposes the midriff area, plastic or rubber flip-flops, sweatpants/pajamas, and cut-off shorts.

ARTICLE 39. TOOLS

Sections 39.1 through 39.4 of this Article apply to mechanics who are maintaining DOI Fleet Aircraft. Sections 39.5 of this Article apply to the Aviation Safety Compliance Specialists who perform safety and maintenance inspections on DOI Fleet, Contract, and Co-operator aircraft.

39.1. Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, special clothing, and special equipment that employees may be required to use in the performance of their official duties.

39.2 Tools

a. Expendable tools (e.g., drill bits, sand paper, grinder disks, etc.) shall be provided by the Employer.

b. Specialized tools (e.g., aircraft scales, lathe, milling machine, sheet metal shear and bender, special tools for turbine engines, welding equipment, etc.) shall be provided by the Employer.

39.3 Tool Breakage

a. Employees who break personal tools on the job that are required to perform the duties of their classification shall be reimbursed for the replacement/repair of the broken tool.

b. Reimbursement shall be subject to any manufacturer's warranty applicable to the specific broken tool.

39.4. Tool Insurance

a. The Employer shall be responsible for the full replacement value of an employee's tools and toolboxes stolen from the premises of the Employer, fire, natural disaster and other loss. It shall be the responsibility of the employee, upon assuming employment, to file with the Employer a complete inventory of all personally owned tools on the Employer's premises subject to inventory by the Employer; such inventory shall be kept up to date on a continuing basis as the employee adds to or subtracts from their toolbox.

b. Tools used on TDY assignments will be insured also.

39.5 The Employer agrees to furnish Aircraft inspectors with all tools and maintenance/test equipment listed in and/or required to perform the tasks assigned in OAS Instructions OAS-5400-202, Inspector Qualifications and Training, and OAS-5400-205, Aircraft Equipment and Pilot Inspection Standards.

a. If an Aircraft Inspector discovers that additional tools or equipment are required, they must report such to the Lead Inspector or Supervisor.

b. The Employer will replace any tools or equipment (including consumables, e.g. batteries) which are consumed, damaged, lost, or stolen in normal use. However, the Aircraft Inspector is responsible for replacement of any tools or equipment which are damaged or lost through misuse.

ARTICLE 40. WORK ENVIRONMENT

40.1 Management and the Union agree that in order to successfully accomplish the OAS mission, a safe working environment must be maintained for the employees. Consistent with the Department's policy, the Parties agree that employees deserve to be treated with respect, dignity and fairness. Accordingly, the Parties are committed to working together to maintain a work environment free from violence, threats of violence, harassment, intimidation, disruptive types of conflict or other frightening behavior. The Parties have a shared responsibility for preventing, reporting and responding to threats or acts of violence in the workplace and to reports all threats or acts of violence to appropriate officials.

40.2 The best prevention strategy is to maintain a work environment which minimizes negative feelings such as isolation, resentment and hostility among employees as well as to provide for the safety and security of all employees. Although no workplace can be perceived as perfect by every employee, there are several steps that can be taken to help create a professional, healthy, and caring climate. These include:

a. Promoting sincere, open communication among management and employees;

b. Offering opportunities for advancement from within and professional development;

c. Fostering family activities and social opportunities open to all staff members;

d. Maintaining mechanisms for complaints and concerns and allowing them to be expressed in a non-judgmental forum that includes feedback to the initiator;

e. Taking a sincere interest in "quality of life" issues such as facilities, job satisfaction and recreation opportunities;

f. Taking threats seriously and taking appropriate and timely action; and

g. Maintaining fair treatment and discipline for all employees exhibiting improper conduct and performance.

40.3 Employees are encouraged by the Employer and the Union to report immediately all instances of violent, threatening, harassing, intimidating, or frightening behavior, or other forms of disruptive behavior. The reporting system should not deter employees from reporting situations that frighten them. An employee knows a threat or intimidation or other disruptive behavior when he or she experiences it – definitions are not necessary. If an employee observes or experiences such behavior by anyone on agency premises, whether or not they are an agency employee, the behavior should be reported immediately to any supervisor or the HRO. If there is a threat or assault requiring immediate attention, security or law enforcement should be immediately contacted.

40.4 Employees are further encouraged by the Employer and the Union to seek appropriate assistance through the EAP, as provided in Article 24 or other sources if they are experiencing

stressful personal or work circumstances, emanating from any source, which may adversely affect their productivity or lead to unacceptable behavior.

ARTICLE 41. MISCELLANEOUS

41.1 No Fear Act

a. If an employee feels that they are subject to discrimination or retaliation for protected activity, there are two options for redress:

(1) EEO, and

(2) Office of Special Counsel.

b. For rights and protections available to employees under the Federal anti-discrimination and whistleblower laws, as well as information regarding retaliation and disciplinary actions, contact the DOI, Office of Civil Rights.

41.2 Firefighting Assignments. If an employee expresses willingness to work on fire assignments, which normally include overtime, the supervisor shall attempt to accommodate the employee, if OAS workload allows, plus release for such assignments will be on a fair and equitable basis.

41.3 Demonstration Projects (Pilot Programs). Pilot programs likely to cause any change in working conditions must be negotiated with the Union.

41.4 Drug Testing. Costs of all such testing, except for referee lab test, to be paid by OAS, and not employees.

Effective Date: June 28, 2016