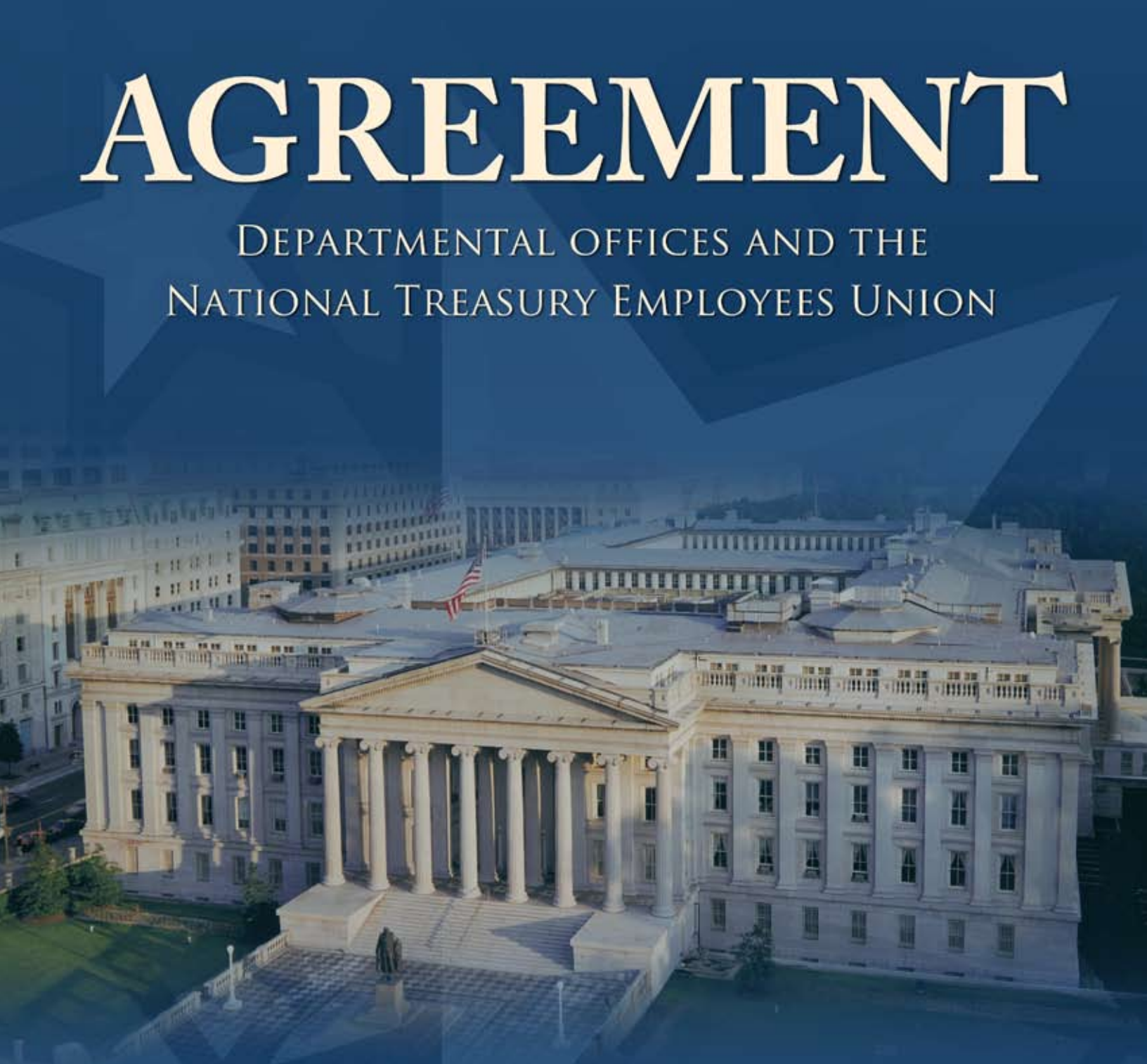
AGREEMENT

DEPARTMENTAL OFFICES AND THE NATIONAL TREASURY EMPLOYEES UNION



JUNE 15, 2009

U.S. TREASURY
BEST PLACES TO WORK

NTEU
The National Treasury Employees Union

TABLE OF CONTENTS

ARTICLES

Signature Page

Appendices

PREAMBLE

Pursuant to the provisions set forth in the Federal Labor-Management Relations Statute as found at chapter 71 of Title 5, United States Code (Title VII of the Civil Service Reform Act of 1978 or Public Law 95-454), hereinafter referred to as the Statute or 5 U.S.C. § 71, the following Agreement is entered into between the Departmental Offices of the Department of the Treasury hereinafter referred to as the Employer or Departmental Offices, and the National Treasury Employees Union, hereinafter referred to as the Union or NTEU, collectively hereinafter referred to as the Parties, for the employees in the bargaining unit described in Article 1, hereinafter referred to as the Employees.

Whereas the Congress of the United States has found that the right of the Employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of the public business, and facilities and encourages the amicable settlement of disputes between the Employees and the Employer involving conditions of employment, the Parties enter into this Agreement with the intent and purpose of promoting these objectives.

Whereas the Congress of the United States has further found that the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government, the Parties enter into this Agreement with the intent and purpose of promoting these objectives.

INTRODUCTORY NOTE

Any reference to "employee" or "employees" throughout this Agreement shall mean bargaining unit employee(s) only. Furthermore, as the English language lacks a generic singular pronoun signifying both she and he, we have, at times, followed the customary and grammatically sanctioned use of masculine pronouns to refer to persons of either sex. As contract language often seems difficult to follow as it is, we found this traditional approach to provide a more readable and understandable contract.

However, to reaffirm our dedication to the equality of the sexes in the employment situation, wherever a masculine pronoun is used in this Agreement to denote an employee, supervisor or other party, it refers to persons of both sexes and shall be construed to include males and/or females as appropriate.

ARTICLE 1
COVERAGE

Section 1. The terms of this Agreement shall apply to all bargaining unit employees of the U.S. Department of the Treasury, Departmental Offices, as described below:

A. All nonprofessional employees employed by the U.S. Department of the Treasury, Departmental Offices, in the Washington, DC. metropolitan area.

B. The following employees are excluded from the bargaining unit and are not covered by the terms of this Agreement:

All professional employees; wage grade employees; employees employed by the Office of General Counsel, Legal Division; employees excluded by Executive Order 12171; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

C. The term "employee" when used in this Agreement refers only to bargaining unit employees.

Section 2. Nothing in this Article shall preclude either party from challenging the inclusion or exclusion of other positions on a case-by-case basis. If the Union is subsequently certified as the exclusive bargaining representative of any additional bargaining unit(s) within the Departmental Offices after the effective date of this Agreement, the Union and the Departmental Offices may mutually agree that such additional bargaining units will be covered by the terms of this Agreement.

ARTICLE 2
EFFECT OF LAW AND REGULATION

Section 1. Except as provided by law, in the administration of all matters covered by this Agreement, the parties are governed by:

A. Existing or future laws;

B. Government-wide rules or regulations in effect upon the effective date of the Agreement;

C. Government-wide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement; and

D. Department of the Treasury or Departmental Offices rules and regulations not in conflict with this Agreement.

Section 2. Should a provision of this Agreement be rendered invalid by appropriate authority after the effective date of this Agreement, either party may reopen the specifically affected sections as well as issues clearly and un-mistakenly bargained away as part of any agreement on the now invalid terms, where one or both parties have not formally pursued enforcement of the provision. The remaining provisions of the Agreement shall remain in effect. Negotiations will be conducted in accordance with the provisions of Article 35 (Bargaining).

Section 3. This Agreement supersedes all previous agreements and past practices in conflict with this Agreement. Local agreements and past practices not in conflict shall continue unless modified in accordance with law and the terms of this Agreement.

ARTICLE 3
EMPLOYEE RIGHTS AND RESPONSIBILTIES

Section 1.

A. In accordance with the provisions of the Civil Service Reform Act of 1978 (Statute), employees covered by this Agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the Statute, such rights include the right:

   1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities; and

   2) to engage in collective bargaining with respect to conditions of employment through the Union as provided by law and this Agreement.

B. Nothing in this Section or this Agreement authorizes participation in the management of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in the Civil Service Reform Act of 1978. However, although such individuals are, as required by law, excluded from the bargaining unit, they may become dues paying members of the Union. Nothing in this section shall limit an employee's right to terminate his or her membership in the Union in accordance with the procedures set forth in Article 36 (Dues withholding).

C. An employee may become or remain a member of a labor organization or pay money to the organization pursuant to a voluntary written authorization for the payment of dues through payroll deduction. An employee may also make voluntary cash dues payments.

Section 2. The Employer agrees that it will not interfere with, restrain, coerce or discriminate against an employee in the exercise of the rights assured by the provisions of this Article and this Agreement, including their right to initiate grievances in good faith and to serve as a representative of the Union.

Section 3. All employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, marital status, age, disabling condition or Union activity, and with proper regard for, and protection of, their privacy and constitutional rights. The parties recognize that employees and managers shall conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to-day working relationships.

Section 4. Any discussions with employees concerning counseling, evaluations, workload review, or disciplinary actions will be conducted so as to ensure the reasonable privacy of the employee. To the extent that it has knowledge of and can control the situation, the Employer agrees that situations that would cause the employee public embarrassment or ridicule, such as the serving of warrants or subpoenas, shall be handled in private.

Section 5. An employee covered by this Agreement may, without fear of penalty or reprisal, engage in the disclosure of information which the employee reasonably believes evidences:

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

B. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.

Section 6. An employee covered by this Agreement shall be given an opportunity to be represented by the Union at:

A. any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment; or

B. any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

2) the employee requests representation.

C. Discussions between a Union representative and an employee seeking counsel or advice regarding non-criminal investigations are confidential. The Employer agrees not to solicit information from any Union representative concerning the nature of such confidential discussions.

D. The Employer shall inform employees two times per year of their rights under 5 U.S.C. § 7114 (a)(2) (B) as set forth in section 6 (B) of this Article.

Section 7. Employees have a right to be made aware of and receive copies of any personnel record or Privacy Act systems of records that pertains to them personally and is maintained by the Employer or to which the Employer has access. This includes any documentation that is not covered by official records referenced in Article 8 of this Agreement. Personnel records are defined as those that pertain to the supervision and management of employees, to include records on the general administration and operation of human resource management programs and functions, as well as records that concern individual employees. Privacy Act records are defined as those that contain the employee's name or some other item that identifies that employee and from which information is retrieved by the name or other particular identifier to the employee.

Section 8. Any employee or group of employees in the unit may present grievances to the Employer under the negotiated grievance procedure set forth in Article 29 and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union is notified in advance of all meetings and given the right to be present during the grievance proceedings. The Union will be given copies of all grievance replies in such cases. Employee grievances may not proceed to arbitration without the consent of the Union.

Section 9. All employees will be officially notified on an annual basis of the Employer's policies regarding the monitoring or employee use of official government property, including electronic equipment.

Section 10.

A. The Parties agree to encourage employees to present their work-related problems first to the immediate supervisor or the lowest level of supervision that can effectively deal with the problem. Recognizing, however, that problems cannot always be resolved by the immediate or lowest level of supervision, the Parties further agree that employees have the right and option to seek the advice and counsel of other officials such as the next higher level of supervision, personnel specialists, and Equal Employment Opportunity Counselors. Employees wishing to obtain such advice and counsel on duty time will obtain the agreement of their supervisor as to when they may leave their jobs to contact such officials.

B. The Employer recognizes the employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during

duty time. Employees may contact Union representatives during work hours to discuss job-related problems. Before leaving their jobs to meet with Union representatives, employees will first obtain the permission of their supervisor, but will not be required to provide the specific reasons for meeting with the Union. Permission will be granted by the supervisor workload permitting. If permission is not granted, the employee will be released as soon as practicable.

Section 11. Upon request, employees will be authorized up to a maximum of one (1) hour of administrative leave annually, or at the employee's option may use their lunch period to consult with a national Union-sponsored benefits counselor. Supervisors will approve such requests unless precluded by the employee's workload.

Section 12. Although employees are encouraged to participate in the Combined Federal Campaign, blood drives, and other solicitations, their participation is strictly voluntary and employees will not be coerced to contribute or otherwise participate by the Employer.

Section 13. An employee's off duty conduct which does not interfere with or adversely impact the employee's ability to perform the duties of the position will not adversely impact the employee's performance evaluation and/or appraisal nor be subject to discipline.

Section 14. Nothing in this Agreement shall prohibit an employee from being represented by a Union steward at the request of the employee, at any stage of the EEO complaint including the counseling stage.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILTIES

Section 1. The Union is the exclusive representative of the employees in the unit and is entitled to act for, and represent the interests of, all employees in the unit.

Section 2.

A. The Union shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees in the unit or their representatives concerning any dispute or any personnel policy or practices or other general condition of employment.

B. The appropriate Union representative will receive reasonable advance notice of such formal discussions and advance copies or access to documents the Employer proposes to

discuss unless such documents are protected by applicable laws, rules and regulations. The appropriate Union representative to receive such notice and documents will be designated by the local NTEU Chapter. The Employer shall strive to provide notice at least five (5) working days prior to the discussion.

C. The Union shall provide advance notice to the Employer that a representative will be present at the formal discussion. If an NTEU representative attends the formal discussion, he/she shall identify him/herself as an NTEU representative.

D. At any formal discussion, the designated Union representative has the right to ask questions, comment, speak and make statements related to the subject matter addressed by the Employer at that meeting. The representative cannot use his/her attendance at the formal meeting to take charge, usurp or disrupt the meeting. Should this occur, the Employer has the right to terminate the meeting.

E. After a formal meeting held by management with a group of employees to discuss significant issues affecting those employees such as relocation or office reorganization, the Union may meet with those employees for up thirty (30) minutes, subject to notice to the Employer and employee workload.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

A. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

B. the employee requests representation.

Section 4. The Union shall have the right to present its views, either orally or in writing, to the Employer on any matters of concern regarding personnel policies and practices and matters affecting working conditions.

Section 5. Where the Union is the "exclusive" representative, e.g. in administering the Agreement's grievance and arbitration procedures, it will represent all bargaining unit employees fairly without regard to their status as dues paying members. The Employer acknowledges under applicable law that the Union may refuse to represent employees in statutory appeals, e.g. before outside agencies such as Merit Systems Protection Board (adverse actions), or the Equal Employment Opportunity Commission (discrimination appeals). The Union may refuse to represent employees in other matters where employees have the statutory right to choose other representation (e.g., replies to proposed suspensions, adverse actions, reductions in grade or removals based on unacceptable performance).

Section 6. The Employer will give the Union as much advance notice as possible of a new employee's entrance on duty date, name, position, and work location. The Union will also be notified of any employee employment orientation session and allowed to participate in accordance with the formal

meeting procedure to discuss representational matters. The Union representative will be provided a period of time consistent with that provided other orientation speakers to address the new employees at their permanent duty station as part of this employee employment orientation session. If a new employee will not be included in a group orientation, a Union representative will be afforded a period of time, not to exceed thirty (30) minutes, during the new employee's first day of employment to discuss representational matters.

Section 7. A copy of any Employer bargaining unit employee survey will be provided to the local Chapter for comment at least fifteen (15) days in advance of distribution to unit employees. When available, the Employer will also provide the local Chapter with a copy of any non-Agency bargaining unit survey, e.g. from OPM, as soon as possible. If not available, the local Chapter will be provided notice of such a survey as soon as possible.

Section 8. The local Union Chapter will be provided a copy of all changes and/or new rules or regulations and any other written issuances concerning personnel policies, practices and conditions of employment in a timely manner.

Section 9. Bi-monthly, the Employer will provide the Union, for its internal use only, a list which will contain the names, grade and step, position titles, Division, group, and post-of-duty for all employees in the unit. The names of the Division and group will be spelled out rather than listed in code. The list will also identify employees who are on dues withholding status and employees' work status (for example, seasonal, intermittent, permanent). It will also contain the appointment type (Career, Career-Conditional, Temporary, Excepted).

Section 10.

A. Union officers and stewards shall be protected in the performance of their representational duties from intimidation and/or coercion by any management official of the Employer.

B. The Union shall appoint employees as stewards to carry out its representational functions. The Employer agrees to recognize the employee stewards designated by the Union and grant them official time to conduct their representational responsibilities in accordance with the applicable provisions of this Agreement.

C. When discussing grievances or other representational business, stewards will, except in unusual circumstances, initially contact the lowest level supervisor or management official having authority to act on the matter. Stewards will inform the supervisors and management officials with whom they are dealing that they are acting in their capacity as Union representatives.

Section 11. The Union will provide the Employer with a roster of its elected and appointed officials, including employee stewards. The roster will indicate the representational position in the Union, telephone extension, and the scope of representational responsibility for each officer and steward listed thereon. The Union shall be responsible for keeping the roster current and for posting a copy on the

bulletin board(s) provided for its notices. Employees will be recognized as stewards or Union officers only when their names and assignments appear on this roster.

Section 12. The Union affirms that its elected and appointed representatives, unless otherwise specifically indicated, are empowered to speak for the Union when dealing with the Employer and that agreements reached with these representatives, whether formal or informal, shall be binding on all unit members and on the Employer.

Section 13. The Union and the Employer shall perform their representational functions in accordance with the spirit and understanding between the Parties concerning the application of this Agreement. The Union further agrees that any activities performed by an employee relating to its internal activities (including the solicitation of membership, election of officers and representatives, and collection of duties) shall be performed only during non-duty time and in non-work areas. Non-duty time for this purpose is understood to mean when an employee is not in a duty status.

Section 14. The right of representation does not extend to informal, routine meetings between employees and supervisors such as counseling sessions, performance evaluations and routine work assignments. The employee may request representation, however, if they believe it would assist in resolving the concern or problem at issue. Such requests are subject to supervisory approval.

Section 15. To assist in conducting labor-management relations, the Union agrees to give the Employer as much advance notice as possible of the visit of non-employee Union representatives if such visits involve meetings or conference with Employer representatives. The purpose of advance notification is to ensure the availability of the Employer representative; permit proper scheduling and security checks.

ARTICLE 5
EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. In accordance with the Civil Service Reform Act of 1978 the Employer retains the authority:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and,

B. In accordance with applicable laws:

1) to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or to subject such employees to other remedial action;

2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations shall be conducted;

3) with respect to filling positions, to make selections for appointments from:

a. among properly ranked and certified candidates for promotion; or

b. any other appropriate source; and

C. To take whatever actions may be necessary to carry out agency mission during emergencies.

Section 2. Nothing in this Agreement shall preclude the Parties from negotiating:

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

B. Procedures which the Employer will observe in exercising any authority under this Article; or

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by Agency officials.

Section 3. The Employer shall comply with its own regulations and policies governing personnel policies and practices and general conditions of employment insofar as they affect the working conditions of bargaining unit employees. This section shall not be construed to require the Employer to issue, change or retain such regulations and policies which it may continue to do in accordance with law.

Section 4. It is agreed and understood that effective communications between management and the individual employee is essential to the efficient accomplishment of the mission of the Employer. Therefore, the Employer agrees to encourage supervisors to communicate with their employees on subjects such as safety, training, promotion announcements, goals, objectives, functions, opportunities and other information pertinent to the mission of the Employer and consistent with security requirements.

Section 5. Nothing in this Article shall be construed as precluding the Parties from meeting, upon the request of either Party, at a mutually agreeable time to informally discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies, practices and other working conditions that are not covered by this Agreement.

ARTICLE 6
PROTECTION AGAINST PROHIBITED PERSONNEL PRACTICES

Section 1. Preamble – The parties recognize the right and protections established in Title 5 U.S.C. Section 2301(b), Merit Systems Principles, and in Title 5 U.S.C. Section 2302 Prohibited Personnel Practices. Accordingly, the parties mutually recognize that personnel management should be implemented consistent with the following merit system principles as set forth in 5 U.S.C. § 2301:

A. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a workforce from all segments of society. Selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills after fair and open competition, which assures that all receive equal opportunity.

B. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

C. Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector. Appropriate incentives and recognition should be provided for excellence in performance.

D. All employees should maintain high standards of integrity, conduct and concern for the public interest.

E. The Federal work force should be used efficiently and effectively.

F. Employers should be retained on the basis of the adequacy of their performance. Inadequate performance should be corrected. Employees should be separated who cannot or will not improve their performance to meet required standards.

G. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.

H. Employees should be:

1) protected against arbitrary action, personal favoritism, or coercion for partisan political purposes; and

2) prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.

I. Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believes evidences:

1) violation of any law, rule, or regulation; or

2) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

In recognition of the above, the parties agree to the following:

Section 2.

A. For the purpose of this Article and in accordance with Title 5 U.S.C. § 2302, "prohibited personnel practice" means any action described in Section 2.

B. For the purpose of this Article, "personnel action" means:

1) an appointment;

2) a promotion;

3) an adverse action, disciplinary action or other corrective action;

4) a detail, transfer or reassignment;

5) a reinstatement;

6) a restoration;

7) a reemployment;

8) a performance evaluation under Chapter 43 of Title 5 U.S.C.;

9) a decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this Subsection; and

10) any other significant change in duties or responsibilities which is inconsistent with the employee's salary or grade level.

Section 3. In accordance with Title 5 U.S.C. § 2302, the Employer shall not:

A. Discriminate for or against any employee or applicant for employment on the basis of:

1) race, color, religion, sex or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964;

2) age, as prohibited under Sections 12 and 15 of the Age Discrimination in

Employment Act of 1967;

3) sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938;

4) handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973; or

5) marital status or political affiliation, as prohibited under any law, rule, or regulation.

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

1) an evaluation of the work performance, ability, aptitude or general qualifications of such individual; or

2) an evaluation of the character, loyalty, or suitability of such individual.

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

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

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

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

G. Appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in Title 5 U.S.C.) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in Title 5 U.S.C.) or over which such employee exercises jurisdiction or control as such an official.

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

1) a disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences:

a) a violation of any law, rule or regulation; or

b) mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs, or

2) a disclosure to the Special Counsel of the Merit Systems Protection Board or to the Inspector General of any agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences:

a) a violation of any law, rule, or regulation; or

b) mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public health or safety,

I. Take or fail to take any personnel action against any employee or applicant for employment as a reprisal for the exercise of any appeal right granted by any law rule, or regulation.

J. Discriminate for or against an employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this Subsection shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, the District of Columbia or the United States.

K. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule or regulation implementing or directly concerning the merit system principles contained in the Civil Service Reform Act of 1978.

Section 4. In accordance with Title 5 U.S.C. § 2302, nothing in Section 2 above shall be construed to authorize the withholding of information from the Congress or the taking of any personnel action against an employee who discloses information to the Congress.

Section 5. In accordance with Title 5 U.S.C. § 2302, nothing in Section 2 above shall be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the Civil Service under:

A. Section 717 of the Civil rights Act of 1964 prohibiting discrimination on the basis of race, color, religion, sex or national origin;

B. Section 12 and 15 of the Age Discrimination in Employment Act of 1967, prohibiting discrimination on the basis of age;

C. Under Section 6(d) of the Fair Labor Standards Act of 1938, prohibiting discrimination on the basis of sex;

D. Section 501 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicapping condition; or

E. The provisions of any law, rule, or regulation prohibiting discrimination on the basis of marital status or political affiliation.

Section 6.

A. Any employee aggrieved under the provisions of this Article may raise the matter under statutory procedure or under the grievance and arbitration provisions contained in this Agreement but not both.

B. An employee shall be deemed to have exercised his option under this Section at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a written grievance under the provisions of this Agreement, whichever event occurs first.

C. Selection of the grievance and arbitration procedures contained in this Agreement in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Title 5 U.S.C. Section 7702, in the case of any personnel actions that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 7. In reviewing grievances on the provisions of this article, arbitrators will apply the same standards of evidence and burdens of proof as those applied by the Merit Systems Protection Board.

Section 8. Once a year, the Employer will distribute to unit employees information concerning prohibited personnel practices.

ARTICLE 7
NOTICE TO EMPLOYEES

Section 1. An employee who receives a personally addressed notice, proposal or correspondence from the Employer concerning:

A. a reduction in force;

B. leave restriction;

C. denial of within-grade salary increase;

D. a request for outside employment;

E. reassignment or transfer;

F. an adverse action; or

G. a disciplinary action;

shall receive an additional copy which states at the top of the first page: "THIS COPY MAY AT YOUR OPTION BE FURNISED TO YOUR NTEU REPRESENTATIVE."

Section 2. NTEU may distribute to each new employee, at the time of the orientation or other meeting, as provided in Article 4, Section 6, a copy of this Agreement and copies of 5 U.S.C. Chapter 71 which shall be provided to it by the Employer. The Union may also distribute at this time material on its benefits and services, descriptive material about the Union, and NTEU announcement cards, its constitution and bylaws and a list of its officers and stewards. These materials shall contain no adverse or derogatory information about the Employer. Any material distributed must conform to the requirements of law and regulations concerning information which may be distributed on Federal property. At those orientations where the Union does not have a representative present, the Employer will distribute the content and Section 71 of 5 U.S.C.

ARTICLE 8
PERSONNEL RECORDS AND REQUESTS FOR INFORMATION

Section 1.

A. Official Personnel Folders will be maintained in accordance with applicable laws and regulations. Only information authorized by law or regulation will be maintained in the Official Personnel Folder (OPF). All basic government-wide policies on the maintenance of personnel records, record-keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable laws and regulations.

B. The parties agree that no personnel record may be collected, maintained or retained except in accordance with law, government-wide regulations, and the applicable provisions of this Agreement. All personnel records and information are confidential and shall be viewed or disseminated only by those persons who have a legitimate

need to know. Such records must be retained in a secure location at the employee's permanent duty station, except for the employee's OPF which may be located at a specified administrative center. Such records shall be provided to the employee and his representative for inspection unless prohibited by law.

C. No record, file or document which is not available to the employee or his representative for inspection will be made available to any unauthorized person for inspection or photocopy. Such information will be made available to any authorized person only for official use.

Section 2.

A. Each employee or his personal representative designated in writing will have access to and may copy or photocopy any document contained in his OPF, with the exception of records restricted by law or regulation. Each employee should first access their Treasury automated personnel systems to get any information contained in their OPF. In those circumstances where an employee cannot access or retrieve a particular document in his OPF, the employees should contact their servicing personnel office who will provide assistance in obtaining the document. If the file or document cannot be made available with the assistance of the personnel office, the employee will be provided his OPF upon written request to his servicing personnel office. Requests for an OPF should be kept to a minimum since most of the employee records are contained in Treasury automated personnel systems.

B. Employees will be informed on an annual basis of the OPF records which are contained in Treasury automated personnel systems. The Employer will provide assistance to employees in accessing Treasury automated personnel systems upon request including those employees with disabilities.

C. The photocopy of documents made available under Subsection 2A may be charged for in accordance with Title 5, C.F.R., Section 297.206 in cases where the records are voluminous.

Section 3.

A. Records, notes or diaries maintained by a supervisor with regard to his work unit or employees are merely extensions of the supervisor's memory, and may be retained or discarded at the supervisor's discretion.

B. Such records, notes or diaries shall not be used as the basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, note or diary within a reasonable time after the date of the incident so recorded.

C. Such records, notes, or diaries shall not be used as a basis to support:

1) a performance evaluation of marginal or unacceptable;

2) the denial of a career ladder promotion; or

3) the denial of a within-grade increase;

Unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.

D. If an employee is shown a note, record or diary as part of the administrative process he may submit a written response.

Section 4. The Employer agrees that Official Personnel Folders shall not contain material which may adversely affect an employee's career, unless the affected employee has been given a copy of the adverse material before it is placed in the file. An employee may submit comments or a rebuttal to the adverse material which shall become a part of the adverse material.

Section 5. Supervisors' personnel files shall be subject to the provisions of this Article concerning Official Personnel Folders except such files shall be destroyed in accordance with General Records Schedule 1 dated July of 2004.

Section 6. Records concerning an employee's sex, race, color, or national origin shall not be maintained in operating offices.

Section 7. Except where disclosure is prohibited by law or Government-wide rule or regulation, the Employer agrees that once a year it will inform unit employees, by notice, of:

A. official personnel records that are maintained on unit employees;

B. how the employee may request a copy of his files.

Section 8. The Employer will inform the Union within ten (10) days whether information requested under 5 U.S.C. § 711(b)(4) will be supplied. Where the Employer has determined to supply such information, the parties agree that the time limited for filing grievances, taking grievances to later steps, including arbitration or submitting bargaining proposals will, at the Union's option, be suspended until the information is delivered.

ARTICLE 9
POSITION DESCRIPTIONS

Section 1. A position means the work, consisting of the duties and responsibilities, assigned by competent authority for performance by an employee.

Section 2. The position description is a written record of the principal duties and responsibilities assigned to a position and which comprise the work assigned to an employee. The position description shall clearly state what work is to be performed.

Section 3. A position description must state the principal duties, responsibilities, supervisory relationships, and other factors necessary for proper classification. However, position descriptions are not expected to contain a comprehensive or exhaustive listing of each and every task or duty which is performed by an employee. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.

Section 4. A group of like positions -- those positions that the Employer has decided are alike in principal duties and responsibilities, complexity, required knowledge and qualifications, supervisory relationships, and are at the same grade -- will be covered by a single position description. The accomplishment of this process by the Employer will be completed by approximately the end of fiscal year 2008, absent just cause.

Section 5. Neither the listing of duties in a position description nor the inclusion or omission of a statement regarding the performance of other duties as assigned controls or in any manner affects the right of the Employer to assign duties to an employee or to assign, change or eliminate part or all of the duties and responsibilities that have been grouped together to constitute a position within applicable rules and regulations.

Section 6. It is the Employer's responsibility to keep position descriptions current and accurate. The Employer will ensure that significant changes in duties and responsibilities are reflected in the position description. If, at any time, an employee believes his/her position description is no longer accurate, the employee has a responsibility to bring that to the attention of his/her supervisor to address.

Section 7.

A. An employee will be provided with a copy of his position description within a reasonable time period after he reports for duty in the position; when changes are made in the position description; and upon appropriate request.

B. If changes are made in the grade controlling and/or principal duties and responsibilities of positions held by bargaining unit employees that result in a revised position

description, the Employer will give the Union a copy of the revised position description once it is classified.

C. The Employer will also provide the Union with copies of proposed classification standards referred to the Employer by the Office of Personnel Management for comment, and copies of proposed changes in position descriptions that result from the issuance of new/modified classification standards.

Section 8. An employee may initiate a request for a classification review by bringing to the attention of his immediate supervisor, in writing, significant aspects of his duty assignments which he believes are not covered by his official position description. An employee may meet with appropriate management officials to discuss any position description problems. If the supervisor agrees that material differences exist, he will work with the Servicing Personnel Office to either arrange for the preparation of a new position description or amendment to bring the position up-to-date, or take action to assign the employee the duties and responsibilities reflected in the position description of record.

Section 9. An employee who has filed a formal classification appeal with the Employer may request the presence of one (1) representative at a desk audit or meeting with the Employer concerning the appeal. The employee's request will normally be granted, unless there is a conflict of interest associated with the employee's chosen representative. The employee's representative's role will be limited to that of observer during the desk audit or meeting. Just before the audit or meeting concludes, the employee may confer with the observer for up to ten minutes, after which the employee will be given an additional ten minutes to provide further information to the individual conducting the audit or meeting. Following the audit or meeting, the employee will have two weeks to submit additional information for consideration. These procedures apply only to desk audits conducted by the Employer; they do not apply to desk audits performed by the Office of Personnel Management.

Work will not be reassigned solely for the purpose of avoiding reclassification during a classification appeal.

Section 10. The Employer recognizes that the statutory principle of equal pay for substantially equal work will be applied to all position classification actions.

ARTICLE 10
TRAINING AND EMPLOYEE DEVELOPMENT

Section 1.

A. The Employer and the Union agree that the training and development of employees within the unit are a matter of significant importance in carrying out the mission of the Employer. In conjunction with this concept, the Employer, within budgetary limitations and in accordance with workload and staffing considerations, will make available to an

employee the training the Employer deems necessary for the employee's development and performance of assigned duties. The Employer and the Union agree to continue their encouragement of self-initiated development efforts of individual employees consistent with the terms of this Article.

B. The Employer encourages the use of Individual Development Plans (IDP) and employees' active participation in the development of such IDP (See Section 15). In addition the parties agree to discuss the training of bargaining unit employees during Labor-Management Committee meetings at least once annually.

C. All training must be requested and approved in advance.

Section 2. For purposes of this Article the following definitions shall apply:

A. Government Training: all training courses given completely or in part by the Agency, or other Federal entities.

B. Non-government Training: all training given by other than a Federal agency.

Section 3. The Employer will maintain information about its in-service or Employer-sponsored educational resources. This information will be made available to all employees, although solicitations for courses with specific enrollment criteria will only be sent to the group(s) of employees who meet those criteria. Employees seeking counseling and guidance regarding the in-service training program should discuss the matter with their immediate supervisor.

Section 4. When an employee is reassigned due to the position previously held having been eliminated, and the Employer decides training is needed, sufficient training as determined by the Employer will be given to the employee to enable him to perform the duties of the new position.

Section 5. Within budgetary restrictions, maximum use of online training opportunities (e.g., Office of Personnel Management's eTraining) is encouraged as part of an employee's Individualized Development Plan (IDP) and/or with supervisory approval.

Section 6. When an employee requests non-government training, the Employer may pay authorized expenses for such training at a facility approved by the Employer when the following conditions have been met:

A. the training has been applied for on an SF-182 or the appropriate form and approved in advance;

B. the training is directly related to the employee's performance of official duties for the Government, and will improve individual and organizational performance by enabling

the employee to increase the knowledge, skills, and ability to perform his or her presently assigned duties; and assisting the Employer in achieving the Employer's mission and performance goals;

C. existing training programs within the Agency will not adequately meet the training need;

D. it is not feasible to establish a new training program to meet the need effectively;

E. reasonable inquiry has failed to disclose the availability of a suitable and adequate program elsewhere in Government;

F. funds are available to pay for the training without deferring or canceling higher priority commitments;

G. the course is not being taken solely for the purpose of obtaining a degree;

H. the approval of such training will not create an undue interference with operational requirements or an imbalance in staffing patterns; and,

I. the employee provides proof of satisfactory completion.

Section 7. An employee who fails to satisfactorily complete the training provided for in Section 6 shall reimburse the Employer for all tuition and related expenses incurred by the Employer. However, if the failure to satisfactorily complete the training is related to Employer-related actions, such as mandatory overtime or an involuntary change in work schedule or official duties that prevented the employee from attending classes regularly, the employee will not be required to reimburse the Employer as long as the employee notified the Employer of the conflict beforehand. Further, if management decides that an employee has failed to satisfactorily complete the training through no fault of the employee (e.g., unforeseen personal or health problems, or a medical emergency), the Employer may waive the employee's requirement to reimburse the Employer.

Section 8. Any employee who receives in excess of eighty (80) hours of training in one (1) non-Government training program must sign an agreement using the appropriate form to continue in employment with DO for a period three (3) times the actual amount of the time spent in training. If an employee fails to fulfill the agreement and voluntarily separates from the Government Service, DO has the right to recover training costs.

Section 9. When training is given by the Employer primarily to prepare employees for promotion, selection for the training will be made under the competitive promotion procedures contained in the Agreement, except for training provided to employees previously selected via merit promotion into approved developmental programs.

Section 10. Where the Employer offers in-service training to enhance job proficiency, excluding required and remedial training, the following procedures will apply.

A. The Employer will post an announcement of each program for fifteen (15) days in the appropriate geographical area as determined by the Employer.

B. Employees will be selected for such training, consistent with management's right to assign work, using fair and impartial procedures.

C. In the event of a posting failure which affects a group of employees, the remedy available under this Agreement shall be limited to first consideration when such training is offered again.

Section 11. The Employer will seek to make available to bargaining unit employees any training course that enhances the employee's proficiency in the job and promotional opportunities. In cases where such courses cannot accommodate all interested employees or the needs of the Employer preclude it from recommending all interested employees, the Employer will seek to provide alternate training opportunities for those interested employees.

Section 12. The Employer agrees to reimburse employees for all authorized and appropriate training costs and expenses incurred as a result of required training in accordance with applicable laws and regulations.

Section 13. Employees required to attend training other than at their duty station will be given notification as far in advance as possible and, absent unusual circumstances, no later than two (2) weeks prior to the commencement of such training. This requirement may be waived by the employee.

Section 14.

A. If the Employer determines that successful completion of a training course is required for placement or continued retention in a position, and if the course has been validated by the appropriate authority, employees who fail to successfully complete the course may be subject to removal from the position, or not placed/retained in the position. Any such action will be taken in accordance with law and the terms of this Agreement.

B. In order to determine the quality of training, an evaluation through questionnaires may be conducted by the Employer. Responses to the questionnaire may be made anonymously.

Section 15. The Employer will encourage each bargaining unit employee to establish an Individual Development Plan (IDP). Such plans shall be jointly established between the Employer and the employee. The objectives of the plans will be to address skills needed by employees in their current

positions, and may also include preparing them for new career opportunities and addressing skills needed for advancement beyond their current grade levels. Each plan shall establish a series of milestones and shall state the actions that may be taken by each party to realize such milestones. Employees are encouraged to take initiative in their career development. Newly hired employees will be offered the opportunity to establish an IDP after having worked for the Agency for one year. This does not prevent the Employer from requiring that current and new employees establish IDPs using the procedures described above. In accordance with Title 5 C.F.R., Section 430.208, employee ratings of record are based on appraisal of performance on critical elements and, as applicable, non-critical elements and assignment of a summary level rating to each element.

Section 16. When new technology or equipment is introduced in a unit and the Employer decides the new technology/equipment creates the need for different skills, knowledge or abilities in that unit, the Employer agrees to provide appropriate training for those employees directly affected.

Section 17. The Employer will make available to all employees the most current information available concerning training or educational programs provided by the Office of Personnel Management, the Department of the Treasury, DO, and other appropriate sources.

Section 18. An employee will have the right to raise lack of necessary training as a defense to a disciplinary, adverse or unacceptable performance action. However, the determination of what training is necessary in order to perform particular duties or assignments is a reserved management right and left to the discretion of the Employer.

ARTICLE 11
RETIREMENT

Section 1. The Employer will provide retirement counseling to those employees in the unit nearing eligibility for retirement, upon request and subject to the scheduling of the Employer. It may include counseling assistance, informational material, and/or group sessions.

Section 2. Upon request and subject to the scheduling of the Employer, retirement counseling will be provided to those employees in the unit who separate voluntarily or involuntarily (except by retirement). It may include counseling assistance and/or informational material on disability retirement, discontinued service annuity, deferred annuity, refund option, and TSP as related to the employee's individual situation.

Section 3. An employee may withdraw a retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and received by the Employer prior to its having made a commitment to fill the position of the retiring employee.

Section 4. The parties recognize that final decisions concerning retirement applications and issuance of retirement checks are the responsibility of the Office of Personnel Management. Employees are encouraged to submit the retirement application at least 30 days prior to the date the employee plans to retire. The Employer agrees to process and transmit all necessary paperwork in connection with retirement applications in a timely fashion, consistent with the circumstances.

ARTICLE 12
REDUCTION IN FORCE

Section 1. If the Employer decides a Reduction in Force (RIF) is necessary, management will inform the Union at the earliest possible date and not later than 90 calendar days prior to the planned effective date, unless the circumstances leave the Employer no choice but to give less notice. Upon a request from the Union, the parties will negotiate over negotiable proposals related to the procedures and appropriate arrangements concerning the RIF.

ARTICLE 13
LEAVE

PART I: ANNUAL LEAVE

Section 1. The entire calendar year shall be available for annual leave requests. Annual leave will be charged in increments of one-quarter hour and requested in increments of not less than one-quarter hour.

Section 2. Annual leave will be earned and accrued in accordance with applicable laws and regulations.

Section 3.

A. All requests for annual leave in excess of three (3) days shall be requested in advance and in writing. All other requests for annual leave shall be in advance whenever possible. All requests for annual leave for any period of time must be requested through the HR Connect electronic system or any other means acceptable to the supervisor.

B. Annual leave requests shall be considered in accordance with this Article. The Employer shall allow each employee to schedule annual leave as he or she desires, subject to approval by the appropriate official based on workload and staffing needs. All requests for annual leave will normally be granted unless the supervisor advises the employee that leave has been disapproved or cancelled, based on work or office coverage. The Employer shall consider requests for leave in a fair and impartial manner.

C. In the event of conflicting leave requests or a problem with office coverage, every effort

will be made to reach an agreement among the affected employees. If these efforts fail, the employee having requested leave on the earliest date shall be granted leave, workload permitting. In the case of simultaneous requests, the most senior employee as determined by the entrance on duty (EOD) date will be granted leave, workload permitting. An employee's approved annual leave will not be disapproved if an employee with an earlier EOD date subsequently requests leave for the same period.

Section 4. The Employer will not deny the use of annual leave as a disciplinary measure. The use or non-use of annual leave will not be relied on in the employee performance appraisal or evaluation.

Section 5. In accordance with Section 3 above, the Employer will approve annual leave in a manner which permits each employee, if the employee wishes, to take at least two (2) consecutive weeks of annual leave each year.

Section 6. In accordance with Sections 3 above, the Employer shall approve annual leave as follows:

A. When an employee has requested up to five (5) days in the event of a death in his immediate family. For the purpose of this Subsection, immediate family includes:

   1) spouse or partner;

   2) children, including adopted children and foster children, and spouses thereof;

   3) parents and spouse's parents; and

   4) brothers and sisters and spouses thereof.

B. When an employee's request is for an established religious holiday which occurs on a regularly scheduled workday of the employee's basic workweek.

C. When the request is for Chapter Presidents, National Officers (if elected), and duly elected delegates of the Union for attendance at the Union's biennial convention.

Section 7. Because a request for annual leave may involve business of a highly personal nature, the employee may not wish to divulge the nature of such personal business. Except when requesting leave for emergency reasons under Section 11 of this Article, the employee may give a reason of "personal business" when requesting annual leave and will not be required to provide details as to the specific reason.

Section 8.

A. Should the Employer find it necessary to cancel previously approved leave, it will inform

the employee as soon as the reason is known to the Employer. The reasons for canceling leave will be provided in writing for all leave which was requested in writing.

B. Employee requests for rescheduling approved leave which has been canceled shall be processed in accordance with Section 3 above.

Section 9. Employee requests to change approved leave will be considered and acted upon in accordance with Section 3 above. Requests to change approved leave must be made sufficiently in advance so as to allow the Employer to meet all notification requirements to affected employees.

Section 10. Requests for advanced annual leave may be made by an employee and will be considered in a fair and objective manner in accordance with the terms of this article when:

A. the employee is eligible to earn annual leave;

B. the employee has served more than 90 days in his appointment;

C. the employee makes the request in writing (i.e. memo) and provides a rationale for the request;

D. the employee does not request more advanced annual leave than would be earned during the remainder of the year; and

E. the liquidation of the advance may be anticipated by subsequent accruals of leave or recovery of the value of the advanced leave (through the use of retirement funds, withheld salary, etc.), in the event of separation.

If the request is denied, the employee will be given written notification of the denial.

Section 11.

A. Where unforeseen emergencies arise requiring the use of leave, approval of annual leave shall be requested as follows: If the emergency arises while the employee is at work, the employee shall notify the Employer of the nature of the emergency, the anticipated extent of his absence, and seek the Employer's approval for annual leave or leave without pay. If the emergency arises when the employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the employee must notify the Employer at the earliest available opportunity.

B. If the emergency extends beyond the period for which leave was originally requested, the employee must again notify the Employer and request additional leave.

C. If the employee chooses to exercise his right under Section 7 above to request annual leave for "personal business" reasons, the request shall be considered as an ordinary

request for annual leave and not of an emergency nature.

PART II: SICK LEAVE

Section 12. Sick leave will be earned, accrued, and approved in accordance with applicable laws and regulations and this Agreement.

Section 13. An employee is entitled to request sick leave and it will be approved in accordance with applicable laws and regulations when the employee:

A. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;

B. receives routine medical, dental or optical examination or treatment, if workload permits, or attends to a family member receiving such treatment;

C. would as determined by health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;

D. provides care for a family member who is incapacitated by a medical or mental condition or who has a serious health condition; and

   1) the employee has submitted the request for sick leave in accordance with the procedures in this Article; and

   2) if requested by the Employer, the employee submits acceptable medical certification in accordance with this Article; or

E. must be absent from duty for the purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and, any other activities necessary to allow the adoption to proceed, in accordance with Title 5 C.F.R. 630. 401(a)(6).

Section 14.

A. When an employee knows in advance that sick leave will be required for a reason set forth in Section 13 above, he shall request sick leave at the time the necessity for the leave is determined.

B. When the need for sick leave is unanticipated, and sickness or injury prevents the employee from reporting to work, the employee shall notify the Employer as soon as possible. In no event shall the employee provide such notification later than two (2) hours after the normal time for reporting to work on the first day of absence. If the degree of the employee's illness or injury prohibits compliance with the notification

requirements provided above, the employee shall provide such notification as soon as possible.

C. The notification provided for in Subsection B above shall include the reasons for the absence and the expected duration of the absence. When it appears that an absence will extend beyond the original date of anticipated return to duty, the employee shall promptly notify the Employer of the new anticipated date of return.

Section 15.

A. Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his absence as evidence administratively acceptable. However, for an absence in excess of three work days or when the Employer has reasonable grounds to suspect the employee of leave abuse, the Employer may also require a medical certificate, or other administratively acceptable evidence, as to the reason for the absence. In doing so, the Employer will employ procedures that are fair and impartial.

"Medical certificate" means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

B. If it appears that an employee is abusing sick leave, the Employer will seriously consider counseling the employee that continued abuse of sick leave may result in a requirement to furnish a medical certificate or other administratively acceptable evidence for each subsequent absence on sick leave, regardless of duration. If the Employer decides to immediately impose a sick leave restriction, the Employer will explain in writing the circumstances justifying an immediate medical documentation requirement. If the Employer chooses to counsel the employee and if the abuse of sick leave continues after counseling, the employee may be notified in writing that all future requests for sick leave must be supported by a medical certificate or other administratively acceptable evidence certifying the incapacitation from duty and the duration of the incapacitation, prior to sick leave being approved. The supervisor will review this requirement every six months. The employee will be advised at the end of this review, in writing, if he/she must continue to provide medical documentation. If the review shows significant improvement, absent just cause, the sick leave restriction will normally be lifted.

C. Employees, who, because of illness or injury, are released from duty by their supervisor or competent medical authority, will not be required to furnish a certificate to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of Subsection A and B above.

Section 16. Upon request by the employee, an approved absence which would otherwise be chargeable to sick leave will be charged to annual leave if the request is made at the time the request for approval of the leave is submitted, workload permitting.

Section 17. When an employee's sick leave balance has been exhausted, the Employer, will consider approving requests for advanced sick leave when the following requirements are met:

A. the request is supported by a medical certificate;

B. repayment can be reasonably expected;

C. the employee is not currently under a leave restriction;

D. the employee's request is normally for a minimum of five (5) work days and does not exceed thirty (30) work days; however, requests for less than five (5) days may be granted for just cause; and

E. the employee must first use any excess annual leave that he/she might otherwise forfeit.

F. In the event that an employee's request for advanced sick leave has been denied, the Employer will provide the employee with a written explanation.

PART IV: EXCUSED ABSENCES

Section 18. Excused absence is an administratively authorized absence from duty without loss of pay and without charge to leave (also commonly referred to as administrative leave).

Section 19.

A. As a general rule, where the polls are not open at least three (3) hours before or after an employee's regular hours of work he may be granted an amount of excused leave to vote in a civil election which will permit him to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

B. Under exceptional circumstances where the general rule does not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him to vote, depending upon the particular circumstances in his individual case, but not to exceed a full day.

C. If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his ballot but not to exceed a full day.

D. For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one (1) day, round-trip travel distance of the employee's place of residence.

Section 20. An employee who is a veteran of a war or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or deduction from annual leave for the time necessary, not to exceed four (4) hours in any one (1) day, to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States.

Section 21.

A. An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, will be granted excused absence, workload and staffing permitting, for the time necessary to make the blood donation and necessary time for travel and recuperation. The time authorized under this Section shall be up to four (4) hours on the day the blood is donated, plus time necessary to make the donation and travel time within the commuting area.

B. Subject to approval by the appropriate official and based on workload and staffing needs, employees will be released for the purpose of donating blood in accordance with this Article. The Employer shall consider all requests for excused absence for blood donation in a fair and impartial manner.

Section 22. Employees will be granted excused absence for the following purposes:

A. To obtain medical services (physical examinations, x-rays, etc.) required for official purposes or administered as part of the official health program, workload and mission permitting.

B. When injured on duty, on the date of the injury, for any examination or emergency treatment by a physician, or other medical practitioner as allowed under applicable regulation, or at a facility authorized to treat employees injured on duty.

Section 23.

A. Subject to approval by the appropriate official, based on workload and staffing needs, an employee who is eligible to take a bar or CPA examination, or an examination for license as a professional engineer, and who serves in a functional area and position where professional accounting, professional engineering or legal knowledge is required or very helpful, may be granted excused absence to take such an examination. The Employer

shall consider requests for excused absence in these situations in a fair and impartial manner, i.e., consistent with law and regulation.

B. Such an eligible employee may also be granted excused absence for travel to and attendance at an oral interview required as a prerequisite to his being licensed in the profession.

C. The time authorized under this Section is limited to a single examination for any one employee.

D. The time authorized under this Section shall not exceed two days.

E. In the event the employee's request for excused absence is denied under this Section, the Employer will provide the employee with a written explanation.

Section 24.

A. During adverse weather or emergency conditions, employees will follow OPM guidelines prescribed for the Washington, D.C. area and the Departmental Offices regarding administrative dismissals.

B. An employee has no entitlement to excused absence when the employee's duty station is open. However, if an employee is going to be unavoidably delayed in arriving at work due to an emergency situation, including severe weather conditions, natural disasters, and public emergencies, the Employer will consider the employee's request for a reasonable amount of excused absence. An emergency situation is one that is general rather than personal in scope and impact. The Employer will reasonably consider each employee's request for excused absence and may consider the following factors:

1) the distance between the employee's residence and place of work;

2) the mode of transportation normally used by the employee;

3) efforts by the employee to get to work;

4) the success of other employees similarly situated;

5) physical disability of the employee;

6) local travel restrictions.

C. To be eligible for excused absence under this subsection, the employee must provide the Employer with a written request stating that he/she made a reasonable effort to report to work, but that such conditions prevented the employee from doing so. The request should address the appropriate factors listed above.

D. An employee is obligated to contact his/her supervisor as early as practicable to explain his/her circumstances and provide an estimated time of arrival at work.

Section 25. Occasional brief absences from duty of less than one (1) hour should normally be excused when the employee provides the supervisor with an acceptable explanation for the absence. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as determined by the supervisor.

PART V: LEAVE FOR JURY OR WITNESS SERVICE

Section 26.

A. An employee receiving a summons for jury duty or as a witness in a judicial proceeding shall inform the Employer as soon as reasonably practicable.

B. An employee who is under proper summons from a court to serve on a jury shall be granted court leave from the date stated in the summons on which he is required to report to the court, to the date he is discharged by the court. However, the term jury service does not include time during which the employee is excused or discharged by the court for a major part of a day or an indefinite period subject to call by the court.

C. When an employee, is summoned as a witness by any party in connection with any judicial proceeding to which the United States, District of Columbia or a State or local government is a party, the employee shall be granted court leave during the time he is absent as a witness.

D. When an employee utilizing the provisions of Subsections B and C above is excused by the Court for a day, or a major part of a day, the employee shall return to duty or be charged annual leave for the duration of his absence.

PART VI: MILITARY LEAVE

Section 27.

A. An employee who is a reservist of the Armed Forces or a member of the National Guard shall be granted military leave for active duty or for training.

B. Employees accrue fifteen (15) days during each fiscal year to be used for the purpose set forth in Subsection A above. The unused balance remaining at the end of the fiscal year will be credited to the employee for use in the subsequent fiscal year in addition to the days credited for that year. No more than fifteen (15) days may be accrued and carried over into subsequent fiscal years for a total of thirty (30) days maximum.

C. Eligible employees who are called to duty for a period in excess of their balance of

available military leave authorized in Section B above can use annual leave or leave without pay for the excess period.

D. An employee may utilize the time authorized under this Article only at such times as the Armed Forces Reserves or the National Guard may direct or authorize.

E. Reserve members of the Armed Forces or the National Guard are entitled to up to twenty-two (22) calendar days of military leave when called to active duty to enforce the law or provide assistance to civil authorities.

F. Approval of military leave provided in the foregoing shall be based on a copy of the orders directing the employee to active duty and a copy of the certificate on completion of such duty.

G. No employee shall be denied reemployment, retention in employment, promotion, or any benefit of employment by the Employer on the basis of membership, performance, application or obligation to perform in the uniformed service.

PART VII: LEAVE WITHOUT PAY

Section 28. Leave without pay is a temporary nonpay status and absence from duty which has been requested in advance and has been approved by the Employer.

Section 29. The following employees are entitled, as a matter of right, to take leave without pay for the following purposes:

A. A disabled veteran for medical treatment when he presents an official statement from a duly constituted medical authority that medical treatment is required. The disabled veteran must give prior notice of the period during which his absence for treatment will occur.

B. A military reservist or National Guardsman for the periods he is required to perform active duty training if he has exhausted his military leave or he is not entitled to military leave.

Section 30. Subject to approval by the appropriate official and based on an evaluation of workload and staffing needs conducted initially and on an as-needed basis, employees will normally be granted leave without pay for the following purposes:

A. For one (1) year to any one employee elected to the position of National President or Executive Vice President of the National Treasury Employees Union. Such leave will be extended on a year by year basis, upon written notification from the employee that he/she has been re-elected and wishes to continue in a leave without pay status, and will be terminated when the employee leaves office.

B. For one (1) year for one (1) employee who has been selected to serve full-time in an appointive position with the National Treasury Employees Union. Absent extraordinary circumstances, and upon written request from the employee, such leave will be extended on a year by year basis for up to no more than four (4) years, and will be terminated when the employee leaves such employment.

C. For one (1) school year for an employee to participate in full-time study at an accredited institution of higher learning when the following conditions are met:

1) the study is directly related to the employee's position in the Departmental Offices;

2) the employee has completed a minimum of two (2) years of service with the Departmental Offices;

3) the employee is judged by his supervisor to be performing his duties at least at an acceptable level of competence;

4) it can reasonably be anticipated that the employee will return to work in the Departmental Offices upon completion of the study period; and

D. Such leave will be terminated at such time as an employee withdraws or is dropped from the study program. In the event the Employer denies an employee's request for leave without pay, it will provide the employee with a written explanation.

E. The granting of leave without pay, in addition to that provided under Title 5 C.F.R, Part 630, Subpart L, Family and Medical Leave, will be considered when the employee has a continuing illness or injury. The employee must provide acceptable medical documentation and an anticipated date of return in order for the granting of leave without pay to be considered.

F. The Employer shall consider requests for leave without pay for the purposes described in this Section in a fair and impartial manner.

Section 31. An employee at his option may substitute leave without pay for annual leave, when so requested in advance, in the following situations:

A. Chapter Presidents, National Officers and/or duly elected delegates of the Union when leave has been approved for attendance at the Union's biennial convention;

B. For approved leave granted in conjunction with a death in the immediate family;

C. For approved leave on an established religious holiday which occurs on a regularly scheduled work day of the employee;

D. For approved leave for parental reasons when the employee's annual leave balance is one

hundred (100) hours or less;

E. For up to two (2) days each calendar year when leave has been approved to attend Union-sponsored training; and

F. For up to five (5) days in an emergency situation which requires the employee's absence and for which leave has been approved, but no more than twice in a calendar year.

Section 32. Leave without pay will not be granted under Sections 31 and 32 above to any employee who has, or who will accrue during the leave year, unscheduled annual leave that must be used or lost by the end of the leave year.

Section 33. Any other requests for leave without pay will be closely examined by the Employer to assure that the value to the Employer or the serious needs of an employee are sufficient to offset the costs and administrative inconveniences to the Employer which result from the retention of an employee in a leave without pay status. The Employer shall consider leave without pay requests in a fair and impartial manner.

Section 34.

A. An employee who returns to duty after leave without pay for forty-five (45) days or less will be returned to the same or similar position of like duties and pay held at the post of duty at the time the leave began, if available. If such a position is not available, the procedures in Section 34 B, below will be followed.

B. An employee who returns to duty after leave without pay of more that forty-five (45) days will be:

1) placed in the same position, or if not available, a similar position of like duties and pay held at the time leave began, if available; or, if not available,

2) placed in a similar position of like duties and pay in the general commuting area; or, if not available,

3) another position, for which the employee is qualified, in the general commuting area of like pay.

PART VIII: LEAVE FOR PARENTAL REASONS

Section 35.

A. The Employer will normally approve a period of leave for up to four (4) months for parental reasons, including any use of leave under the Family and Medical Leave Act. The period of leave may consist of a combination of sick leave, annual leave, and leave

without pay. Requests for leave under this section shall be subject to approval by the appropriate official and based on workload and staffing needs and the provisions of this Article.

B. Upon appropriate request, the duration of the total leave for parental reasons may be extended by the Employer under the rules and procedures of this Article, the law, and regulations governing the type of leave requested.

C. Further information regarding Leave and Work Scheduling Flexibilities Available for Childbirth may be found at the Office of Personnel Management's website at http://www.opm.gov/oca/leave/HTML/childbirthfs.htm.

PART IX. LEAVE FOR MATERNITY REASONS

Section 36.

A. An employee may use sick leave to cover physical examinations, medical treatment, and the period during which the employee is physically incapacitated for the performance of duties by pregnancy and confinement or to attend to medical problems of the new born child.

B. After delivery and recuperation, and if the employee desires a period of adjustment, or needs time to make arrangements for care of the child, an employee may request annual leave for such purposes.

Section 37. An employee shall request leave for maternity reasons as far in advance as possible to allow the Employer to prepare for any staffing adjustments which may be needed to compensate for the anticipated absence from duty. The request shall include the types of leave desired, approximate dates, and anticipated duration.

Section 38.

A. When leave for maternity reasons should begin, end, and its total duration, are not subject to arbitrary limitations. Such determinations will depend on the physical requirements of the employee's position, the individual employee's physical condition, and the physical capability of the employee to perform the job. An employee's preferences generally will be entitled to great weight in such matters.

B. Where the Employer and the employee do not agree upon a date for leave for maternity reasons to begin, the Employer will establish such date. Where the Employer determines the date for leave for maternity reasons to begin, it must document the reasons for its preference and the burden of reasonableness in this situation lies with the Employer.

C. If the employee desires to work up to less than forty-five (45) days prior to the anticipated delivery, or wishes to return to work sooner than forty-five (45) days after the delivery,

the Employer may request a medical certificate stating that the employee is physically capable of continuing or resuming work within such periods.

Section 39.

A. Sick leave for maternity reasons may be advanced to an employee on the same basis and under the same conditions specified in Section 17.

B. Annual leave for maternity reasons may be advanced to an employee on the same basis and under the same conditions as specified in Section 10.

C. Advanced sick or annual leave approved for maternity purposes will be included when determining the total period of leave for maternity reasons described in Section 37.

Section 40. Where working conditions are more strenuous or hazardous than normal office conditions, a pregnant employee, after consultation with her physician, may request temporary modification of her working conditions, or a temporary reassignment to other available work for which she is qualified, to protect her health and that of her unborn child. Where such light duty is requested, the Employer will make reasonable efforts to accommodate the employee's request. The Employer may request a medical certificate stating the nature of the limitations which are recommended by the employee's physician.

Section 41. An employee may request leave for purposes related to the adoption of a child for up to sixty (60) days which shall be considered in a fair and impartial manner. An employee may request a combination of sick leave, annual leave, or leave without pay under applicable laws and regulations and this Article. Additional information regarding Leave and Work Scheduling Flexibilities Available for Adoption may be found at the Office of Personnel Management's website at http://www.opm.gov/oca/leave/HTML/adoptionfs.htm.

Section 42.

A. The Employer assures the continued employment of the employee in her position or if not available a similar position of like duties and pay, if available, if not available, another position of like pay for which the employee is qualified, if she wishes to return to work following the period of maternity absence, unless termination of employment is otherwise required by expiration of appointment, by reduction in force, for cause, or for similar reasons unrelated to the absence for maternity reasons.

B. An employee who is not planning to return to work shall submit her resignation at the expiration of the period of incapacitation.

PART X: LEAVE FOR PATERNITY REASONS

Section 43.

A. Annual leave may be advanced for paternity absences on the same basis and under the same conditions that annual leave is normally advanced as specified in Section 10.

B. Advanced annual leave approved for paternity purposes will be included when determining the total period of leave for parental reasons described in Section 37.

Section 44. Leave for paternity reasons shall normally be requested at least ninety (90) days in advance of the requested period. Requests for leave submitted less than ninety (90) days prior to the requested period will be governed by Part I of this Article.

PART XI: OTHER

Section 45. Consistent with the Family and Medical Leave Act, employees are entitled to a total of 12 weeks of unpaid family and medical leave per year in accordance with the "Family and Medical Leave Act (FMLA) of 1993."

Section 46. In accordance with the Employer's Leave Transfer Program, employees may voluntarily transfer annual leave to other employees.

ARTICLE 14
HOLIDAYS AND RELIGIOUS OBSERVANCES

Section 1. The following days are treated as holidays for purposes of pay and leave of DO employees:

- New Year's Day--January 1
- Martin Luther King's Day--Third Monday in January
- Washington's Birthday--Third Monday in February
- Memorial Day--Last Monday in May
- Independence Day--July 4
- Labor Day--First Monday in September
- Columbus Day--Second Monday in October
- Veteran's Day--November 11
- Thanksgiving Day--Fourth Thursday in November
- Christmas Day--December 25
- Inauguration Day--January 20 (*every fourth year after 1965* in the Washington, D.C. metropolitan area only)

Any other day designated as a holiday by Federal Statute or Executive Order.

Section 2.

Regular Schedules:

A. For employees working a Monday through Friday workweek, holidays falling on a weekend will normally be celebrated as follows: if a holiday falls on Saturday, the preceding Friday is normally observed as the holiday; if a holiday falls on Sunday, the following Monday is normally observed as the holiday.

B. When a holiday falls on a regular weekly non-workday of an employee working other than a Monday through Friday workweek, the "in lieu of" holiday shall be the workday immediately before the regular weekly non-workday.

AWS Schedules:

C. With regard to holidays for full time employees on an AWS schedule, if a holiday falls on a non-workday of the employee (except for a Sunday non-workday), the employee's preceding workday will be the designated "in lieu of" holiday. If a holiday falls on the Sunday non-workday of an employee, the subsequent workday will be the employee's designated "in lieu of" holiday.

D. For full-time employees on an AWS schedule, if a holiday falls on an employee's regularly scheduled weekly day off (regular day off, or RDO day) the workday immediately preceding the RDO day will be designated as the employee's "in-lieu of" holiday.

Section 3. In accordance with law and government-wide rules and regulations, employees who wish to attend or participate in the observance of the established religious holidays of their faith (e.g., Good Friday, Yom Kippur) will be permitted to be absent on religious compensatory time unless doing so would interfere with the efficient accomplishment of the Employer's mission.

Section 4.

A. An employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek, including a religious observance connected with a death in the immediate family, will be granted time off for such religious observances, in accordance with law and government-wide rules and regulations unless doing so would interfere with the efficient accomplishment of the Employer's mission.

B. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, the Employer shall grant religious compensatory time off to an employee requesting such time off, and shall in each instance afford the employee the opportunity to work compensatory overtime in order to

repay the compensatory time off.

C. For the purposes stated in this Article, the employee may work such religious compensatory overtime before or after the granting of compensatory time off. A granting of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within five pay periods. Compensatory overtime shall be worked in fifteen (15) minute increments. An employee is entitled to take compensatory time off in fifteen (15) minute increments. Such increments may be accumulated in order for an employee to take compensatory time off in segments of one (1) hour or more. Employees who take advanced compensatory time off for religious observances may subsequently charge that time to annual leave.

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

E. If no productive overtime is available to be worked by the employee at such time as he may initially request the work, to the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, alternative times will be arranged by the Employer for the performance of the compensatory overtime work in accordance with law and government-wide rules and regulations.

ARTICLE 15
ACCEPTABLE LEVEL OF COMPETENCE

Section 1.

A. This Article is applicable only to General Schedule employees who occupy permanent positions within the Agency. Acceptable level of competence (ALOC) determinations are made solely for the purpose of determining whether an otherwise eligible employee is entitled to a within-grade increase. Such determinations shall be based on the most recent rating of record, either annual or special, issued under Article 16 of this Agreement.

B. A within-grade increase (WIGI) will be granted to an employee whose most recent performance appraisal is at least Fully Successful or equivalent, who has completed the required waiting period for advancement to the next higher step of the grade of his or her position, and who has not received an equivalent increase during the waiting period. A WIGI will not be granted to an employee whose most recent performance appraisal is Unacceptable.

C. The standard of proof to be borne by the Employer in denial of a WIGI will be that standard established by law.

Section 2.

A. The procedure followed in making acceptable level of competence determinations will be fair and objective.

B. The supervisor will use the performance appraisal rating which was issued no earlier than the most recently completed performance cycle in making the acceptable level of competence decision, unless a special performance appraisal rating is issued under Subsection 2.E. below, or unless a special performance appraisal rating is required due to a postponed ALOC determination as described in Subsection 3.A.

C. If the supervisor decides to withhold a WIGI, the employee will be given a period of time equal to the minimum rating period, i.e. ninety (90) days, within which to demonstrate performance at a Fully Successful, or equivalent, level. This notice will be provided in writing. If, prior to the WIGI due date, the employee is on a Performance Improvement Plan which includes a warning that a WIGI may be withheld, then no additional notice or improvement period will be required. If the employee's performance improves to the Fully Successful, or equivalent, level, then the notice will be canceled. In these cases, the WIGI will be made effective the beginning of the pay period following the date that the employee's performance has been determined to be at the Fully Successful, or equivalent, level.

D. If the employee's performance does not improve to the Fully Successful, or equivalent, level, the WIGI may be denied. When a WIGI is to be denied, the employee will be informed that his/her WIGI is being withheld as soon as possible after the end of the waiting period. The written notification will include the reasons for the negative determination and the areas in which the employee must improve in order to be granted a WIGI in the future. The written notification will also contain the right to request reconsideration from an appropriate management official who will be identified in the notice.

E. In any case in which the supervisor's ALOC determination is not consistent with the most recent annual proficiency rating, a special performance rating shall be prepared covering the period between the annual rating and the employee's ALOC anniversary date.

Section 3.

A. In accordance with the applicable regulations, an ALOC determination shall be delayed only when either of the following applies:

1) An employee has not been able to demonstrate acceptable performance during the minimum rating period because he/she has not been informed of the specific requirement for performance at an ALOC in his/her current position, and the employee has not been given a performance rating in any position during the minimum rating period before the end of the waiting period; or
2) An employee is reduced in grade because of unacceptable performance to a position in which he/she is eligible for a WIGI or will become eligible within the minimum

rating period.

B. In the circumstances cited in subsection 3.A. above, the employee's ALOC determination will be postponed, and the appraisal period extended for the minimum rating period, i.e., ninety (90) days. The employee will be told of the specific requirements for performance at an ALOC. Upon completion of the extended period, the employee will receive a special performance review and performance rating. The rating issued will serve as the basis for a delayed ALOC determination. If the employee's performance is determined to meet the acceptable level (i.e., performance appraisal rating of Fully Successful), the WIGI will be retroactive to the beginning of the pay period following completion of the waiting period.

Section 4.

A. When an employee's work is determine to be at an ALOC in accordance with the requirements of Section 1.B. of this Article, the effective date of the WIGI will be the first day of the first pay period following completion of the waiting period.

B. If a negative ALOC determination is changed upon reconsideration or appeal, the WIGI will be granted retroactively, unless prohibited by applicable law (e.g., the claim goes beyond the 6-year period prior to receipt of the claim), and the effective date for the WIGI is the date on which it would have been due.

C. When an employee meets all the criteria under Section 1.B. above for a WIGI, but the WIGI is not effected due to administrative error or oversight, the WIGI is considered to have been made as of the date it would have been made were it not for the administrative error or oversight. Unless prohibited by applicable law (e.g. the claim goes beyond the 6-year period prior to receipt of the claim), the effective date for the WIGI is the date on which it would have been due.

Section 5.

A. Requests for reconsideration of a negative determination must be filed in writing within fifteen (15) days of the receipt of the notice of final negative determination.

B. An employee reconsideration file will be established and maintained by the appropriate reconsideration official. This file shall contain all pertinent documents related to the negative determination and the request for reconsideration. The file will not contain any document that has not been made available to the employee.

C. The deciding official in reconsideration cases shall be an appropriate higher level official designated by the Employer, who has greater authority than the official who issued the initial determination.

D. If a meeting is requested, the Employer shall determine the location of the meeting.

Attendance at such meeting shall be limited to the employee, the employee's local Union representative and/or NTEU's national field representative (if requested by the employee), and such representatives as the Employer may designate.

Section 6. Appeals under this Article are only subject to the third step of the grievance and expedited arbitration procedures set forth in Articles 29 and 30. Neither the substantive nor the procedural aspects of this article may be grieved until an acceptable level of competence determination is final. The acceptable level of competence determination will be considered final when a reconsideration decision is due (within a reasonable period of time, usually thirty (30) days from the date of the Employer's receipt of an employee's written request for reconsideration) or issued.

Section 7. Determinations that an employee is not performing at an ALOC will not be used to dispose of questions of misconduct not directly related to job performance.

ARTICLE 16
PERFORMANCE MANAGEMENT PROGRAM

Whenever language in this article refers to specific duties or responsibilities of specific supervisors or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that DO retains the sole discretion to assign work and to determine who will perform the function discussed.

NTEU agrees that DO may propose changes in this Article during the term of the Agreement, subject to NTEU's right to bargain over DO's proposed changes. NTEU further agrees that DO retains the right to make unilateral decisions regarding the *italicized* portions of this article, and is not subject to bargaining over those decisions or the substance of any decision(s) implementing a reserved management right.

Section 1. The purpose of the Performance Management Program (PMP) is to ensure that performance appraisals are used as a tool for integrating performance, pay and award systems with basic management and supervisor responsibilities by: 1) communicating and clarifying agency goals and objectives; 2) identifying individual accountability for the accomplishment of organizational goals and objectives; and 3) evaluating and improving individual and organizational accomplishments. Feedback and ratings under the PMP system will be provided using procedures that are fair, consistent, constructive, and equitable.

Section 2. The results of performance appraisals may be used as a basis for:

- determining adjustments in basic pay and making performance award determinations;
- recognizing, rewarding and motivating quality performance, within available funds, through varying amounts of performance and cash awards;
- providing the means to withhold within-grade increases for less than Fully Successful performance; and

- providing the means for promoting, reducing-in-grade, retaining and removing employees.

Section 3. The performance appraisal cycle will run concurrently with the Fiscal Year, October 1-September 30. All performance elements are critical and consist of Core Competencies and Performance Commitments. Performance Commitments will be developed by cascading strategic/organizational goals to individual performance plans and will be established to permit the accurate evaluation of job performance on the basis of objective criteria related to the position. Individual and strategic/organizational goals will be communicated to employees, such as how his/her job responsibilities and requirements support the overall strategic mission, organization, or work unit. The individual's responsibility for accomplishing strategic/organizational goals will be identified, performance will be monitored and evaluated, and the results of the performance rating will serve as the basis for appropriate personnel actions including rewarding noteworthy performance and taking action to address poor performance.

Section 4. Definitions for the terms used in this article are at Appendix A.

Performance Plan Process

Section 5. Development of Performance Plans

A. In consultation with the covered employee, the Rating Official will establish a performance plan *consisting of critical elements comprised of the employee's Core Competencies and Performance Commitments*. The performance plan will be recorded on a DO Employee Performance Appraisal form or in ePerformance and will normally be provided to employees by October 30. For new employees entering on duty or employees who have transferred to a new position after October 30, the performance plan must be established no more than 30 days after the effective date of the appointment or the transfer. Employees are rated on a performance plan developed in accordance with the following procedures set forth below and found in the DO Performance Management Program Handbook. The Performance Management Program Handbook may be found on the DONet Portal at: http://home.do.treas.gov/hr/pmp/.

B. Four Standard Critical Elements: Core Competencies. Each covered employee will be evaluated on the basis of four standard critical elements (Core Competencies). All Core Competencies have common performance standards and will be equally weighted in rating an employee's performance. The four Core Competencies account for 40 percent of an employee's overall rating (10 percent for each Core Competency). The Core Competencies are:

1) Communication (Written and Oral). Rates employee effectiveness in providing quality written and oral communication.

2) Customer Service. Rates employee effectiveness in providing professional and responsive service within mutually agreed upon timeframes.

3) *Teamwork. Rates employee effectiveness on working with others either in formal teams or ad hoc groups to accomplish tasks or provide services effectively and efficiently.*

4) *Technical Competency. Rates employee effectiveness in demonstrating job knowledge and producing results.*

C. *Three to Five Additional Critical Elements: Performance Commitments*. In discussion with the covered employee, the Rating Official will develop and assign responsibilities to the employee *for at least three (3) and no more than five (5) Performance Commitments. Each Performance Commitment will be weighted individually at the discretion of the Rating Official*. The decision on the number and relative weighting of each Performance Commitment(s) will bear a rational relationship to the employee's job duties, and may include the amount of time spent performing the duties covered by the Performance Commitment(s). *Combined weights will total 60 points overall.*

1) Performance Commitments must describe critical actions, objectives, and/or results that the employee is expected to accomplish during the performance rating period. They are described as results-oriented, mission-based outcomes or end products (i.e., the end result of all activities) that are essential to the overall success in the commitment.

a. Performance Commitments must be achievable and, if deemed necessary by DO, preceded by the delivery of appropriate training.

2) Performance Commitments are to be established in consultation with the employee and must be derived from and directly related to organizational priorities which will be linked to the Department of the Treasury Strategic Plan and/or DO organizational goal(s).

a. In the event there is a disagreement between the employee and the Rating Official in the development of Performance Commitments, upon employee request, a meeting will be held between the employee, an NTEU representative if requested by the employee, and the Rating Official in an attempt to resolve the disagreement. The employee will be permitted to memorialize the results of the meeting in his or her employee performance file (EPF).

3) The Rating Official will develop and put in writing achievable performance standards at the Outstanding and Fully Successful levels, and discuss the performance expectations of each standard with the employee. It is not required to describe performance standards at the Exceeded or Unacceptable levels in writing.

4) Performance elements and standards are to be recorded on the DO Employee Performance Appraisal form, number DO 605.1. You may retrieve electronic copies of the performance appraisal form, or access ePeformance through HRConnect on the DONet Portal at: http://home.do.treas.gov/hr/pmp/.

5) Normally, there will be minimal additions or deletions of Performance Commitments during the performance cycle once the performance plan has been established. In the event there are such additions or deletions, the employee will be evaluated on those Performance Commitments that applied during the rating period (e.g., on Commitments 1-3 that applied during the period of October 1 to January 1 and on Commitments 1-2 that applied during the period January 2 to September 30). Any proposed additions or deletions will be discussed with the employee who will be provided a written explanation for the change.

D. All elements are critical. Unacceptable performance on any critical element will result in a determination that the overall performance is Unacceptable.

E. The Rating Official, in consultation with the employee, *will determine the weight or importance of a Performance Commitment by distributing 60 points among the commitments. No fractional scores or weights less than five (5) percent may be used.* In the event there is a disagreement between the employee and the Rating Official, the procedures in Section 5.C.(2)(a) will be followed.

F. All employees will be rated using *a four (4) level-rating system (Outstanding, Exceeded, Fully Successful, and Unacceptable)*. When assigning a rating, employees' performance for the entire appraisal period shall be considered.

Procedures for Appraising Performance

Section 6.

A. The appraisal cycle is one year beginning October 1 through September 30 of the following year. Each employee will normally receive only one rating of record every appraisal cycle.

B. The minimum appraisal period is 90 calendar days. An interim rating will be provided to an employee who changes positions during the appraisal period, if the employee has served in the position from which he or she changed for the minimum appraisal period. These ratings will be taken into consideration by the Rating Official when deriving the next rating of record.

C. The Rating Official will review Performance Commitments and their linkage to the Department of the Treasury Strategic Plan and/or DO organizational goal(s), and finalize the establishment of the performance plan by setting clear performance expectations with the employee's input. The Reviewing Official will review and approve Performance Commitments established by the Rating Official at the beginning of the rating period.

Progress Reviews

Section 7.

A. All employees will receive at least one progress review midway through the appraisal period. This progress review does not constitute a rating, but is a discussion which, at a minimum, informs employees of their level of performance in relation to expectations established at the beginning of the appraisal period. The Rating Official will conduct the progress review with the employee and will ensure that appropriate comments, if any, are included or attached to the Performance Appraisal Form and that both the Rating Official and the employee have signed the form, indicating that the review took place. Although only one progress review is required, more frequent, informal reviews may be beneficial and are encouraged.

B. At the Rating Official's discretion, special progress reviews may be conducted at any time and must be conducted in the following circumstances:

1) Whenever, with the employee's input, it becomes necessary to revise, amend, delete or add a Performance Commitment, the Rating Official will discuss performance standards relative to the Performance Commitment with the employee and provide a written explanation. In the event that the employee has not had an opportunity to perform a critical element, the performance plan should either be modified to delete the element or action should be taken to ensure that the employee is given an opportunity to perform relative to that Performance Commitment. The Rating Official and employee will both indicate on the form that the changes to the performance plan have been discussed.

2) At any time during the appraisal period when performance on any critical element falls below the Fully Successful level of performance, the Rating Official must discuss the employee's performance with the employee and document the discussion in a memorandum for the record. Upon request, an employee may be accompanied by an NTEU representative at these meetings. The Employee will be permitted to provide a similar memorandum for the record. DO will offer assistance to the employee in improving unacceptable performance (e.g., formal training, on-the-job training, counseling and closer supervision).

Rating Performance

Section 8.

A. Approximately 30 calendar days before the end of the performance appraisal cycle, rating officials and employees should begin to prepare for the appraisal process. Rating officials may request employees to submit written documentation or self assessments/ accomplishments. Employees may volunteer to provide such information on their own.

B. An employee who is eligible to receive a rating as of the end of the rating cycle (September 30) must receive an annual performance rating of record.

C. Normally, a rating of record will be given to each employee within 30 days of the end of the appraisal period.

D. Ratings will be based on performance. There shall not be a control placed on the number of ratings in any category that would preclude the fair appraisal of performance in related to performance standards.

E. Final appraisals will normally cover performance for the entire appraisal period (e.g., where the employee has been under the same Performance Plan for the entire appraisal period).

F. After the end of the appraisal period, the Rating Official will rate the employee's performance on each critical performance element; consider any interim ratings which the employee received during the appraisal period; assign a rating of record; prepare any necessary narrative justifications; and, forward the Performance Appraisal Form to the Reviewing Official.

G. As provided in Executive Order 5396, the performance appraisal and rating of a disabled veteran may not be lowered or adversely affected because the veteran has been absent with prior approved leave from work to seek medical treatment.

H. For ratings of record that are Outstanding or Unacceptable, the Rating Official must provide a brief written narrative in the "Summary Rating Narrative" section of the appraisal form, describing how performance was truly Outstanding or Unacceptable. Narratives are not required for ratings at other levels.

I. The Reviewing Official will review all ratings of record for covered subordinate employees and make all adjustments as necessary. Ratings of record will not be provided to employees until approved by the Reviewing Official. Once approved the Rating Official will discuss the rating of record with the employee and the appraisal form will be signed by the employee indicating the appraisal and rating of record have been discussed with the employee.

Section 9. Summary Rating levels. Using the following criteria, and taking into consideration any interim ratings which the employee received during the appraisal period, Rating Officials will assign a rating of record (as discussed above in Section 8.I.) which describes the employee's overall performance. The following criteria will be applied:

- *Outstanding-This rating of record will be assigned if the total score of the critical elements reaches 250 points or greater.*

- *Exceeded-This rating of record will be assigned if the total score of the critical elements falls between 175 to 249 points.*

- *Fully Successful-This rating of record will be assigned if the total score of the critical elements falls between 100 to 174 points.*

- *Unacceptable-This rating of record will be assigned when any critical element has been rated Unacceptable*. See Article 27 for procedures to be followed in circumstances of Unacceptable Performance.

Section 10.

A. Rating the Critical Elements. *The point values for each summary rating level are as follows: Outstanding-3 points; Exceeded-2 points; Fully Successful-1 point; Unacceptable-0 points*.

B. After each critical element has been rated and a point value assigned, the Rating Official, will multiply the points for each critical element by its assigned weight. No fractional scores or weights may be used. For example, if the employee was rated Exceeded on all Core Competencies (total 80 points), and Outstanding on all Performance Commitments (total 180 points) the overall point total of 260 points would result in a summary rating of Outstanding. This becomes the employee's rating of record for the performance appraisal cycle.

C. A narrative summary must be written for an overall rating of Outstanding or Unacceptable. This summary should contain examples of the employee's performance that substantiate and explain how the employee's performance meets the assigned rating. The narrative summaries are recorded on the Employee Performance Appraisal through ePerformance or attached as a separate document if using the PDF form.

Section 11. After the rating is completed and approved, the rating, interim rating (if any) and narratives (if any) must be discussed with the employee. A copy of the completed appraisal form signed by the Rating and Reviewing Officials will be provided to the employee and the original must be stored in ePerformance or forwarded to the Office of Human Resources for DO to be filed in the Employee Performance Folder. If the employee does not wish to sign the performance appraisal form, the Rating Official will so indicate on the form, and indicate that a copy of the appraisal was provided to the employee.

Section 12. An employee may submit written comments to the overall rating of record, if he/she desires.

Section 13. See the DO Performance Management Program Handbook for information on Interim Ratings.

Section 14. An employee serving in a career ladder position who receives a final summary rating of Fully Successful meets the regulatory criteria under 5 C.F.R., Section 335.104 for demonstrating the ability to perform at the next higher level within the career ladder.

Section 15. See Article 27 for procedures related to Actions Based Upon Unacceptable Performance.

Section 16. Within one year of the implementation of this Article, the parties will convene a four person evaluation group to provide recommendations on how the performance management program can be improved. The two bargaining unit employees will be selected by NTEU, workload permitting, and will participate in deliberations on official time. The group's report will be provided to the Deputy Assistant Secretary for Human Resources/Chief Human Capital Officer and the National President of NTEU.

Section 17. When the Employer creates or substantially changes a performance plan for an employee(s), the Union may make recommendations and present supporting evidence pertaining thereto. The Employer will consider the Union's recommendation and upon request, advise the Union of the results of its review.

Section 18. In any conflict between this Article and any other DO document, this Article shall control.

ARTICLE 17
AWARDS AND RECOGNITION

Section 1. Eligibility.

Beginning with the first performance cycle that follows the effective date of this agreement, employees who receive at least a Fully Successful rating on their rating of record may be granted achievement awards and monetary as well as non-monetary recognition. Groups/teams may also be granted such awards and recognition. Employees rated at the Unacceptable level will not be eligible to receive monetary recognition during the following performance cycle.

Section 2. Funding.

Monies allocated to the awards pool will be determined by the Employer each year in accordance with current DO budgetary policy regarding awards. Budget permitting, the awards pool will generally be 1.5% of salary funding.

Section 3. Objectives.

The parties agree that the awards and recognition program should:

A. foster employees' confidence that the program recognizes employees based on the merits of their accomplishments and contributions;

B. generate understanding and openness by publicizing the awards and recognition criteria, processes and results as allowed by law, rule, or regulation;

C. to the extent possible and within financial management controls, be designed to recognize accomplishments throughout the year, and as close in time to the accomplishment as feasible; and

D. further the goals of the Agency and reward those individuals or groups/teams whose achievements personify and reinforce the core values of the Employer.

Section 4. Awards Categories.

The parties agree that all awards will recognize specific achievements. There will be three types of awards, as follows:

A. Performance Awards. A performance award is a one-time lump-sum performance based cash payment to an employee based on the employee's rating of record for the most recent appraisal period. The purpose of the performance award is to motivate employees by recognizing and rewarding those who attain high levels of performance. Performance awards may be converted to time-off awards in accordance with current procedures.

1) Performance awards will be based on merit and in a manner that reflects meaningful distinctions, even within each rating category, based on the employee's contributions to the mission of the organization.

2) Supervisory nominations for performance awards must include written justification, and will be forwarded to a higher level official for approval.

B. All Other Monetary Awards. Includes:

1) Special Act/Service: A contribution or accomplishment in the public interest which is a non-recurring contribution either within or outside of job responsibilities, a scientific achievement, or an act of heroism.

2) On-the Spot (Expedited): On-the-Spot Achievement Awards are designed to quickly recognize efforts by employees that result in service of an exceptionally high quality or quantity. Use of on-the-spot awards is particularly appropriate for rewarding employee efforts that might otherwise go unrecognized.

3) Examples include situations where employees: (1) produce high quality work under tight deadlines; (2) perform added or emergency assignments in addition to their regular duties; (3) demonstrate exceptional courtesy or responsiveness in dealing with customers or colleagues; or (4) exercise extraordinary initiative or creativity in addressing a critical need or difficult problem.

4) Group: Suggestions or a special act or service. Generally, the total amount of an award for a group should be the same amount as would have been authorized for that type of award if the contribution were made by one person.

5) Suggestion: A contribution or a constructive proposal submitted in writing which, if adopted by management, directly promotes economy, efficiency or directly increases the effectiveness of DO or other Government operations, directly results in a significant savings to the Government, and improves the use of or conserves energy resources which result in tangible or intangible benefits.

C. Written and Symbolic Recognition. Examples of written recognition include letters of commendation, certificates of achievement/appreciation, etc. Examples of symbolic recognition include ceremonies, pins, medals, ribbons, patches, honorary plaques, etc.

D. The Employer will provide the Union with copies of nominations for Special Act or Special Service awards over $750 for bargaining unit members. The Union will have five work days to submit recommendation(s). The Union's recommendation(s) will be forwarded to the management official with award approval authority who will make the final decision.

Section 5. Nominations for Awards.

Employees will be informed on an annual basis of the negotiated Awards Program and their opportunity to submit award nominations at any time. Employees will be informed of a DO point of contact to receive award nominations. Peers and supervisors may nominate employees for awards. Employee may nominate themselves for awards.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer in the employment context and the Union in carrying out its representational activities, as applicable, agree to provide equal opportunity for all qualified persons, to promote the full realization of Equal Employment Opportunity (EEO) through a positive and continuing effort, and to prohibit discrimination because of age, sex, race, color, religion, disability, marital status, political affiliation or national origin, sexual orientation, parental status, or protected genetic information, except where required by statute or pursuant to bona fide occupational qualifications.

Section 2. Nothing in this Agreement shall preclude the Employer from dealing directly with Civil Rights Organizations, Women's Groups, or any other organization not qualified as a labor organization, on Equal Employment Opportunity matters or policies involving their members so long as such dealings do not detract from or violate the rights of the Union under applicable laws or this Agreement,

or assume the character of formal consultation on matters of general employee-management policy affecting the bargaining unit.

Section 3.

A. Any employee who believes that he has been discriminated against on any of the grounds set forth in Section 1 above may file:

1) a complaint with the Treasury Complaint Center (except on the basis of political affiliation, marital status, sexual orientation, parental status or protected genetic information) after contacting an EEO counselor within 45 days of the incident and receiving a Notice of Right to File a Discrimination Complaint. Following a final decision by the Department of the Treasury, an appeal to the Equal Employment Opportunity Commission (except on the basis of political affiliation, marital status, sexual orientation, parental status, or protected genetic information) may be filed where there is an allegation of discrimination but no otherwise appealable action; or

2) a grievance pursuant to the provisions of Article 29 of this Agreement; or

3) an appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges that the basis for the action was discrimination prohibited by Section 1 (except for claims based on sexual orientation, parental status or protected genetic information);

B. In accordance with the provisions of 5 U.S.C. § 7121, the following apply:

1) An employee, at his option, may file a grievance under the provisions of this Agreement or a complaint under an appropriate statutory appeals procedure, but may not file under both.

2) An employee shall be deemed to have exercised his option under this Section at such time as the employee timely files a formal EEO complaint in writing (which occurs after the EEO counselor has finished his or her work) under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of this Agreement.

3) The selection of the grievance procedure contained in this Agreement to process a complaint of an alleged prohibited personnel practicing involving discrimination shall in no manner prejudice the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission.

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

D. Any employee who has concerns regarding the manner in which the Union conducts its representational activities should contact the Union. Such matters are not appropriate for the statutory EEO complaint process.

Section 4.

A. Employees are encouraged, but not required, to consult with an Equal Employment Opportunity Counselor when considering the option of pursuing an issue under the EEO Discrimination Complains Procedure or the negotiated Grievance Procedure. The following time limits apply:

1) To preserve the right to file a timely formal complaint of discrimination, employees are required under applicable Federal regulations to contact an EEO counselor within forty-five (45) days of the alleged discriminatory incident.

2) To preserve the right to file a timely Grievance under the procedures set forth in Article 29, Grievance Procedure, employees are required to file the grievance under the procedure specified in Article 29 within 31 days ***or*** contact an EEO counselor -- within 31 days of the alleged discriminatory incident.

a. If the employee contacts the EEO counselor within 31 days, the employee may elect to continue the issue under the Article 29, Grievance Procedure, by the filing of a grievance within 14 days of the termination of the EEO counseling process.

b. Termination of the EEO counseling process occurs when the employee submits a notice to withdraw, or when the employee receives a Notice of Right to File a Discrimination Complaint.

B. The names and telephone numbers of Equal Employment Opportunity Counselors shall be posted on the Employer's internal/intranet website (DONet). The Employer will make a good faith effort to keep such information current.

Section 5.

A. At any stage in the processing of a complaint, any employee shall have the right to be accompanied, represented and advised by a Union representative with the consent of the Union, or by a personal representative other than a Union representative, or the employee may proceed without a representative.

B. If the employee elects to pursue the complaint under the grievance procedures of this Agreement and he elects to process the grievance without representation, the Union

shall have the right to be present at any meeting between management and the employee concerning the grievance.

C. A Union representative who has assisted an employee in the EEO counseling process is encouraged to advise an EEO Counselor, if he or she has such knowledge, when the employee files a grievance on the matter in counseling.

Section 6. If at any stage of the complaint process under a statutory procedure, the Employer decides to make changes to resolve the complaint with respect to personnel policies and practices or matters affecting the general working conditions of unit employees, the Union will be afforded reasonable notification and an opportunity to negotiate the matter prior to implementation of such changes.

Section 7. Following adjudication under a statutory procedure, the decision will generally affect the complainant alone. However, if implementation of the decision would impact other employees in the bargaining unit, the Employer will so notify the Union. When a formal discussion is held by the Employer with the complainant and/or the complainant's representative for the purpose of implementing a decision which impacts on employees in the bargaining unit, the Union will be given an opportunity to be represented at the meeting.

Section 8. Where the corrective or remedial action to be taken as a result of statutory adjudicatory procedures would conflict with, or appear to conflict with, the provisions of this Agreement, the Employer shall afford the Union reasonable notification and an opportunity to negotiate the impact of the Employer's action effectuating the decision prior to implementation.

Section 9.

A. The selection of Equal Employment Opportunity counselors is solely the responsibility of the Employer.

B. The Employer will post on its internal/intranet website (DONet) a notice of interest when volunteers are being solicited for DO EEO counselor (collateral duty) positions. Any DO employee may apply in response to such solicitations.

C. Nominations for prospective Counselors may be submitted by the Union, employees, or other interested persons or organizations with the understanding that nominees must still follow established application procedures. Union membership, or lack thereof, shall not provide a basis for nomination or failure to nominate an employee.

D. Equal Opportunity Counselors shall be selected by the Employer without regard to race, color, sex, sexual orientation, religion, national origin, age, marital status, political affiliation, disability, parental status, protected genetic information or Union membership.

Section 10. At the Employer's option, an Equal Employment Opportunity Counselor may be removed from that collateral assignment and a written explanation for the removal will be provided to the individual being removed.

Section 11. The Union recognizes that the Employer is responsible for the development and submission of the Equal Employment Opportunity Management Directive – 715 (MD-715) Report to the Department of the Treasury. MD 715 provides policy guidance and standards for establishing and maintaining effective affirmative programs of equal opportunity under Title VII and Section 501 of the Rehabilitation Act. MD 715 also sets out the basic elements necessary to create and maintain a model EEO Program.

A. DO will provide the Union with a copy of the MD-715 DO data tables. The union will have 15 days to provide comments in writing.

B. After the Employer has formulated its MD-715 Report, a copy of the final DO MD-715 report will be provided to the Union.

C. If, as a result of the DO MD-715Report, changes in personnel policies, practices or matters affecting working conditions will be made, the Union will be given a reasonable opportunity to exercise its bargaining rights pursuant to Chapter 71 of Title 5 of the United States Code prior to implementation.

Section 12. Either Party may raise an EEO matter as an agenda item to be discussed at the Labor-Management Committee meetings set forth in Article 33.

Section 13. On a yearly basis, the Employer will provide the Union summary statistical data from HRConnect of competitive promotion actions, awards (special act and performance) and disciplinary actions (excluding letters of reprimand and lesser forms of discipline) of unit employees by race, sex and national origin

Section 14. In accordance with 29 C.F.R. 1614.704, employees who have disabilities may be eligible for reasonable accommodation, as long as the accommodation does not constitute an undue hardship to DO. Employees who believe they may be eligible for reasonable accommodation should contact the DO EEO Officer.

ARTICLE 19
SAFETY AND HEALTH

Section 1. The Employer agrees to the extent of its authority and ability to maintain and provide safe working conditions for its employees. The Employer will endeavor to ensure that each employee has appropriate safe working space in which to perform the duties of his or her position.

Section 2. The Employer shall make reasonable efforts to ensure that temperatures within DO occupied office space are adjusted, where possible, to the allowable limits prescribed by applicable law, regulation or directive. Where temperatures in Agency occupied office space consistently fail to meet the allowable limits referred to above, the Employer shall make reasonable efforts to have the situation corrected. In the case of leased office space, the Employer will make reasonable efforts to contact the lessor as needed regarding the temperatures within DO-occupied office space.

Section 3. The Employer agrees to promptly forward to the lessor substantiated complaints by employees alleging problems relating to space management outside the Employer's control.

Section 4.

A. Space availability and budget considerations permitting, as decided by the Employer, the Employer shall, within its authority, make reasonable attempts to insure that adequate eating space, drinking fountains, sanitary facilities and vending machines are available at all permanent locations, which shall be properly heated and ventilated.

B. Space availability and budget considerations permitting, as decided by the Employer, the Employer shall, within its authority make reasonable attempts to insure that adequate lounges/break rooms are provided at all work locations except at the Main Treasury and Annex facilities.

Section 5. The Employer shall, consistent with the provisions of Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, Title 29 C.F.R. 1960 and all applicable laws, rules and regulations, be responsible for furnishing to, and maintaining for, its employees places and conditions of employment that are as free as possible of recognized hazards that are causing, or are likely to cause, an accident, injury of illness to the employee.

Section 6. The Union shall have the right to address safety and health concerns/problems with the Employer and to solicit advice from the Employer's safety personnel.

Section 7. Employees are encouraged to inform their supervisor of any unsafe practice, equipment or condition that might appropriate action to address the situation. The supervisor shall expeditiously take appropriate action to address the situation.

Section 8.

A. When an employee suffers an on-the-job illness or injury, the Employer agrees to ensure that the employee is aware of how to obtain information concerning the procedures for filing a claim for benefits under the Federal Employees Compensation Act and information concerning the employee's leave options, including sick leave, annual leave,

leave without pay, and the employee's right to continuation of pay. Compensation and benefits, if any, shall be as determined by the Office of Workers' Compensation Programs under regulations of the Department of Labor.

B. The Employer will promptly notify the Union in the event of an on-the-job injury, illness or death, to include the name of the employee involved.

Section 9.

A. Annual inspection of all Agency facilities will be conducted by a designated safety representative of the Employer. At the conclusion of each inspection, the official in charge of the facility, or designee, shall be advised of any apparent unsafe or unhealthful conditions. Employee reports of unsafe or unhealthful working conditions shall be addressed in accordance with Title 29 C.F.R. 1960.28. Nothing in this section is in derogation of any rights the Union may have pursuant to law, rule or regulation.

B. An employee may bring the attention of the safety inspector(s) any unsafe or unhealthful condition which he believes to exist.

C. A representative or designee of the Union shall be provided with reasonable advance notice and an opportunity to accompany the safety inspector(s) on official time during the annual inspection conducted by the Employer or the by safety representative described in Subsection 6.A. The Employer will pay reasonable mileage costs for Union representatives who are bargaining unit employees for travel to and from inspections under this Section. However, where the Employer conducts regular and recurring inspections to address an identified problem e.g. the removal of asbestos, the Union will be provided an opportunity to attend the inspection and/or be informed of the results of the inspection.

Section 10. The Employer will, to the extent practical and available locally from government sources, continue to offer whatever health services are obtainable for employees.

Section 11. If it becomes necessary for an employee to leave work because of an incapacitating illness or injury, and normal transportation is not available or within the employee's capacity, the Employer agrees to assist in arranging transportation to a medical facility or to the employee's home, at the request of or on behalf of the employee. The Employer does not assume any monetary liability in arranging transportation. The Employer's, pecuniary or tort liability is governed by law, regulations, Federal court decisions, and/or decisions of the Comptroller General and the Employer assumes only such responsibility or liability allowable by law, regulation of such decisions.

Section 12. Under regulations set forth in Title 20 C.F.R. Part 10 and subject to the conditions set forth in those regulations:

A. An employee who sustains a disabling job – related traumatic injury, unless electing to utilize leave, is entitled to the continuation of his regular pay for a period not to exceed forth-five (45) calendar days in accordance with applicable law and regulation.

B. An employee who returns to work and suffers a recurrence of disability and again stops work, may elect to continue regular pay, providing the forty-five (45) calendar days wee not all exhausted during the initial period of disability.

C. An employee's subsequent absences necessary for examination, treatment, and therapy may be charged against the forty-five (45) days in accordance with applicable laws and regulations.

D. If an employee stops work under the provisions of this Section for only a portion of a day or shift (other than the day or shift when disability began), such day will be considered as one (1) calendar day.

Section 13. Safety equipment and protective devices shall be provided to employees as appropriate to the circumstances and as prescribed by applicable directives and regulations.

Section 14. Consistent with workload demands and management's right to assign work, employees using video display terminals (VDT's) for extended periods during the course of a day will be granted periodic relief.

Section 15. The Employer shall establish procedures to assure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of the exercise by such employee on behalf of himself or others of any right afforded by Section 19 of Occupational Safety and Health Act, Executive Order 12196, or Title 29 C.F.R. 1960.

Section 16. Nothing in the above provisions shall preclude the Union from negotiating, in accordance with law and the terms of this Agreement, the impact and implementation of space leasing decisions or space management changes.

ARTICLE 20
ASSIGNMENT OF WORK

GENERAL

Section 1. This article covers noncompetitive selections for details, reassignments, and temporary promotions.

A. The Employer retains the right to assign, reassign and detail employees; to assign work; and to determine the personnel by which agency operations shall be conducted.

B. The Employer shall exercise the authorities set forth in Section 1.A. above:

1) in accordance with law, rule, regulations, and this Agreement;

2) using procedures that are fair and impartial, and

3) to provide employees with opportunities to volunteer and/or compete for desirable assignments in accordance with mission requirements.

C. When the Employer determines that assignment (to include detail, reassignment, or temporary promotion) of an employee(s) is necessary and merit promotion competition does not apply, the following procedure will be used:

1) The Employer will make reasonable efforts to publicize the assignment opportunity using the most appropriate method to communicate the assignment opportunity and selection criteria to interested employees.

2) The Employer will select a qualified employee after a review and analysis of relevant factors, for example, the duties to be accomplished, employee knowledge, abilities or specialized skills needed in relation to the duties to be accomplished, conduct or performance issues, or reasonable accommodation. However, if a tiebreaker is needed, seniority will be used when equally qualified employees under consideration would be able to accomplish generally the same quality of work, and the use of seniority would neither result in an office suffering a significant adverse impact nor the selection of an employee for repeated assignments. Seniority is defined as time working in DO.

3) Involuntary assignments covered under this article will be rotated among qualified employees, unless mission or business requirements necessitate assignment to a specific employee or employees.

4) Nothing prevents the Employer from canceling an assignment at any time during the process.

D. Budget permitting, the Employer agrees to refrain from rotating assignments among employees for the purpose of avoiding temporary promotions.

Section 2. For purposes of this Article the following definitions shall apply:

A. Reassignment: A change of an employee, while serving continuously in the same agency, from one position to another without promotion or demotion.

B. Detail: The temporary assignment of an employee to a different position, with no change in compensation, for a specified period, with the employee resuming his/her regular duties at the end of the detail. During the detail the employee continues to occupy his/her regular position.

C. Position: The work, consisting of the duties and responsibilities, assigned by competent authority for performance by an employee.

D. Temporary Promotion: The promotion of an employee to a position for a limited period of time as specified with a not-to-exceed date.

Section 3.

A. The assignment of work should be related to the employee's position description. This does not prevent DO from assigning duties not specified in the employee's position description. The assignment of work or denial of work assignments will not be made as a reward or penalty to an employee, but in accordance with the Employer's needs and operational goals.

B. Employees will be assigned manageable workloads. In determining what is manageable, the Employer may consider, for example, factors such as personnel ceilings, office workload, time limits, emergencies, priority assignments and personnel requirements needed to accomplish the work. An employee may request a meeting with the Employer to discuss his/her request for a workload adjustment.

REASSIGNMENTS

Section 4.

A. This section deals exclusively with reassignments within DO. In accordance with regulatory requirements, if applicable, the Career Transition Assistance Program (CTAP) must be cleared before reassignments to vacant positions may be considered.

B. The Employer has the right to reassign employees between positions or between work units to accomplish the Agency mission subject to the procedures outlined in Section 1.C. above. The Employer's decision to reassign will be based upon legitimate management considerations.

C. Employees selected for reassignment will be given reasonable notice (normally one pay period), or as far in advance as practicable. However, the parties understand that conditions beyond the control of management may necessitate a briefer notification period.

D. Employees selected for reassignment shall generally be released from their present position within one or two pay periods of final selection. If the employee has not

received a reporting date within the above time frame, the employee may request a written explanation for the delay.

DETAILS

Section 5.

A. When the Employer determines it is necessary for meeting the temporary needs of its work programs, or for purposes of training, the Employer may detail employees to different positions.

B. Noncompetitive selection for assignments (including details to higher graded positions or positions with more promotion potential and temporary promotions) will be confined to a maximum period of one hundred and twenty days (120) days, unless otherwise permitted by regulation.

C. Selection for details of more than 120 days to higher graded positions or positions with more promotion potential, or for temporary promotions for more than 120 days (or a combination thereof), will, unless otherwise permitted by regulation, be made in accordance with Article 24 Promotions.

D. An employee does not have to meet the qualification requirements of a position for a detail, whether it is to the same grade, a lower grade, or to a higher-graded position except for minimum educational, licensure, or certification requirements, consistent with law and/or regulation.

E. Details will not be used in lieu of discipline or adverse action.

F. The procedures in Section 1.C. above will apply in selecting employees for all noncompetitive details.

G. Employees on short (i.e. two full pay periods or less) assignments to higher graded positions will be detailed, rather than temporarily promoted.

H. If an employee is assigned to a higher graded position and the assignment is anticipated (before the beginning of the assignment) to be longer than two (2) full pay periods, the assignment will be treated as a temporary promotion and, if eligible (e.g. time in grade requirements and all other qualifications have been met), the employee will be temporarily promoted at the beginning of the assignment (for up to 120 days).

I. If DO determines (during the detail) that a short detail to a higher-graded position must be extended beyond two (2) full pay periods, the detailed employee, if eligible, will be temporarily promoted effective the beginning of the earliest pay period after the decision to extend the assignment is made, in accordance with DO personnel action processing guidelines. The detail/temporary promotion combination cannot exceed a cumulative total of 120 days.

Section 6. Once an employee is placed on a detail, the Employer may determine that the employee's services are no longer required on the detail, or that it is desirable to place another employee in the position. The employee will then resume the duties of his/her regular position.

TEMPORARY PROMOTIONS

Section 7.

A. Where it would prove to be more appropriate to the Employer's needs, the Employer may utilize a temporary promotion in lieu of a detail to a higher-graded position.

B. No employee may be temporarily promoted unless he/she meets all the qualification requirements for the position including any selective factors in accordance with regulatory and/or OPM guidance, e.g., job related, and any time-in-grade requirements.

C. No employee may serve on a temporary promotion on a noncompetitive basis for more than one hundred and twenty (120) days unless otherwise permitted by regulation. Prior service under both previous noncompetitive temporary promotions and non competitive details to higher-graded positions during the preceding year must be counted towards this one hundred and twenty (120) day limitation.

D. The procedures in Section 1.C. above will apply in selecting employees for all temporary promotions.

E. Once placed on a temporary promotion, there is no requirement that an employee serve the entire length of time. When his services are no longer required or when it is desirable to place another employee in the position, the employee will be returned to the position from which temporarily promoted if available, and if not, to a different position of the same grade pay, grade and promotion potential.

F. A temporary promotion may not be used solely for the purpose of training or evaluating an employee in a higher-graded position.

G. If an employee is not detailed to a position of higher grade, but believes he/she has been performing higher graded duties for at least two pay periods, the Employer, upon employee request, will perform a classification review of the position.

MISCELLANEOUS PROVISIONS

Section 8:

A. In order to ensure a smooth transition between positions, an employee will be given the time reasonably necessary to re-familiarize him or her with the position to which

he or she is returning.

B. The Employer will inform the employee of any changes in operating procedures which affect the manner in which the duties of his/her position are performed.

C. Employees who are detailed or temporarily promoted will be relieved of work required in the previous position when the detail or temporary promotion is in effect if workload and staffing needs permit.

D. Employees on a detail or temporary promotion will be provided a written statement of duties or position description and may discuss such duties with the temporary supervisor as necessary. If the temporary assignment is 120 days or more, the temporary supervisor will prepare a narrative assessment of performance at the conclusion of the assignment.

ARTICLE 21
HOURS OF WORK

Section 1. For the purposes of this Article, the following definitions shall apply:

A. Administrative Workweek: means any period of seven (7) consecutive 24-hour periods designated in advance by the Employer.

B. Regularly Scheduled Administrative Workweek: for full-time employees, means the period within an administrative workweek, currently defined under 5 C.F.R. § 610.111, when these employees are regularly scheduled to work. For part-time employees, it means the officially prescribed days and hours within an administrative workweek during which these employees are regularly scheduled to work.

C. Basic Workweek: for full-time employees, means the forty (40) hour work week established currently defined under Title 5 C.F.R. § 610.111.

Section 2. In the event the Employer decides to change the length of the workweek and/or tour of duty at any location, it will first notify NTEU at the appropriate level in accordance with Article 35 of this agreement and negotiate over negotiable proposals in accordance with law, rule and regulation prior to implementing the change.

Section 3.

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

1) assignments to tours of duty are scheduled in advance of the administrative

workweek over periods of not less than one (1) week;

2) the basic forty (40) hour workweek is scheduled on five (5) days, Monday through Friday, when possible and the two (2) days outside the basic workweek are consecutive;

3) the working hours in each day in the basic workweek are the same;

4) the basic non-overtime workday may not exceed eight (8) hours;

5) the occurrence of holidays may not affect the designation of the basic workweek; and

6) breaks in working hours of more than one (1) hour may not be scheduled in a basic workday.

Exceptions to Section 3.A. (2), (3), and (4) may apply to employees who are on an Alternative Work Schedule.

B. The Employer shall schedule the work of its employees to accomplish the mission of the Agency. The Employer shall schedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual work requirements.

Section 4. The procedure used to schedule employees shall be accomplished consistent with law and regulation and shall ensure that the Employer's workload and mission are accomplished. The scheduling of similarly situated employees shall be accomplished in a non-discriminatory manner. Upon request, the Employer will provide business reasons for AWS scheduling decisions.

Section 5. Employees shall be compensated for hours of work in accordance with applicable laws and regulations.

Alternate Work Schedule (AWS) Program:

Section 6. DO and NTEU agree that an AWS Program can enhance the efficiency and the effectiveness with which DO and its employees fulfill the obligation of public service, while serving as a mechanism to improve the quality of work life for employees. The Employer's AWS program is designed and should be used to provide employees the flexibility to balance the needs of their jobs and their personal responsibilities. Employee participation in the AWS program is entirely voluntary and subject to applicable law and terms of this Agreement.

Section 7. The only schedules established will be those that will not interfere with the ability of the organization to meet its workload objectives.

Section 8. Participation in the AWS program is not an entitlement but is subject to supervisory approval in accordance with the criteria set forth in this Article. Each eligible employee shall have

the option of requesting participation in the AWS program at any time by requesting and obtaining approval from his/her immediate supervisor or designee to work one of the flexible or compressed work schedules set forth in Section 9 below. If all required criteria set forth in this Section are met, such a request will be granted unless it would prevent the Employer from meeting its workload objectives. These criteria are:

1) an employee's last performance appraisal is at least at the Fully Successful or equivalent (e.g., Quality) level;

2) an employee is not currently, and has not been under a performance improvement plan during the prior 12-month period;

3) an employee is not currently, and has not been under leave restriction during the past 12-month period;

4) an employee is not currently, and has not been subject to any conduct-based disciplinary action(s) within the prior 12-month period;

5) the employee will be able to accomplish the full range of duties (e.g., provide needed services to clients, fulfill other business or workload requirements, etc.) required by his/her position while participating in the requested AWS schedule;

Section 9. For the purposes of this Article, the following definitions apply:

A. Core hours – the period during the workday during which all employees covered by a flexible schedule must be present for work or on approved absence. There is no requirement to have core hours. If a particular DO office decides to have core hours it will notify NTEU and negotiate in accordance with law.

B. Credit hours – hours in excess of an employee's basic work requirement or regular workday that may be worked, with prior supervisory approval, so as to vary the length of a workday or workweek. Credit hours are available only under a flexible work schedule and are non-overtime hours.

C. Flexible band – an established band of duty hours within which an employee may request scheduled arrival and departure times that may vary from the office's official business hours. Employees may arrive any time after 6:00 am and may depart any time before 7:00 pm.

D. Work schedule – a schedule of eighty (80) hours, by pay period, showing an employee's regular reporting and departure times for each day in that pay period. All full-time work schedules, and part-time work schedules in which an employee works more than six hours on a given day, must include an unpaid lunch break extending the employee's hours of work by 30 minutes.

Section 10. Two types of AWS are authorized: Compressed Work Schedules and a Flexible Work Schedule:

A. Compressed (Fixed) Work Schedules – in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays. Employees may request set arrival and departure times within the flexible band set forth above. Once set, employees may vary scheduled arrival and departure times occasionally with prior supervisory approval. Non-workdays may not be carried over from one pay period to another pay period.

1) 5/4-9 Schedule – a compressed, fixed schedule that requires employees to account for nine (9) workdays in each bi-weekly pay period of which (8) will be days of nine (9) hours, one (1) will be a day of eight(8) hours, and one (1) non- workday.

2) 4/10 Schedule – A compressed, fixed schedule that requires employees to account for ten (10) hours a day for only four (4) days a week or eight (8) days a pay period.

3) 4/9/4 Schedule – A compressed, fixed schedule that requires employees to account for four (4) nine (9) hours days and one (1) four (4) hour day per week

B. Flexible Work Schedule. A schedule that allows employees to vary their time of arrival and departure. Employees work eight (8) hours per day, 40 hours per week, and may vary their arrival and departure times within the flexible band of hours set forth above as long as they are present for work during the core hours, if any, as set forth above. A request to work credit hours will be granted if the supervisor reasonably determines that there is adequate approved work available. A request to use credit hours will be granted, workload permitting.

If credit hours are approved:

1) employees may not "save" work that could otherwise be completed during the regular tour of duty in order to earn credit hours;

2) employees may be required to report work accomplished while earning credit hours;

3) credit hours may be earned and used in increments of one-quarter hour;

4) approval to use earned credit hours will follow the same procedures as approval for annual leave in Article 13;

5) for full-time employees, a maximum of twenty-four (24) credit hours can be carried forward from one pay period to the next; and

6) for part-time employees, the maximum is one-fourth (1/4) of the regularly scheduled

hours in each biweekly pay period.

Section 11. Should two or more similarly situated eligible qualified employees request the same work schedule or non-work day(s), and the Employer reasonably determines that approval of all the requests would prevent the Employer from meeting its workload objectives, the request from the employee with the most seniority with DO (total service time within DO) will be approved. By mutual agreement, on a case by case basis, the Employer and NTEU may approve a different tie-breaking procedure.

Section 12. Once approved, AWS schedules may be reviewed periodically. A supervisor may require an employee to change his/her work schedule, either permanently or temporarily to meet workload objectives, or staffing, service, or mission requirements. In such circumstances, the employee may request a meeting with the supervisor and, if the employee chooses, an NTEU representative, to attempt to reach a mutually agreeable solution. Absent such an agreement, the employee reserves the right to file a grievance and, with the consent of NTEU, proceed immediately to expedited arbitration. Alternatively, the employee reserves the right to file a grievance which will be processed in accordance with the procedures of Article 29.

Section 13. Employee requests to change the type of AWS schedule or a tour of duty must be submitted in writing and in advance for supervisory approval which will be granted unless it does not meet required criteria or would prevent the Employer from meeting its workload objectives. Such requests shall be limited to two (2) voluntary changes in each calendar year. At its discretion, the Employer may permit additional voluntary changes. Short-term changes due to temporary duty (TDY) travel or training, shall not be considered a voluntary change.

Section 14. Employees who take leave on a regularly scheduled workday shall be charged the same number of hours of leave as they were scheduled to work; i.e., if the Employee was scheduled to work eight hours, he/she would be charged eight hours of leave; if scheduled to work nine hours, he/she would be charged nine hours of leave; if scheduled to work 10 hours, he/she would be charged 10 hours of leave.

Section 15. An employee who fails to comply with the requirements of this Article may be removed from participation in AWS in the following manner:

A. If an employee fails to comply with the AWS program requirements, a supervisor shall warn the employee on the need to comply with all of the provisions of the program. Failure to comply includes repeatedly arriving late or leaving early without taking leave or making up the time, failure to be present for duty during core hours, or failure to obtain supervisory approval as required. The supervisor will document this warning and give the employee a copy of the documentation which will include a notice that further failure to comply by the employee will result in suspension of the employee's participation in the program.

B. If the employee continues not to comply with the AWS program requirements after such written notification, the supervisor may suspend the employee from participation in the program for up to three (3) months. Following completion of the suspension, the employee shall be allowed to resume participation in the program unless the employee has continued to present time and attendance problems, or other conduct that would be considered to be noncompliant with the AWS program requirements, during the suspension period. In such circumstances the suspension will continue until the employee has corrected the misconduct.

C. If the employee's noncompliance warrants disciplinary action, this provision does not prevent the supervisor from imposing disciplinary action without warning (i.e., the type of warning described in Section 15.A. above) in accordance with this agreement and applicable law.

Section 16. This Article does not prohibit an employee from applying for an uncommon tour of duty for specific personal reasons (for example because of transportation arrangements, day care arrangements, education or training schedules, or health reasons).

Section 17. Employees working under AWS schedules must adhere to all applicable leave, overtime, holiday, premium pay, and travel laws, rules, and regulations.

Section 18.

A. Should the Employer at any time determine that an Alternative Work Schedule has had an adverse impact, i.e., a reduction in productivity, a diminished level of services furnished to the public, has resulted in an increase in operating costs or staffing or security concerns, the Employer will notify the Union of its intent to modify or terminate such existing AWS. Such notice will include an explanation of the basis for the Employer's decision.

B. If the Employer and the Union reach an impasse with respect to establishing or terminating an Alternative Work Schedule, the impasse shall be presented to the Federal Service Impasses Panel for resolution in accordance with applicable law and regulation.

Section 19. No employee will be required to change from one work schedule to another schedule or to change their non-work day once approved, to work a particular work schedule except as discussed in Section 11 above.

Section 20. With prior supervisory approval, employees will occasionally be permitted to change their AWS non-work days unless it would prevent the Employer from meeting its workload objectives.

NOTE: As an exception to Article 44, Section 4, either party may request to reopen and renegotiate

this Article any time after the Agreement has been in effect for one year. The parties agree this generally means a one-time reopening of this article.

ARTICLE 22
TELEWORK

Section 1. The DO-NTEU Telework program will be administered in accordance with DO Directive 601, Departmental Offices Alternative Workplace Arrangement Program, and Departmental Office Telework Handbook except as noted in this article. In the event there is a conflict between this Agreement and the DO Directive/Handbook, the terms of this Agreement will control.

DO Directive 601 and the DO Telework Handbook may be accessed via the DONet Portal at http://home.do.treas.gov/hr/employee/telework/.

As an exception to Article 44, either party may request to reopen and renegotiate this Article once any time after the Agreement has been in effect for one year.

Section 2. All DO bargaining unit positions are eligible for telework if the following criteria are met:

A. Officially assigned duties include tasks, duties, work activities, and responsibilities that are portable and can be performed effectively away from the office, and are conducive to supervisory oversight at the alternative worksite;

B. Accomplishing the officially assigned duties at the alternative worksite will not adversely affect the workload of other employees;

C. Necessary contact with other employees and customers is predictable and can be accommodated;

D. Officially assigned duties do not require daily-face-face contact with the supervisor, other employees, or customers;

E. The position does not require daily access to material that may not be removed from the official duty station or is not accessible by computer;

F. The position does not include physical presence/site dependent activity (such as guard tasks);

G. Privacy Act, security, or health/safety concerns can be adequately addressed; and

H. Special facilities, technology and equipment needed to perform the job off-site are available at the alternative worksite.

I. An employee's position will be considered eligible for telework DO if the above-referenced criteria are met.

Section 3.

A. The following criteria will help determine an employee's eligibility for participation in DO's Telework Program:

1) The employee has exhibited good organizational skills, functions well independently, and must be able to work without direct supervision, independently identify required work products, plan work production schedule, communicate roadblocks to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success, meet deadlines, and work with available tools to complete tasks at the alternative work site.

2) The employee's performance is at least at the Fully Successful or equivalent level (e.g., Quality) as shown in his/her most recent appraisal or mid-year review, and the employee must not be under a performance improvement plan (PIP);

3) The employee's conduct has not resulted in proposed disciplinary action within the last year (includes leave restriction letters). An employee, whose conduct results in a proposed disciplinary action after he/she enters into a telework arrangement, is eligible for telework six (6) months after the leave restriction letter has been rescinded and, if applicable, six (6) months after the employee has served his/her disciplinary suspension. If a longer suspension from telework is warranted (e.g., due to the gravity of the misconduct) the supervisor will document the reason for the extended suspension from the telework program.

4) The employee can satisfy home work-site requirements, has a remote workstation available, or can use an approved telework center (paid for by the employee's office); or

5) The employee must maintain a social distance due to a serious outbreak of a contagious disease, but is able to continue working (e.g., tuberculosis, influenza, or other communicable disease). Provided the employee's position meets all eligibility criteria, the employee must also provide the supervisor with medical documentation from his/her physician or equivalent licensed health care provider to take advantage of this option. Medical information must be maintained in a separate medical file and treated as a confidential medical record.

B. An employee will be considered eligible for telework if the above-referenced criteria are met.

C. DO's decision regarding an employee's request for telework will be based upon the position and employee criteria for eligibility listed above and must not adversely impact DO's staffing or mission requirements.

D. DO will make its decision within two weeks of the employee's submission of the appropriate forms, absent unusual circumstances.

E. If an employee does not agree with his/her supervisor's decision regarding the employee's initial request for telework, the employee may request a meeting with the supervisor to attempt to reach a mutually agreeable solution. Absent such an agreement, DO may implement the supervisor's initial decision. In the event the employee and the supervisor cannot mutually agree on the request for telework, the employee reserves the right to file a grievance and, with the consent of NTEU, proceed immediately to expedited arbitration. Alternatively, the employee reserves the right to file a grievance which will be processed in accordance with the procedures of Article 29.

F. If a teleworking employee's position changes and DO believes that none of the duties of the employee's position are appropriate for telework, (i.e., the employee's position no longer meets the position criteria listed in Section 2 above), it will notify the employee and present its concerns. In such circumstances, the employee may request a meeting with the supervisor and, if the employee chooses, an NTEU representative, to attempt to reach a mutually agreeable solution. Absent such an agreement, DO may determine that the position is no longer appropriate for telework. The employee reserves the right to file a grievance which will be processed in accordance with the procedures of Article 29.

G. As an exception to the procedures set forth in Section 19 B below:

1) DO may terminate a telework agreement immediately if a teleworking employee is no longer in compliance with Section 3.A.2., 3., or 5. above.

2) If DO determines that a teleworking employee no longer meets the employee criteria listed under Section 3.A.1., it will notify the employee and present its concerns. In such circumstances, the employee may request a meeting with the supervisor and, if the employee chooses, an NTEU representative, to attempt to reach a mutually agreeable solution. Absent such an agreement, DO may temporarily suspend the employee's telework agreement. The employee's eligibility for telework will be re-evaluated when the mid-year performance review or the annual performance appraisal (which ever occurs first) is conducted. Pursuant to Section 3.A.2., if the employee is reevaluated and DO determines the employee is performing at the Fully Successful or equivalent level (e.g., Quality), the employee will be permitted to resume telework provided he/she still meets all position and employee eligibility criteria. If the employee is reevaluated and DO determines the employee is not performing at the Fully Successful level, DO may terminate the employee's telework agreement immediately.

3) If DO determines that a teleworking employee no longer meets the employee criteria listed under Section 3.A.4., after the employee has had a reasonable opportunity to comply with those requirements and find a solution that is acceptable to management, DO may terminate the employee's telework agreement immediately.

Section 4. Telework is voluntary. However, in accordance with law, rule, or regulation, the Employer may mandate that employees telework if doing so is necessary for health or safety reasons.

Section 5. Eligible employees working in positions that are eligible for telework will be allowed to telework up to five (5) days per week if routine telework is appropriate, or on a situational basis, if there is no adverse impact upon staffing or mission requirements. An employee's request to telework may be modified, in accordance with the terms of this Article, if staffing or mission requirements would be impacted.

Section 6. In the event there is a conflict between the number of employees who are permitted to telework on a particular day and the need to provide internal and external customer service, the decision of which similarly situated employees (e.g., employees have the same skill sets, perform the same officially assigned duties, etc.) who are permitted to telework on a particular day(s) will be determined by DO seniority.

Section 7. Work schedules will be in accordance with Article 21 of the parties' national agreement. Until Article 21 is implemented, work schedules will be determined by the parties' interim agreement and past practice.

Section 8. Upon request, the Employer will provide NTEU with the cost and frequency associated with the usage of GSA Telework Centers.

Section 9. NTEU at the local level will be provided a copy of all telework agreements; subject to Privacy Act requirements. In addition, if an employee's request to telework is denied, the Employer will provide a copy of the written rationale to the employee and to NTEU.

Section 10. Upon termination of a telework agreement, NTEU will be notified if the employee cannot be placed in the same assigned office space occupied prior to entering into the telework agreement. Under these circumstances, NTEU and DO will attempt to informally resolve the matter but if unsuccessful, NTEU may request to bargain and negotiate in accordance with law and this Agreement.

Section 11. The same rules governing the use of leave as set forth in Article 13 of the parties' national agreement apply during a telework assignment. Until Article 13 is implemented, the use of leave will be determined by the parties' interim agreement and past practice.

Section 12. In accordance with Federal policies and procedures, supervisors will ensure that teleworking employees are working when scheduled through established communication and accountability procedures.

Section 13. An employee must provide written notification to the supervisor, before the end of each pay period, of the hours/days where work was performed by telework in the event that such hours/days conflict with the employee's telework agreement and/or approved leave requests.

Section 14. Overtime, premium pay, travel, and call back will be administered in accordance with the parties' national agreement and current law, rule, or regulation.

Section 15. If the employee is issued written notice that his/her home worksite will be inspected, the notice will also inform the employee that an NTEU representative may be present during the inspection. Normally, such inspections will occur one to two workdays after the written notice. As an alternative, the Employer may notify an employee on a Friday that his/her home worksite will be inspected on the following Monday.

Section 16. Budget and availability permitting, DO will provide supplies and equipment that DO deems necessary for teleworking employees (for example: laptop computer, traditional office supplies). DO will provide these supplies and equipment as the need arises and in accordance with scheduled office and distribution procedures (for example: office supply purchasing schedule, computer refresh schedule). Budget permitting, each office will make appropriate arrangements if teleworking employees are required to make authorized business-related long distance phone calls from their alternative worksite (e.g., use of a prepaid phone card or long-distance calling card). An employee will keep a log of all authorized business-related phone calls made using an Employer-issued prepaid phone card or long-distance calling card, and must turn that log in to his/her supervisor each month.

Section 17. The success of the Telework Program will be determined in accordance with Article 16 of the parties' national agreement (i.e., by the teleworking employee's performance appraisal), the overall accomplishment of the office's mission, and the employees' adherence to the program requirements (i.e., conduct, attendance).

Section 18. As available, the Employer will provide all teleworking employees with necessary space and equipment at their official duty stations when they are not otherwise working at their alternative worksite. The Employer will notify NTEU if the Employer is unable to provide the foregoing. Under these circumstances, NTEU and DO will attempt to informally resolve the matter but if unsuccessful, NTEU may request to bargain in accordance with law and this Agreement.

Section 19.

A. An employee may terminate his or her participation in telework upon providing at least one (1) week's notice to DO (except if circumstances exist that require a shorter notice period).

B. If DO believes that an employee has failed to comply with the requirements of this

Article, the Telework Directive, or the Telework Handbook, the employee may be removed from participation in telework in the following manner:

1) If DO believes that an employee has failed to comply with the telework program, a supervisor will warn the employee on the need to comply with all of the provisions of the program. The supervisor will document this warning and give the employee a copy of the documentation which will include a notice that further failure to comply by the employee will result in suspension of the employee's participation in the program. If the employee's noncompliance warrants disciplinary action this provision does not prevent the supervisor from imposing disciplinary action, without the aforementioned warning, in accordance with this agreement and applicable law and regulation.

2) If the employee continues not to comply with the telework program requirements after such written notification, the supervisor may suspend the employee from participation in the program for up to six months. Following completion of the suspension, the employee shall be allowed to resume participation in the program if no further incidents of noncompliance occurred during the suspension period and all position and employee eligibility criteria continue to be met.

3) If the employee's initial noncompliance with the requirements of the telework program is serious (for example security violations, conducting a personal business during telework hours) the supervisor may remove the employee from participation in the telework program immediately without prior warning. Under these exceptional circumstances, the employee will be considered for resumed participation in the telework program after six months, if no further incidents of noncompliance occurred during the six month period and all position and employee eligibility criteria continue to be met.

C. Either the employee or the supervisor may request a modification of the Telework Agreement (Appendix B of the DO Telework Handbook) in accordance with the terms of
this Article. In the event the employee and the supervisor cannot mutually agree on the modification, the employee reserves the right to file a grievance and, with the consent of NTEU, proceed immediately to expedited arbitration. Alternatively, the employee reserves the right to file a grievance which will be processed in accordance with the procedures of Article 29.

ARTICLE 23
TRAVEL AND PER DIEM

Section 1.

A. Employees shall be reimbursed for travel on official business in accordance with law, regulation, and this Agreement in the maximum amounts permissible.

B. The parties agree that any changes in rates or reimbursement to Federal employees by law or regulation during the life of this Agreement are hereby made part of this Agreement.

C. In any conflict between this Article and regulations issued after the effective date of this Agreement, the terms of this Article shall prevail.

DEFINITIONS

Section 2.

A. For the purpose of this Article, an official duty station" is defined as the specific work location to which an employee is assigned permanently. The official duty station includes the area within a 50-mile radius of the employee's official duty station work location and/or residence from which the employee commutes daily. Required travel to another specific work location outside the official duty station will be treated as travel to a temporary duty station.

B. For the purpose of this Article a "temporary duty station" is defined as any job-site which is outside the employee's official duty station. The parties agree that the definition of temporary duty station is applicable for determinations of mileage and other related travel expenses subject to reimbursement (excluding per diem) in accordance with existing federal travel regulations.

C. For purpose of this Article a "temporary worksite" is defined as any job-site that is not the official duty station work location, but is within the 50-mile radius making up the official duty station. A temporary worksite is applicable for determinations of reimbursement for local travel costs as specified in this article.

Section 3.

A. To the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in a travel status away from his official duty station within the regularly scheduled workweek of the employee. When travel is required outside the regularly scheduled workweek, the Employer shall furnish the employee, upon request, written reasons for his decision. An employee required to travel on his or her own time outside their normal working hours will receive an equivalent amount of compensatory time for travel subject to the provisions of 5 C.F.R. 550, subpart N, Treasury Directive TN-05-002, referenced here for information purposes only, and the terms of Article 37, Overtime and Compensatory Time, Section 9, Compensatory Time for Travel.

B. For FLSA exempt employees, official travel away from an employee's official duty station is hours of work if the travel is:

1) within the days and hours of the employee's regularly scheduled administrative

workweek, including regularly scheduled overtime hours, or

2) outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions:

   a. involves the performance of work while traveling (such as driving a loaded truck);

   b. is incident to travel that involves the performance of work while traveling (such as driving an empty truck back to the point of origin);

   c. is carried out under arduous and unusual conditions (e.g., travel on rough terrain or under extremely severe weather conditions); or

   d. results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena). (5 C.F.R. 550.112(g))

B. For FLSA-covered employees, time spent traveling is hours of work if:

1) an employee is required to travel during regular working hours (i.e., during the regularly scheduled administrative workweek);

2) an employee is required to work during travel (e.g., by being required to drive a Government vehicle as part of a work assignment);

3) an employee is required to travel as a passenger on a one (1) day assignment away from the official duty station; or

4) an employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworkdays that correspond to the employee's regular working hours. (5 C.F.R. 551.422(a))

An employee's normal regularly scheduled administrative workweek may not be adjusted solely to include travel hours that would not otherwise be considered hours of work.

Section 4. It is the responsibility of employees to place themselves at their official duty station and return from there at their own expense; including those occasions when employees work overtime or when they are called back to work to perform involuntary, unscheduled overtime. In general, prior to calling an employee back to work, management will consider alternative courses of action as appropriate.

LOCAL TRAVEL

Section 5.

A. After an employee places himself at his official duty station, the cost to the employee of any local travel required for official purposes during regular hours of work or on overtime shall be reimbursed by the Employer. In this regard, once an employee arrives at his official duty station, he will receive reimbursement for any local travel costs.

B. When an employee travels from his home to a temporary worksite and/or from a temporary worksite to his home, the employee will be reimbursed for any local travel costs in excess of his normal round trip from his home to his official duty station.

C. When an employee travels from his residence to his official duty station, then travels from his official duty station to a temporary worksite, then travels from the temporary worksite back to his home, the employee shall be reimbursed for the local travel costs in excess of his normal daily commute.

D. The local travel reimbursement policies set forth in Subsections A, B and C above apply to travel during overtime assignments as well as assignments during regular hours of work.

Section 6.

A. An employee who regularly utilizes public ground transportation in the performance of official duties shall be reimbursed for the cost thereof upon submission of the appropriate expense voucher and in accordance with appropriate regulations. In the alternative, and where practicable, the Employer may issue fare cards.

B. If use of a rental vehicle is necessary to complete the mission, the Employer's approval must be obtained in advance of the travel.

PER DIEM

Section 7.

A. Employees shall be eligible for per diem or actual subsistence allowance only when they travel to an assignment at a temporary duty station outside the official duty station.

B. For computing meals and incidental expenses, reimbursement allowances, official travel begins when the traveler leaves home, office, or other authorized point of departure and ends when the traveler returns home, to the office, or other authorized point at the conclusion of the trip.

C. In accordance with the Federal Travel Regulation (FTR) issued by GSA, travelers will

be reimbursed 100 percent of the meals and incidental (M&IE) allowance for full days of travel, and 75 percent of the M&IE allowance for the day of departure and last day of travel.

D. For travel of more than twelve (12) hours, but not exceeding twenty-four hours, when lodging is required, per diem shall be computed in the same manner as for travel of more than twenty-four (24) hours.

E. For travel of more than twelve (12) hours, but not exceeding twenty-four (24) hours, when lodging is not required, travelers will be reimbursed at a flat three-fourths (3/4) of the applicable M&IE.

F. Payment of per diem allowance for travel of twelve (12) hours or less is prohibited.

Section 8.

A. If circumstances require an employee's attendance on any day at a time too early to permit travel on that day during normal duty hours of the employee, the employee may travel during normal duty hours the preceding day.

B. When bargaining unit employees elect to travel together via privately owned vehicle, mileage reimbursement will be made only to one (1) employee.

C. When an employee is authorized to use a privately owned vehicle for official business and that vehicle sustains damage, the employee may file a claim in accordance with law.

Section 9.

A. At the discretion of the Employer, an employee on official travel may be required to return to his official duty station during duty hours on non-workdays.

B. In the case of a voluntary return of a traveler to his official duty station (or his place of residence from which he regularly commutes to his official duty station), the employee will be reimbursed for the cost of the round trip home and back to his temporary duty station or the cost of per diem if he had remained at this temporary duty station, whichever is the lesser.

Section 10.

A. When the Employer makes lodging available for an employee on official travel, the employee will have the option of remaining in the Employer-provided lodging or of securing other lodging.

B. If the employee elects to secure his own lodging, the Employer will reimburse the

employee for the cost of the lodging provided by the Employer or the cost of the lodging secured by the employee, whichever is the lesser

C. Where lodging is provided by the Employer, and remaining at the place of lodging is integrally related to, and necessary for, the accomplishment of the purposes for the official travel, the employee may not exercise the option provided in Subsection B above.

Section 11.

A. Upon timely application, the Employer will take all reasonable steps, consistent with current policies and procedures, to provide travel advances to employees prior to the date of departure on official travel.

B. In cases of emergency job related travel, the Employer will take all reasonable steps to provide travel advances to employees in accordance with current policies and procedures.

ARTICLE 24
PROMOTIONS

The DO Merit Promotion and Internal Placement Plan, dated May 20, 2002, has not been negotiated, either separately or as part of this agreement, and is provided here for informational purposes only.

The parties agree that the DO Merit Promotion and Internal Placement Plan, dated May 20, 2002, will apply until it is replaced by DO's new Merit Promotion Plan.

The parties expect to negotiate the new DO Merit Promotion Plan in the Fall of 2008. If NTEU does not receive notice of the new DO Merit Promotion Plan by October of 2008, NTEU reserves the right to re-open negotiations over this Article any time after November of 2008.

ARTICLE 25
OUTSIDE EMPLOYMENT

Section 1.

A. The Employer agrees that an employee may engage in outside employment or participate in or be associated with a business enterprise, with or without compensation, so long as such activity will not:

1) interfere with his efficient performance of his duties or his availability for duty;

2) result in a conflict of interest or the appearance of a conflict with his official duties;

3) bring discredit upon or lower public confidence in the Employer; or

4) conflict with the guidelines set out in the Treasury Ethics handbook and DO directive, DO-611, referenced in I this article for informational purposes only, as long as such guidelines do not conflict with law and government-wide rules and regulations.

B. Approved outside employment, or association with a business enterprise, shall not interfere with an employee's availability for training, overtime, detail or any other assignment whether or not such activity or assignment is scheduled in advance.

Section 2.

Employees desiring to accept or undertake outside employment, or to engage in or be associated with a business enterprise, shall obtain prior approval of the Employer by submitting a completed DO form 90.09, *Outside Employment or Business Activity Request for Departmental Offices Employees*, found in appendix B. The Employer agrees to act on the request no later than twenty-five (25) days of receipt of the request; however, it will aim to respond as soon as possible, generally by the tenth day. If, by the 25th day, the employee has not received approval or a written order not to begin the employment, the employee shall contact the Employer to inquire as to the status of his request and the Employer shall issue a final decision within ten (10) days. These time periods may be extended by mutual agreement. If no response has been issued within the agreed upon time period, the employee may take the matter to the next level supervisor or manager.

A. If the Employer's response is to disapprove the request, it will provide an explanation, in writing, of the statutory, regulatory and/or contractual basis for the denial.

B. If the employee has not changed offices, he need not reapply for approval solely because the approving official has changed.

C. Employees are encouraged to ask for and the Employer further agrees to provide guidance and specific interpretative assistance on questions concerning outside employment when requested in writing by the employee.

Section 3. When the Employer determines that any approved outside employment or association with a business enterprise is inconsistent with the criteria for approval, the employee shall be directed to terminate his employment or association within a reasonable period of time and the employee shall terminate his outside employment by that date. This will be done by a written notice which includes an explanation for the basis of the denial.

Section 4. If the employee challenges the Employer's decision to deny or discontinue such outside employment, the matter may be forwarded to the Office of General Senior Counsel for Ethics, for review and written recommendations.

ARTICLE 26
DISCIPLINARY ACTIONS

Section 1.

A. In the interest of promoting a safe, efficient and effective work environment, and in order to minimize the cost of employee turnover and time off the job, the parties agree that misconduct should be addressed in a fair, impartial and timely manner.

B. The parties recognize that disciplinary actions shall be progressive and not punitive in nature, and shall be designed solely to correct misconduct and alter inappropriate behavior. However, each situation warranting discipline must be evaluated individually and in instances involving serious offenses, progressive discipline may not be appropriate. The parties further recognize and endorse the concept that instances of alleged misconduct should be raised and discussed in a timely manner and resolved at the lowest administrative level, on an informal basis whenever possible. The Employer further agrees to follow a policy in which the proposed discipline relates fairly to the nature of the misconduct.

C. The traditional disciplinary actions covered by the provisions of this article are oral warnings, oral warnings confirmed in writing, written reprimands and suspensions of fourteen (14) days or less. The alternative disciplines covered by the provisions of this article include, but are not necessarily limited to, referrals to the Employee Assistance Program, election for counseling/training, changes in assigned duties, disqualification for a particular assignment, community service, leave without pay, combination of leave without pay and community service, combination of reduced suspension and community service and divestment by the employee of any conflict of interest.

D. The Employer shall decide when the need arises for discipline, and such disciplinary action shall be carried out in a prompt and timely manner. An employee will be subjected to discipline only for such cause as will promote the efficiency of the service.

Section 2.

A. Employees who violate laws, rules or regulates will be subjected to discipline in accordance with the gravity of the misconduct engaged in. Discipline may be in addition to any penalty prescribed by law. If a suspension or other disciplinary action is necessary, it will be taken and effected in accordance with applicable laws and regulations. Disciplinary action may include but is not necessarily limited to the actions specified in Section 1.C.

B. An emergency suspension may be imposed immediately under exigent circumstances (e.g. violent or threatening behavior that presents an immediate danger to employees) without first going through the procedures in Section 10.

ALTERNATIVE DISCIPLINE

Section 3.

A. In cases where suspensions without pay for periods of fourteen (14) days or less are proposed (for purposes other than an emergency suspension related to an adverse action) the employee, the Union, if designated as the employee's representative, and the deciding official may agree that the alternative discipline in lieu of the suspension is appropriate. An agreement to use alternative discipline requires the mutual agreement of the employee, the Union, if designated, and the deciding official. A decision by the Employer not to agree to alternate discipline is not subject to the parties' grievance procedure. If the Union has not been designated by the employee as its representative, the Union will be provided a sanitized copy of the letter of alternative discipline, normally within one week of signing. Nothing in this section precludes an employee from having a representative other than a Union representative.

B. After receipt of a letter proposing a suspension of fourteen (14) days of less, either party may request a meeting to discuss alternative discipline. Any meeting will be attended by the employee, a union representative, if designated, and the deciding official. Only those additional agency and union representatives who have relevant information or who are necessary to make a decision may attend.

C. Employees shall not be required to admit misconduct until complete agreement is reached to utilize alternative discipline. If agreement is reached, discipline will implemented as described in Section D., below. If no agreement is reached, no inference of misconduct can be drawn from the request for an alternative discipline meeting.

D. All such alternative discipline shall be set forth in a letter that contains the following:

1) an accurate and full description of the employee's misconduct;

2) the employee's admission to having engaged in the misconduct;

3) the employee's promise to correct the inappropriate behavior;

4) descriptions of the specific suspension that would have been called for and the specific alternative discipline;

5) acknowledgement that the letter may be used to support possible future disciplinary actions, based on new acts of misconduct committed by the employee, for up to two (2) years;

6) the specific disciplinary action that will be imposed if the employee fails to comply with the terms of the alternative disciplinary letter (disciplinary action may be less than that originally proposed);

7) a waiver of the employee's appeal and /or grievance rights;

8) a statement that the agreement was voluntarily entered into by the employee, the Union, if designated, and the Employer; and

9) Signatures of the employee, the deciding official, and the Union representative, if designated.

E. Actions taken based on the Employer's allegation of non-compliance with an alternative disciplinary letter are grievable under Article 29.

Section 4. In determining what disciplinary action is appropriate, the deciding official shall give due consideration to the relevance of any mitigating or aggravating circumstances. The following factors are neither meant to be exhaustive nor intended to be applied mechanically, but rather are included herein to illustrate reasonableness:

A. The nature and seriousness of the misconduct and its relation to the employee's duties;

B. The employee's job level and type of employment, including supervisory or fiduciary role, contact with the public, prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record, including length of service, performance, ability to relate to other employees, dependability;

E. The effect of the misconduct on the employee's ability to perform at a satisfactory level and its effect on the supervisor's confidence in the employee;

F. Consistency of the disciplinary action with those imposed upon other employees for engaging in the same or similar misconduct;

G. Consistency of the disciplinary action with any applicable agency table of remedial actions;

H. The notoriety of the misconduct and its impact upon the reputation of the Departmental Offices;

I. The effect of a suspension on the employee's ability to perform at a satisfactory level and its impact on public confidence in the employee and the Departmental Offices;

J. The clarity with which the employee was notified of any rules, regulations, or standards of conduct that were violated, or had been warned about engaging in the conduct in question;

K. Potential for correcting the inappropriate behavior ;

L. Mitigating circumstances surrounding the conduct in question such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice or provocation on the part of others in the matter;

M. The adequacy and effectiveness of alternative discipline to deter suck conduct in the future by the employee or others.

Section 5. The Employer reserves the rights to discipline employees and to propose the disciplinary action it deems appropriate for the misconduct. When selecting the appropriate proposed disciplinary action, the Employer will strive for consistency with those proposed for other employees for engaging in the same or similar misconduct and the guidelines contained in the Employer's Table of Penalties.

Section 6.

A. Where the Union has been selected by an employee to provide representation, it shall be notified in advance of and given the opportunity to be represented at a discussion between the Employer and an employee regarding a disciplinary action or proposed disciplinary action. Employees shall be informed of their right to Union representation before the meeting. The mere issuance of a proposal or decision letter does not constitute a discussion for purposes of this Section. In addition, employees shall be informed of their right to request NTEU representation in those circumstances covered by Section 6.B.(1) below.

B. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

1) the employee believes that the examination may result in subjecting him to a disciplinary action; and

2) the employee requests representation.

Section 7. When an employee has been issued an oral warning or an oral warning confirmed in writing, or a written reprimand, the employee or the Union may grieve the matter pursuant to Article 29. If the decision on the grievance is unsatisfactory, the Union may advance the matter to expedited arbitration pursuant to Article 30, Section 11.B.

Section 8

A. An employee will, in any proposed disciplinary action, be furnished a copy of those portions of all written documents which contain information or evidence relief upon by the Employer as the basis for the disciplinary action. The Employer will also provide the employee with a copy of those portions of written documents that are favorable to the

employee and related to the disciplinary action. If the disciplinary action is based on an investigative report, that report shall also be furnished to the employee commensurate with any security or privacy requirements. However, if relevant portions of an investigative report supporting an adverse action are not provided, they shall not be used as a basis to support to support the adverse action. If relevant portions favorable to the employee are not provided, a summary of the favorable materials shall be provided to the employee.

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

C. Information that would otherwise be provided under this Section may be excluded in accordance with the requirements and provisions of the Freedom of Information Act and the Privacy Act and security concerns as set forth in Section 8A above.

Section 9. When the Employer proposes to suspend an employee for purposes other than an emergency suspension related to an adverse action, the following procedures will apply:

A. The Employer will provide employees with advance notice of a proposed suspension. The written notice shall state the specific reasons for the proposed suspension;

B. The employee shall be provided with reasonable time (normally fourteen (14) calendar days), from receipt of notice of suspension and all information as defined in Section 8 of this Article, to answer the charges and specifications orally and/or in writing. If the employee wishes to make an oral reply, the request for an oral reply must be made within seven (7) calendar days of the date the employee receives the letter of proposal and all information. The Employee may submit affidavits and/or other documentary evidence in support of the answer. In no case will the employee be required to present his reply sooner than seven (7) calendars days after receiving the material relied upon in the notice;

C. The employee shall have the right to be represented by the Union, or by an attorney or other representative of his own choosing, in connection with the oral and/or written reply.

D. An employee will have the right to raise any defense to a proposed suspension allowed by applicable laws and regulations;

E. The Employer shall prepare a summary of any oral reply and provide a copy to the employee. If the employee has a representative, a copy will also be provided to the employee's Union or other representative. The employee may review the summary and make corrections or submit his version of the summary within seven calendar days of receipt of the summary if corrections are not mutually agreeable;

F. The Employer's final decision shall contain the reasons supporting the decision; will address employee allegations of pertinent factual discrepancies concerning the incident; and will be served upon the employee and the Union of other representative. For the purpose of computing any time limit which may be relevant to the suspension, the date of service on the employee shall be controlling. In no case shall the effective date of the suspension be less than fourteen (14) days after the date of service on the employee unless the Employer has reasonable cause to believe that the employee has committed a crime punishable by imprisonment.

G. The employee shall be provided copies of the notice of proposed suspension, the answer of the employee if written, a summary of the answer if made orally, the notice of decision and reasons therefore, and any order affecting the suspension, together with any supporting material. The materials referred to in this Subsection, together with the grievance appeal and answer, if any, shall constitute the official grievance file in cases of suspensions of fourteen (14) days or less.

Section 10.

A. Suspensions of one (1) to fourteen (14) days may be appealed through the expedited arbitration provisions of Article 30, Section 11 within fourteen (14) days after receipt of the decision to effect the suspension, or beginning at Step 2 of the grievance provisions of Article 29 within seven (7) days after receipt of the decision to effect the suspension. If the grievance is not resolved at Step 2, it may be advanced to Step 3, and if not resolved, appealed to expedited arbitration at the discretion of the Union.

B. The suspension will be stayed during the grievance, and if applicable, expedited arbitration procedures unless the agency has reasonable cause to believe that the employee has committed a crime punishable by imprisonment.

Section 11. Disciplinary actions which could otherwise be appealed to arbitration may not be processed under Article 30 while the matter is pending before a Federal Court, or the employee is under arrest, indictment, or information.

Section 12.

A. Any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties.

B. Reasonable extensions of time will be granted by the Employer, on a case-by-case basis, upon good cause shown.

Section 13. Unless they are being used to support a disciplinary action which was initiated prior to the date the record would normally be expunged, the following shall apply.

A. Alternative remediation letters will be purged from an employee's official files no later than two (2) years after being placed therein.

B. Oral warnings and oral warnings confirmed in writing will be purged no later than one year after being placed therein.

C. Letters of reprimand will be purged no later than eighteen (18) months after their issuance.

Section 14. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 9 above will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the Agency. This statement will explain why and how the nexus exists, e.g., what effect the misconduct has on the efficiency of the Agency.

ARTICLE 27
ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE

Section 1.

A. The actions covered by the provisions of this Article are: reduction in grade and removal for unacceptable performance, for employees serving in bargaining unit positions at the time the action was initiated.

B. The Employer shall determine when the need arises for such action, i.e. the employee's performance is at an unacceptable level in one or more critical elements and the action shall be carried out in a prompt and timely manner in accordance with law and regulation.

C. Prior to initiating any such action, the Employer will provide a Performance Improvement Period (PIP). The employee will be provided a reasonable period of time, at least sixty (60) days, to improve his/her performance to above the Unacceptable level. The PIP will contain:

1) identification of the critical element(s) for which performance is unacceptable;

2) performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position and an explanation and/or examples of the specific duties which are not being performed adequately;

3) an offer of assistance to the employee in improving unacceptable performance;

4) a statement that the employee will be given a minimum of sixty (60) days to demonstrate improvement in performance;

5) a warning that the employee may be reduced in grade or removed unless his/her performance in the critical element(s) (or equivalent) improves to and is sustained at an acceptable level; and

D. Where sufficient improvement to meet an acceptable level of performance has not been demonstrated during the sixty (60) day period, the PIP may be extended for a reasonable period of time or the Employer shall initiate reduction in grade, or removal action, as appropriate.

Section 2. Once a determination has been made to proceed with actions indicated in Subsection 1.A. of this Article, if the affected bargaining unit employee requests union representation at a meeting scheduled in regard to that action, the Union will be provided with advance notice and will be given a reasonable opportunity to attend that meeting with the affected bargaining unit employee concerning that action.

Section 3. An employee whose reduction in grade or removal is proposed under this Article shall be provided with at least thirty (30) days, but not more than sixty (60) days, advance written notice which identifies:

A. specific instances of unacceptable performance by the employee on which the proposed action is based;

B. the critical elements performance expectations of the employee's position involved in each instance of unacceptable performance;

C. that the employee shall receive a reasonable amount of official time to review the material relied upon to support the proposed action and to prepare an answer orally and/or in writing;

D. that the employee has the right to be represented by the Union or an attorney or other representative of his own choosing; and

E. that the Employer will provide a written decision and specific reasons therefore at the earliest practicable date.

Section 4. Where an action is proposed under this Article, an employee will be provided with a copy of those portions of all written documents relied upon by the Employer in proposing the action. Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act.

Section 5.

A. An employee against whom an action is proposed under this Article shall be provided with reasonable time (normally fourteen (14) days) from receipt of notice of the

proposed action, to review material relied upon by the Employer and answer the proposed action orally and/or in writing. The employee may request a reasonable extension of time to review information provided pursuant to Section 4 above, to answer the proposed action orally and/or in writing, and to request an oral reply pursuant to this Section, which will be granted on a case-by-case basis, upon good cause shown. The employee may submit affidavits and/or other documentary evidence in support of the answer. If the employee wishes to make an oral reply, the request for an oral reply must be made within seven (7) days of the date the employee receives the letter of proposal.

B. The employee shall have the right to be represented by the Union or an attorney or other representative of his own choosing in connection with the oral and/or written reply, unless the employee's choice of representative causes a conflict of interest or position, unreasonable costs to DO, or whose priority work assignments precludes his or her release from official duties.

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

D. The Employer shall prepare a summary of any oral reply. The employee may review the summary and make corrections or shall submit his version of the summary within a reasonable amount of time if corrections are not mutually agreeable.

E. The management official presiding at the oral reply will be familiar with the case file, including the employee's written reply if one was previously submitted.

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

Section 6.

A. The decision to retain, reduce in grade, or remove an employee:

1) shall be made within thirty (30) days after the date of expiration of the notice period, and

2) in the case of a reduction-in-grade or removal, may be based, in accordance with law and regulations, only on those instances of unacceptable performance by the employee which occurred during the one (1) year period ending on the date the notice was issued under Section 3 above.

B. The decision shall:

1) specify, or cite by reference to the proposal letter, the instances of unacceptable performance by the employee on which the reduction in grade or removal is based;

2) be concurred with by a DO manager who is a higher position than the person who proposed the action; and

3) contain the reasons supporting the decision, will address employee allegations of pertinent factual discrepancies concerning the incident, and will be served upon the employee.

Section 7.

A. The employee shall be provided with a copy of the notice of proposed action, the answer of the employee when written, a summary thereof when made orally, the notice of decision and reasons therefore, and any personnel action covered by this Article, together with any supporting material relied upon by the deciding official.

B. The material set forth in Subsection A shall be furnished to the Merit Systems Protection Board upon its request.

Section 8.

A. Adverse decisions under this Article may be appealed to the Merit Systems Protection Board or, with the consent of the Union, directly to arbitration, but not both.

B. An employee shall be deemed to have exercised his option under this Section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board, or arbitration is invoked, whichever event occurs first.

C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union or an attorney or other representative of his own choosing. An employee who elects to appeal an action under the grievance procedures provided in the Agreement may be represented only by the Union.

Section 9. Where the Union moves a matter to arbitration under this Article:

A. The materials referred to in Section 7 together with the grievance file shall constitute the official file.

B. The arbitrator shall be governed by Section 7701(c)(1)(A) of Title 5, United States Code (i.e., the Employer shall bear the burden of proof and the decision of the Employer shall be sustained only if the Employer's decision is supported by substantial evidence).

C. The Employer's decision affecting any action under this Article may not be sustained if the Union:

1) proves harmful error to the employee in the application of the procedures of this Article in arriving at such decision; or

2) proves that the decision was based on any prohibited personnel practice described in Article 6; or

3) proves that the decision was not in accordance with law.

Section 10.

A. Any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties.

B. Reasonable extensions of time will be granted by the Employer on a case-by-case basis, upon good cause shown.

Section 11. If because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under Section 3 of this Article, any entry or other notation of the unacceptable performance for which the action was proposed under this Article shall be removed from any agency record relating to the employee.

Section 12. The provisions of this Article do not apply to those employees specifically excluded by governing law or regulation.

ARTICLE 28
ADVERSE ACTIONS

Section 1.

A. The actions covered by the provisions of this Article are removals, suspensions for more than fourteen (14) days, reductions in grade, reductions in pay, and furloughs of thirty (30) days or less for employees serving in bargaining unit positions at the time the action is initiated.

B. The Employer shall determine when the need arises for such adverse actions, and such actions shall be carried out in a prompt and timely manner. An employee will be subject to adverse action only for such cause as will promote the efficiency of the Service. However, the Employer may not take any adverse action against an employee for any reason prohibited by Article 6 (Protection Against Prohibited Personnel Practices).

Section 2.

A. When an employee is faced with an Employer-initiated adverse action, the employee shall have the right to resign his or her position with the Employer. Such resignation may be made effective at any time prior to the effective date of the adverse action. In circumstances where an employee initially opts to resign rather than face an Employer – initiated adverse action and then changes his/her mind, the Employer initiated action shall be reinstated and proceed in accordance with law.

B. Any resignation shall not be secured by coercion.

C. An employee may withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the resigning employee.

Section 3. Except for reductions in grade or pay based upon a classification action or decision and furloughs of thirty (30) days or less, adverse actions taken for disciplinary reasons shall generally be progressive and non-punitive in nature and except for removal actions, shall be designed to correct the conduct of an offending employee. However, each situation warranting discipline must be evaluated individually and in instances involving serious offenses, progressive discipline may not be appropriate. In addition, the remedy shall relate fairly to the offense.

Section 4. Except for reductions in grade or pay based upon a classification action or decision and furloughs of thirty (30) days or less, in deciding what action is appropriate, the Employer shall give due consideration to the relevance of any mitigating or aggravating circumstances. The following factors, included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness:

A. The nature and seriousness of the offense and its relation to the employee's duties;

B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public or prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record, including length of service, performance, ability to relate to employees, dependability;

E. The effect of the offense on the employee's ability to perform at a successful level and its effect on the supervisors' confidence in the employee;

F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

G. Consistency of the penalty with any applicable agency table of penalties;

H. The notoriety of the offense and its impact upon the reputation of the Service;

I. The effect of the action on the employee's ability to perform at a successful level and its impact on public confidence in the Employee and the Departmental Offices;

J. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

K. Potential for correcting the inappropriate behavior;

L. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice or provocation on the part of others in the matter;

M. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 5. Where the Union has been designated as an employee's representative, it shall be notified in advance of and given the opportunity to be represented at a discussion between the Employer and an employee regarding an adverse action, including a dispute concerning an adverse action. Employees shall be informed of their right to Union representation prior to the meeting.

Section 6.

A. An employee will, in any adverse action, be furnished a copy of those portions of all written documents which contain information or evidence relied upon by the Employer as the basis for the adverse action. The Employer will also provide the employee with a copy of those portions of written documents that are favorable to the employee and related to the adverse action. If the adverse action is based on an investigative report, relevant portions of that report shall also be furnished to the employee, including portions which are favorable to the employee, commensurate with any security or privacy requirements. However, if relevant portions of an investigative report supporting an adverse action are not provided, they shall not be used as a basis to support the adverse action. If relevant portions favorable to the employee are not provided, a summary of the favorable material shall be provided to the employee

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

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

Section 7. Where an action is proposed under this Article, the employee against whom an action is proposed is entitled to:

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

B. reasonable time (normally fourteen (14) days), from receipt of notice of adverse action and all information as defined in Section 6 of this Article, to answer the charges and specifications orally and/or in writing. If the employee wishes to make an oral reply, the request for an oral reply must be made within seven (7) days of the date the employee receives the letter of proposal and all information. The Employee may submit affidavits and/or other documentary evidence in support of the answer. In no case will the employee be required to present his reply sooner than three (3) working days after receiving the material relied upon in the notice.

C. be represented by the Union, or by an attorney or other representative of his own choosing, in connection with the action; and

D. a written decision and the specific reasons supporting the action at the earliest practicable date.

Section 8. The notice of proposed adverse action shall include the following:

A. a statement of the charges, specifications and reasons for the action proposed;

B. a statement that the employee shall receive a reasonable amount of official time to review the material relied upon to support the charges and to prepare an answer to the charges orally and/or in writing;

C. a statement that the employee has the right to be represented by the Union or an attorney or other representative of his own choosing in accordance with Article 27 Section 5.B.; and

D. a statement that the agency will provide a written decision and specific reasons supporting the action, at the earliest practicable date.

Section 9.

A. The employee shall have the right to be represented by the Union, or by an attorney or other representative of his own choosing, in connection with the oral and/or written reply.

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

C. The management official presiding at the oral reply will have reviewed the entire case file, including the employee's written reply if one was previously submitted.

D. The Employer shall prepare a summary of any oral reply. The employee may review the summary and make corrections or submit his version of the summary within a reasonable amount of time if corrections are not mutually agreeable.

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

Section 10. The Employer's final decision shall contain the reasons supporting the decision; will address employee allegations of pertinent factual discrepancies concerning the incident; and will be served upon the employee. If the employee has a representative, a copy of the final decision will also be served upon the employee's Union or other representative. For the purpose of computing any time limit which may be relevant to the adverse action, the date of service on the employee shall be controlling.

Section 11.

A. The employee shall be provided copies of the notice of proposed action, the answer of the employee if written, a summary of the answer if made orally, the notice of decision and reasons supporting the action, the Standard Form 50 effecting the action. Additional supporting material, if any, shall be provided upon request.

B. The materials set forth in Subsection A, shall constitute the official grievance file in cases of adverse action advanced to arbitration under Article 30.

Section 12.

A. If the Employer's final decision is to effect an adverse action against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law, or with the consent of the Union directly to arbitration, but not both. In accordance with Article 30, arbitration must be invoked by the Union within thirty (30) days of the employee's receipt of the final adverse action decision.

B. An employee shall be deemed to have exercised his option under this Section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board or arbitration is invoked.

C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union or an attorney or other representative of his own choosing. If the union appeals the action to arbitration, the employee may be represented only by the union.

Section 13. Where the Union moves a matter to arbitration under this Article:

A. The arbitrator shall be governed by Section 7701 (c)(1)(B) of Title 5, United States Code, i.e., the Employer shall bear the burden of proof and the decision of the Employer shall be sustained only if the Employer's decision is supported by a preponderance of the evidence.

B. The Employer's decision effecting any action under this Article may not be sustained if the Union:

1) shows harmful error to the employee in the application of the procedures of this Article in arriving at such decision;

2) shows that the decision was based on any prohibited personnel practice described in Article 6; or

3) shows that the decision was not in accordance with the law.

Section 14.

A. Any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties.

B. Reasonable extensions of time will be granted by the Employer, on a case-by-case basis, upon good cause shown.

Section 15.

A. The provisions of this Article apply only to employees specifically covered by the governing statute.

B. The provisions do not apply to:

1) a suspension or removal in the interests of national security initiated under Section 7532 of Title 5, United States Code;

2) a reduction in force action under Article 12 of this Agreement; or

3) a reduction in grade or removal based upon unacceptable performance initiated under Article 27 of this Agreement.

Section 16. This Article shall apply to an action which involves both performance and non-performance related factors.

Section 17. In cases where adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification provided for in Section 8 above will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. This statement will explain why and how the nexus exists, e.g. what effect does the misconduct have on the efficiency of the service.

ARTICLE 29
GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This negotiated procedure shall be the exclusive procedure available to employees, the Union and the Employer for resolving grievances that fall within its coverage. The Union shall be the exclusive representative of an employee or group of employees who use this procedure and elect to be represented. However, any employee may present a grievance to the Employer on their own behalf as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustment.

Section 2.

A. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances promptly. As grievances are likely to arise in any work situation, the initiation of a grievance in good faith shall not be cause for resentment on anyone's part, nor will anyone's desirability or loyalty to the Agency be questioned.

B. Employees who initiate a grievance, Union representatives, and other employees involved in a grievance shall be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal.

Section 3. For the purpose of this Article, grievance means any issue raised:

A. by any employee in the bargaining unit concerning any matter relating to the employment of the employee;

B. by the Union (NTEU local Chapter and/or NTEU National) concerning any matter relating to the employment of any employee within the bargaining unit; or

C. by any employee within the bargaining unit, by the Union, or by the Employer concerning:

1) the effect or interpretation, or a claim of breach of this Agreement; or

2) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 4.

A. The following matters are specifically excluded from the coverage of this Article:

1) any claimed violation of Subchapter III of Title 5 of the United States Code (related to prohibited political activities).

2) retirement, life insurance, or health insurance;

3) a suspension or removal under Section 7532 of Title 5 of the United States Code (in the interest of national security);

4) any examination, certification, or appointment;

5) the classification of any position which does not result in the reduction in grade or pay of any employee;

6) non-selection from a group of properly ranked and certified candidates in the filing of positions unless the basis of the dispute involves a statutory violation, (e.g., EEO, Prohibited Personnel Practice, CSRA, etc.);

7) non-adoption of a suggestion;

8) a warning or proposal of an action which, if effected, would be grievable under his procedure or appealable under a statutory procedure;

9) separation of probationary employees (except as permitted by law;)

10) the content of agency ethics rules, to the extend these are consistent with law, rule or regulation.

11) Filling of supervisory positions or other positions outside the bargaining unit

B. This grievance procedure shall be the exclusive administrative procedure available to the parties and the employees for resolving matters that fall within its coverage except as provided in Subsections C and D of this Section; provided, however that is an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved party has the option to seek redress under this Article or under the unfair labor practice procedures of the Federal Service Labor-Management Relations Statute, but not both. An employee is deemed to have exercised his/her options to raise a matter as an unfair labor practice

or as a grievance at such time as the employee timely files an unfair labor practice or as a grievance at such time as the employee timely files an unfair labor practice charge or timely files a grievance writing in accordance with the provisions of this Article, whichever occurs first.

C. A grievance involving an adverse action or unacceptable performance action is defined as removal, suspension for more than 14 calendar days, reduction in grade, reduction in pay, or furlough of 30 calendar days or less. Such actions may be appealed under the appropriate statutory procedure or under this negotiated grievance procedure but not both. An employee shall be deemed to have exercised his option at such time as he or she timely files a notice of appeal under the applicable procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

D. A complaint involving a claim of discrimination based upon race, color, religion, gender, national origin, age or handicapping condition may, at the discretion of the employee, be raised either under the Employer's EEO administrative complaint process or through this negotiated grievance procedure, but not both. Pursuant to Title 5 U.S.C. Section 7121 (d), an employee will be deemed to have exercised his/her option to raise a matter either under the Employer's EEO administrative complaint process or under the grievance procedure at such time as the employee timely files a formal complaint of discrimination or timely files a grievance in writing in accordance with the provisions of this grievance procedure, whichever event occurs first. Consultation with an EEO counselor does not constitute filing a formal EEO complaint. Claims of discrimination based on sexual orientation, which are not covered by the statutory appeal procedure, may only be raised under this negotiated grievance procedure.

Section 5. Except as set forth in Section 4 above, the procedures set forth in this Article shall be the exclusive administrative procedures available to bargaining unit employees and the parties for resolving grievances which fall within its coverage.

Section 6. Grievances under this Article may be initiated by bargaining unit employees either singly or jointly. The Union may initiate a grievance in accordance with Subsections 3.B.and 3.C., above. The Employer may initiate a grievance in accordance with Subsection 3.C., above.

Section 7. When two (2) or more employees raise an issue involving the same facts or events arising out of the same incident, the grievances shall be consolidated and processed through the grievance and arbitration procedure together. A maximum of three (3) employees who raise such an issue will attend any meeting concerning any consolidated grievance.

Section 8.

A. Grievances shall be filed using the "GRIEVANCE FORM" found in Appendix C, which will contain the following:

1) the specific Article(s) and Section(s) of this Agreement, or Section(s) of the law, rule or regulation alleged to have been violated; or the employment condition in dispute;

2) statement of the circumstances and/or incidents giving rise to the issue including all relevant dates, times and places and the responsible management official involved;

3) name of grievant;

4) name of grievant's immediate supervisor;

5) date grievance is submitted to immediate supervisor;

6) name and telephone number of NTEU representative (if any);

7) whether a step 1 meeting is requested; and

8) specific action requested.

B. Grievances containing the language "any other remedies that may be appropriate in accordance with law and regulation" are sufficient to identify the action requested.

Section 9.

A. An employee shall have the right to be represented and advised by a Union representative during the processing of any grievance under this Article. An employee shall also have the right to be accompanied by a Union representative at any meetings which the employee may attend during the processing of the grievance.

B. An employee or group of employees shall have the right to raise an issue under this Article without representation by the Union. If the Employer elects to resolve an issue raised by a non-represented employee the resolution must be consistent with the terms and provisions of this Agreement. The Union will be given an opportunity to be present at any meeting between management and employees where the grievance is discussed. The Union will be provided with a copy of any answer to the grievance filing.

C. Grievance meetings are intended to provide the opportunity for the employee or the Union to present and discuss aspects of the issues giving rise to the grievance with the supervisors in an attempt to clarify issues and find an appropriate resolution.

Section 10.

Step 1.

A. A grievance must be filed with the immediate supervisor within thirty-one (31) calendar days of the incident giving rise to the grievance or the date upon which the aggrieved employee became aware of the incident. Grievances which are continuing in nature may be filed at any time. In cases where there is an allegation of a statutory violation (e.g. an unfair labor practice), the grievance must be filed no later than the statutory time frame. The grievance filer will be provided notification that the grievance has been received.

   1) If the immediate supervisor was not responsible for or involved in the issue being grieved or does not have the authority to resolve the grievance, the employee or the Union and the employee's immediate supervisor will jointly forward the written request for a meeting to the manager responsible for or directly involved in the issue or to the manager who has the authority to resolve the grievance.

B. A grievance meeting, if requested, shall take place within fourteen (14) calendar days after the grievance has been presented to the appropriate management official. This period may be extended up to three (3) additional days by agreement of the parties. The meeting shall take place at the employee's work location unless the parties agree otherwise.

   1) Present at such meetings will be the grievant, the Union representative, the individual alleged to have taken the grieved action, and the individual who has the authority to resolve the grievance. The Employer and the Union may also have one other representative present. Participants, absent mutual agreement, will hold such meetings face-to-face; individuals unable to be physically present at such meetings will participate in them through telephone conferencing or some other audio-visual technology.

   2) If the issue involves a group or consolidated set of facts or events arising out of the same incident, no more than three (3) employees raising the issue may be designated to attend or participate in such meetings.

C. The employee and the Union representative will be provided a written response addressing the issues raised by the grievant within fourteen (14) calendar days of the date of the meeting. If the grievant waives his or right to a meeting, the written grievance response will be provided within seven (7) calendar days of the grievance filing.

Step 2.

A. If the employee or Union is dissatisfied with the response provided in Step 1, the employee or the Union may appeal the grievance to the appropriate next higher level of management within fourteen (14) calendar days of the receipt of the Step 1 decision. If

an appeal is made, either party may request that a meeting be held to discuss the matter or the parties may agree that no meeting be held. If either party elects a meeting, it shall take place within fourteen (14) calendar days of the notice of appeal.

B. The grievant, a designated union representative, and the next higher-level manager, or designee, will meet face-to-face, unless the parties mutually agree to a telephonic meeting. The Employer and the Union may also have one other representative present. Individuals unable to be physically present at such meetings will participate in them through telephone conferencing or some other audio-visual technology.

1) If the issue involves a group or consolidated set of facts or events arising out of the same incident, no more than three (3) employees raising the issue may be designated to attend or participate in such meetings.

C. The employee and the Union representative will be provided a written grievance response addressing the issues raised by the grievant within fourteen (14) calendar days of the date of the meeting. If the grievant waives his or her right to a meeting, the written grievance response will be provided within seven (7) calendar days of the receipt of the appeal.

Step 3.

A. If an employee or the Union is dissatisfied with the decision rendered at Step 2 above, he or she may appeal the grievance to the appropriate next higher level management within fourteen (14) calendars days of receipt of the Step 2 decision. If an appeal is made, either party may request that a meeting be held to discuss the matter or the parties may agree that no meeting be held. If either party elects a meeting, it shall take place within fourteen (14) calendar days of the receipt of the appeal.

B. The grievant, the Union Chapter President, or designee, the executive who supervises the Step 2 management official, or designee, will meet face-to-face, unless the parties mutually agree to a telephonic meeting. The Employer and the Union may also have one other representative present. Individuals unable to be physically present at such meetings will participate in them through telephone conferencing or some other audio-visual technology.

1) If the issue involves a group or consolidated set of facts or events arising out of the same incident, no more than three (3) employees raising the issue may be designated to attend or participate in such meetings.

C. The employee and the Union representative will be provided a written grievance response addressing the issues raised by the grievant within fourteen (14) calendar days of the close of the meeting. If the grievant waives his or her right to a meeting, the written grievance response will be provided within seven (7) calendar days of the receipt of the appeal.

Section 11. Evidence that is relevant to the resolution of the grievance may be introduced as any stage of the grievance process. In addition, to the individuals listed above, witnesses with relevant information may also attend grievance meetings.

Section 12. Matters are not resolved in the grievance procedure may, with the approval of the Union, be invoked to arbitration in accordance with the procedures set forth in Article 30.

Section 13. Employees and or union officials attending or participating telephonically in meetings under the grievance procedure shall be afforded official time in accordance with this Article

Section 14. The National President of the Union, or designee, may file a written grievance against the Employer by service on the Employer's Assistant Secretary for Management, or designee. Similarly, the Employer's Assistant Secretary for Management, or designee, may file a written grievance against the Union by filing a written grievance with the Union's National President, or designee. Representatives of each Party shall meet within fourteen (14) days of the filing to discuss the grievance. The party served with a grievance will provide a written answer to the filing within fourteen (14) calendar day after the meeting or the receipt of the grievance if no meeting is held.

Section 15.

A. If the Employer fails to meet any of the time limits set forth in this Article, the party raising the issue will be entitle to move the grievance to the next higher step.

B. Any of the time limits or steps set forth in this Article may be waived or extended by agreement of the parties. The time limits specified for each step of this procedure shall be computed from the day after the receipt of a grievance or an appeal by the Employee and from the day after the receipt of a response by the Union.

C. "Days" means calendar days. If the day an action must be completed under this Article falls on a Saturday, Sunday or a holiday, the due date shall be the next regular business day (Monday through Friday).

D. Responses to grievances shall be provided in a timely manner by the Employer with the appropriate Union representative, chief steward and employee raising the issue.

E. The Union has a right to necessary and relevant information related to the grievance. The Employer will inform the Union within ten (10) calendar days whether information requested under 5 U.S.C. § 7114 (b)(4) will be supplied. Where the Employer has determined to supply such information, the parties agree that the time limits for filing grievances, taking grievance to later steps, including arbitration, will, at the Union's option, be suspended until the information is provided.

Section 16. A final decision or settlement of any grievance prior to an arbitration decision shall apply only to that grievance and shall not, in any manner, constitute a precedent that is binding on either party for other grievances.

ARTICLE 30
ARBITRATION

Section 1. Only the Union or the Employer may invoke the procedures set forth in this Article.

Section 2. All matters excluded from the coverage of the Grievance Procedure, Article 29 are specifically excluded from consideration under the terms of this Article.

Section 3.

A. If there is no resolution by the parties under Article 29, or either party has not issued a Step 3 decision or national grievance response (see Section 14) in a timely manner, the matter may be moved to arbitration. The party invoking arbitration shall inform the other party in writing within thirty (30) days after written receipt of notification of the Step 3 decision, or at any time after a Step 3 or national grievance response should have been issued.

B. Within forty five (45) days of the arbitration invocation, the parties shall select an arbitrator in accordance with Section 4. If either party fails to participate in the selection of the arbitrator, the other party may unilaterally select an arbitrator from a list provided by the Federal Mediation and Conciliation Service.

Section 4.

A. The parties agree to select arbitrators as follows:

1) the moving party will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and will contact the other party after receipt of the list for the purpose of selecting an arbitrator;

2) the parties will each strike one arbitrator's name from the list of seven and then repeat the procedure until one person remains who shall be the duly selected arbitrator; and

3) the parties will toss a coin to determine which party will strike first.

B. All arbitrations which raise EEO allegations will be heard by an arbitrator who has expertise in EEO law and experience in EEO related cases, absent agreement of the parties to do otherwise.

Section 5.

A. Following the selection of the arbitrator and his or her acceptance, the arbitrator will furnish three (3) dates within the following sixty (60) day period on which the hearing may be held. If those dates are unacceptable to the parties, or if the arbitrator is unavailable during this initial sixty (60) day period, the arbitrator will schedule the hearing at his discretion within the following sixty (60) day period.

B. Following the selection of the arbitrator and his acceptance, the parties will prepare a joint letter submitting the matter in dispute to the arbitrator. The letter shall present, in question form, the issue on which arbitration is sought, including questions of disputability and arbitrability, and the positions of the parties regarding the issues. If the parties cannot agree on the issue on which arbitration is sought, each party shall prepare its version of the issue and submit it to the arbitrator, together with their respective positions.

C. Copies of any and all documents filed with the arbitrator at any stage of the arbitration proceeding shall be simultaneously served on the other party.

Section 6. Arbitration hearings will be rotated between the Employer's premises, at the grievant's post of duty, and the Union's premises, or any site mutually agreed to by the parties.

Section 7. The parties agree that the following procedures apply to arbitration hearings under this Article:

A. Arbitration hearings are administrative in nature and not court proceedings. The rules of evidence have only general applicability, but the arbitrator shall exclude irrelevant or unduly repetitious testimony. Except as expressed in this Agreement, the arbitrator shall determine the procedures to be followed at the hearing, and shall explain such procedures to both parties at the outset of the hearing.

B. The parties may offer such relevant and non-repetitious evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.

C. Arbitration hearings shall normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the grievance. Upon good cause shown the arbitrator may close the hearing.

D. Normally, the parties agree to exchange complete lists of prospective witnesses at least fifteen (15) days prior to the hearing. The parties shall attempt to agree on witnesses to testify at the hearing. In the event the parties cannot agree on appropriate witnesses,

the respective lists of requested witnesses shall be presented to the arbitrator at the hearing. In making such decisions, the arbitrator shall approve only those persons whose testimony will be material to the matter in dispute and not repetitious of other testimony to be offered at the hearing. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. This may include drawing an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant.

E. The party invoking arbitration shall present its case first, except in disciplinary or adverse action cases where the Employer shall present its case first.

F. The arbitrator may, at his discretion, require witnesses to testify under oath or affirmation, and, if requested by either party, shall do so. The arbitrator shall also have the authority to sequester any witness(es) during the testimony of another witness(es) where he deems it necessary.

G. The arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as he deems proper after consideration of any objection made to its admission.

H. All documents filed with the arbitrator after the hearing, including post hearing briefs, shall be simultaneously served on the other party. All parties shall be afforded an opportunity to examine such documents.

I. The filer shall bear the burden of proving his case by a preponderance of the evidence, except as provided in Subsection 12.A. or in cases involving disciplinary or adverse action.

J. A verbatim transcript of the hearing shall be made by a qualified reporter, if either party so requests. Copies of any transcript made shall be provided to the arbitrator, the Union, and the Employer.

K. The grievant, his representative, and all employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration.

L. Witnesses will be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony.

M. Witnesses at a hearing must testify in the presence of the employee and his representative, unless waived by the employee and the employee's representative. Either party shall have the opportunity to cross-examine all witnesses.

Section 8. The expenses of arbitration, including but not limited to the compensation and expenses of the arbitrator, the charge for the transcript and the costs of any non-governmental hearing rooms or facilities that may be used, shall be shared equally by the parties.

Section 9.

A. The arbitrator shall have no authority to change, alter, modify, delete or add to the terms and provisions of this Agreement and/or applicable policies and regulations. In the issuance of any award under this Article, the arbitrator shall be governed by:

1) Existing or future laws;

2) Government-wide rules or regulations in effect upon the effective date of the Agreement;

3) Government-wide rules or regulations issued after the effective date of this Agreement not in conflict with this Agreement; and

4) Department of the Treasury or Agency rules and regulations not in conflict with this Agreement.

B. The arbitrator has the authority vested in him by law. This includes the authority to award back pay and interest in accordance with 5 C.F.R. 550.801(a), to reinstate an employee, order a retroactive promotion where appropriate, and to issue an order to expunge the record of all references to a disciplinary, adverse, or unacceptable performance action, if appropriate. If the arbitrator finds a prohibited personnel practice, the arbitrator may also recommend, in accordance with law, any of the penalties that the MSPB can impose.

C. Upon correction of an unjustified or unwarranted personnel action which resulted in the withdrawal of all or part of the employee's pay, allowances, or differentials, the arbitrator may award reasonable attorney's fees incurred by the employee if the employee is the prevailing party and the arbitrator determines that payment by the Employer is warranted in the interest of justice, including any case in which a prohibited practice was engaged in or a case in which the Employer's action was clearly without merit.

D. If an employee is the prevailing party in an arbitration raised under Article 6, Subsection 2.A. of this Agreement, and the decision is based on a finding of discrimination prohibited under Article 6, Subsection 2.A., the arbitrator may award payment of attorney fees in accordance with the standards prescribed under Section 706(k) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-5k).

Section 10. The arbitrator shall have the authority to make all grievability and/or arbitrability decisions. The arbitrator shall make the decisions as to the arbitrability of a grievance before addressing

the merits. The arbitrator shall not address the merits of the grievance if the case is found to be non-grievable.

Section 11.

A. The parties may agree that the procedures set forth in this Article are too time consuming, formal, and costly for the nature of the dispute. In such instances and subject to the other limitations set forth in this Article, the parties may agree to expedited arbitration as follows:

   1) The hearing will be conducted within ten (10) days after the selection of the arbitrator.

   2) No transcript will be made, and no briefs may be filed.

   3) The arbitrator will announce his award at the close of the hearing or within five (5) working days thereafter.

B. The procedures in Section 11.A.(1), (2) and (3) shall be used in the following actions unless the parties agree otherwise:

   1) Suspensions of one (1) to fourteen (14) days;

   2) Written reprimands;

   3) Within grade appeals;

   4) Performance evaluation grievances

   5) Dues withholding;

   6) Oral admonishments and those confirmed in writing

   7) Outside employment denials;

   8) Denials of annual or sick leave or leave without pay;

   9) Denials of official time requests by Union representatives or employees under this Agreement;

   10) Improper maintenance of personnel records;

   11) Decisions by the Employer concerning:

a. bulletin board postings;

b. literature distribution;

c. denial of an employee's requested hours of work and flexi place schedules; and

12) Matters in which significant issues of fact are not present and the parties mutually agree that expedited arbitration should be utilized.

C. Grievances submitted under these expedited arbitration procedures shall not contain issues alleging prohibited personnel practices or involve questions of bargaining history.

D. Arbitrators for expedited cases will be selected in accordance with Section 4. If necessary, the arbitrator will establish the hearing date.

Section 12.

A. Where an employee has elected to raise a matter covered by Section 4303 of Title 5, United States Code (reduction in grade or removal of an employee for unacceptable performance) in the Article 29 grievance procedure, and the Union moves the matter to arbitration, the arbitrator shall be governed by Section 7701(c)(1)(A) of Title 5, United States Code, i.e., the decision of the Employer shall be sustained only if the Employer's decision is supported by substantial evidence.

B. Where an employee has elected to raise a matter covered by Section 7512 of Title 5, United States Code (adverse actions taken for cause) in the Article 29 Grievance Procedure, and the Union moves the matter to arbitration, the arbitrator shall be governed by Section 7701(c)(1)(B) of Title 5, United States Code, i.e., the decision of the Employer shall be sustained only if the Employer's decision is supported by a preponderance of the evidence.

Section 13.

A. The arbitrator's award shall be in writing and shall be served upon the parties within thirty (30) calendar days after the close of the hearing or after the filing of post hearing briefs, or reply briefs, whichever occurs later.

B. The arbitrator's award shall be final and binding, except for the appeal rights set forth below.

Section 14.

A. Either party to arbitration under this Article may file with the Federal Labor Relations Authority an exception to any arbitrator's award pursuant to the arbitration under the

rules and regulations prescribed by the Authority.

B. Where an employee has raised an issue covered under Section 2302(b)(1) of Title 5, United States Code (matters relating to equal employment opportunity violations) in the Article 29, Grievance Procedure, nothing in this Agreement or this Article shall, in any manner, prejudice the right of the employee to request the Merit Systems Protection Board to review the final decision in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 15. An arbitrator may retain jurisdiction to resolve disputes, concerning back pay calculations, and to clarify his decision, for the employees covered by the original dispute.

Section 16. Bargaining history may not be used in an arbitration hearing unless the party proposing to use it has notified the other at least thirty (30) calendar days prior to the hearing of its intent to use it. If a party gives notice of intent to use bargaining history, the other party may use it without providing notice.

Section 17. In cases where an arbitration decision has been modified or rejected by a reviewing body solely because the remedy was ruled illegal, the case will be remanded to the arbitrator by the parties to fashion a new remedy.

ARTICLE 31
UNION REPRESENTATIVES AND OFFICIAL TIME

Section 1. The term "official time" as used in this Article means an approved absence from duty during regular hours of duty without loss of pay and without charge to leave. The term "Union representative" as used in this Article means a local Chapter President, local Chapter Official, or local chapter steward.

Section 2. The Employer will not interfere with, restrain, coerce, or discriminate against any employee for exercising his/her right to be represented by the Union concerning any matter relating to the employment of the employee.

Section 3.

A. For the purpose of administering this Agreement on behalf of the Union, or for the purpose of representing employees concerning any matter relating to the employment of

any employee, the Union may officially designate Union stewards and chief stewards as follows:

1) The Union may designate at least twelve (12) stewards. Nothing in this Subsection is intended to reduce the number of stewards in place as of the effective date of this Agreement.

2) In addition, the Union may also designate one (1) chief steward.

3) In addition, the Employer shall recognize the Chapter President and other Chapter Officers as having the authority to represent the Union in the administration of this Agreement and to represent any employee concerning any matter relating to the employment of an employee within the Chapter's jurisdiction.

B. The Union will make a good faith effort to delegate representational responsibilities in order to not adversely affect the mission of the Employer. The Union also recognizes and affirms its obligation to cooperate with the Employer to prevent and correct the abuse of official time. The Employer will bring any question concerning an employee's use of official time to the attention of the Union and the employee.

Section 4. The Union may designate a Union representative who may function as Chapter President only when the Chapter President is absent from duty.

Section 5.

A. The Union will provide to the Employer a list of officially designated Union representatives within thirty (30) days of the effective date of this Agreement, and annually thereafter. In addition, the Union will provide the Employer a list of additions, deletions or changes to the list each month. Only those Union representatives on the list will be recognized by the Employer as having authority to represent the Union.

B. The Union may change Union representatives at any time by providing written notice to the appropriate management official. At least one (1) Agency official will be designated to receive such information. Nothing in this Section shall prohibit a Chapter President or an NTEU National representative from representing the Union or an employee.

Section 6.

A. Union representatives designated pursuant to the terms of this Article, shall be granted a reasonable amount of official time for all matters relating to the administration of the Agreement, labor-management relations matters arising under Chapter 71, Labor-Management Relations, Title 5, and any other activity for which the Civil Service Reform Act (CSRA) allows employees to use official time (to include preparation and travel time), such as:

1) to participate in collaborative activities;

2) meetings with the Employer concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 U.S.C. § 7114(a)(2)(A);

3) meetings to discuss or present unfair labor practice charges or unit clarification petitions;

4) examinations of bargaining unit employees by a representative of the Employer in connection with an investigation, upon employee request;

5) grievance meetings and arbitration hearings (including the preparation of grievances and preparing for arbitration);

6) meetings of committees on which union representatives are authorized membership pursuant to this Agreement;

7) to prepare for local or national joint committee meetings and local and national negotiations;

8) to prepare witnesses;

9) to meet with national staff representatives of the union in connection with a dispute, arbitration, or ULP charge;

10) to participate in Authority investigation or preparation for a hearing as representative of the Union;

11) to engage in lobbying activities (e.g., visiting, phoning and writing to elected representatives) on matters concerning employees' conditions of employment; and

12) to prepare and maintain records and reports required of the Union by 5 U.S.C. § 7120 (c).

B. Additional official time, known as bank time is appropriate for participation in, preparation for, and travel to and from representational duties beyond those specified by Statute, and shall be charged against an annual bank of 200 hours. These representational duties include:

1) meetings for the purpose of presenting replies to proposed termination of probationers, upon employee request;

2) prepare or present oral replies or written responses to notices of proposed disciplinary, adverse or unacceptable performance actions, upon employee request;

3) meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as representative, upon employee request;

4) to prepare a reconsideration statement in connection with the denial of a within grade increase upon employee request.

Note: If the 200 bank hours are exhausted, requests for additional official time should be directed to the DO OHR Labor Specialist which will be approved, absent just cause.

C. Official time to attend or conduct Union sponsored training related to working conditions or for other joint labor-management training matters must be requested and approved by DO in advance and, if approved, may be charged against an annual bank of 100 hours. For purposes of approval, and so that the appropriate number of hours of official time for training may be calculated, Union representatives will provide the training agenda to the Labor Relations Specialist at least seven calendar days in advance of attending training.

D. All Union representatives' requests for official time will be subject to the procedures under Section 12, and mission and workload requirements.

E. Employees shall also receive duty time as provided for by law or regulation to participate in the activities covered in Subsection 7.A. and 7.B. above, workload permitting. Employees will follow the procedures set out in Section 12 in requesting the time.

F. Official time may be used in any reasonable location agreed to by the parties locally.

Section 7. Union representatives shall limit their activities on official time to the administration of this Agreement, labor-management matters arising under Chapter 71, Labor-Management Relations, Title 5, and any other activity for which the Civil Service Reform Act (CSRA) allows employee to use official time.

Section 8. It shall be the duty of all union representatives utilizing official time under this Article to conserve and minimize the use of official time to the greatest extent practicable and to conduct necessary representational activities expeditiously and efficiently.

Section 9.

A. The Employer will consider requests from Union representatives to be excused from details or temporary promotions to supervisory positions so that they can continue to perform duties on behalf of the Union. When the Employer decides to detail or temporarily promote a Union representative to a supervisory position, the Union representative must relinquish all Union responsibilities for the duration of the detail or temporary promotion.

B. This Section shall not prohibit a Union representative from serving as an acting supervisor for brief periods of time, so long as the Employer has decided that no conflict of interest is created.

Section 10.

A. Union representatives who wish to use official time authorized under this article must obtain consent from their immediate supervisor before undertaking such activity. The Union representative shall inform the supervisor where he/she is going, the general purpose of the visit, i.e., the category of representational activity as referenced in Section 6, and when he/she expects to return.

B. Workload requirements permitting, requests pursuant to this Section will normally be granted. If a request is denied due to work requirements, the supervisor will explain the reason and will indicate to the Union representative when he/she expects it will be possible to grant the request.

C. Immediately upon returning to the work site and prior to returning to duty, the steward shall inform his supervisor of his/her return.

D. Per Office of Personnel Management reporting requirements or other government-wide reporting requirements, Union representatives shall record the amount and purposes of official time used in accordance with current procedures. The Employer will maintain a record of official time usage and give the Union a copy of these records.

E. Union representatives and supervisors will complete the Departmental Offices, Official Time Form (Appendix D) in addressing requests for Official Time.

Section 11. Official time will not be granted to Union representatives who are in a leave or non-duty statuses; who are working overtime; or who are performing representational duties outside of the bargaining unit covered by this Agreement.

Section 12. Before contacting an Employee at his/her worksite or at any time the Employee is in a duty status, a Union representative will obtain the concurrence of the Employee's supervisor. If the immediate supervisor is not available, concurrence may be obtained from the next level of supervision. Concurrence will be given unless the work situation or an emergency demands otherwise. If concurrence cannot be given when requested, it will be given at the earliest practicable time.

Section 13. Full time union stewards are not authorized by this Agreement.

Section 14. For purposes of this article, whenever the term "reasonable" is used, the parties will attempt to determine what is considered a "reasonable" amount of official time.

ARTICLE 32
ACCESS TO FACILITIES AND SERVICES

Section 1. The parties agree that access to the Employer's facilities and services for communication among the Union, the bargaining unit and the Agency will facilitate labor-management relations, save time and energy, and produce more efficient and effective working relationships.

Section 2. The Employer will provide the Union with adequate office space in an enclosed walled office and equipment for its exclusive use at a mutually selected DO location. Such equipment will include, at a minimum, a desk, chairs, two (2) four-drawer file cabinets, a telephone, computer with systems access, a printer, and software capable of accessing the DO electronic mail system. The Union will be responsible for the office's maintenance and will comply with all security, safety and housekeeping rules in effect.

Section 3.

A. If the Union office referenced in Section 2 is insufficient for the Union's representational needs, e.g. preparing or discussing a grievance or appeal, caucusing immediately before, after or during scheduled meetings with the Employer, upon reasonable advance request by the Union, the Employer will provide, if available, confidential meeting space during official hours of business for the use of the Union in conducting union-management business such as meeting with employees or discussing matters related to the administration of the Master Agreement.

B. Nothing in this Section shall be construed as permitting meetings for the purpose of discussing internal Union business.

Section 4.

A. Upon reasonable advance written request by the Union, the Employer will provide meeting space in areas occupied by the Employer, if available, for meetings during non-duty hours. If approved, the Union will comply with all security, safety and housekeeping rules in effect at that time and place, and will be responsible for the care of the meeting space and for restoring it to its original state.

B. The advance request referred to in Subsection A. should contain the date, time, duration and purpose of the meeting and the estimated number of employees expected to attend.

C. No meeting conducted by the Union will contravene law or regulation.

D. Employees attending meetings under Subsection A will do so only during non-duty hours or while they are in a leave status.

E. Upon advance request, mutually agreed upon space will be provided for the placement of ballot boxes provided by the Union to be used in conjunction with Chapter Officer elections governed by local by-laws. The Union will comply with security and housekeeping rules in effect at that time and place. The Union acknowledges that no responsibility for the safety or security of the ballot boxes is assumed by the Employer.

Section 5. An NTEU National Representative, upon reasonable advance notice and subject to DO and Treasury security requirements, may visit non-work areas located on the Employer's premises to discuss appropriate Union business with bargaining unit employees during non-duty hours.

Section 6.

A. For purposes of this Section, the term "official bulletin board" is defined as any physical bulletin board upon which the Employer posts official notices to and for employees.

B. The Employer agrees to provide the Union with one-third of each official bulletin board for its exclusive use. The Union's designated one-third will be located on the right side of each bulletin board. There are currently three official bulletin boards:

1) Annex, first floor, left corridor

2) Tunnel between Main Treasury and the Annex, wall on the left side

3) Main Treasury, 1400 St. corridor, by the Treasury Library

C. The Union will contact the Information Services Division, 622-0003, to post information to the bulletin boards, and remove outdated material. The section of each bulletin board designated for NTEU's use will be partitioned off and clearly labeled. The Union will ensure the posted material is neat, complies with current rules, and is up-to-date. The Union will not post material that may be considered internal Union business.

D. The Union may distribute material on the Employer's premises during all non-duty hours (e.g., lunch hours) and in non-work areas during scheduled work hours provided that the employees distributing and receiving the material are on their own time and provided that there is compliance with the Employer's security regulations. Non-work areas are: cafeteria or any other commercial enterprises located on the Employer's premises (with approval of lesser or operating agency), space set aside as snack bar or break areas, and rest rooms, entrance ways, lobbies and parking lots.

E. Material which does not libel, slander, or reflect inaccurately on the integrity of the

Employer, any individual, other labor organizations, government agencies, or activities of the Federal Government may be distributed by the Union in accordance with Section 6.C., provided by the Union for distribution by the Employer, and /or posted upon official bulletin boards, so long as it relates to working conditions or practices, or labor-management relations communications.

F. All costs incidental to the preparation, posting and/or distribution of Union materials under Subsections C. and D., above, shall be borne by the Union.

Section 7.

A. The Employer shall arrange for and bear all expenses associated with the printing and distribution of this Agreement.

B. Sufficient copies of this Agreement shall be printed to permit distribution to all present bargaining unit employees and any new employees. Upon request, the Agreement will be provided to the NTEU National Office and to the local NTEU Chapter on an electronic medium (e.g., disk, CD ROM, etc.).

C. An additional one hundred (100) copies shall be retained by the Employer for future distribution. An additional fifty (50) copies will be forwarded to the National Office of the Union and fifty (50) copies will be forwarded to the local Union Chapter.

Section 8. Upon reasonable advance request, the Union will be allowed to use the Employer's audio visual equipment, if locally available, for use during new employee orientation presentations. All costs incidental to the use of such equipment will be borne by the Union. The Union shall return the equipment to the Employer in good condition promptly upon conclusion of the orientation presentation.

Section 9.

A. The Union's use of agency equipment, supplies, or media for communications concerning Employer-Union business is permitted when available. Examples of such communication media include U.S. mail, fax machines, electronic mail, wired and cellular telephones, FTS, video or teleconferencing, photocopiers, inter-office mail, physical bulletin boards, written communication and face-to-face meetings.

B. NTEU is fully responsible for any and all unauthorized usage of telephones, electronic communications or other Federal property assigned to them.

C. Communication by U.S. mail does not include the use of government paid postage.

D. The Union's use of agency equipment or supplies for internal Union matters or business is strictly prohibited.

E. The local Union may use electronic mail to communicate Employer-Union business (i.e., working conditions or practices relating to bargaining unit employees, or labor-management relations communications) to employees via a group distribution list established by the local Union, or person-to-person. The Union will comply with the Treasury Directive 87-04, Personal Use of Government Information Technology Resources, referenced within this article for informational purposes only, when using the Employer's electronic mail system. Information or material distributed by the Union via the Employer's electronic mail system shall not libel, slander, or reflect inaccurately on the integrity of the Employer, any individuals, other labor organizations, government agencies, or activities of the Federal Government. The Union will not use the Employer's electronic mail system to conduct internal Union business. All Union electronic mail messages will include instructions for employees, who no longer want to receive messages from the Union, to opt out of receiving further messages and to be removed from the Union's distribution list. Upon an employee's compliance with those instructions, the Union will promptly remove the employee's name from any electronic mail distribution lists and refrain from sending the employee future electronic mail messages.

F. The Employer will provide all employees, as practicable, with access to the Agency's electronic mail system. Employees may exchange messages related to official Agency business or Employer-Union matters across the systems. In doing so, employees will comply with the guidelines specified above in Section 9.D.

Section 10. The Employer agrees to load the National Agreement and all national mid-term agreements into the agency computer system where they will be accessible to all employees.

Section 11. The Employer agrees to furnish one (1) electronic copy of all future directives dealing with personnel matters to the local NTEU Chapter.

Section 12. The Employer agrees to include "NTEU Chapter 297" in the DO Portal contact directory.

ARTICLE *33*
LABOR- MANAGEMENT COMMITTEE

Section 1. The Employer and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the labor-management relationship. Therefore, the parties shall establish a Labor- Management Committee in accordance with the provisions of this Article, for the purpose of discussing all matters of interest or concern in the areas of personnel policies and practices and matters affecting working conditions.

Section 2. A Labor-Management Committee shall be established and meet at an agreed upon site on a quarterly basis. Fourteen (14) days prior to the scheduled date of the meeting, the parties will exchange agenda items. The Union may have up to four (4) attendees from the unit present, workload permitting. These members may be joined by NTEU staff. The unit members attending shall receive official time for the meeting as well as the time necessary to travel to and from the meeting. Meetings will be held during normal duty hours. If neither party proposes a meeting during any three (3) month period, no meeting need be held.

Section 3. The parties agree that the meetings held by the Labor-Management Committees are solely for the purpose of exchanging views and information and shall not be deemed or construed as a substitute for negotiations as defined by the Civil Service Reform Act and the decisions rendered there under.

ARTICLE 34
PROBATIONARY EMPLOYEES

Section 1. The purpose of the probationary period is to provide an opportunity for the Employer to evaluate the individual on the job, and to determine if an appointment to the civil service should become final.

Section 2. Employees will serve a probationary period of one (1) year, unless a different period is authorized by law, regulation, or the Office of Personnel Management. During the probationary period the supervisor shall utilize the probationary period as fully as possible to determine the fitness of the employee and shall terminate the employee's services in accordance with applicable regulations during the probationary period if the employee fails to demonstrate fully his/her fitness and qualifications for continued employment.

Section 3. An employee whose job performance or conduct fails to demonstrate the employee's fitness or qualifications for continued employment, and who is serving a probationary period, shall be separated in accordance with appropriate law, rule or regulation governing the separation of probationers.

ARTICLE 35
BARGAINING

Section 1.

A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Civil Service Reform Act (the Statute) during the life of this Agreement

and, in accordance with applicable law, rule, regulation and this Agreement, to initiate changes in conditions of employment when the Employer determines that it is in its interest.

B. The Employer recognizes that the Union, in accordance with law and the terms of this Agreement, has the right to:

1) bargain over the full range of statutory issues associated with the exercise of any management rights; and

2) initiate bargaining on its own over subjects not contained in this Agreement, except for those where the Union has already waived its bargaining rights.

C. Conditions of employment under the Statute are defined as personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

1) relating to political activities prohibited under subchapter III of 5 U.S.C. Chapter 73;

2) relating to the classification of any position; or

3) to the extent such matters are specifically provided for by Federal statute.

Section 2. Except in cases of emergency, as provided for in the Civil Service Reform Act, such as unforeseen occurrences precluding such notice, the Employer shall provide the Union with reasonable advance notice of intended changes in conditions of employment.

Section 3.

A. The Union will designate, in writing, official points of contact and alternates to receive written notifications from the Employer of intended changes.

B. Notification of changes will also be sent to the NTEU Field Office servicing the affected employees.

C. Bargaining in the areas listed in Section 1 above shall be undertaken in a constructive and well-planned manner, in a non-adversarial setting, through interest-based concepts. If possible, agreements will be made based upon consensus decision-making.

Section 4.

A. The Employer, absent extenuating circumstances, will provide notification informally by email to the local Union president, or designee, of proposed changes in conditions of employment at least ten (10) days prior to providing official notification to the local Union.

B. The Employer will serve upon the designated Union representative advance official notification of proposed changes in conditions of employment. The Union must submit any request to negotiate, and any request for a briefing, within twenty-one (21) days of being notified of the proposed change. If requested, the parties will mutually agree on a date for the briefing of the Union concerning the proposed change(s). The Union will have fourteen (14) days from the briefing or the request to negotiate to submit initial proposals. Traditional face-to-face bargaining will normally begin within fourteen (14) calendar days but no later than thirty (30) calendar days after receipt by the Employer of the Union's proposals. Nothing in this section prohibits the parties from mutually agreeing to bargain without employing face-to-face bargaining.

Section 5.

A. Reasonable extensions of time under this Article will be made for good cause shown, such as delays in receipt of necessary and relevant information as defined in Section 10 provided that the total time involved does not cause an unreasonable delay or impede the Employer in the exercise of its management rights.

B. The submission of proposed changes by the Employer and the submission of proposals by the Union under Sections 2 and 4 above shall not preclude either party from submitting other proposals or counter proposals related to the proposed changes during the course of negotiations.

Section 6. Where negotiation meetings are held, the meetings will be conducted as follows:

A. Negotiations will take place at a mutually agreeable site.

B. Negotiations will be conducted during the regular workday of the office where the negotiations are taking place.

C. An employee representing the Union in bargaining under this Article shall be authorized official time for such purposes during the time the employee otherwise would be in duty status, workload permitting. Bargaining teams will be limited to three (3) members for each party (three (3) unit members for the Union), unless the parties mutually agree otherwise. NTEU staff members may also participate in such bargaining. Additionally, the Employer is permitted to have subject matter experts present during negotiations and will advise the Union of this as much in advance as practicable. In such cases, the Union may bring an equal number of additional people.

Section 7. Subject to the provisions of Article 2, Section 3, agreements in existence at the time of this Agreement, e.g. the CIO "space" agreement, will stay in place for the local areas covered by them as of the date of this Agreement unless and until either party requests that they be reopened for the local area.

Section 8. The Union and the Employer agree that it is in the interest of the parties to resolve impact bargaining issues expeditiously.

Section 9. The duties of the parties to negotiate in good faith under this Article shall include the obligation:

A. To approach the negotiations with a sincere resolve to reach agreement;

B. To be represented by duly authorized representatives prepared to discuss and negotiate on the subjects authorized by this Article;

C. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

D. In the case of the Employer, to furnish to the Union, upon request, and, to the extent not prohibited by law, data:

1) which is normally maintained by the Employer in the regular course of business;

2) which is reasonably available and necessary for full and proper discussion, understanding, and negotiations of the subjects authorized for negotiations under this Article; and

3) which does not constitute guidance, advice, counsel or training for management officials or supervisors relating to collective bargaining; and

E. If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement. Any agreement arrived at by the parties through formal negotiations under the provisions of this article shall be subject to the approval by the head of the agency within thirty (30) days from the date the agreement is executed in accordance with 5 U.S.C. § 7114.

Section 10. The parties recognize that emergencies or other situations permitted by law may mandate that a change be implemented before negotiations concerning the matters are concluded. The Employer agrees to make reasonable efforts to obtain sufficient time delays from higher authorities to enable bargaining to conclude before implementing the change. Accordingly, where basic management rights are involved, and an emergency or other situations permitted by law require the Employer to act without undue delay, the Employer may implement the proposed change and negotiations may continue on a post-implementation basis.

Section 11. Should a provision of any agreement negotiated pursuant to this Article be rendered invalid by appropriate authority after the effective date of this Agreement, either party may reopen the specifically affected sections as well as issues clearly and unmistakably bargained away as part of any

agreement on the now invalid terms, where one or both parties have not formally pursued enforcement of the provision.

Section 12. Nothing in this article shall be construed as precluding the Parties from meeting, upon the request of either Party, at a mutually agreeable time to informally discuss, exchange views, and attempt to arrive at a joint resolution of problems regarding personnel policies, practices and other working conditions that are not covered by this Agreement.

Section 13. The Employer agrees that when employees are surveyed by Agency management, and not at the behest of an outside agency, about matters relating to the conditions of employment, the Union will be provided an advance copy of the survey, invited to comment on its appropriateness and completeness, and given the opportunity to bargain impact and implementation in accordance with law and the terms of this Agreement.

Section 14. When there is a change in office space or equipment, the Employer will notify the Union in advance of the change pursuant to this Article. This notice will include a proposed floor plan reflecting the changes as well as a move schedule, list of impacted employees, and reasons for the move.

Section 15.

A. When "days" is used in this Article it refers to calendar days.

B. All timeframes under this article may be modified by mutual consent.

ARTICLE 36
DUES WITHHOLDING

Section 1. The parties agree that employees of the bargaining unit who are members in good standing of the Union will be permitted to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

A. Who have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation of Employee Organization Dues; and

B. Whose net salary after legal and required deductions are sufficient to cover the amount of the authorized allotment.

Section 2. The Union agrees to assume responsibility for:

A. Informing and educating its members on the voluntary nature of the system for

allotment of Union dues, including the conditions under which the allotment may be revoked;

B. Insuring that allotments are voluntary on the part of employee members;

C. Purchasing and distributing to its members Standard Forms 1187;

D. Forwarding properly executed and certified Standard Forms 1187 to the Servicing Personnel Office on a timely basis;

E. Informing the Servicing Personnel Office in writing of any member who has been expelled, suspended or ceases to be a member in good standing of the Union, within ten (10) days of such final determination; and

F. Informing the Servicing Personnel Office of any changes in membership dues.

Section 3. The employee shall be responsible for executing and delivering to the Servicing Personnel Office any dues revocation via a Standard Form 1188.

Section 4. The Employer agrees to assume the following responsibilities.

A. Ensuring that the Servicing Personnel Office certifies Standard Form 1187 and effects the timely withholding of dues on a bi-weekly basis in conformity with this Article.

B. Ensuring that NTEU receives via an electronic file the information referenced in Appendix D (File Layout; Dues Withholding Bi-Weekly Tape Code Legend)

C. Ensuring that dues withholding is suspended for employees who leave the unit temporarily and automatically resumed once they return to the unit.

D. Notifying the local chapter when an employee is not eligible for dues withholding.

Section 5. The parties agree that:

A. The amount of dues to be deducted as allotment from compensation may not be changed more frequently than once every twelve (12) months.

B. An electronic funds transfer will be sent to NTEU every pay period reflecting all dues withheld under this Article.

C. The parties accept the following responsibilities with regard to dues withholding:

1) The Employer will notify the Union, in writing, of any reimbursement to which the Employer is entitled because of dues received by the Union in violation of this

Agreement, i.e., pursuant to Section 4.

2) Within thirty (30) days of the Employer's notice in Section 2, the Union will reimburse the Employer, or file for a waiver of the Employer's collection action in accordance with law, rule or regulation.

D. The Employer agrees to correct all administrative errors.

Section 6.

A. The NTEU National President is authorized to make the necessary certification on Standard Form 1187.

B. The Employer shall terminate a dues withholding deduction for any employee who is reassigned or promoted outside of the unit of recognition as set forth in Article 1.

Section 7. The effective dates for actions under this Agreement are as follows:

ACTION	EFFECTIVE DATE
A. Starting dues withholding	Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 in the Servicing Personnel Office
B. Change in amounts of dues	Beginning the first pay period after receipt of certification in the Servicing Personnel Office
C. Revocation	Standard Form 1188 revoking dues withholding will be accepted in accordance with Section 10
D. Termination due to loss of membership in good standing	Beginning of the first pay period after the date of receipt of notification in the Servicing Personnel Office
E. Termination due to separation from the exclusive unit	A final deduction will be made in the pay period during which the action became effective

Section 8. If an employee is improperly separated and is ordered reinstated by proper authority, the employee will have to initiate a new SF-1187, if required by law, to restart his dues withholding.

Section 9. In accordance with regulations governing dues withholding to a labor organization, when a bargaining unit employee is permanently placed in a nonbargaining unit position his dues withholding

will be canceled automatically. The Civil Service Reform Act of 1978 permits such an employee to continue union membership.

Section 10.

A. Revocation notices for employees who have had dues withholding in effect for more than one (1) year must be submitted to the Servicing Personnel Office during USDA pay period 15 each year. Revocations will become effective during USDA pay period 18. Revocations may only be effected by submission of a completed Standard Form 1188 that has been initialed or signed by the Chapter President or his designee. If the SF-1188 is not initialed or signed, the Employer will return it to the employee for resubmission.

B. Revocation notices for employees who have not had dues withholdings in effect for one year must be submitted on or before the one year anniversary date of their dues allotment. Revocations may only be effected by submission of a completed SF-1188 that has been initialed or signed by the Chapter President or his designee. If the SF-1188 is not initialed or signed, the Employer will return it to the employee for resubmission. The revocation will become effective the first full pay period after the employee's anniversary date.

ARTICLE 37
OVERTIME AND COMPENSATORY TIME

Section 1. Work officially ordered or approved by the Employer and performed by the employee which is in excess of eight (8) hours in a day or forty (40) hours in a week, or eighty (80) hours in a pay period is considered overtime, except when the employee is working a compressed work schedule. Employees will be compensated for overtime or holiday work in accordance with all applicable laws, rules and regulations.

Section 2.

A. In order to ensure that employees completely understand their rights for overtime compensation, the Employer will, each time an employee undergoes a change in position assignment, notify the employee on the SF-50 as to whether he or she is exempt or non-exempt for the purposes of the Fair Labor Standards Act.

B. When overtime is required on a specific ongoing work assignment, the Employer normally will assign that overtime to the specific qualified employee or employees who have been working on that assignment. When overtime is required on work that is performed by a specific qualified employee or employees on a routine or regular basis, the Employer will normally assign that overtime to those employees.

Section 3.

A. When overtime is required on an assignment that is not of an ongoing nature, but is something that is general in nature and can be performed by a number of qualified employees, overtime will be distributed equitably and fairly among all employees determined by management to be qualified to perform the work necessary to be completed. In determining qualified employees, management will consider specific criteria, to include the following:

   1) Knowledge, skills and ability of bargaining unit employees (e.g., specific knowledge or experience needed to adequately perform the overtime work); and

   2) The nature of the work to be performed on an overtime basis (e.g., whether the work is a standard project that could be shifted to different employees; whether a particular employee is heavily involved in the work to be done or has specific knowledge necessary for the work to be completed).

B. Overtime work will be assigned to employees in this qualified group in accordance with the Employer's need, the qualifications of the employees and the following procedure:

   1) The work will be assigned to a volunteer from the qualified group.

   2) If there is more than one qualified volunteer but only enough work for one person, the work will be assigned to the most senior qualified employee based on DO service.

   3) If there are no qualified volunteers or if there are an insufficient number of qualified volunteers, the work will be assigned to the least senior qualified employee based on DO service.

   4) Alternatively, if there are an insufficient number of qualified volunteers to perform the overtime assignment(s), the Employer may assign the work to qualified employees on a rotational basis beginning with employees with the least DO service.

C. An employee ordered to work overtime may be excused from such work if he/she can find a replacement from among other employees in the qualified group, and obtains supervisory approval prior to the beginning of the overtime assignment.

Section 4. The Employer will maintain appropriate overtime records to show who worked overtime and when.

Section 5. Employees will be compensated for overtime work performed under Title 5 of the United States Code or the Fair Labor Standards Act (FLSA) as may be applicable. Employees shall be

compensated for any fifteen (15) minutes of overtime work approved by the Employer and worked by the employee.

Section 6. Compensatory time granted in lieu of payment for overtime work performed must be used within 26 pay periods of the pay period in which it was granted.

A. Consistent with applicable laws and regulations, an FLSA exempt or nonexempt employee will be granted compensatory time in lieu of payment for overtime work if requested, for irregularly or occasionally scheduled overtime work in excess of eight (8) hours in a pay period, provided the employee has obtained the prior written or verbal approval from an authorized official.

B. FLSA exempt employees above grade 10, step 10, will normally receive compensatory time in lieu of overtime pay for occasional and irregular overtime worked except when management decides that the employee is unlikely to have the opportunity to use the compensatory time within 26 pay periods. Compensatory time not taken within 26 pay periods cannot be carried over and will be forfeited, unless the failure to take the compensatory time off is due to an exigency of the service beyond the employee's control.

Section 7.

A. When the Employer requires the services of employees on an established holiday, the Employer will seek to fill its needs through volunteers from the qualified group using the same procedures detailed in Section 3. A and B.

B. Those employees involuntarily assigned to work on a holiday may be excused, except when on travel status, when they can find qualified replacements approved by the supervisor.

Section 8. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him or her, or for which he or she is required to return to his or her place of employment, is deemed at least two (2) hours in duration for the purpose of premium pay, either in money or compensatory time off.

Section 9. Compensatory Time for Travel.

A. For the purpose of this Article, an "official duty station" is defined as the specific work site to which an employee is assigned permanently, as well as the area within a 50-mile radius of the employee's official duty work site. Transportation terminals and temporary duty locations outside a 50-mile radius of the employee's official duty station work site will be deemed to be outside the employee's official duty station for purposes of computing an employee's creditable compensatory time off for travel.

B. Compensatory Time for Travel (CTT) will be credited and used in accordance with Treasury Directive TN-05-002, referenced here for informational purposes only. In the event there is a conflict between this Agreement and the Treasury Directive, the terms of this Agreement will control, as long as they do not conflict with law, rule, or regulation. Employees will have 26 pay periods, after the pay period in which CTT was credited, to use that CTT.

C. Employees requesting CTT will complete and submit the appropriate form (see Appendix F) within five (5) working days of the completion of the travel and return to the official duty station, for supervisory approval. The Employer will consider an employee's request for an additional five working days to complete and submit the form (Appendix F)

D. Employees who are credited CTT and wish to use it, may make their request fifteen (15) days after the travel is completed. Such requests will be granted, staffing and workload permitting. If an initial request cannot be granted, the employee may make additional requests, which will be granted, staffing and workload permitting. At the request of an employee, the Employer will provide the employee, in writing, the reason(s) for denial(s).

E. An employee's entitlement to creditable CTT is limited to:

1) Travel that is outside the employee's official duty station, occurred outside the employee's regular working hours, has been authorized by the Employer, and is not otherwise compensable as hours of work under other legal authority;

2) The time actually spent traveling between the employee's official duty station and a temporary duty station that is outside the employees official duty station, or between two temporary duty stations where at least one is outside the employee's official duty station;

3) Any usual waiting time that precedes or is a part of such travel. It is understood that usual waiting time before scheduled departures will be up to three (3) hours for international and domestic flights. An exception to the three-hour limit may be made if the employee can demonstrate that a longer wait time was recommended by the transportation terminal (i.e., airport) and/or transportation carrier (i.e., commercial airline) and was not due to an extended or unusual delay.

ARTICLE 38
TRANSFER OF FUNCTION

Section 1. If the Employer decides a Transfer of Function (TOF) is necessary, management will inform the Union, and the parties will meet at least sixty (60) days in advance of the proposed effective date of the TOF if practicable, and will bargain over any appropriate arrangements and procedures related to the TOF.

Section 2. Any TOF will be in accordance with applicable law, rule, and regulation. (See Appendix G)

ARTICLE 39
EMPLOYER INVESTIGATIVE INTERVIEWS CONDUCTED BY THE OFFICE OF THE INSPECTOR GENERAL

Section 1. The Office of the Inspector General (OIG) is responsible for conducting investigative interviews of employees involving criminal, civil, and administrative matters.

A. An employee being interviewed by an OIG special agent in connection with either a criminal or a non-criminal matter has certain entitlements/rights. This article sets forth those rights as well as the current procedures that apply to and are required for OIG interviews.

B. When the phrase, "if required by OIG procedures" is used in this Article, such procedures are, in fact, required by the OIG, as of the effective date of this Agreement.

C. In the event DO is informed that an employee is to be interviewed by the OIG, DO will provide specific notice to the employee of his or her right to Union representation prior to the commencement of questioning.

Section 2.

A. If the OIG special agent conducts an interview of a bargaining unit employee, who reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests Union representation, the OIG special agent will give the employee an opportunity to obtain such representation. However, the lack of availability of a representative will not be reason to unjustifiably delay any interview in such a manner as to hinder the investigation or inquiry. The responsibility to obtain a representative rests with the employee and not the OIG. The role of the representative, and circumstances in which a representative can be barred from an interview, are set out in Section 12.

B. (Third Party Witness Interviews) If required by OIG procedures, prior to beginning interviews with employees (other than Subject) who are being interviewed as third party witnesses, the OIG special agent will provide employees with an OIG Employee Notification Regarding Third Party Interviews form (see Appendix H), which will advise the witness that any false statement may result in criminal prosecution. The form shall be signed and dated by the employee at the outset of the interview and the employee will be provided a copy of the signed form.

Section 3. DO will inform employees of their Weingarten rights under Section 2, two (2) times per year. The notice will state that Weingarten rights are applicable to interviews conducted by OIG special agents.

Section 4. (Miranda Rights) If required by OIG procedures, when an employee who is the subject of a criminal investigation is interviewed in custody by an OIG special agent, he/she shall be given a statement of his/her Constitutional rights in writing on an OIG Miranda Rights form (see Appendix I) prior to commencement of questioning. The employee shall sign the statement of rights and indicate if he/she is waiving these rights. If required by OIG procedures, the employee shall be given a copy of the signed form as soon as possible.

Section 5. (Garrity/Beckwith Rights) If required by OIG procedures, in a non-custodial interview involving possible criminal matters, an employee will be advised in writing of his/her rights and the consequences of refusing to answer the questions posed to him/her on the grounds that the answers may tend to incriminate him/her. This notice shall be on an OIG Garrity/Beckwith Rights form (see Appendix J) that the employee signs prior to the commencement of questioning. If required by OIG procedures, the employee will be given a copy of the signed form as soon as possible.

Section 6. (Kalkines Rights) If required by OIG procedures, in an interview involving possible criminal matters, where prosecution has been declined by appropriate authority, an employee will be required to answer questions only after the OIG special agent has provided the employee with the appropriate assurances. If required by OIG procedures, prior to requiring an employee to answer under such circumstances, the OIG special agent shall inform the employee that his/her statements concerning the allegations during the interview cannot and will not be used against him/her in a subsequent criminal proceeding, except for possible perjury. This notice shall be on OIG Kalkines Rights form (see Appendix K) which shall be signed and dated by the employee at the outset of the interview. If required by OIG procedures, the employee will be given a copy of the signed form as soon as possible.

Section 7. If required by OIG procedures, in any interview where the employee is not the subject of a criminal investigation, pursuant to current Treasury Employee Rules of Conduct, Title 31 C.F.R., Section 0.207, referenced here for informational purposes only, the employee may be advised that:

A. the employee must disclose any information known to him/her concerning the matter being investigated;

B. the employee must answer any questions put to him/her regarding any matter which has a reasonable relationship to matters of official interest;

C. the employee's failure or refusal to answer such questions may result in disciplinary or adverse action; and

D. a false answer to any such question may result in criminal prosecution.

Section 8.

A. If required by OIG procedures, when an OIG special agent makes an audio or videotape recording or causes a stenographic record to be made of an employee interview under this Article, and the audio recording, video recording or stenographic record of an employee interview is relied upon in proposing an adverse or remedial action against any employee, DO will make a copy of the recording or record available to the employee, at the time it notifies the employee of the proposed adverse or remedial action, just as any other OIG-furnished record that is relied upon in proposing an adverse or remedial action.

B. Nothing in this section shall expand or diminish the rights an employee possesses under the Privacy Act. Nothing in this section shall diminish other rights provided in this contract.

Section 9. In accordance with OIG procedures, in most cases, employee interviews under this Article will be conducted during the employee's duty hours and at the employee's official post of duty (the specific work location to which an employee is assigned permanently), unless extenuating circumstances require otherwise. While employees will not routinely be interviewed in their homes or other locations, sensitive or exigent circumstances in particular cases may require interviews in homes or other non-work locales, and the OIG reserves the right to interview in other such locales. In such circumstances, the employee will be permitted to express a preference on the location of the interview. Interviews which continue beyond the employee's regular working hours shall constitute hours of work and be compensated for by the Employer.

Section 10. Where an OIG special agent denies an employee the opportunity to be represented by the Union during an interview under Section 2 of this Article, upon the employee's request, DO will provide the reason for the denial in writing, normally within ten (10) workdays. If exigent circumstances interfere with this time period, the reason for denial in writing will be produced as soon as reasonably possible.

Section 11. When DO decides that no action will result from an investigation DO will notify the affected employee of that fact.

Section 12.

A. When the person being interviewed is accompanied by a representative furnished by the Union, in both criminal and non-criminal cases, the role of the representative is to assist the employee with respect to the following rights:

1) to clarify the questions;

2) to clarify the answers;

3) to assist the employee in providing favorable or extenuating facts;

4) to suggest other employees who have knowledge of relevant facts; and

5) to advise the employee.

B. As the purpose of the interview is to solicit information, any action that interferes with that purpose may result in termination of the interview. Therefore, a representative may not answer for the employee, or engage in any conduct that diminishes the efficacy of the interview or otherwise transforms the interview into an adversarial contest. The OIG special agent may terminate the interview if the agent reasonably concludes within his/her sole discretion that the employee's or representative's conduct interferes with the purpose of the interview.

ARTICLE 40
EMPLOYER INVESTIGATIVE INTERVIEWS

Section 1. In addition to OIG special agents, DO managers and HR specialists also conduct investigative interviews of employees involving non-criminal matters. This Article sets forth those rights that apply to and are required for such interviews. DO managers and HR specialists will not conduct criminal investigations and will refer all such violations to the OIG for investigation.

Section 2.

A. (Weingarten Rights) When a DO manager or HR specialist conducts an interview of an employee and the employee is a potential recipient of any form of discipline or adverse action, the DO manger or HR specialist shall advise the employee of his or her right to Union representation prior to the commencement of questioning.

B. If a DO manager or HR specialist conducts an interview of a bargaining unit employee, who reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests Union representation, the DO manager or HR specialist will give the employee an opportunity to obtain such representation. However, the lack of availability of an employee representative will not be reason to unjustifiably delay any interview in such a manner as to hinder the investigation or inquiry. The responsibility to obtain an employee representative rests with the employee and not the DO manager or HR specialist. The role of the employee's representative, and circumstances in which an employee's representative can be barred from an interview, are set out in Section 5.

Section 3. Where a DO manager or HR specialist denies an employee the opportunity to be represented by the Union during an interview under Section 1 of this Article, upon the employee's

request, DO will provide the reason for the denial in writing, normally within ten (10) workdays. If exigent circumstances interfere with this time period, the reason for denial in writing will be produced as soon as reasonably possible.

Section 4. When DO decides that no action will result from an investigation DO will notify the affected employee of that fact.

Section 5.

A. When the person being interviewed is accompanied by a representative furnished by the Union, the role of the employee's representative is to assist the employee with respect to the following rights:

   1) to clarify the questions;

   2) to clarify the answers;

   3) to assist the employee in providing favorable or extenuating facts;

   4) to suggest other employees who have knowledge of relevant facts; and

   5) to advise the employee.

B. As the purpose of the interview is to solicit information, any action that interferes with that purpose may result in termination of the interview. Therefore, an employee's representative may not answer for the employee, or engage in any conduct that diminishes the efficacy of the interview or otherwise transforms the interview into an adversarial contest. The DO manager or HR specialist may terminate the interview if the DO manager or HR specialist reasonably concludes within his/her sole discretion that the employee's or employee representative's conduct interferes with the purpose of the interview.

Section 6. DO will inform employees of their Weingarten rights two (2) times per year. The notice will state that Weingarten rights are applicable to interviews conducted by DO representatives or OIG special agents.

Section 7.

A. If a DO manager or HR specialist makes an audio or videotape recording or causes a stenographic record to be made of an employee interview under this Article, and the audio recording, video recording or stenographic record of an employee interview is relied upon in proposing an adverse or remedial action against any employee, DO will make a copy of the recording or record available to the employee, at the time it notifies the employee of the proposed adverse or remedial action, just as any other record that is relied upon in proposing an adverse or remedial action.

B. Nothing in this section shall expand or diminish the rights an employee possesses under the Privacy Act. Nothing in this section shall diminish other rights provided in this contract.

Section 9. In most cases, employee interviews under this Article will be conducted during the employee's duty hours and at the employee's official post of duty (the specific work location to which an employee is assigned permanently), unless extenuating circumstances require otherwise. While employees will not routinely be interviewed in their homes or other locations, sensitive or exigent circumstances in particular cases may require interviews in homes or other non-work locales, and DO reserves the right to interview in other such locales. In such circumstances, the employee will be permitted to express a preference on the location of the interview. Interviews which continue beyond the employee's regular working hours shall constitute hours of work and be compensated for by the Employer.

ARTICLE 41
PART-TIME EMPLOYMENT

Section 1.

A. The Employer recognizes that part-time employment provides management with the flexibility to meet work requirements and provides a benefit to employees who require or prefer shorter hours, for example, older individuals or persons with disabilities, students, and parents with family responsibilities.

B. The Employer will consider requests for part-time career employment and, when appropriate, will make such opportunities available, consistent with resource and mission requirements. Part-time employment generally means 16 - 32 hours per week, and part-time employees are in Tenure Group I or II.

C. Employee requests for part-time employment must be made in writing to the employee's immediate supervisor. The Employer will give fair and objective consideration to the employee's request for part-time employment and grant such requests based on the Employer's need for the employee's services, the suitability of the position for part-time employment, availability of resources, and the impact on the efficiency of the service. Requests will be approved or disapproved within thirty (30) days of receipt by the immediate supervisor, or designee. In the case of disapproval, the supervisor will inform the employee in writing and provide the reason for the denial.

D. Employees may request information concerning the impact of a conversion from full-time to part-time employment in the areas of retirement, reduction-in-force, health and life insurance, promotion and step increases, leave earning, and conversion to career tenure. This information will be provided to the employee in the form of a written fact sheet. Upon approval of a part-time request, the employee will be required to sign a statement indicating that they received this information.

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

Section 2.

A. Job-sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position. The Employer will consider requests to job-share and may grant these requests based on the Employer's need for the employees' services, the suitability of the position for job-sharing, availability of resources, and the impact on the efficiency of the service.

B. Employee requests to job-share must be made to the immediate supervisor(s) in writing, in accordance with the procedures of Section 1.C., above.

C. If an employee leaves the program for any reason, the other employee will have forty-five (45) days from receiving written notice from the Employer to identify another employee acceptable to the Employer, or resume full-time employment, unless workload demands require otherwise.

ARTICLE 42
PUBLIC TRANSPORTATION INCENTIVE PROGRAM

Section 1. The Employer will offer public transportation subsidies to all employees that use public transportation to report to work in accordance with current government-wide requirements. For example, under current requirements the Employer will provide qualified employees with transit passes in amounts approximately equal to employee commuting costs, not to exceed the maximum level allowed by law (currently $230 per month). Direct cash subsidies to employees are prohibited.

Section 2. To participate in the public transportation incentive program, an employee must use "Mass Public Transportation" which is defined as transportation which is available to the general public and funded by State or local governments or government-sponsored entities. Car/van pools meeting this definition are considered Mass Public Transportation.

Section 3. Employees may apply for the program at anytime.

Section 4. Subsidies will be distributed on a monthly basis, not to exceed the maximum subsidy amount permitted by law. NTEU will be notified if the subsidy will be distributed on other than a monthly basis.

ARTICLE 43
CHILD CARE PROGRAM

Section 1. DO agrees to continue providing the current child care program, through the US Kids Day Care Center and the Lipton Child Care Corporation, budget permitting. DO will also continue to market the current child care program on the DO Portal.

Section 2. The parties will set up a four person workgroup to explore additional child care program benefits for DO employees. Two (2) of the members will be selected by NTEU, workload permitting, and two (2) will be selected by DO. More individuals may participate in the deliberation of the workgroup as subject matter experts. NTEU's members will be participating on duty time. The workgroup will develop recommendations on improving DO's Child Care Program and provide a copy of those recommendations to the Deputy Assistant Secretary for Human Resources/Chief Human

Capital Officer and the National President of NTEU within one (1) year of the effective date of this Agreement, unless the parties agree to extend the time period.

ARTICLE 44
DURATION AND CHANGES TO THE AGREEMENT

Section 1. After timely ratification by the NTEU membership, the Agreement shall be submitted to the parties for execution. Execution will be on the date specified on the signature page which shall be signed by both the Assistant Secretary for Management, Department of the Treasury and the National President of NTEU.

Section 2. Following execution, this Agreement shall be submitted to the Department of the Treasury for agency head review. The Agreement will become effective upon Agency Head approval or 31 days after the date of execution, whichever date comes sooner. This Agreement will remain in effect for three (3) calendar years from the effective date. The Agreement's anniversary date is the day after the Agreement's expiration date.

Section 3.

A. Either Party to this Agreement may give written notice to the other of not more than 105 calendar days nor less than 60 calendar days before the expiration date of its desire to modify or terminate this Agreement. Either party may include a statement of the main interests and/or issues of concern. In the event such notice is given and negotiations are desired, the Parties shall begin ground rule negotiations on a mutually agreed upon date without unreasonable delay. If negotiations, including any third party proceedings, are not concluded prior to the expiration of the current Agreement, the parties will continue to operate under those terms of the "expired" Agreement which include mandatory subjects of bargaining. The "expired" Agreement may be modified in accordance with law, e.g. either party may withdraw their prior agreement on permissive subjects of bargaining while agreements on mandatory subjects of bargaining will continue until renegotiated.

B. If neither Party serves notice to the other of its desire to renegotiate or terminate this Agreement, the expired Agreement shall be automatically renewed on each anniversary date, subject to agency head review, and remain in effect for one (1) calendar year from the expiration date. Any changes to the Agreement as a result of agency head review, that are not related to new law or new government-wide regulations, may be implemented after the Employer has met its bargaining obligations with NTEU. Any government-wide regulation(s) issued prior to the expiration date and subsequent automatic renewal of the Agreement will become effective on the date of renewal, where required by operation of law, and will supersede any related provisions within the renewed Agreement. The Employer will fulfill its bargaining obligations, if any, in accordance with law, rule, or regulation. Either party may request to negotiate a new Agreement upon notice to the other party within the above-referenced 60-105 calendar day period.

Section 4.

A. Each party may either reopen up to two (2) existing articles or propose up to two (2) new articles, or a

combination of the two, by serving proposals on the other party during the eighteenth (18th) month of this Agreement. NTEU will be permitted to have up to two (2) bargaining unit employees on official time, in addition to an NTEU staff person, to participate in the negotiations. The parties will also bring the contract into conformance with any government-wide regulations finalized since the effective date of this Agreement once DO has first met its bargaining obligations. Bargaining will be conducted pursuant to the procedures set forth in Article 35 of this Agreement.

B. Except as set forth in Article 35, Section 1.B.(2), any additional reopening of this Agreement or any additional negotiations during the term of this Agreement to add to, amend or otherwise modify its provisions as written (other than any reopener provisions specifically stated within an article), shall require the mutual consent of the Parties. Any request by either Party to reopen this Agreement shall explain the reason(s) for the request and be accompanied by the proposed changes the requesting Party wishes to negotiate. If mutual consent is obtained, the Parties shall bargain pursuant to the procedures set forth in Article 35.

Section 5. All modifications or amendments to this Agreement shall require the same agency head review and approval by the Department of the Treasury as the basic Agreement, shall have the same expiration date as this Agreement (unless otherwise specified within the specific modification or amendment), and shall be enforceable to the extent set forth in Section 3 above (i.e., when the contract has expired, the parties will continue to operate under agreements on mandatory subjects of bargaining, but may withdraw their prior agreement on permissive subjects).

Section 6. In the event, as a result of agency head review, a discrete portion(s) of this Agreement, or any modifications or amendments to this Agreement, is (are) disapproved, the disapproved proposals will be severed from the agreement and the approved portion of the agreement will go into effect. Either party may elect to reopen those disapproved proposals for renegotiation. In the alternative, the disapproval may be appealed by NTEU to the Federal Labor Relations Authority.

Definitions from DO Performance Management Program Handbook

A. Acceptable Level of Competence (ALOC). An employee's performance is at or above the Fully Successful level of performance. An employee must perform at this level to be granted a within-grade increase.

B. Appraisal. The act or process of reviewing and evaluating the performance of an employee against the described performance standards.

C. Appraisal Cycle. The performance appraisal cycle is the same as the fiscal year, October 1 through September 30**.**

D. Appraisal Period. The established period of time for which performance will be reviewed and a rating of record will be prepared.

E. Core Competencies. The four generic competencies (Communication, Customer Service, Teamwork, and Technical Competency) that apply to all DO positions.

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

G. Detail. A temporary assignment of an employee to a different position for a specified period without any change in compensation**,** with the employee normally returning to his or her regular duties at the end of the assignment.

H. ePerformance. A Web-deployed performance management solution that streamlines the appraisal aspect of human capital management, from goal planning and coaching to performance assessments.

I. Interim Rating. A summary rating given to an employee at any time other than the end of the appraisal cycle**.**

J. Performance. An employee's accomplishment of assigned duties and responsibilities as specified in the critical elements of the employee's performance plan.

K. Performance Commitments. Specific tasks, responsibilities, or work assignments to be performed by an employee during the appraisal period that align with the Department of the Treasury Strategic Plan or DO's strategic/organizational goals, mission or objectives.

L. Performance Plan. The written documentation of performance expectations communicated to employees by supervisors. Plans define critical elements and the performance standards by which an employee's performance will be evaluated.

M. Performance Rating. The written or otherwise recorded appraisal of performance compared

to the performance standards for each critical element on which there has been an opportunity to perform for the minimum period.

N. Performance Standard. A statement of the expectations or requirements established by the supervisory/managerial chain for a critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness**,** cost effectiveness, and/or manner of performance.

O. Progress Review. Communication of an employee's progress toward achieving his or her performance standards. A progress review is not a rating. This communication normally includes a discussion between the supervisor and the employee regarding the employee's performance as compared to the performance standards of critical elements.

P. Rating Official. Generally the employee's immediate supervisor, who prepares the employee's performance plan with input from the employee, conducts progress reviews, and prepares evaluations and the final rating of record.

Q. Rating of Record. The performance rating prepared at the end of an appraisal period for performance of assigned duties over the entire period and the assignment of a summary level as specified in 5 C.F.R. 430.

R. Reviewing Official. The immediate supervisor of the Rating Official, except as otherwise approved by the Office of Human Resources for DO; or, if the Rating Official is the Assistant Secretary level or higher, he or she will also serve as the Reviewing Official.

S. Self Assessment. An employee's summary of his or her performance of assigned duties and responsibilities against established performance plan requirements.

T. Within-Grade Increase. A periodic increase in a GS/FWS or equivalent pay system employee's rate of basic pay from one step of his or her grade to the next higher step in that grade in accordance with 5 U.S.C. 5335.

OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY REQUEST FOR DEPARTMENTAL OFFICES EMPLOYEES

SECTION 1 – TO BE COMPLETED BY EMPLOYEE

A. NAME *(Last, First, Middle Initial)*	**B. EMPLOYEE OR SOCIAL SECURITY NUMBER**

C. EMPLOYEE TITLE AND OFFICE NAME *(include telephone number)*

D. NAME AND ADDRESS OF PROSPECTIVE OUTSIDE EMPLOYER OR BUSINESS ACTIVITY

E. DESCRIPTION OF OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY DUTIES

F. HOURS OF DUTY FOR OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY *(fill in numbers below)*	**G. DURATION OF OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITY** *(check one)*
_____ **hours per day** _____ **days per week**	☐ **INDEFINITE** ☐ **TEMPORARY** (from __/__/____ to __/__/____)

H. I hereby certify that the information I have provided is complete and accurate to the best of my knowledge. I acknowledge that if my outside employment or business activity request is approved, I must: (a) reapply for written permission if the nature of this employment or business activity changes materially; (b) reapply for written permission upon movement or transfer to another office under a different supervisor; and (c) provide written notification to my supervisor and the Office of Personnel Resources when my approved employment or business activity is terminated.

I. EMPLOYEE SIGNATURE	**J. DATE** / /

SECTION 2 – TO BE COMPLETED BY SUPERVISOR

A. REQUEST IS: ☐ **APPROVED** ☐ **DENIED**	**B. IF DENIED, state basis for denial.** *(See Departmental Offices Directive DO-611 for DO policy on approving outside employment or business activity requests.)*

C. SUPERVISOR'S SIGNATURE AND TITLE	**D. DATE** / /

PRIVACY ACT STATEMENT

Title I of the Ethics in Government Act of 1978, as amended, 5 U.S.C. app. §101, et seq., 5 C.F.R. Part 2635 of the Office of Government Ethics regulations, and 5 C.F.R. Part 3101 of the Department of Treasury regulations require that Treasury employees obtain approval before engaging in any outside employment or business activity. The primary use of the information on this form is by your supervisor and other Treasury officials to approve and record your request for outside employment or business activity. Additional disclosures of the information may be to a Federal, state or local law enforcement agency when Treasury becomes aware of a potential violation of civil or criminal law or to a Federal agency when conducting an investigation for employment or security reasons.

Where the employee identification number is your Social Security Number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary, but failure to do so may result in disapproval of this request.

DO F 611.1 (Rev 5/07)

Department of the Treasury
Departmental Offices
NTEU Grievance Form

1. Date	
2. Grievant (name of employee(s)) or local chapter:	3. Employee position and post of duty:
4. Employee's Immediate Supervisor:	5. Employee's Representative: Self _____ Union _____
6. Name of NTEU Representative:	7. NTEU Representative Telephone Number:
8. Specific article(s) of the agreement alleged to have been violated; Sections of applicable law or regulation alleged to have been violated; or the specific nature of the employment condition in dispute:	
9. Is a grievance meeting requested: Yes _____ No _____	
10. Statement of the circumstances giving rise to the grievance (i.e. the nature of the incident, persons involved, time, date, place, etc.)	
11. Remedy requested:	
12. Employee Signature:	13. NTEU Representative Signature:

Departmental Offices
Official Time Form

This form is only to be used by National Treasury Employee Union (NTEU) Local 297 representatives for requesting release from the worksite to perform representational duties and to record the use of official time to include preparation and travel time, if any. Only those officials officially designated as union representatives under the provisions of Article 31, Section 5 may be granted official time. The procedures regarding official time are contained in the DO/NTEU Agreement, Article 31, *Union Representatives and Official Time.*

The Union representative should complete Part A and Part C of this form and provide to the supervisor with as much advance notice as possible. The supervisor will complete Part B, and explain any reason for disapproval or deferral as appropriate.

Upon the Union officials return to duty, Part C of this form must be corrected to reflect actual time by applicable category. The time identified for each of the four categories will be recorded in the official timekeeping system WebTA under the respective transaction code. Copies of this form should be retained in the time and attendance file, with the supervisor, and with the Union representative. The supervisor will forward a copy of the competed form to the Office of Human Resources Operations for DO where the Local 297 Bank time Account will be debited for any bank time used.

Part A: Request/Approval For Release For Official Time

I am requesting approximately _____hours of official time from _____ to _____ on _____ to perform official union representational duties as authorized by Title 5 USC Chapter 71 and Article 31 of the DO/NTEU Agreement.

_____
Employee signature and date

Part B: Supervisory Determination

The request is:

Approved
Disapproved (Provide explanation in notes area below)
Deferred (Provide explanation in notes area below)

_____
Supervisory signature and date

Actual Release time: _____ Actual Return time: _____
Note: If actual time used varies from the original request, prepare a corrected form to reflect the time actually used by category in **Part C.**

Notes (attach additional pages as needed)

Part C: Recording Official Time

Category	Purpose	Bank Time	Non-Bank
Base/Grievance/Appeals			
Grievance meetings and arbitration hearings (including preparation of grievances and preparing for arbitration)			
To prepare witnesses			
Meeting to discuss or present unfair labor practice charge or unit clarification petitions			
To meet with national staff representatives of the Union in connection with a dispute, arbitration, or ULP charge			
To participate in Authority investigation or preparation for a hearing as representative of the union			
To prepare witnesses			
To meet with national staff representatives of the union in connection with a dispute, arbitration, or ULP charge			
Meetings to present appeals in connection with statutory or regulatory appeal procedures in which the union is designated as representative, upon employee request			
Sub Totals -- Bank and Non-Bank Hours			
TOTAL HOURS -- Base/Grievance/Appeals (To be entered into WebTA)			
Base/Labor-Management			
To participate in collaborative activities			
Examination of bargaining unit employees by a representative of the Employer in connection with an investigation			
Meetings with the Employer concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 USC 7114(a)(2)(A)			
Meetings to discuss or present unfair labor practice charges or unit clarification petitions			
Meetings of committees on which union representatives are authorized membership pursuant to this Agreement			
To engage in lobbying activities (e.g., visiting, phoning or writing to elected representatives) on matters concerning Union employees' conditions of employment			
To prepare and maintain records and reports required of the Union by 5 USC7120 (c)			
Meetings for the purpose of presenting replies to proposed termination of probationers, union employee request			
Prepare or present oral replies or written responses to notices of proposed disciplinary, adverse or unacceptable performance actions, upon employee request			
To prepare a reconsideration statement in connection with the denial of a within grade increase, upon employee request			
To attend/conduct Union training (Requires management approval. see Article 31, Section 6C)			
Sub Totals -- Bank and Non-Bank Hours			
TOTAL HOURS -- Base/Labor-Management (To be entered into WebTA)			
Base/Midterm Negotiations			
To prepare for local or national joint committee meetings and local and national negotiations (Single Issue Negotiations)			
Sub Totals -- Bank and Non-Bank Hours			
TOTAL HOURS -- Base/Midterm Negotiations (To be entered into WebTA)			
Base/Negotiations/Reopener			
To prepare for local or national joint committee joint meetings and local and national negotiations. (Contract Negotiations)			
Sub Totals -- Bank and Non-Bank Hours			
TOTAL HOURS -- Base/Negotiations/Reopener (To be entered into WebTA)			
GRAND TOTAL of Bank and Non-Bank Sub Totals			

Enter time into WebTA,

Provide a copy of form to the Office of Human Resources Operations for DO

Article 36, Dues Withholding

FILE LAYOUT

The following table fields/columns should be included in the dues withholding file:

Name of field/ column	Description of data in each column	Type of Data*	Maximum Length
Agency ID	The Id number of your agency	N-C	10
PP Date	Pay Period Date	Date	-
Chapter ID	ID of member chapter	N-C	10
Fname	First Name	N-C	15
Lname	Last Name	N-C	16
Middle	Middle Initial	N-C	1
Amount	Total Amount of Dues Withheld	N	6
WAEID	Seasonal Member ID	N-C	3
DW code	Dues Withholding code	N-C	1
Duty State	State in which Member works	N-C	2
Duty City	City in which Member works	N-C	4
Duty Country	Country in which Member works	N-C	3
Grade	Level Member is paid at	N-C	2
Step	Level within grade Member is paid at	N-C	2
PayPlan	Pay Plan chart Member is paid on	N-C	2
Nat Amount	Member dues due to NTEU	N	6
Local Amount	Member dues due to local chapters	N	6
Adj base Pay	Adjustable Base Pay	N	8

*Key N-C = Numbers and/or characters (Alphanumeric) N = Numbers only

DUES WITHHOLDING BI-WEEKLY TAPE CODE LEGEND	
CODE	**DESCRIPTION**
D	Continuing (Pay Period that Seasonal returns to duty)
E	Insufficient Pay
F	New Allotment
G	Revocation
H	Separation (Other than Retirement)
J	Movement Out of Recognition Area
K	Seasonal WAE to Non-duty Status (Pay Period that Seasonal is Placed in Non-duty Status)
L	Temporary Promotion/Reassignment to Non Bargaining Unit Position
M	Reactive Union Dues After Temporary Promotion/Reassignment
N	Non-duty Status (Seasonal continues to be in Non-duty Status)
R	Retirement
T	Transfer from One NTEU Chapter to Another Within the Same Agency
X	Deceased

Department of the Treasury

Compensatory Time Off for Travel
Commercial Transportation

Employee's Name:

Employee's Normal Work Schedule:
Example: M-F 7:30 am to 4:00 pm

Bureau and Division (include official duty station/locality area):

Period of Travel (include the dates of the entire TDY):
Example: January 31, 2005 to February 11, 2005

Temporary Duty Station:

1. Departure from Official Duty station:

A. Date of Departure:

B. Indicate the name and location of the Mode of Transportation (MOT) used:
Example: Reagan National Airport, Washington, DC; Grand Central Train Station, New York

C. Which location are you leaving from to the MOT for TDY travel:
____ Worksite
____ Home *(if checked continue to E.)*

D. Departure from Worksite:
Example: Left worksite at 4:00 pm arrived at airport at 4:30 pm = 30 minutes

Time spent traveling from worksite to MOT*	

**You can claim this time for compensatory time off only for the amount of time spent traveling is outside your normal scheduled working hours.*

Employee's Name: 2
Period of Travel:

E. Departure form Home:
Is the location of the MOT within your official duty station? Check One.

___ YES *(this is considered normal home-to-work commute time and is not creditable for compensatory time off)*
___ NO, then compute the time below.

Time spent traveling from home to MOT	
Deduct normal commuting time between home and official duty station (worksite)	
Difference*	

**You can only claim the difference for compensatory time off, if the time spent traveling to the MOT is greater than your normal home-to work commute time. Hours claimed must be outside your normally scheduled working hours.*

F. Estimated travel time on commercial carrier:
Example: Airline itineraries will note the flying time to arrive at the destination.

G. Departure on Mode of Transportation(MOT):

Waiting Time at MOT	
Time Spent Traveling on MOT	
Time Spent Traveling from MOT to TDY site *(Example hotel, meeting location, conference)*	
Deduct any time spent in these non-travel activities. This is not an all inclusive list.	
Bona-Fide Meal Periods	
Extended waiting period/delays. Free to rest/sleep or otherwise use the time for his/her own purposes.	
Other (describe activities):	
Total Time Spent Traveling	

Note: Hours claimed must be outside your normally scheduled working hours.

H. Did you experience any unusual delays or wait time while traveling on the MOT? Explain.

Employee's Name: 3
Period of Travel:

2. Departure from Temporary Duty Station:

A. Date of Departure:

B. Departure from TDY Site:
Example: Left TDY site at 4:00 pm arrived at airport at 4:30 pm = 30 minutes

Time spent traveling from TDY Site to MOT	

**You can claim this time for compensatory time off only for the amount of time spent traveling is outside your normally scheduled working hours.*

C. Estimated travel time on commercial carrier:
Example: Airline itineraries will note the flying time to arrive at the destination.

D. Departure on Mode of Transportation (MOT):

Waiting Time at MOT	
Time Spent Traveling on MOT	
Deduct any time spent in these non-travel activities. This is not an all inclusive list.	
Bona-Fide Meal Periods	
Extended waiting period/delays. Free to rest/sleep or otherwise use the time for his/her own purposes.	
Other (describe activities):	
Total Time Spent Traveling	

Note: Hours claimed must be outside your normally scheduled working hours.

E. Did you experience any unusual delays or wait time while traveling on the MOT? Explain.

Employee's Name: 4
Period of Travel:

3. Home Arrival:

A. Date Arrived back at Official Duty Station location:

B. Arrival to Home:
Is the location of the MOT within your official duty station? Check One.

___ YES *(this is considered normal home-to-work commute time and is not creditable for compensatory time off)*
___ NO, then compute the time below.

Time spent traveling from MOT to home	
Deduct normal commuting time between home and official duty station (worksite)	
Difference*	

**You can only claim the difference for compensatory time off, if the time spent traveling from the MOT is greater than your normal home-to work commute time. Hours claimed must be outside your normally scheduled working hours.*

Amount of Compensatory Time Off requested. *When computing the amount of time, please remember that you may NOT include any commuting time between your home and transportation (airline/train station) and vice-versa when the transportation terminal is located within your official duty station. This time is considered normal home-to-work and work-to-home commuting time. Indicate the dates and amount of compensatory time off.*

Use chart below to track the pay period in which compe nsatory time off was earned

Point of Departure	Date of Travel	Total Time Spent Traveling	Pay Period in which Travel Occurred
Departure from Official Duty Station *(include amounts calculated from 1.D. or 1.E. and 1.G.)*			
Departure from TDY Site *(include amounts calculated from 2.B., 2.D)*			
Arrival Home *(include amount calculated in 3.B.)*			

Claim below the amount of the compensatory time off and indicate the pay period:
Example: January 31, 2005 – 4 hours of comp time in pay period 03
February 11, 2005 – 6 hours of comp time in pay period 03.

Employee's Signature and Date:

Approving Official Signature and Date:

RECORD of Creditable Hours under Compensatory Time Off for Travel

To be completed by individual responsible for time and attendance keeping.

Based on the information provided you must determine the amount of compensatory time off to be credited in each pay period. Below please provide the amount of compensatory time off earned in which pay period. You must provide a copy of this record to the approving official and employee.
Example: 4 hours earned in PP 02 and 6 hours earned in PP 03.

Employee's Name:

Date(s) of Travel:

Number of Compensatory Time for Travel Credited:

Pay Period Earned	Amount of Creditable Hours

This type of Compensatory Time Off is credited in the pay period that it is earned. An employee must use his or her accrued compensatory time off within 26 pay periods after the compensatory time is earned. If not used within this time limit, the employee will forfeit unused compensatory time off. In addition, when an employee separates from Federal service or transfers to another Federal agency, an employee's unused compensatory time off balance will be forfeited.

Article 38, Transfer of Function

Current regulations applicable to Transfer of Function are set forth below. If regulations applicable to Transfer of Function are changed during the life of this agreement, the parties agree they will adopt and follow those new regulations immediately.

5 C.F.R. 351.203 – Definition of Transfer of Function
Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

5 C.F.R. 351.301 – Transfer of Function, Applicability
(a) This subpart is applicable when the work of one or more employees is moved from one competitive area to another as a transfer of function regardless of whether or not the move is made under authority of a statute, Executive order, reorganization plan, or other authority.
(b) In a transfer of function, the function must cease in the losing competitive area and continue in an identical form in the gaining competitive area (i.e., in the gaining competitive area, the function continues to be carried out by competing employees rather than by noncompeting employees).

5 C.F.R. 351.302 – Transfer of Employees
(a) Before a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in the tenure of his or her employment.
(c) Regardless of an employee's personal preference, an employee has no right to transfer with his or her function, unless the alternative in the competitive area losing the function is separation or demotion.

5 C.F.R. 351.303 – Identification of Positions with a Transferring Function
(a) The competitive area losing the function is responsible for identifying the positions of competing employees with the transferring function. A competing employee is identified with the transferring function on the basis of the employee's official position. Two methods are provided to identify employees with the transferring function:

(1) Identification Method One; and
(2) Identification Method Two.

(b) Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which Identification Method One is not applicable.
(c) Under Identification Method One, a competing employee is identified with a transferring function if:

(1) The employee performs the function during at least half of his or her work time; or
(2) Regardless of the amount of time the employee performs the function during his or her work time, the function performed by the employee includes the duties controlling his or her grade or rate of pay.

(3) In determining what percentage of time an employee performs a function in the employee's official position, the agency may supplement the employee's official position description by the use of appropriate records (e.g., work reports, organizational time logs, work schedules, etc.).
(d) Identification Method Two is applicable to employees who perform the function during less than half of their work time and are not otherwise covered by Identification Method One. Under Identification Method Two, the losing competitive area must identify the number of positions it needed to perform the transferring function. To determine which employees are identified for transfer, the losing competitive area must establish a retention register in accordance with this part that includes the name of each competing employee who performed the function. Competing employees listed on the retention register are identified for transfer in inverse order of their retention standing. If for any retention register this procedure would result in the separation or demotion by reduction in force at the losing competitive area of any employee with higher retention standing, the losing competitive area must identify competing employees on that register for transfer in the order of their retention standing.

5 C.F.R. 351.401 – Determining Retention Standing
Each agency shall determine the retention standing of each competing employee on the basis of the factors in this subpart and in subpart E of this part.

5 C.F.R. 351.402 – Competitive Area
(a) Each agency shall establish competitive areas in which employees compete for retention under this part.
(b) A competitive area must be defined solely in terms of the agency's organizational unit(s) and geographical location, and it must include all employees within the competitive area so defined. A competitive area may consist of all or part of an agency. The minimum competitive area is a subdivision of the agency under separate administration within the local commuting area.
(c) When a competitive area will be in effect less than 90 days prior to the effective date of a reduction in force, a description of the competitive area shall be submitted to the OPM for approval in advance of the reduction in force. Descriptions of all competitive areas must be made readily available for review.
(d) Each agency shall establish a separate competitive area for each Inspector General activity established under authority of the Inspector General Act of 1978, Public Lay 95-452, as amended, in which only employees of that office shall compete for retention under this part.

5 C.F.R. 351.403 – Competitive Level
(a)(1) Each agency shall establish competitive levels consisting of all positions in a competitive area which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption.
(2) Competitive level determinations are based on each employee's official position, not the employee's personal qualifications.
(3) Sex may not be the basis for a competitive level determination, except for a position OPM designates that certification of eligibles by sex is justified.

5 C.F.R. 351.501 – Order of Retention – Competitive Service

(a) Competing employees shall be classified on a retention register on the basis of their tenure of employment, veteran preference, length of service, and performance in descending order.

5 C.F.R. 351.505 - Records

(b) The agency must allow its retention registers and related records to be inspected by:
(1) An employee of the agency who has received a specific reduction in force notice, and/or the employee's representative if the representative is acting on behalf of the individual employee;
(c)(1) The complete retention register with the released employee's name and other relevant retention information (including the names of all other employees listed on that register, their individual service computation dates calculated under 351.503(d), and their adjusted service computation dates calculated under 351.503(e)) so that the employee may consider how the agency constructed the competitive level, and how the agency determined the relative retention standing of the competing employees.

U.S. Department of the Treasury
Office of Inspector General
Office of Investigations

Employee Notification Regarding Third Party Interviews

The Treasury Office of Inspector General (OIG) is conducting an investigation pursuant to its authority under the Inspector General Act of 1978, as amended, 5 U.S.C. Appendix 3. You are not the subject of this investigation, but have been determined to possess information relevant to the investigation. As a Treasury employee, you are obligated to cooperate, provide information, and execute sworn statements, as requested. See Treasury Employee Rules of Conduct, 31 C.F.R. § 0.207, and Treasury Directive 40-01 Part 1(2)e, excerpted below.

You may be held criminally and/or administratively responsible for any false statements you make in connection with this investigation. You may also be held administratively responsible for any violation of law, rule, or any regulation including; Treasury Employees Rules of Conduct 31 C.F.R. part 0, the Standards of Ethical Conduct for Employees of the Executive Branch 5 C.F.R. Part 2635, Supplemental Standards of Ethical Conduct for Employees of the Department of the Treasury 5 C.F.R. Part 3101, and the Treasury Ethics Handbook you may admit to during this interview. Therefore, if at any time during this interview you reasonably believe that you may be subjected to criminal sanctions as a result of your statements, you have the right to seek legal counsel prior to providing your answer(s). If you reasonably believe that you may be subject to administrate discipline as a result of your statement(s), you may request that a representative of your bargaining unit organization be present during the interview.

I acknowledge receipt of the aforementioned notification of my rights.

Signature Date

Witness Signature Date

The Inspector General of the U. S. Department of the Treasury, pursuant to the authority contained in 5 U.S.C., Appendix 3, requests that you furnish information or assistance. Pertinent sections of the Untied States Code are set forth on the reverse hereof. The request is made for official and/or law enforcement purposes

and in connection with an official investigation being conducted by our office.

***CAUTION*:** **Representatives of the Office of the Inspector General are required to show their official identification when personally requesting information or assistance.**

Requested by: _

(Name and Title)

Treasury Employee Rule of Conduct 31 C.F.R. § 0.207, Cooperation with official inquiries, requires that:

Employees shall respond to questions truthfully and under oath when required, whether orally or in writing, and must provide documents and other materials concerning matters of official interest when directed to do so by competent Treasury authority.

TD 40-01 Part 1(2)e requires that:

All Treasury employees shall cooperate fully with duly authorized representatives of the OIG by disclosing complete and accurate information pertaining to matters being investigated, audited or reviewed by the OIG. If the employee is the subject of an investigation, the employee will be afforded all required rights.

This report contains sensitive law enforcement material, and is the property of the OIG. It may not be copied or reproduced without written permission from the OIG. This report is FOR OFFICIAL USE ONLY, and its disclosure to unauthorized persons is strictly prohibited and may subject the disclosing party to liability. Public availability to be determined under 5 U.S.C. §§ 552, 552a.

Date Printed:4/16/09

Form OI-93

Office of the Inspector General – Investigations
Department of the Treasury

ADVICE OF RIGHTS (MIRANDA)

You have the right to remain silent.

Anything you say can be used against you in a court or other proceeding.

You have the right to consult an attorney for advice before making any statement or answering any questions, and you may have him/her present with you during questioning.

You may have an attorney appointed by the U.S. Magistrate or the court to represent you if you cannot afford or otherwise obtain one.

If you decide to answer questions now, with or without an attorney, you still have the right to stop the questioning at any time.

However, you may waive the right to advice of counsel and your right to remain silent and answer questions or make a statement without consulting an attorney if you so desire.

Do you understand your rights? _ _ _ _ _ _ _ _ _ _ _

Do you waive your rights? _ _ _ _ _ _ _ _ _ _ _

(Date/ Time)	(Location)	(Printed Name)	(Signature)

(Witness' Printed Name)	(Witness' Printed Name)
(Witness' Signature)	(Witness' Signature)
(Date/Time)	(Date/Time)

ADVICE OF RIGHTS (BECKWITH/GARRITY)

This interview is voluntary.

You have the right to remain silent if your answers may tend to incriminate you.

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

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

I have read the aforementioned and agreed to the terms mentioned therein.

(Date/Time)	(Location)	(Printed Name)	(Signature)

(Witness' Printed Name)	(Witness' Printed Name)
(Witness' Signature)	(Witness' Signature)
(Date/Time)	(Date/Time)

ADVICE OF RIGHTS (KALKINES)

You are being asked to provide information as part of an administrative inquiry being conducted by the Office of Inspector General. This inquiry is being conducted pursuant to the Inspector General Act of 1978, as amended.

This inquiry pertains to (Insert specific information relative to the topic and line of questioning covered by this warning document. For example, "This inquiry pertains to the circumstances of the August 30, 2002, letter you wrote to John Jones, ABC Construction Company, Alexandria, VA, regarding a potential contract to repair sections of the George Washington Memorial Parkway adjacent to Ronald Reagan National Airport). **This inquiry is solely administrative in nature.** ***This matter has been briefed to the U.S. Attorney's Office on (Insert date here) and was declined for prosecution.***

You have a duty to disclose information in your possession and to answer the questions posed to you pertaining to this inquiry. Agency disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully.

Neither your answers to the questions pertaining to the matter under inquiry, nor any information or evidence gained by reason of your answers can be used against you in any criminal proceeding. However, if you provide false statements or information in your answers, you may be criminally prosecuted for that action. The answers you furnish and any information or evidence resulting there from may be used in the course of agency disciplinary proceedings.

I have read the aforementioned and agreed to the terms mentioned therein.

(Date/Time)	(Location)	(Printed Name)	(Signature)

(Witness' Printed Name)	(Witness' Printed Name)
(Witness' Signature)	(Witness' Signature)
(Date/Time)	(Date/Time)

INDEX

This index identifies the articles (A) and sections (S) in which the key word can be found. For example, A21 S4 would mean the key word can be found in Article 21, Section 4.