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**Agreement
Between the
Bureau of the Fiscal Service
Department of the Treasury
and
National Treasury Employees Union**

PREAMBLE

The Bureau of the Fiscal Service (Fiscal Service) and the National Treasury Employees Union (NTEU) recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

The Fiscal Service and NTEU recognize that the public interest demands the highest standards of employee performance 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 Fiscal Service and NTEU recognize that a mutual commitment to cooperation promotes both the efficiency of Fiscal Service operations and the well-being of its employees.

The Fiscal Service and NTEU agree that the dignity of employees will be respected.

The Fiscal Service and NTEU understand nothing in this Agreement shall be construed to supersede the requirements of the Privacy Act, 5 USC §552(a).

Precedence of Law, Rule, and Regulation

Section 1

In the administration of all matters covered by this Agreement, the parties are governed by the following:

- A. Existing and future laws;
- B. Government-wide rules or regulations in effect upon the effective date of this Agreement; and
- C. Government-wide rules or regulations issued after the effective date of the Agreement that do not conflict with the Agreement.

Section 2

To the extent that provisions of the Fiscal Service Policy Manual or the Department of the Treasury policies are in specific conflict with this Agreement, the provisions of this Agreement will govern.

Section 3

Provisions in this Agreement containing the phrase, “the Employer has determined” or “Management has determined” denote a unilateral determination by the Fiscal Service that is placed in the Agreement for informational purposes. It is understood that such determinations may be unilaterally changed by the Employer after notification to NTEU and to the extent consistent with law. However, if such change impacts conditions of employment of bargaining unit employees, the Employer must notify and negotiate with NTEU as required by law.

The Parties further understand that the Employer fully retains all management rights accorded by 5 USC §7106, and that nothing in this Article shall constitute a waiver of NTEU’s right to negotiate over the Employer’s rules and regulations, to the extent permitted by law.

Article 1

Recognition and Coverage

Section 1

The Bureau of the Fiscal Service, a component of the U.S. Department of the Treasury, also referred to as Fiscal Service, recognizes the National Treasury Employees Union, also referred to as NTEU, as the exclusive representative of bargaining unit employees at all Fiscal Service facilities.

Section 2

The following types of employees are included in the bargaining unit and are covered by this Master Labor Agreement (MLA):

All General Schedule and Wage Grade employees, including professional employees and part-time, seasonal and intermittent employees, employed by Department of the Treasury, the Bureau of the Fiscal Service at its Headquarters, Washington, D.C., and other locations in Hyattsville, Maryland, and Parkersburg, West Virginia; the Regional Field Offices located at Birmingham, Alabama; Kansas City, Missouri; Philadelphia, Pennsylvania; and Austin, Texas; excluding, management officials, supervisors, contract employees, all temporary employees, and employees described in 5 USC §7112(b).

Section 3

When the term “employee(s)” is used anywhere in this Agreement, it refers only to bargaining unit employees.

Article 2

Duration and Obligation

Section 1

- A. Fiscal Service and NTEU will sign this Agreement within ten (10) workdays after it has been ratified by NTEU. After the Agreement has been signed by the Parties, it shall be delivered to the Department under 5 USC §7114(c), which provides that unless disapproved within thirty (30) days, the Agreement shall become effective on the 31st day after the Agreement was signed. In the event, as a result of agency head review, the entire Agreement, or provisions thereof, is disapproved by the Department, the Union may elect to reopen the entire agreement or portions thereof that were disapproved. In the event that a discrete portion(s) of the agreement is (are) disapproved, the disapproved proposals may, by mutual agreement, be severed from the agreement and the approved portion of the agreement may, by mutual agreement, go into effect. Without prejudice to NTEU's right to challenge a Departmental disapproval, the Parties will return to bargaining in an attempt to resolve disapproved provisions. If disapproved provisions are found negotiable by a third party, the language of the original agreement will be adopted, absent agreement otherwise.
- B. The parties will continue for the term of this contract the local agreements and past practices in force as of the effective date of this contract. To the extent that the legacy FMS' Manual of Administration (MOA), legacy BPD's Personnel Directive System (PDS), any successor personnel manual to the MOA or PDS, local agreements or past practices conflict with this contract, the provisions of this contract will govern.

Section 2

- A. This Agreement shall remain in full force and effect for a period of four (4) years from the effective date. Thereafter, it will automatically be renewed on the anniversary of its effective date unless either party gives written notice to the other that it desires to terminate, amend or modify this Agreement. Such written notice shall be provided not earlier than one hundred twenty (120) calendar days, and not later than ninety (90) calendar days, prior to the anniversary of the effective date. Such written notice shall be accompanied by a written statement of the main interests and/or issues of concern. Following notification, the designated national representatives for each party shall meet to arrange for ground rules negotiations, including whether or not bargaining will be interest-based. No later than sixty (60) calendar days prior to expiration of the MLA the Parties will meet to establish negotiating ground rules.
- B. During renegotiations of this Agreement, all provisions, including any provisions that Fiscal Service has elected to negotiate pursuant to 5 USC §7106(b)(1), will remain in effect until replaced by the provisions of the new Agreement.

Section 3

This Agreement may be reopened at any time under the following circumstances:

- A. By mutual agreement of the Parties. Any request for reopening shall include a written summary of the proposed contractual amendments. The Parties will meet within thirty (30) calendar days if there is a mutual agreement to open negotiations. Negotiations shall be limited to those matters addressed in the request to reopen. Amendments agreed to by the Parties will be duly executed. Amendments resulting from these negotiations shall be effective on a date determine appropriate by the Parties.
- B. To amend Articles or negotiate new Articles as required by law or controlling regulations. No changes shall be considered except those bearing directly on and within the scope of such law and regulation.
- C. For a period of thirty (30) days commencing on the two-year anniversary of the effective date of this Agreement, either Party may reopen up to three (3) Articles of this Agreement. Negotiations will commence on all Articles opened by either Party at a mutually agreed time, not later than sixty (60) days from the time of receipt of reopening notification. In order to reopen, either Party must submit notification to the other Party within sixty (60) calendar days following the two-year period. Such notification will include the articles which they wish reopened and a brief statement of the main interests and/or issues of concern.
- D. Fiscal Service will authorize travel and per diem for at least four (4), but not more than five (5), NTEU negotiators for any bargaining pursuant to this Section.

Section 4

In the event that any provision of this Agreement is rendered invalid by the appropriate authority after the effective date of this Agreement, the entire Agreement will not be invalidated. All provisions not invalid will continue in full force and effect for the duration of the Agreement.

Article 3

Merit System Principles

Section 1

Fiscal Service and NTEU recognize and agree to abide by the merit system principles set forth in 5 USC Chapter 23. In this regard:

- A. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a workforce from all segments of society, and 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, gender, sexual orientation, marital status, age, or disabling 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, and 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 workforce should be used efficiently and effectively.
- F. Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and 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 results 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 believe evidences:
 - 1. A 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 and safety.

Section 2

Merit System Principles shall not be abrogated based on sexual orientation.

Article 4

Prohibited Personnel Practices

Section 1

An employee affected by a prohibited personnel practice under 5 USC §2302(b)(1) may raise the matter under a statutory procedure or the negotiated grievance procedure (Article 40), but not both.

Section 2

Any employee, who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority:

- A. Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, disabling condition, 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, 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 5 USC §3110(a)(3)) of such employee, if the position is in the agency in which the employee serves as a public official (as defined in 5 USC §3110(a)(2)).

- H. Take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of:
1. 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. Gross 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; or
 2. A disclosure to the Special Counsel of the Merit Systems Protection Board, or to the Inspector General of an agency or another employee designated by the head of the bureau to receive such disclosures, of information which the employee or applicant reasonable 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.
- I. Take or fail to take any personnel action against an employee or applicant for employment because of:
1. The exercise of any appeal right, complaint, or grievance right granted by any law, rule, or regulation:
 - a. With regard to remedying a violation of Section 2.H. of this Article; or
 - b. Other than with regard to remedying a violation of Section 2.H. of this Article.
 2. Testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in Section 2.I.1.a. or b.;
 3. Cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or
 4. For refusing to obey an order that would require the individual to violate the law.
- J. Discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph 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, of the District of Columbia, or of the United States; or

K. Knowingly –

1. Take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or
 2. Fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement.
- L. Take or fail to take any 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 5 USC §2301.

Article 5

Labor Management Negotiating Procedures

Section 1

NTEU and Fiscal Service agree to be bound to the terms of this Agreement without regard to geographical location or organizational component. The Parties agree, as more fully expressed in Article 2, Duration and Obligation, that the terms of this Agreement shall remain unchanged during its entire term except by mutual consent of the Parties or as may be required by law.

Section 2

Fiscal Service rules, regulations, orders, or other formal directives or, policies or local agreements between the Parties which are inconsistent with this Agreement are superseded, as of the effective date, and shall be amended to conform to this Agreement, or, in the meantime, deemed to conform.

Section 3

Fiscal Service will provide NTEU with written notice and an opportunity to negotiate with respect to changes in the working conditions of bargaining unit employees, except those changes covered elsewhere in the Agreement.

Section 4

- A. Fiscal Service will provide notice to NTEU of Fiscal Service-wide changes in conditions of employment, or of changes in conditions of employment impacting more than one NTEU chapter by written notice to the NTEU National President. Fiscal Service will provide (15) workdays notice of such changes and NTEU will invoke its right to bargain prior to the end of the notice period. After NTEU invokes its rights to bargain, Fiscal Service will provide NTEU with all information necessary and relevant to the change as required by law. When NTEU has invoked its right to bargain and requested a briefing, NTEU will submit proposals within fifteen (15) workdays of the briefing.
- B. When Fiscal Service proposes to make a change in the conditions of employment that is limited to one Local Chapter, the notice will be addressed to the Local Chapter President. Fiscal Service will provide fifteen (15) workdays notice of such changes and NTEU will invoke its right to bargain prior to the end of the notice period. After NTEU invokes its right to bargain, Fiscal Service will provide NTEU with all information necessary and relevant to the change as required by law. When NTEU has invoked its right to bargain and requested a briefing, NTEU will submit proposals within fifteen (15) workdays of the briefing. This does not give Fiscal Service the right to give local notice to any national pilot projects or studies being conducted in one facility.
- C. NTEU may designate a number of representatives equal to the number of Fiscal Service bargaining representatives. NTEU will provide Fiscal Service with a list of designated representatives to be authorized use of official time.
- D. Designated NTEU bargaining representatives shall be entitled to use Chapter Bank/Official time for preparation and negotiations as provided for in Article 9, Union Rights and Representation.

- E. Each Party will designate a Chief Negotiator, who will be authorized by Fiscal Service and NTEU respectively, to represent and negotiate the matters for the respective Party subject to negotiation, consistent with law and the terms of this Agreement.
- F. When an Agreement is reached, it will be typed in final form by Fiscal Service and signed by both Parties. Such agreements and/or understandings shall conclude negotiations on such matters subject to the provisions of Section 6 of this Article. Fiscal Service agrees to publish all such agreements on the Intranet.
- G. When NTEU invokes its right to bargain and requests a briefing concerning a proposed change in conditions of employment, the fifteen (15) workday period during which NTEU will provide proposals referenced in Sections 4.A. and 4.B. will commence the day following the briefing. In the event that NTEU requests additional information regarding the proposed change following the briefing, the fifteen (15) workday period during which to submit proposals shall begin on the first workday following the day Fiscal Service provided the requested information to NTEU or provided a response indicating that the information will not be provided and specified the basis for the denial of information.
- H. The parties agree to make reasonable efforts to minimize travel costs associated with negotiations conducted pursuant to this Article by utilizing alternatives to face to face bargaining where feasible.
 - 1. For term and mid-term bargaining pursuant to Article 5 of this Agreement, the Employer will authorize and pay for per diem and travel costs for up to five (5) NTEU representatives.
 - 2. Subject to Section 4.H.3., for all bargaining conducted pursuant to this Article, the Employer will authorize and pay for per diem and travel costs for up to four (4) NTEU representatives.
 - 3. In the event the parties negotiate a Fiscal Service-wide initiative pursuant to this Article, NTEU may request that the Employer authorize and pay per diem and travel costs for additional NTEU representatives to ensure that each Chapter will be represented at such negotiations.
- I. When appropriate, the parties shall negotiate ground rules to govern negotiations conducted pursuant to this Article. Such ground rules will address issues such as:
 - 1. The composition of bargaining teams;
 - 2. The times and places where negotiations will be conducted;
 - 3. The duration of bargaining sessions; and
 - 4. External publicity of the matters that are the subject of the negotiations.

Section 5

Both Parties agree to be bound to the resolution of submitted issues imposed by the formal dispute resolution procedures of the Civil Service Reform Act. If such decisions are inconsistent with the action taken by management, Fiscal Service shall conform to any such final resolution retrospectively to the extent required by law.

Section 6

- A. Fiscal Service and NTEU agree that any local supplements to this Agreement shall not delete, modify or otherwise nullify any provision, policy or procedure in this Agreement; nor shall any provision in a local supplement be in conflict with any provision of this Agreement, law, directives of Fiscal Service, Government-wide regulations or outside authority binding on Fiscal Service. All local supplements shall be subject to the terms and conditions of this Agreement.
- B. Local supplements shall be limited to solely local matters. Determination of other items which are National matters in scope shall be made mutually by the Parties at the National level. Subject matters for local supplements do not include such matters as:
 - 1. Subject matter already contained in this Agreement;
 - 2. Interpretation of and application of this Agreement; or
 - 3. Subject matter that affects more than one local or has been the subject of bargaining at the National level.

Section 7

Any time limits cited in this Article may be extended by mutual agreement.

Article 6

Facilities and Services

Section 1 – NTEU Space

- A. Upon advance request in writing to the Labor Relations Officer or other designated Fiscal Service official (generally at least three (3) workdays) by NTEU, Fiscal Service agrees to provide space (if available) in Fiscal Service facilities for NTEU meetings and internal elections. Employees attending these meetings and elections may only do so during nonworking time. It is agreed that NTEU will comply with all safety, security, and maintenance requirements by Fiscal Service.
- B. Fiscal Service agrees to provide each local NTEU Chapter in a Regional Field Office and each Headquarters building where stewards are located with one (1) lockable two drawer file cabinet. In addition, the Headquarters Local Chapter will be provided with two (2) lockable four drawer file cabinets. NTEU officials shall be responsible for its use and condition. NTEU officials will sign a receipt for property provided for NTEU use.
- C. Fiscal Service agrees to provide the following to each local NTEU Chapter in Fiscal Service:
1. The employer shall provide all existing and future Fiscal Service chapters of NTEU with at least one area of office space.

The space is provided for the exclusive use of NTEU and will be supplied with at least a desk, desk chair, three (3) regular chairs, a lockable file cabinet and a telephone for union-management business. Each chapter will be provided with a computer and software capable of accessing Fiscal Service's electronic communication system. The Parties agree that the employer will provide enclosed office space.

The entitlement to more office space in those chapters that currently have more than one office, as of the effective date of this Agreement, will not be affected by this Article of the contract.
 2. The Parties shall negotiate locally over the placement and security of the NTEU office. Any bargaining over Fiscal Service facility relocation shall include the issue of the NTEU office.
- D. Fiscal Service agrees to notify NTEU, as far in advance as possible, when any changes are to be made in their assigned space or other changes affecting arrangements made under the provisions of this Section. Fiscal Service will determine and make the best possible arrangements within the above stated options to accommodate NTEU needs within its available space and resources. None of the provisions in this Section will require Fiscal Service to acquire or construct additional office or private space.
- E. NTEU officers shall be fully responsible for the use and condition of all allocated space and for safeguarding all Federal property provided for their use. NTEU is fully responsible for any and all unauthorized usage of telephones, electronic communications or other Federal property assigned to them. Government telephones and communication systems may only be used for union-management business that includes communications related to employer-union business, but may not be used for internal union business.

Section 2 – Confidential Meeting Space

Upon reasonable advance request by NTEU to the Labor Relations Officer, or other designated management official, Fiscal Service will provide, if available, a confidential meeting space at the local Fiscal Service location for employees to meet with an NTEU official and/or national field representative. The employee and/or NTEU official may use official time as provided for in Article 9, Union Rights and Representation, or the employee may use annual leave.

Section 3 – NTEU Bulletin Boards

- A. At each building, Fiscal Service agrees to provide NTEU with bulletin board space, with dimensions of approximately 2' x 3' on the central bulletin board. NTEU may title such space "NTEU Chapter ____." Such bulletin board space can only contain material which does not reflect adversely on the integrity or motives or impugn the character of any individuals, other labor organizations, Government agencies or activities of the Federal government. Such material otherwise will be removed promptly.
- B. In those buildings in which Fiscal Service occupies two or more floors, an NTEU bulletin board will be placed on each floor when not restricted or prohibited by the lessor in a location that is accessible to all employees.

Section 4 – Distribution of NTEU Materials

- A. NTEU may distribute material in non-work areas on Fiscal Service's premises provided that both the employees distributing and receiving the materials are on their own time (before or after work hours, break period or lunch period) and that the contents of such material complies with Section 3 of this Article.
- B. Fiscal Service has determined that it will permit NTEU to distribute material in work areas provided that:
 - 1. The employee distributing the material is on his/her own time;
 - 2. The distribution of such material does not cause a work disturbance; and
 - 3. Prior notification is given to the area supervisor, when practicable.
- C. It is understood that employees receiving such material cannot read it until they are on non-work time.
- D. If distribution is planned to take place in any commercial enterprises on Fiscal Service premises (e.g., cafeteria), then the same approval required of Fiscal Service and other Fiscal Service groups must be secured.

Section 5 – Visitor Meeting Space

Upon advance request to the Labor Relations Officer or other locally designated management official (at least two (2) workdays), an NTEU Field Representative or other NTEU official will be granted access to a meeting room, if available, at Fiscal Service locations, to meet with employees. Such visitors are subject to safety, security, and maintenance requirements.

Section 6 – Equipment

- A. NTEU use of Fiscal Service copying equipment, including printers and fax machines for communications concerning union-management business, is permitted. NTEU will abide by all Fiscal Service protocol for the use of such equipment. NTEU will request advance approval for any large volume demands on the above equipment.
- B. NTEU's use of Fiscal Service copying equipment, including printers and fax machines, for internal union matters, is prohibited.

Section 7 – Access to Agreement

- A. Fiscal Service shall provide a link to a copy of this Agreement on the front page of the Fiscal Service Intranet and shall bear the cost of providing one hundred (100) copies to NTEU. In addition, Fiscal Service will provide a copy of the Agreement to each new bargaining unit employee.
- B. Fiscal Service will provide a page on the Fiscal Service Intranet which lists each NTEU Chapter and its telephone number.

Section 8 – New Employee Orientation

- A. NTEU representatives will be permitted to address new employees during entry on duty (EOD) sessions. NTEU will have thirty (30) minutes prior to the end of the session to address employees and explain the union, its status as exclusive bargaining agent, this Agreement and other matters concerning labor-management relations other than internal union business. NTEU may distribute material during its presentation and may have access to all appropriate audio/visual technology or devices where available for the purpose of presenting information.
- B. Representatives may attend sessions using office time as provided in Article 9, or may use non-duty time. NTEU shall normally have five (5) days notice of EOD sessions.

Section 9 – Personnel Policies

Fiscal Service will provide each Local Chapter President and NTEU National with a copy of each newly developed Fiscal Service personnel policy via the Fiscal Service Intranet or electronic copy as soon as practical, but no later than thirty (30) days after publication. Fiscal Service will notify NTEU via e-mail of updates and revisions pertaining to personnel policies and practices, and matters affecting working conditions (including any revisions to legacy Bureau policies contained within the legacy FMS Manual of Administration and the legacy BPD Personnel Directive System) as soon as practical, but no later than thirty (30) days of the change.

Section 10 – Communication Options

NTEU shall have access to Fiscal Service's internal communication systems, which include: mail, e-mail, Fiscal Service Intranet, Internet, fax, and telephone to communicate regarding labor management relations. NTEU will comply with all Fiscal Service rules and regulations concerning the use of such equipment.

Section 11 – Representation of Non-Members

NTEU has the right to refuse to represent non-members outside of the contract, e.g., statutory appeals of adverse actions and EEO complaints.

Section 12 – New Contract Training

It is the goal of NTEU and Fiscal Service to provide joint training on the new contract to all employees.

Article 7

Employer Rights and Obligations

Section 1

Consistent with 5 USC §7106, Fiscal Service shall have the authority to:

- A. Determine the mission, budget, organization, number of employees, and internal security practices of the Bureau; and
- B. In accordance with applicable law:
 - 1. Hire, assign, direct, layoff, and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 2. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which Bureau 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
 - 4. Take whatever actions may be necessary to carry out the Bureau's mission during emergencies.

Section 2

Nothing in this Agreement shall preclude or require Fiscal Service from negotiating, at its election, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, on the technology, methods, and means of performing work within Fiscal Service.

Section 3

Nothing in this Article shall preclude the Parties from negotiating:

- A. Procedures which management officials will observe in exercising any authority under this Article; or
- B. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by management officials.

Article 8

Employee Rights and Obligations

Section 1

Each employee shall have the right to form, join, or assist any labor organization or to refrain from 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 law and this Agreement, such rights include the right to:

- A. 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
- B. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2

Nothing in the Agreement will require an employee to become or remain a member of a labor organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payment by a member.

Section 3

- A. The initiation of a grievance in good faith by an employee will not cause any reflection on his/her loyalty or desirability to Fiscal Service. Employees and NTEU stewards who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter under this Agreement, be assured freedom of restraint, interference, coercion or discrimination. Pursuant to the Civil Service Reform Act and this Agreement, Fiscal Service will not impose any restraint, interference, coercion or discrimination against any employee in the exercise of his/her right to designate an NTEU steward for the purpose of representing to Fiscal Service any matter of concern over the interpretation or application of this Agreement of representing the employee to any Government agency or official other than the Employer.
- B. Except as otherwise expressly provided in this Agreement or in the Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of views to officials of the Executive Branch, the Congress, or other appropriate authority.
- C. The Parties recognize that this Section does not grant such employees, stewards, or NTEU officers any time under provision of this Agreement except as provided in Article 9, Union Rights and Representation.

Section 4

- A. In the event of a difference of opinion between an employee and his/her supervisor on a matter pertaining to the way in which work should be done, the employee shall comply with the lawful instructions of the supervisor. The supervisor shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor. The employee shall have the option in such situations of referring the difference of opinion to the next level of management for resolution. Nothing in this section shall preclude the timely accomplishment of the supervisors' orders, directions or assignments.
- B. When an employee is assigned, directed, or ordered to perform work not regularly performed by him/her, the supervisor will consider serious health reasons presented by the employee requesting an exemption from such assignment, direction or order.
- C. The Parties recognize that, once an employee has complied with a supervisor's direction, order, or assignment, he/she could file a grievance, complaint (e.g., FLSA, ULP) or appeal (e.g., MSPB, EEOC) as appropriate to seek a remedy of any alleged violation of his/her rights.

Section 5

A. Notice to Employees

When Fiscal Service presents the employee with written notices specified in Section 5.B. of this Article, the employee will simultaneously receive a copy of that written notice which shall state at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU."

B. Section 5.A. of this Article applies to the following material:

- 1. Letters of proposed disciplinary or adverse action;
- 2. Letters of final decision in any disciplinary or adverse action;
- 3. Letters of advance notice or decision to withhold a within grade increase;
- 4. Letters of advance notice or decision to impose a reduction-in-force;
- 5. Letters of advance notice or decision to downgrade an employee's classification;
- 6. Letters from EEO counselors stating why requested relief cannot be granted;
- 7. Letters denying outside employment requests;
- 8. Letters putting an employee on a flexitime or sick leave restriction;
- 9. Letters denying an employee advance annual or sick leave;
- 10. Letters transmitting the final decision of a fails expectations annual evaluation;
- 11. Letters denying a waiver of overpayment;
- 12. Letters denying a request for leave of more than three (3) days;

13. Letters denying an employee access to his/her personnel records;
14. Letters denying an employee's request to work part-time;
15. Letters regarding grievances;
16. Letters regarding statutory appeals not listed herein.

Section 6

Prior to the beginning of an investigatory interview, Fiscal Service shall inform the employee of the specific nature of the matter to be discussed and whether it involves or potentially involves criminal or administrative misconduct.

- A. Fiscal Service agrees to inform employees, by furnishing the Form 71-1 (Appendix 8-1), of their right pursuant to 5 USC §7114(a)(2)(B) to be represented by NTEU during an investigatory interview in connection with an investigation by the Bureau when:
 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 2. The employee requests representation.

If, during the course of an interview, an employee who is not initially the subject of an investigation provides information that would potentially make the employee the subject of the investigation, the employee will be advised orally or in writing of his/her rights.

- B. A statement of such notice (5 USC §7114(a)(2)) will be printed on the cover of this Agreement.
- C. Where the subject of an investigation is being interviewed regarding possible criminal misconduct, the employee shall be entitled to all rights and protections provided by law (e.g., Miranda Warning (Appendix 8-2) and Kalkines Rights (Appendix 8-3)).
- D. The subject of the interview will provide the verbal response to questions. When the person being interviewed is accompanied by a representative furnished by NTEU, the role of the representative includes, but is not limited to, the following:
 1. Clarifying questions;
 2. Clarifying answers;
 3. Assisting the employee to provide favorable or extenuating facts;
 4. Advising the employee.
- E. In accordance with 31 CFR 0.207, 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 the competent Treasury authority.
- F. Upon completion of the investigation, if Fiscal Service's decision is to take no action against the employee who was the subject of the investigation, the following notice will be provided to that employee:

You have been the subject of an administrative investigation based on (description of the issue(s) forming the basis of the investigation). It has been determined that Fiscal Service will take no action against you in this matter.

- G. If an employee provides a witness statement during the course of the investigation and a decision is made that the employee will not be called as a witness, the following notice will be provided to that employee:

The investigation for which you were interviewed as a witness on (DATE) has been concluded. You will not be called to testify.

Section 7

Fiscal Service agrees to provide one (1) NTEU information card (if provided by NTEU) to each new employee. The card will be printed as noted in Appendix 8-4, which is available from the NTEU office.

Section 8

An employee may withdraw a resignation at any time before 11:59 p.m. on the 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 9

Labor and management agree to treat each other with dignity and respect as detailed in Appendix 8-5.

Section 10

Fiscal Service and NTEU agree that employees may engage in partisan political activities to the extent allowed by law.

Article 9

Union Rights and Representation

Section 1 – Exclusive Representative

NTEU has been accorded exclusive recognition and is the exclusive representative of the employees in the unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.

Section 2 – Formal Discussions

- A. It is understood by the Parties that by 5 USC §7114(a)(2)A, of the Statute, NTEU has the right (and shall be given reasonable notice to fulfill the opportunity) to be present at formal discussions between Fiscal Service and one (1) or more employees during which personnel policies and practices, grievances or other matters affecting general working conditions of employees are discussed. For all formal discussions, Fiscal Service will provide NTEU with advance written notice of at least two (2) workdays. This notice time period may be extended by mutual agreement of the Parties. This notice time period may be shortened if management is prevented from giving two (2) workdays notice due to an emergency.
- B. The Local Chapter President or his/her designee involved will be given written notice as to the topics to be discussed at the formal discussion as well as copies of any relevant documents or other materials to be discussed.

Section 3 – Officers and Stewards

- A. Fiscal Service agrees to recognize all NTEU officers and stewards duly authorized by NTEU for which notice has been provided in accordance with Section 5.C.
 1. Each NTEU officer and steward shall be assigned to a specific geographic representational area. NTEU officers and stewards shall be employed within his/her geographic representational area and restrict his/her activities to that area. When seeking NTEU assistance during work hours under this Agreement, employees in a representational area shall receive such assistance only from the steward or chapter official in that geographic area.
 2. Each Chapter will be entitled to one (1) Chief Steward and one (1) Assistant Chief Steward. The chapter that covers the Washington, D.C. metropolitan area (Headquarters) will be entitled to one (1) Chief Steward located at PG Metro II and one (1) at Liberty Center.
 3. For activities having unit employees assigned to second or third shift, one (1) additional steward may be assigned to cover each shift at each separate building at which such shift work is performed. The additional steward(s) must be an employee(s) on the second or third shift. In the event that there are no NTEU members available to serve as stewards on the second or third shift, NTEU may select a steward from another shift to represent employees on the second or third shift with the understanding that there would be no impact and/or changes to the “selectee’s” pay or benefits as a Fiscal Service employee.

- B. Chapter officers and stewards at each regional office or Headquarters are eligible to use official time as provided for in this Article. All official time must be accurately recorded in the electronic time and attendance system.
- C. For each chapter, NTEU will furnish, in writing to the designated management official and the Labor Relations Officer, the names and specific assignments of each of the local NTEU officers and stewards. NTEU shall also notify this designated official in writing of the designation of change in assignment of stewards/officers or local representatives at least three (3) workdays prior to making any change of designation or using official time authorized under this Article.

Section 4 – Solicitation

Membership solicitation and other internal NTEU business will be conducted by NTEU representatives and/or employees only when both are in a non-work status and prior notification is given to the area supervisors. If such business is conducted in work areas during working hours, it is understood that there will be no significant disruption of the work process.

Section 5 – Official Time

- A. Fiscal Service recognizes that time spent conducting NTEU/Fiscal Service business is spent as much in the interest of Fiscal Service as that of the employees. Official time may be designated as general union time, bank time or training bank time as outlined in Section 5.D., E., and F.
- B. Employees
 - 1. When an employee wishes to talk to or meet with an NTEU representative, the employee shall notify his/her supervisor in advance of his/her need to talk or meet with an NTEU representative. If the employee cannot be released from his/her work area, the supervisor shall specify the reasons for the denial and identify the earliest available time the employee can be released, in writing. Employees shall not have the right to leave their work areas to seek out NTEU representatives while on duty (excluding breaks) without prior supervisory approval.
 - 2. In no case will an employee be required to tell a supervisor why he/she wishes to contact or meet with an NTEU representative. However, the employee will always inform the supervisor of the approximate time he/she will be away from the work area, the approximate time when he/she will be returning, and where he/she may be located.
 - 3. When employee returns to his/her work area, he/she will inform the supervisor how much time he/she was away.
- C. NTEU Representatives
 - 1. When engaged in activities authorized under this Article, the NTEU representative will make arrangements with his/her immediate supervisor when requesting to use official time and/or leave his/her work area. Such arrangements should allow the supervisor to contact the representative, if necessary. Except when precluded by work requirements or work schedules, the supervisor will honor such requests. The NTEU representative will also inform his/her supervisor of the time by which he/she expects to return to duty and where he/she will be located. The accurate recording of such time in the electronic time and attendance system is the sole responsibility of the NTEU representative.

2. By mutual agreement, the representative and immediate supervisor may devise any notification procedures that meet the requirements of this section, as long as the procedures are documented and used consistently.
3. In the event the representative cannot be released at the time requested, the supervisor shall specify the reasons for the denial and identify the earliest available time the employee can be released, in writing, if requested.
4. The NTEU representative will be permitted to contact/meet with an employee unless the employee's and/or representative's absence would create a severe workload problem. The representative shall notify the employee's supervisor before contacting/meeting with an employee on duty.
5. When the representative returns to his/her work area, he/she will inform the supervisor how much time he/she was away to ensure accurate time is recorded and certified in the electronic time and attendance system.

If the meetings referenced in Sections 5.B. and C. are postponed for more than one (1) workday, the Parties agree the deadlines for filing a grievance or other complaint shall be extended for as many days as the meetings had to be postponed.

D. General Union Time

General union time is used for meetings between management and NTEU. There is no limitation on the number of general union time hours allowed, and includes:

1. Meetings with Fiscal Service concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 USC §7114(a)(2)(A);
2. Meetings to discuss or present unfair labor practice charges or unit clarification petitions;
3. Meetings for the purpose of presenting replies to proposed termination of probationers;
4. Oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions;
5. Meetings to present appeals in connection with statutory or regulatory appeal procedures in which NTEU is designated as the representative;
6. Meetings for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;
7. Examinations of employees in the unit by a representative of Fiscal Service 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.
8. Grievance meetings and arbitration hearings;

9. Meetings of committees on which NTEU representatives are authorized members pursuant to this Agreement;
10. Using travel time in connection with authorized representational functions described in this Section;
11. Meetings with Fiscal Service for the purpose of hearing an employee's grievance over an employee's appraisal;
12. Negotiations with Fiscal Service;
13. Participation in an Authority investigation or preparation for a hearing as a representative of NTEU;
14. Nationally sponsored events, other than training;
15. To participate in other third Parties proceedings, to the extent authorized by governing law, regulations, and/or this Agreement;
16. Communications with management, whether written, electronic, or telephonic.

Where a dispute arises over the reasonableness of the amount of time to used referred to above, the NTEU representative will be permitted to charge the absence to Bank time pending resolution.

All uses of general union time must be recorded accurately in the electronic time and attendance system.

E. Bank Time

Bank time is granted for all NTEU activities where a management official is not present and is to be used for activities, including, but not limited to, preparation, and reviewing. Bank time is granted annually, on January 1, of each year. Each chapter will receive a total of 2.25 hours of bank time for each bargaining unit employee on the rolls as of December 31.

1. Bank Time is to be used for the following purposes:
 - a. To confer with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;
 - b. To prepare grievances;
 - c. To prepare witnesses in any proceeding for which official time is authorized;
 - d. To review documents of Fiscal Service (copies of documents which are relevant to the matter being investigated will be provided to the NTEU steward upon request and in accordance with law);
 - e. To prepare a reply to a notice of proposed disciplinary, adverse or unacceptable performance action;
 - f. To prepare for arbitration;

- g. To prepare reconsideration statement in connection with the denial of a within-grade increase;
 - h. To meet with national staff representatives of the NTEU in connection with a proposed or actual grievance, arbitration or ULP charge;
 - i. To travel to and from meetings for which the steward receives bank time;
 - j. To prepare comments and gather information about elements and standards pursuant to Article 14 of this Agreement;
 - k. To prepare for Partnership Meetings and local and national negotiations;
 - l. To prepare and maintain records and reports required of NTEU by Federal agencies;
 - m. To maintain NTEU office hours;
 - n. To contact members of Congress and their staffs to discuss legislative and related matters affecting Fiscal Service and its employees;
 - o. To participate in any other activity for which the Statute allows employees to use official time.
2. In the event that an NTEU representative is required to conduct negotiations or participate in an arbitration proceeding outside of normal work hours, such employee shall be compensated at his/her normal hourly pay rate.
 3. Bank time may not be transferred between local chapters. For Parkersburg and the Washington, DC metropolitan area, 500 hours of unused bank time may be carried over into the following year. For all other locations, 350 hours of unused bank time may be carried over into the following year.
 4. When a local Chapter uses 70% of its allotted bank time, it can enter into negotiation with local management for more bank time, provided that evidence of reasonable and judicious use is demonstrated. If no agreement is reached within fifteen (15) calendar days after notice is served on Fiscal Service by NTEU of their desire to negotiate, NTEU can invoke arbitration by serving a second letter on Fiscal Service.
 5. It is recognized that Chapters with 1,000 or more unit employee will generally maintain full-time office hours and all other NTEU Chapters shall maintain office hours as determined by the local NTEU chapter and agreed to by local management. Parties will meet to discuss office hours to ensure no conflict with work.
 6. All uses of bank time must be recorded accurately in the electronic time and attendance system.

F. Training Bank Time

In addition to Bank Time, the chapters representing the DC Metropolitan area and the Parkesburg, WV area will receive a bank of 1,000 hours of training bank time per contract year to attend Nationally Sponsored Events, chapter sponsored formal training, or other labor relations training seminars, symposiums, and one-time training events. Unused training hours will be carried over from contract year to contract year. The training bank time will be capped at 1,300 hours per contract year. Regional chapters will receive a bank of 350 hours per contract year. The training bank time will be capped for regional offices at 500 hours per contract year.

1. The training reference in this Section is only for the purpose of allowing participation in Union sponsored training designated primarily to further the interest of the government by improving the labor/management relationship. Written requests for such bank time shall include a brief description of the training agenda and will be submitted to the Labor Relations Officer or other designated management official, normally, at least two (2) weeks in advance.
2. Absence to attend training cannot adversely impact the accomplishment of work. In the event management must deny the request for training, the reason for the denial will be provided in writing.
3. Bank time for training which deals with internal NTEU business (e.g., the solicitation of membership or dues, etc.) will not be approved.
4. During the first year of this Agreement, each NTEU Steward shall be given up to twenty-four (24) hours of additional training bank time and Chapter Presidents and Chief Stewards will be given up to forty (40) hours of additional training bank time for NTEU sponsored training. In the event a new Chapter President or Chief Steward is elected, then the Employer will provide up to forty (40) hours of additional training bank time for NTEU sponsored training to newly elected official(s).
5. At the employee's option, any additional time needed to attend training sessions may be taken as annual leave or leave without pay, subject to the work requirements of Fiscal Service.
6. Upon thirty (30) calendar days notice, Fiscal Service may authorize annual leave or leave without pay to any NTEU National Officers, the President, First Vice President, Second Vice President, Secretary, Treasurer, and Chief Steward of the chapter for the purpose of attending national conventions or business meetings sponsored by the National Office.
7. All uses of training bank time must be recorded accurately in the electronic time and attendance system.

G. Overtime/Compensatory Time

NTEU representatives cannot earn overtime or compensatory time while performing representational activities.

Section 6 – Official Time for Travel

- A. Fiscal Service shall pay travel and per diem, pursuant to Article 27 of this Agreement and applicable laws and regulations, for all activities which official time (i.e., general union, bank, training bank) is authorized under this Section.
- B. The Parties agree that controlling travel costs by use of available alternative methods is beneficial. Factors such as budgetary constraints and the reason for the travel will be considered when determining the appropriateness of alternative methods. By mutual agreement of the parties, phone conferences, video teleconferences, etc., may be used.
- C. To minimize travel and per diem costs for training, request for training will be reviewed by the Labor Relations Officer. Fiscal Service will approve travel and per diem costs for one (1) representative from each chapter annually for NTEU training conferences. In the event of unusual turnover, additional requests for travel will be approved, subject to budgetary limitations. Travel to and from training sessions will be taken from the 1,000 hour bank.

Section 7 – Copy of Proposal

The Local Chapter President or his/her designee shall be provided with sanitized copies of all letters of proposed disciplinary and adverse actions as they are issued.

Section 8 – Quarterly Reports

- A. Fiscal Service agrees to furnish quarterly to the designated NTEU National representative (for its internal use only) a list of bargaining unit employees which will contain their name, grade, position title, work locations and e-mail address. A copy of this list will also be provided to each Local Chapter for unit employees in that respective Regional Field Office or Headquarters. This list will be provided via electronic media as agreed to by the Parties.
- B. Fiscal Service agrees to furnish each NTEU Chapter President on a quarterly basis a summary report reflecting all official time charged within his/her jurisdiction.

Section 9 – Administrative Time for Non-Stewards

Administrative time will be granted to any bargaining unit employee who is not designated as an NTEU representative or steward, but who participates at the request of NTEU in any of the activities listed in Section 5 of this Article.

Section 10 – Duty Time

Only time spent performing work related to an employee's elements and standards will be considered in evaluating performance. Authorized duty time spent away from the representative's normal job responsibilities will not be considered as a negative factor when evaluating employee performance.

Article 10

A-76 Contracting Out

Section 1 – Notification

Fiscal Service agrees to notify National NTEU and the affected local NTEU chapters and affected employees within ten (10) days of a decision to conduct an A-76 cost comparison review and periodically keep them informed of its progress.

Fiscal Service shall serve the National NTEU and affected local NTEU chapters with notice of the Fiscal Service determination that the cost comparison will result in the award of a contract within five (5) workdays of the determination.

Within ten (10) workdays of the Fiscal Service determination that a cost comparison will result in an award to a Contractor, Fiscal Service will provide both National NTEU and the affected local Chapters with the cost comparison form, the name of the successful bidder, and a summary description of the most efficient organization.

Section 2 – FAIR Act

Fiscal Service is responsible to submit a list of activities that are not inherently governmental under the Federal Activities Inventory Reform (FAIR) Act to the Department and subsequently to the Office of Management and Budget each year on dates specified by those organizations. It is a Fiscal Service responsibility to determine which positions shall be included on the list with the appropriate input from NTEU, if they so choose. NTEU consultation input into that list will occur through the Fiscal Service Partnership Council.

Section 3 – Reassignment/Training

Fiscal Service has determined to eliminate or minimize, to the extent feasible, any potential adverse impact through reassignment or training and to take other reasonable actions to protect bargaining unit employees.

Article 11

Dues Withholding

Section 1 – Eligibility

This Article permits eligible employees, who are members of NTEU, to pay dues through the authorization of voluntary allotments from their compensation. This Article covers the eligible employees who:

- A. Are members in good standing with NTEU.
- B. Have voluntarily completed Standard Form 1187 (SF-1187), Request for Payroll Deductions for Labor Organization Dues.
- C. Receive compensation sufficient to cover the total amount of the allotment.

Section 2 – NTEU Responsibilities

NTEU agrees to assume responsibility for:

- A. Informing and educating its members on the voluntary nature of the system for union dues allotment, including the conditions under which the allotment may be revoked.
- B. Distributing to employees the SF-1187.
- C. Forwarding properly executed and certified SF-1187(s) to the Human Capital Division (HCD) on a timely basis.
- D. Forwarding employee revocations (memorandum or Standard Form 1188 (SF-1188), Cancellation of Payroll Deductions for Labor Organization Dues), to the HCD when such revocation is submitted to NTEU.
- E. Informing the HCD of the name of any participating employee who has been expelled or ceases to be a member in good standing with NTEU within ten (10) workdays of the date of such final determination.
- F. Informing the HCD of any change in the formula for membership dues.
- G. Informing Fiscal Service of changes in certification and remittance procedures as listed in Section 3.

Section 3 – Certification and Remittance

Certification and remittance procedures shall be as follows:

- A. Dues will be electronically transferred to the bank account designated by NTEU.
- B. Evidence of remittance will be mailed to the Director of Information Systems, National Treasury Employees Union, 1750 H St., NW, 8th Floor, Washington, DC, 20006.
- C. NTEU National President or any chapter officer, who has submitted proper notification to the HCD, is authorized to make the necessary certification of SF-1187.

Section 4 – Fiscal Service Responsibilities

Fiscal Service agrees to be responsible for processing voluntary dues allotments in accordance with this Article and will:

- A. Upon receiving a properly certified SF-1187, the HCD, or equivalent, stamps the date received on the form.
- B. Provide information to NFC for withholding dues on a biweekly basis.
- C. Authorize NFC to provide biweekly reports that contain information on the Record Format, Record Format Positions, and the total gross amount deducted for all employees, and the net amount remitted.
- D. Discontinue allotments when required by OPM and Treasury regulations.
- E. Authorize NFC to withhold new amounts of dues upon certification from the NTEU National President as long as the amount has not been changed during the past twelve (12) months.
- F. Authorize transmittal of remittance payments to the allottee designated by NTEU.
- G. Upon receiving the properly executed SF-1188, the HCD, or equivalent, acknowledges receipt of the form.
- H. Will provide local NTEU Chapters a copy of SF-1188 documents received in the servicing Human Resources Office (HRO), or equivalent, within three (3) workdays. A copy of the form need not be provided to NTEU if it was initialed by the Chapter President or designated official when submitted to the servicing HRO, or equivalent.
- I. Provide NTEU National an electronic file each April and October which will contain the names, grades and steps, position titles, divisions, branches, sections, posts-of-duty, job position series, whether CSRS or FERS if applicable, Service Computation Date (SCD), appointment types (career, career conditional, temp. term, etc.), work schedules (full time or part time) for all employees in the unit.

Section 5 – Allotment Changes

The Parties to this Agreement agree that the formula for dues to be deducted as allotments from compensation may not change more frequently than once every twelve (12) months. NTEU will pay no fee for these services.

Section 6 – Overpayments

- A. Each pay period and in accordance with the bill processing procedures, the Employer will forward a copy of any bill for dues overpayments, with an accompanying document prescribed by the Debt Collection Act of 1982, to the Administrative Controller, National Treasury Employees Union, 1750 H Street, NW, 8th Floor, Washington, DC, 20004. The bill will:
1. Identify amounts reimbursed to the employee as a result of dues withholding, and the pay periods in which the overpayments were made to NTEU.
 2. Include a statement that debts due to the government for more than thirty (30) days are subject to interest, to the extent required by law, as well as Treasury policy regarding the assessment of other fees if delinquent.
 3. Request payments be made payable to “U.S. Department of Agriculture” and specify that the payment and a copy of the bill be mailed to an address designated on the bill for the USDA National Finance Center.

The right of NTEU to request a waiver of overpayment in accordance with 4 CFR 101, or to dispute the amount of the overpayment, will also be contained in the accompanying document. A copy of the bill and accompanying document will be forwarded to the servicing HRO, or equivalent, for use in determining the start of the period for requesting waivers by NTEU.

- B. Upon receipt of the amount due from NTEU, the accounts receivable for the applicable pay period will be closed. If a waiver, or partial waiver, of overpayment is requested timely by NTEU, the Employer will suspend collection of the amount in question pending adjudication by the Employer in accordance with 4 CFR 101. The servicing HRO, or equivalent, will notify the local NTEU Chapter of the determination of the waiver.

Section 7 – Errors in Withholdings

- A. The total error in the amount of dues withheld shall be adjusted as soon as practical after the error has been detected by Fiscal Service or written notification of an error is received from NTEU or an employee.
- B. When an underpayment to an employee results in an overpayment to NTEU (i.e., Fiscal Service fails to timely terminate dues withholding after receiving a properly submitted employee request), Fiscal Service will refund the payment to the employee in accordance with Section 6.A. of this Article.
- C. When Fiscal Service fails to commence dues withholding timely or otherwise fails to remit dues owed, Fiscal Service will pay the full amount to NTEU and recoup the funds from the employee salary through an adjustment subject to the employee’s right to see waiver of over payment. When the total amount owed by the employee is less than fifty (\$50) dollars, the entire amount will be withheld in one (1) pay period, to the extent it does not exceed fifteen (15) percent of disposable pay. When the total amount owed by an employee is more than fifty (\$50) dollars, the deductions will be made in accordance with the Debt Collection Act. This will be done only if the employee refuses to utilize direct dues payment to NTEU.
- D. When the adjustment is made to an employee’s salary to recoup dues withholding and the amount to be deducted is fifty (\$50) dollars or more, the employee will be issued written notification by the USDA National Finance Center of the Fiscal Service’s intent to offset in accordance with the Debt Collection Act of 1982. This notification will contain information

relating to the amount and nature of the debt and additional information required by the Debt Collection Act as implemented in 31 CFR Part 5, Subpart B. When an adjustment is made to an employee's salary to recoup dues withholding and the amount to be deducted is less than twenty-five (\$25) dollars, the employee will be given a written explanation stating the amount to be withheld and the pay period in which the adjustment will occur. This notification will be prepared by the HCD. This notice shall notify the employee that:

1. He/she has the right to request a waiver of overpayment pursuant to 4 CFR Part 91.
 2. A denial of the employee's request for waiver of overpayment will be subject to the grievance procedures as outline in this Agreement.
- E. Fiscal Service and NTEU will resolve disputes arising out of dues withholding situations at the local level. If the matter is not resolved, either party may invoke expedited arbitration in accordance with this Agreement.
- F. Upon request, Fiscal Service will request the NFC to delay recouping overpayments, even though the Parties recognize that the Bureau has no authority, or control over the delay from an employee until a final resolution has been reached regarding any and all requests for waiver of overpayment and any and all appeals of denials of such requests.

Section 8 – Effective Dates

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

- A. Starting dues withholding – normally beginning the first full pay period after date of receipt of a properly executed and certified SF-1187 in the HCD. However, in no event shall the commencement of dues withholding begin later than the second pay period after submission.
- B. Change in amounts of dues – beginning the first full pay period after receipt of certification in the HCD.
- C. Revocation after one (1) year membership – revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the HCD, during the month of July. Revocations will become effective during the first full pay period in September. Employees may, at their option, provide a copy of the SF-1188 to the NTEU Chapter President or designated official.
- D. Revocation before one (1) year anniversary of membership – revocation notices for employees who have not had dues allotments in effect for one (1) year must be submitted on or before the one-year anniversary date. Employees may, at their option, provide a copy of the SF-1188 to the NTEU Chapter President or designated official, or submit it directly to the HCD. The SF-1188 will become effective the first full pay period after the employee's anniversary date.
- E. Termination due to loss of membership in good standing – normally, beginning the first full pay period after date of receipt of notification in the HCD. However, in no event shall dues terminate later than the second pay period after receipt of notification.
- F. Termination due to separation or movement out of the exclusive bargaining unit – a final deduction will be made for that pay period in which the action is effective.

Section 9 – Movement of Employee to Bargaining Unit Position

- A. If an employee moves from a bargaining unit position in one appointing office within Fiscal Service, to a bargaining unit position in another Fiscal Service appointing office, dues withholding will not be cancelled. Dues withholding will be automatically transferred by Fiscal Service to the NTEU chapter of jurisdiction in the same pay period as the permanent reassignment is effective. The SF-1187 is no longer in effect and should not be processed by Fiscal Service under any circumstances.
- B. Employees who leave the unit temporarily will have the withholding suspended and will have the withholding automatically continued once they return to the unit.

Section 10 – Dues Report

- A. The Employer's biweekly dues report will indicate the following information for each employee:
 - 1. Whether retired or separated;
 - 2. Whether continuing to be carried in non-duty status;
 - 3. Whether full time, part time, seasonal, intermittent, term, temporary, permanent, or career conditional;
 - 4. The geographic locality used to determine the appropriate locality pay;
 - 5. The base pay, grade and step, pay structure (e.g., general schedule, wage grade, etc.), and total dues withheld;
 - 6. The national dues withheld, local dues withheld, and total dues withheld.
- B. Fiscal Service will provide biweekly reports that include a list of bargaining unit employees who were dropped off the bargaining unit list since the previous biweekly report and an explanation of why they were dropped.
- C. A list of applicable codes and their meaning is included as Appendix 11-1.

Section 11 – Discretionary Allotments

Employees may elect as many as six (6) additional allotments (which are not savings allotments) that employees may use to have additional voluntary deductions withheld from their pay. Such discretionary allotments may be used, consistent with regulations, for various purposes such as insurance, NTEU Political Education Fund, day care facilities jointly sponsored by Fiscal Service and NTEU, or other union related benefits that may be offered by NTEU.

Section 12 – Duration of Article

This Article shall remain in full force and effect after the expiration of this Agreement or until such time as a new Agreement is reached.

Article 12

Promotions and Other Competitive Actions

Section 1 – General

The purpose of this Article is to ensure that all competitive promotions and certain other placement actions to bargaining unit positions, as set out in the coverage and exclusions in Section 2 of this Article, are made on a merit basis by means of systematic and equitable procedures. As established by the Civil Service Reform Act of 1978, the provisions of this Article do not preclude consideration of applicants from outside Fiscal Service, or from any other appropriate source. Actions under this Article shall be made without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor. The provisions of this Article must comply with the requirements of the Career Transition Assistance Plan (CTAP) and Interagency Career Transition Assistance Plan (ICTAP) programs as defined in statutes and regulations.

Section 2 – Coverage

A. It is understood that this Article does not apply to:

1. Non-bargaining unit positions;
2. Promotion based on Office of Personnel Management approved training agreements;
3. Promotion pursuant to priority consideration;
4. Promotion within a career ladder, or by accretion of duties due to additional duties and responsibilities;
5. Promotion to a grade or position (without promotion potential) from which an employee was previously demoted without personal cause and not at his or her own request. The grade must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7;
6. Through mutual agreement between NTEU and Fiscal Service, promotions to grades or positions from which an employee accepted a change to a lower grade outside Fiscal Service where said change was not the result of misconduct or unacceptable performance on the part of the employee. The grade must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7;
7. Position changes from positions having known promotion potential to positions having no higher potential than the position currently held. The grade must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons;

8. Reinstatement to a position at the same or lower grade and with no greater promotion potential than the employee previously held. The grade must have been held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons;
 9. Reassignment to a position at the same or lower grade, and with no greater promotion potential, than the employee currently holds or held previously. The grade must have been held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons;
 10. Changes of work schedules from part-time to full-time;
 11. Promotion of the incumbent to a position that has been upgraded without significant change in duties and responsibilities on the basis of either the issuance of a new classification standard, or the correction of a classification error;
 12. Promotion during a reduction in force when a position change involves an assignment between pay schedules and Fiscal Service allows the employee the higher rate; and
 13. Any other exception to merit promotions procedures provided by government-wide regulations (e.g., RPL, CTAP, VRA, Disability, etc.).
- B. The terms of this Article will apply to all other placement actions within the bargaining unit, including, but not necessarily limited to:
1. Filling a position by promotion;
 2. Temporary promotion of an employee to the same position in excess of sixty (60) calendar days (consecutive or non-consecutive) within a twelve (12) month period;
 3. Reassignment, transfer, or demotion to a position with more promotion potential than any position previously held (except as permitted by reduction in force regulations);
 4. Transfer to a higher graded position;
 5. Reinstatement to a permanent or temporary position at a higher grade, or to a permanent or temporary position with greater promotion potential than the last grade held in a non-temporary position in the competitive service;
 6. Selecting employees for training programs when training is a criterion for promotion to a bargaining unit position or promotion or reassignment to a bargaining unit position with known promotion potential; and
 7. Details in excess of sixty (60) calendar days to a higher graded position or a position with known promotion potential.

Section 3 – First Consideration

- A. Fiscal Service has determined that all vacant bargaining unit positions which may be filled by the personnel actions referenced in Section 2.B. of this Article must be posted. Bargaining unit employees shall be given the opportunity to apply for such openings, and Fiscal Service employees must be given first consideration for such openings before applicants from outside Fiscal Service, if any.
- B. Simultaneous postings for internal and external candidates may occur.
- C. The internal promotion certificate shall be submitted and acted upon by the selecting official prior to a promotion certificate with external candidates.
- D. Prior to the external promotion certificate being forwarded to the selecting official, the internal promotion certificate shall be annotated with a general statement explaining why no selection was made.
- E. In an emergency, Fiscal Service may consider persons certified by other sources without considering internal applicants. NTEU will be notified prior to using this emergency provision.

Section 4 – Vacancy Announcements

- A. Vacancy announcements covered by this Article will be posted online for a minimum of ten (10) calendar days.
- B. Vacancy announcements will normally be posted using an automated system (e.g., Career Connector). With NTEU concurrence, a manual process may be used. NTEU shall receive advance written notice of the request which shall include the reason(s) for the manual posting.
- C. Employees must meet qualifications and eligibility requirements within thirty (30) calendar days of the closing date of the vacancy announcement unless otherwise specified (i.e., open continuous).
- D. At a minimum, a vacancy announcement will contain:
 - 1. Announcement number;
 - 2. Opening and closing dates (if an open continuous announcement, such should be indicated);
 - 3. Position title, series, and grade;
 - 4. Organizational and geographic location and building;
 - 5. Promotion potential, if any;
 - 6. Hourly and per annum salary rates for WG positions (if applicable);
 - 7. Area of consideration;
 - 8. Principal duties;
 - 9. Minimum qualifications necessary for filling the positions;

10. Any selective placement factors;
11. Job elements or competencies;
12. Significant working conditions;
13. Statement of evaluation methods to be used;
14. Rating criteria;
15. Procedures for applying;
16. A complete list of all documentation required for successful submission of an application and instructions on how to submit documentation;
17. Statement of Equal Employment Opportunity;
18. Statement of reasonable accommodation;
19. Number of positions expected to be filled;
20. Position sensitivity, security clearance, and any requirement for periodic reinvestigation;
21. AWS and Telework options (if applicable); and
22. Job related questions (if applicable).

- E. The appropriate local NTEU Chapter President shall receive, via e-mail, notification of new vacancy announcements concurrent to when the announcement is posted. The notification will include an embedded hyperlink to view an online announcement.

Section 5 – Application

- A. Absent any unusual circumstances, an employee who wishes to be considered for an announced vacancy must apply by submitting an appropriate application. It is the applicant's responsibility to submit a complete application and to respond to all questions/competencies contained in the vacancy announcement.
- B. Applications must be submitted by 11:59 PM Eastern Standard Time on the closing date of the announcement.
- C. All employees will be granted consideration for vacancies announced under this Article in circumstances where he/she has been on approved leave from his/her duty station for two weeks or more and applying online poses a hardship (e.g., military service, compensable job-related injury, approved reasonable accommodation/medical condition, etc.).
- D. An employee asserting hardship must contact his/her servicing HR office using the phone number or e-mail listed on the vacancy announcement. The employee must contact the servicing HR office at least one (1) business day prior to the closing date listed on the vacancy announcement. Upon being appropriately contacted, the servicing HR office will document the communication and provide assistance to the employee regarding the submission of his/her application.

- E. If a determination is made that an employee asserting hardship (Section 5.C. of this Article) will not be able to apply via online/Career Connector, the servicing HR office will provide direction to the employee regarding the hardcopy application process to be followed.
- F. When a determination is made by the servicing HR office that an employee will be able to apply for a vacancy by submitting a hardcopy application, the servicing HR office will provide a hard copy of the announcement, all necessary application documents including the address to which the applicant must mail or fax his/her application, and the date by which the application must be received. The applicant's hardcopy application and supporting documentation will be considered as timely submitted if they are received on or after the opening date and on or before the receipt date established by the servicing HR office. The application shall be date stamped upon receipt.
- G. Upon receipt of a timely hardcopy application, the servicing HR office shall enter the applicant's materials in a manner so as to be fully and accurately considered by the CareerConnector system.
- H. In order to notify employees that they have successfully applied for a position, the following process will be utilized:
 - 1. Fiscal Service will acknowledge receipt of an employee's application electronically.
 - 2. Applicants declared ineligible or not qualified will be notified electronically.
 - 3. If an employee has been determined not qualified or ineligible and the employee believes that the servicing human resources office has made an error, the employee may request re-evaluation of his/her application.
 - 4. An electronic notice will be sent to all qualified applicants advising them whether their name was referred to the selecting official on the best qualified/superior list.=
 - 5. An electronic notice will be sent to all non-selected applicants who were referred to the selecting official advising them of the outcome of the job opportunity.

Section 6 – Selective Placement Factors

Fiscal Service agrees that selective placement factors will only be used when they are essential to successful performance in the position. In such cases, they will constitute part of the minimum requirements of the position and written justification will be made available upon request by NTEU.

Section 7 – Use of Performance Ratings

- A. The employee's current annual performance appraisal and annual rating of record will be used in the selection process
- B. New employees who have not received an annual rating of record based on service in Fiscal Service, or those whose rating has been deferred, may (if they have served under their supervisor of record for a minimum of ninety (90) days) request and submit an appraisal "for merit promotion purposes only" to be completed by their supervisor, or may provide a copy of their most recent "Progress Review" should such have been formally given.

Section 8 – Career Connector and Best Qualified Lists

Servicing Human Resources (HR) Office responsibilities:

- A. The applicant's resume, responses to vacancy announcement questions, and supporting documentation will be validated, by the HR Specialist, to ensure he/she meets the qualifications of the position and ensure the applicant's responses to the evaluation questions are substantiated by the background and experience described in the applicant's resume and/or supporting application materials (e.g., performance appraisal, SF-50). The validation process may result in lower scores.
- B. From the listing of candidates arranged numerically, the top ten (10) qualified candidates for each grade announced shall be rated Best Qualified and referred to the selecting official for consideration. Should the numerical score earned by the candidate in the tenth position be shared by two or more candidates, all candidates with that identical score shall be referred to the selecting official for consideration.
- C. Where the Merit Promotion Certificate is issued for more than one (1) vacancy, one (1) candidate for each additional vacancy will be added to the certificate in order of numerical score. Where scores are tied, all candidates with that identical score shall be referred to the selecting official for consideration.
- D. Selecting Officials within an Office/Assistant Commissioner Area of Fiscal Service may use an existing Merit Promotion Certificate to fill identical vacancies (same title, grade, series, qualification factors, commuting area, and similar organizational unit) for a period of one hundred eighty (180) days from the date the certificate was issued. However, this limitation shall not apply to "open continuous" vacancy announcements (Section 8.E.).
- E. When Fiscal Service determines that a number of identical vacancies (same title, grade, series, and qualification factors) are expected to occur during a period of several months, "open continuous" vacancy announcements may be used. "Open Continuous" vacancy announcements will remain posted until terminated by Fiscal Service. Unless specifically provided by this Article, no applicants shall receive automatic consideration. Employees may apply at any time that the "open continuous" vacancy announcement has not been closed, and shall be added to the appropriate list of eligibles. Applicants who apply after the issuance of a certificate will be considered for any subsequent vacancies filled under the same vacancy announcement.
- F. The Selecting Official will consider all pertinent data on each certified candidate. Any selection technique used by the selecting official will be uniformly applied in a fair and objective manner to all Fiscal Service candidates referred to him/her (i.e., if one (1) candidate is interviewed, all will be interviewed).
- G. An employee's annual or sick leave balance may not be considered by selecting officials as a basis for selection or non-selection.
- H. If the Selecting Official selects one (1) of the referred candidates, Fiscal Service will post the name of the selectee online via the Fiscal Service Intranet.
- I. Once validation of qualifications has been completed, and the Best Qualified list certified, all non-referred applicants shall be notified of their status within three (3) business days of certifying the Best Qualified list.

Section 9 – Promotion Action after Selection

- A. An employee who has been selected for a promotion will have his/her promotion become effective no later than one (1) complete pay period following the date selection was made, or the date the position is vacated if the selection was made in advance of a position being vacated, subject to legal and regulatory requirements.
- B. An employee who has not been selected for a promotion will be notified of his/her nonselection.
- C. Any employee on the Best Qualified list who is not chosen by the selecting official shall be provided with an explanation of the reasons for non-selection, upon written request.

Section 10 – Nonselection

- A. Upon written request to the servicing HR office, an employee will be provided the items listed below with respect to a position announced under this Article for which he/she applied in a timely manner.
 - 1. Whether eligible and qualified, and if not, why.
 - 2. Whether referred on the Best Qualified list.
 - 3. The name of the individual(s) selected under the vacancy announcement.
 - 4. Counseling regarding the areas, if any, in which he/she could improve in order to increase his/her chances for future promotion.
- B. The servicing HR office shall provide applicants with their score, upon request. Such requests shall be made within twenty (20) calendar days from the posting of the selection. Fiscal Service shall respond within twenty (20) calendar days of having received such a request. Any information provided is subject to Fiscal Service's obligations under law and regulation.

Section 11 – Employees Who Suffer Harm

- A. If an employee has been harmed by being erroneously omitted from a Merit Promotion Certificate, or by being erroneously placed on the certificate, the harm shall be remedied by priority consideration in accordance with this Section.
- B. Priority consideration means that a promotion certificate consisting of the employee's name will be submitted to the Selecting Official for the next appropriate vacancy for which he/she is qualified before other candidates are ranked or referred for selection. An appropriate vacancy is one in the same series, at the same grade level, in the same office and same geographic location, and which has comparable promotion potential as the position for which the employee did not receive proper consideration.
- C. In the event that two (2) or more employees, entitled to priority consideration, are qualified for the same vacancy, the names of all such employees shall be submitted on a Merit Promotion Certificate in alphabetical order to the Selecting Official.
- D. Priority consideration candidates may only be non-selected for valid reasons. Such candidates will be notified of the outcome of any referral under the priority consideration provisions of this Article.

Section 12 – Impact on Career Ladders

- A. Employees in career ladder positions will be given the opportunity to perform work at the next higher level. If such work is less than satisfactory they will be apprised of the fact.
- B. Employees in career ladder positions will be promoted in the first pay period after:
 - 1. The employee becomes minimally eligible to be promoted when he/she meets the Time-in-Grade Restrictions set forth in 5 CFR 300.601; and
 - 2. The employee has demonstrated the ability to satisfactorily perform at the next level.

Section 13 – Implication of Conduct Investigations

The fact that an employee is the subject of a conduct investigation will not prevent or delay his/her promotion, or proper consideration for promotion, unless Fiscal Service determines that it is necessary to protect the integrity of the Fiscal Service.

Section 14 – Subsequent Inability to Perform at a Higher Level

If an employee is promoted to a unit position and subsequently within a year is being demoted for inability to perform at the higher level, Fiscal Service agrees to make reasonable efforts to return the employee to his/her former or like position prior to the promotion.

Section 15 – Grievance Process Impact

- A. In the processing of investigation of grievances related to actions taken under the terms of this Article, an employee and his/her NTEU representative will, upon written request to the appropriate servicing HR Office, be furnished any "evaluative material" contained in CareerConnector (i.e., all pre-determined questions contained in the vacancy announcement and their corresponding point values) and in the official Merit Promotion file, used in assessing the qualifications of the eligible candidates in regard to a grieved promotion action. Release of all information is subject to law and regulation and the following criteria:
 - 1. Any material contained in the Merit Promotion file consisting of appraisals, and records related to experience, training, and awards will be provided to the grieving employee's steward subject to Fiscal Service's responsibility and obligation to protect the privacy of the eligible candidates involved in the promotion action in question.
 - 2. If the grievance is confined to Best Qualified candidates, only the evaluative material of such candidates will be provided.
- B. Challenges to Fiscal Service's action in the implementation of Section 15.A. of this Article, if any, may be grieved and finally resolved by an arbitrator making an "in camera" inspection of the entire Merit Promotion file to either confirm the material provided or to amend same, subject to the privacy protection in Section 15.A.1. of this Article.

Section 16 – Required Notice to Chapter Presidents

- A. Within five (5) workdays of the selection process, and upon written request, a copy of the completed Merit Promotion Certificate shall be sent to the Chapter President or his/her designee.
- B. All selections shall be posted within ten (10) workdays from the date the selected employee accepts the position.

Section 17 – Records Retention

- A. Fiscal Service will maintain promotion and selection files in accordance with law, rule and regulation.
- B. Upon request, Fiscal Service will provide NTEU National or the local NTEU Chapter Presidents with access to Merit Promotion files regarding issues raised concerning a position, in accordance with the Privacy Act, 5 USC §552a.
- C. The Employer has determined that it will collect, at a minimum, the following data from each outside applicant, if provided: race, national origin, gender, and age. It will provide that data to the Union, upon request by NTEU.

Article 13

Details, Reassignments, and Temporary Promotions

Section 1 – General

- A. For the purposes of this Article, a detail is the temporary assignment of an employee to a different position for a specified period with the employee returning to their regular duties at the end of the detail.
- B. Employees to be detailed shall be given as much advance notice as possible, including any documentation pertaining to such a detail.
- C. Details will be made in accordance with applicable laws, regulations, and consistent with the terms of this Agreement.

Section 2 – Details to Higher Graded Positions/Temporary Positions

- A. Fiscal Service agrees that a bargaining unit employee who is detailed to a position of higher grade for more than fourteen (14) consecutive calendar days will be temporarily promoted and will receive the rate of pay for the position to which they are temporarily promoted, provided the employee is eligible, meets the minimum qualifications and is performing the duties of the higher graded position. Such promotion will be effective the first day of the detail. To the extent possible, details will begin on the first day of the pay period and end on the last day of the pay period.
- B. Details and/or temporary promotions to positions of higher grade or to positions with known promotion potential for more than sixty (60) consecutive calendar days shall be subject to the competitive procedures of Article 13 of this Agreement.
- C. Each employee will be limited to a cumulative of one hundred twenty (120) calendar days for non-competitive details to higher graded positions within a year. Fiscal Service will offer details to all capable and interested employees within the subject work area.
- D. Details should not be used solely for the purpose of avoiding temporary promotions.
- E. All temporary promotions shall be evidenced by the filing of a Standard Form 50 (SF-50) in the employee's electronic Official Personnel Folder (e-OPF).
- F. Details to higher graded positions of more than thirty (30) consecutive calendar days, where a temporary promotion cannot occur because an employee is not eligible or fully qualified, will be documented by a Standard Form 52 (SF-52) in the employee's e-OPF. The employee's performance at an acceptable level of competence in the higher graded position will operate as prima facie evidence that the employee is deserving of a Special Act award.

Section 3 – Grievance Procedures

Although this Article can cover details of a unit employee to a non-unit position, a grievance cannot be filed regarding its provisions until the employee has been returned to a unit position.

Section 4 – Details to Lower Graded Positions

The detailing of personnel to lower graded positions is inconsistent with sound planning and management. However, Fiscal Service may use such details only under circumstances such as the following:

- A. When a temporary shortage of personnel exists.
- B. Where an exceptional volume of work develops and seriously interrupts the work schedule or where there is a temporary shortage of work.
- C. To fill, temporarily, the positions of employees absent from work.
- D. Other conditions of a special and temporary nature.

When it becomes necessary to detail employees to lower graded positions, Fiscal Service shall first solicit volunteers. If there are more qualified volunteers than positions, qualified volunteers shall be selected by granting preference to the employee with the most Federal Government Service. If there are fewer qualified volunteers than positions, Fiscal Service shall select from among qualified employees in order of least Federal Government Service.

Section 5 – Performance Appraisals

- A. Management has determined that an employee will not be held accountable for, or evaluated on, regularly assigned duties while on detail.
- B. When a detail or temporary promotion is expected to be less than one hundred twenty (120) calendar days, the temporary supervisor shall discuss performance expectations with the employee at the beginning of the detail. The employee shall be held accountable for the performance expectations as soon as the supervisor discusses the expectations with the employee. Absent exigent circumstances, such performance expectations shall be confirmed in writing by the temporary supervisor within five (5) workdays of this discussion.
- C. When an employee on detail has performed under the performance expectations for less than one hundred twenty (120) calendar days, an evaluation of the employee's performance while on detail may be furnished in the form of a memorandum from the temporary supervisor of the detailed employee to the employee's regular supervisor. The employee's regular supervisor shall give appropriate consideration to such evaluations when evaluating the employee's overall performance.
- D. An employee detailed or temporarily promoted for one hundred twenty (120) calendar days or longer shall receive written critical elements and performance standards as soon as possible, but not later than thirty (30) days from the beginning of the detail or temporary promotion. An employee detailed or temporarily promoted for one hundred twenty (120) days or longer shall be evaluated in accordance with Article 14, Performance Appraisals.
- E. When an employee is detailed outside the Bureau, Fiscal Service must make a reasonable effort to obtain appraisal information from the outside organization, which shall be considered in deriving the employee's next rating of record.
- F. If an employee's performance while detailed or temporarily promoted will have an impact on the rating of record, the nature of the impact will be noted on the appraisal.

Section 6 – Documentation and Notice

As soon as practicable, but no later than three (3) pay periods following the detail or reassignment of an employee, Fiscal Service shall provide notice to the Local NTEU Chapter President or his/her designee. Such notice shall indicate the effective date and anticipated duration of the detail or reassignment, and will set forth whether bargaining unit employees are reassigned to non-bargaining unit status or vice versa. Details in excess of thirty (30) calendar days shall be reported on an SF-52 and maintained as a permanent record in the employee's e-OPF.

Section 7 – Reassignments

- A. When Fiscal Service determines to reassign an employee and the reassignment involves a move between Fiscal Service's Maryland location and its Liberty Center location, Fiscal Service shall use the following procedures:
 - 1. Volunteers will be solicited within the affected unit.
 - 2. If a volunteer is not selected, the employee within the affected unit with the least length of total Federal Government Service who meets the position requirements will be reassigned.
- B. For all other reassignments, Fiscal Service agrees to:
 - 1. Notify an employee of a reassignment or detail in advance, as provided in this Section, and
 - 2. To seriously and fairly consider concerns expressed by the employee with respect to the assignment in advance of the effective date.
- C. If an employee is permanently reassigned, he/she should be provided at least ten (10) workdays advance notification.
- D. Employees' work schedules for reassignments will be set in accordance with the procedures in Article 35 of this Agreement.
- E. Notice of any and all reassignments shall be simultaneously served upon the Local NTEU Chapter President or his/her designee.
- F. Fiscal Service and NTEU shall be deemed to have fulfilled their contractual and bargaining obligations when in good faith the procedures in this Section are completed.
- G. No statements in Section 7 shall be construed in any way to restrict Fiscal Service's right to reassign.

Section 8 – Hardship Reassignments

At an employee's request, an employee demonstrating a significant hardship which would be relieved by the relocation to another office, may be considered for reassignment if another vacancy exists for which he/she is qualified. The employee will be expected to pay for his/her expenses incurred as a result of any such reassignment.

Section 9 – Short Notification

If, due to pressing work considerations, Fiscal Service must detail an employee, for a period in excess of fourteen (14) calendar days, or reassign an employee on shorter notice than otherwise specified in this Article, Fiscal Service shall explain these circumstances when notifying the employee of the assignment in writing. Fiscal Service shall give good faith consideration, to the extent that the circumstances reasonably permit, to any concerns expressed by the employee at that time.

Article 14

Performance Appraisals

Section 1 – General Provisions

- A. This Article establishes the system by which Fiscal Service shall appraise the performance of duties and responsibilities of bargaining unit employees in accordance with applicable laws and regulations. The employee performance appraisal will be considered in making personnel decisions for rewarding, promoting, training, reassigning, retaining, reducing in grade, assisting employees in improving unacceptable performance, granting within-grade increases, and removing employees when such action is warranted.
- B. It is recognized that the provisions of this Article concerning progress reviews and ratings of record may, in some cases, be inapplicable to seasonal and intermittent employees. Each NTEU Chapter and local management is authorized to customize, through negotiations, the provisions relating to progress reviews and annual ratings for appropriate application to seasonal and intermittent employees. Employees, such as seasonal employees, who are employed for at least three (3) consecutive months in an appraisal year shall, at a minimum, be given an appraisal and rating at the end of such employment.

Section 2 – Definitions

- A. Performance - An employee's accomplishment of assigned duties and responsibilities.
- B. Appraisal - The process by which an employee's performance is reviewed and evaluated.
- C. Appraisal Period – The established period of time for which performance will be reviewed and a rating of record will be prepared. The minimum appraisal period is ninety (90) days.
- D. Performance Standards - The expressed measure of the level of achievement established by management for the duties and responsibilities of a position or a group of positions. Performance standards describe the desired results/expected outcomes or outputs. Performance standards must include, but are not limited to, factors such as quantity, quality, and timeliness. Other factors specific to the duties of a position may be reflected in performance standards.
- E. Critical Element - A component of an employee's position that is of sufficient importance that performance below the minimum standard established by Fiscal Service would result in unacceptable performance in the employee's position.
- F. Departure/Interim Rating – An appraisal, including a summary rating, completed by the rating official when a change occurs in the supervisor/employee relationship (i.e., when the supervisor or employee changes positions). Only employees covered by a performance plan for the minimum ninety (90) day period are evaluated. Interim assessments of this nature are considered by the rating official at the conclusion of the rating period in preparing the annual appraisal of performance and do not normally serve as an employee's rating of record. However, if a departure rating is completed during the last ninety (90) days of the appraisal cycle, it will serve as the employee's annual rating of record.

- G. Performance Plan – The document developed by a supervisor and discussed with an employee at the beginning of each appraisal period. The performance plan defines the critical elements against which an employee's performance will be appraised and includes the established performance standards for those elements.
- H. Progress Review - A supervisor's assessment of an employee's performance to date against elements and standards without assignment of an overall summary rating. The progress review generally occurs at the mid-point of the appraisal period but may occur more frequently, if necessary (not to exceed once every ninety (90) days).
- I. Summary Rating - The overall rating assigned by the rating official at the conclusion of the rating period.
- J. Rating of Record—The summary rating assigned for overall job performance that takes into account the time an employee has served in all positions during the appraisal period (e.g., details, temporary promotions, reassignments) providing the assignment was of sufficient duration to warrant an appraisal.
- K. Supervisor/Rating Official—Employee's immediate supervisor or designee.
- L. Reviewing Official—Rating Official's supervisor of record or designee.

Section 3 – Management Has Determined the Following Criteria for Critical Elements

- A. Critical elements will meet the following requirements:
 1. They will identify work activities under the control of the employee and are a recurring part of the employee's job.
 2. They will be objective and will identify acts or tasks that can be observed and measured.
 3. They will not be defined too broadly.
 4. Employees in like positions and with like position descriptions will ordinarily have like elements. Fiscal Service will explain any differences and justify them if the question arises.
 5. They will be clearly, accurately, and specifically defined so as to minimize error or mistake of interpretation or application.
 6. They will be consistent with the grade level of the position.
 7. To the extent possible, they will not be overlapping and will cover distinct work responsibilities, i.e., they will be defined as including only one (1) identifiable, independent task, duty, responsibility, function, performance objective, or performance dimension.
 8. They will constitute primary responsibilities of the employee and will be those components that constitute a significant amount of the employee's time.
 9. They will be directly related to mission accomplishment.

10. They will show the link between the employee's critical job elements and the Fiscal Service's strategic goals on employee performance plans. This link is intended for informational purposes only and will not, in any way, change the process that is used to evaluate employees or the weight that is given to any specific critical job element on the performance plan. The information showing the link between employee's critical job elements and the Fiscal Service's strategic goals will, in no manner, adversely impact an employee's performance appraisal or plan.
 11. They will be those components on which unacceptable performance will have serious consequences to accomplishing the work and the impact of error is significant.
- B. Fiscal Service has determined that the performance of all employees covered by this Agreement will be measured under the following two (2) standardized critical elements:
1. Job Knowledge and Technical Skills
 2. Interpersonal Effectiveness
- C. In addition to the two (2) standard elements above, employees will have a minimum of one (1) and a maximum of three (3) specific, job-related elements that align with the strategic plan. All elements will be critical elements.

Section 4 – Management Has Determined the Following Criteria for Performance Standards

- A. Performance standards will meet the following requirements:
1. They will clearly state how well or how accurate (quality), how soon or when (timeliness), and/or how many or how much (quantity), and in what manner they are to be performed.
 2. They will be objective and will identify levels that can be observed, measured, or verified in fact.
 3. They will be clearly and simply stated so as to minimize any error or misunderstanding in interpretation or application.
 4. They will ensure accurate evaluation of job performance to the greatest extent practicable and they will actually measure what they purport to measure.
 5. They will be observable, measurable, reasonable, and realistic. They will identify levels that can be reasonably attained and exceeded.
 6. Employees in like positions and with like position descriptions will ordinarily have like standards. Fiscal Service will explain and justify any differences if a question arises.
 7. They will be written at the Meets Expectations level pursuant to this Article and shall be expressed in such a way as to make clear the level of performance that will exceed the standard. Upon an employee's request during the issuance of a performance plan, the supervisor will orally provide the employee with examples of performance that would result in an Exceeds or Outstanding rating. However, Fiscal Service will provide the examples in writing, if requested. Such examples do not guarantee a particular rating.
 8. Unless the employee is notified otherwise at the beginning of each rating period, all components of all standards will be deemed to be of equal weight.

9. They will be consistent with the grade level of the position.
- B. Fiscal Service shall not create any pre-established distribution of expected levels of performance (such as the requirement to rate on a bell curve) that interferes with appraisal of actual performance against standards.

Section 5 – Management Has Determined the Following Rating Levels

- A. The four (4) performance rating levels are:
1. Outstanding – Performance clearly and consistently demonstrates a level of achievement which exceeds, to an exceptional degree, the assigned performance elements and standards. Performance at this level so exceeds that which is normally required in the job that it is deserving of special recognition.
 2. Exceeds Expectations – Performance is above the assigned performance elements and standards but does not quite meet the definition of outstanding.
 3. Meets Expectations – The employee was successful in accomplishing the assigned performance elements and standards. Performance is right on target and has a positive impact on achievement of organizational goals.
 4. Fails Expectations – The employee failed to accomplish the assigned performance elements and standards in an acceptable manner.
- B. Defined, written standards for elements will be established at the Meets Expectation level.
- C. Performance on each element will be rated as Outstanding, Exceeds Expectations, Meets Expectations, or Fails Expectations. If Fiscal Service defines a critical element as consisting of more than one (1) act or task, the performance rating for the element will be determined by giving due consideration to the level of performance on all acts or tasks within the element.
- D. Total performance will be given an overall summary rating of Outstanding, Exceeds Expectations, Meets Expectations, or Fails Expectations.
1. Outstanding – In order to receive an overall summary rating of “Outstanding”, the employee must be rated “Outstanding” in more than half (1/2) of the critical job elements and no lower than “Exceeds Expectations” in the other critical elements.
 2. Exceeds Expectations – In order to receive an overall summary rating of “Exceeds Expectations”, the employee must be rated “Exceeds Expectations” or above in more than half (1/2) of the critical job elements and no lower than “Meets Expectations” in the other critical elements.
 3. Meets Expectations – In order to receive an overall summary rating of “Meets Expectations”, the employee must be rated “Meets Expectations” or above in all of the critical elements.
 4. Fails Expectations – An overall summary rating of “Fails Expectations” will be assigned if one or more of the critical elements are rated as “Fails Expectations”.
- E. All performance appraisals shall contain a written narrative justification for each rating.

Section 6 – Management Has Determined the Following Process for Setting Performance Elements and Standards

- A. All elements and standards will be identified and communicated in writing to the employee. Final performance plans shall be issued to employees within sixty (60) days of the beginning of the appraisal cycle. The Human Capital Division (HCD) shall be responsible for monitoring organizational compliance with this sixty (60) day time period and notifying NTEU of the results of this monitoring. Each Office/AC Area will certify to the HCD that final performance plans in their organizations have been issued to employees in accordance with this requirement.
- B. Fiscal Service retains the right to adjust, modify, or change the performance plan at any time during the appraisal cycle if it becomes evident that elements or standards should be altered due to changing programs, priorities, changes in position requirements, or for other comparable situations. In such cases, Fiscal Service will follow the procedures outlined in Section 6.C.
- C. Fiscal Service will use the following procedures for the identification and establishment of critical job elements of bargaining unit employees:
 1. Management will review established performance requirements for each bargaining unit position to revise, as appropriate.
 2. During the first forty-five (45) days of the appraisal cycle, each bargaining unit employee will be provided a copy of his/her draft performance requirements. One (1) copy will also be provided to the local chapter president.
 3. After his/her receipt of the proposed elements and standards, the employee will have ten (10) calendar days to submit oral and/or written comments to the supervisor. In order to encourage employee participation, the comments may be drafted during duty time.
 4. During the same ten (10) calendar day period, NTEU representatives may use bank time to gather employee(s) feedback and draft written comments to be submitted for consideration in accordance with the procedures in Article 9, Union Rights and Representation.
 5. After considering the employee's and/or NTEU comments, the supervisor will meet with the employee to issue the final critical elements and performance standards that will subsequently serve as the basis for appraising the employee's job performance. Copies will be simultaneously provided to the employee. Management will explain why any recommendations have not been adopted and will identify which ones have been adopted. NTEU representatives will be provided an opportunity to be present at these meetings and will receive general union time for attendance. NTEU will be provided appropriate advance notice.
 6. An employee cannot be rated on elements and standards unless they have been formally incorporated into the performance plan and have been in effect for at least ninety (90) calendar days.

7. If an employee is detailed or temporarily promoted for one hundred twenty (120) days or more, elements and standards will be developed within the first thirty (30) calendar days of the assignment. The supervisor to whom the employee is detailed or assigned will provide a written assessment of the employee's performance and assign individual ratings for all applicable elements (no summary rating will be assigned upon termination of the detail or temporary promotion). This assessment will be given consideration by the employee's rating official in preparing the employee's annual summary rating when due.

Section 7 – Progress Reviews

- A. During a progress review, the supervisor will meet with the employee and assess the employee's performance to date with respect to the elements and standards for the employee's position, without the assignment of a rating. The supervisor may discuss projects, assignments and work expectations in relation to the employee's elements and standards for remainder of the rating period.
- B. At least one (1) progress review will be held at approximately the midpoint of the annual appraisal period. In addition to the oral discussion, as described in 7.A., a written summary of the conversation will be provided to the employee (via e-mail, memorandum, or any other appropriate means).
- C. At the request of the employee, the supervisor shall provide a progress review. The employee's request shall not exceed once every ninety (90) days.
- D. It also provides the rating official with another opportunity to notify the employee if his/her performance is declining or does not meet expectations and may lead to a Fails Expectations rating.
- E. Both Parties agree that individual progress reviews and appraisal meetings are not intended for the purpose of discussing grievances, general personnel policies or practices, or conditions of employment. The progress review is reserved for the individual supervisor and employee. In the event any meeting described in this Article will include more than one management official (not including leads), then the Union may attend the meeting. The Employer will normally provide at least five (5) days advanced notice of the meeting.

Section 8 – Performance Counseling

- A. Effective performance management requires supervisors to discuss with employees their performance throughout the rating period, especially those concerns that might adversely affect the employee's rating. Performance counseling is required when an employee's performance declines to "Fails Expectations" (Section 8.B.) or if a supervisor notices a substantial and consistent decrease in an employee's performance, such as, going from Outstanding to Meets Expectations in one (1) critical element or an overall decrease in all critical elements.
- B. At any time an employee's performance falls below the Meets Expectations level during the appraisal cycle on one (1) or more critical elements, performance counseling will be conducted. The employee will be informed in writing of performance deficiencies; the steps required to eliminate deficiencies; and advised of the possible consequences of unimproved performance. If a Performance Improvement Plan (PIP) is warranted, the process outlined in Article 39, Unacceptable Performance, will be followed.

- C. An employee whose performance is found to have failed expectations and for whom a reduction in grade or removal has been proposed may request NTEU representation as provided for in Article 37, Disciplinary Actions.

Section 9 – Departure/Interim Ratings

A departure/interim rating will be prepared:

- A. Upon request – If at least ninety (90) days have passed since the employee's last rating, the employee may request an interim rating for merit promotion purposes. The interim rating should be marked "For Merit Promotion Purposes Only."
- B. When a supervisor leaves a position – Departure ratings will be prepared for all employees whom he/she has supervised for at least ninety (90) days.
- C. When an employee is permanently reassigned or promoted from his or her current position and has served under the performance plan for at least ninety (90) days.
- D. When an employee is detailed or temporarily promoted for one hundred twenty (120) days or more.

At the end of the appraisal period, the rating official will consider all departure/interim ratings when determining the employee's final rating of record.

Section 10 – Employee Input

Employees may provide the rating official with input to consider when determining performance ratings. If an employee elects to provide input, the input shall be in writing and address areas of performance occurring during the rating period. The document must be submitted no later than the last day of the rating period and should be developed in a manner in which the noted performance is identified with specific elements. If an employee chooses not to provide input, it will not have an impact on his/her performance appraisal rating.

Section 11 – Performance Appraisals

- A. The appraisal cycle (appraisal period) for employees covered by this Article is normally one (1) year in length beginning January 1 and ending December 31 each year.
- B. Performance appraisals will normally be completed within sixty (60) calendar days of the end of the appraisal period.
- C. If a significant change in performance has occurred and is going to be used as a basis for a personnel decision, a new appraisal and summary rating may be issued prior to the end of the employee's established appraisal cycle in accordance with the provisions of this Article.
- D. Performance appraisals are prepared and issued by the rating official.
- E. An employee cannot be appraised on elements and standards unless they have been formally incorporated into the performance plan and have been in effect for at least ninety (90) days.
- F. A written performance appraisal will be provided to the employee at the annual appraisal meeting. The meeting will include a discussion of the employee's overall achievements with respect to each performance element, as well as, the determination of the summary rating.

- G. Both the rating official and the employee will sign the performance appraisal. The employee's signature merely indicates that the appraisal was received and does not necessarily mean that the employee agrees with the appraisal.
- H. As part of the appraisal process, the employee may submit written comments in response to the appraisal, which will be attached and become a part of the official document. Employees wishing to add such written comments shall have five (5) workdays from the date of issuance of the appraisal for submission. The employee will be granted a total of two (2) hours of administrative time to prepare the appraisal response. In the event Fiscal Service modified the signed performance appraisal, then the Bureau will provide the employee with a copy of the modified appraisal.

Section 12 – Grievances

- A. In accordance with this Agreement, grievances under this Article include the right to grieve a performance appraisal; meaning, the right to grieve the application of critical elements and performance standards.
- B. If an employee is dissatisfied with the performance appraisal, the employee may grieve the appraisal within fifteen (15) workdays of receipt. In the event the employee provides comments in accordance with Section 11 of this Article, the employee may grieve the appraisal within fifteen (15) workdays of submission of comments. Any appraisal not grieved within the specified time limit shall not be the subject of further review.

Section 13 – Authorized Time Spent Away from the Position

Fiscal Service has determined that only time spent performing work related to an employee's elements and standards shall be considered in an annual appraisal. Authorized time spent away from the position, for example time spent performing collateral duties and NTEU representational functions, will not be considered as a negative factor when evaluating any critical elements.

Article 15

Reduction in Force

Fiscal Service agrees to give NTEU at least sixty (60) days advance notification and an opportunity to bargain in accordance with this Agreement and law prior to instituting a reduction in force. As soon as practicable after Fiscal Service knows a RIF is likely, and will affect employees in the bargaining unit, NTEU will be informed of the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the RIF.

Article 16

Position Classification

Section 1

- A. NTEU may make recommendations and present evidence concerning the adequacy and equity of a standardized position description or position classification standards. Fiscal Service agrees to review the presentation and advise NTEU of the results of its review.
- B. In the event Fiscal Service initiates new position descriptions or classification standards, it shall provide notice to NTEU and NTEU will have ten (10) workdays to make recommendations and present evidence concerning the adequacy and equity of the standardized position description or position classification standards. Fiscal Service will review the recommendations and evidence and advise NTEU of the results of its review.

Section 2

Fiscal Service agrees to furnish NTEU copies of proposed classification standards for unit positions which were referred to Fiscal Service by the Office of Personnel Management for comment as soon as possible. Fiscal Service agrees to inform NTEU as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees due to reorganization or changes in position classification standards.

Section 3

Fiscal Service agrees that the position description for each bargaining unit position will accurately reflect the principal duties of the employee filling the position.

Section 4

- A. When Fiscal Service decides to conduct a desk audit, it will notify the employee and simultaneously notify NTEU of the date and time for the audit. Prior to Fiscal Service meeting with the employee to discuss the results of a desk audit or classification review, or a potential classification appeal, it will provide advance notice and the opportunity for NTEU to attend the meeting.
- B. While a classification appeal or desk audit is in process, Fiscal Service will not reassign duties for the sole purpose of interfering with the appeal process.

Article 17

Personnel Records and Access to Information

Section 1

- A. Employees, with computer access, will have the ability to review their electronic Official Personnel File (e-OPF). Employees without computer access should contact their servicing HR Office for assistance to ensure access to their e-OPF.
- B. Employees will be permitted to have a written copy of their e-OPF and may provide such copy to NTEU.

Section 2

Any record that is not available to the employee or his/her representative (as designated in writing) for inspection and review will not be made to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use as provided for in the Privacy Act of 1974.

Section 3

It is agreed that e-OPFs and other personnel records will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974. Fiscal Service will purge records in accordance with official standards as regulated by law, procedures, or policy.

Article 18

Retirement

Section 1 - General

Fiscal Service agrees that employees who are eligible to retire within five (5) years shall be given an opportunity to voluntarily participate in the pre-retirement seminar. Employees are encouraged to seek additional counseling from the servicing HR Office.

Counseling concerning the employee's retirement options will not be construed as coercion.

Section 2 – Right to File for Retirement

Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by the servicing HR Office of his/her right to file for retirement if he/she has at least five (5) years of civilian service and the possibility of applying for a deferred annuity at age sixty-two (62) provided he/she has at least five (5) years of civilian service and leaves his/her money on deposit with the Office of Personnel Management.

Section 3 – Withdraw of Resignation/Retirement Application

An employee may withdraw a resignation or retirement application at any time before 11:59 p.m. on the effective date, provided:

- A. The withdrawal is communicated in writing to his/her immediate supervisor; and
- B. Fiscal Service has not made a commitment to fill the position of the retiring or resigning employee (5 CFR 712.202).

Section 4 – Death Benefits

Fiscal Service will make reasonable efforts to notify a deceased employee's designated beneficiary or next of kin of any benefits to which they may be entitled, and to assist them in filing claims for unpaid compensation, including lump sum leave payments, Federal retirement, or insurance benefits.

Section 5 – Phased Retirement

Phased retirement is a new human resource management tool authorized by section 100121 of Public Law 112-141, the "Moving Ahead for Progress in the 21st Century Act (MAP-21) approved July 6, 2012. Phased Retirement is intended to encourage experienced employees to remain, in at least a part-time status, until less experienced employees are equipped to fulfill the same duties and responsibilities as those who wish to retire. Within ninety (90) days after the Office of Personnel Management issues its final regulations regarding the Phased Retirement Program, the Parties will meet to negotiate, consistent with the law, the establishment of a Phased Retirement Program for bargaining unit employees of the Fiscal Service.

Article 19

Payment Correction Provisions

Section 1 – General

Fiscal Service agrees that, when through administrative error or oversight, an employee is deprived of benefits or pay to which he/she is otherwise entitled, a restoration of said benefits or pay will be made in accordance with law and regulations as expeditiously as possible.

Section 2 – Replacement Pay

When an employee has provided Fiscal Service with written notice on the proper form that he/she has not received a regularly due salary payment, Fiscal Service will seek to have the employee provided with a replacement payment within seventy-two (72) hours of receipt of such written notice, when practicable

Section 3 – Repayment of Overpayment

- A. Where, through administrative error, an employee receives an excess amount of money which would normally go unnoticed or undetected, the employee shall agree to repay the excess amount consistent with the Debt Collection Act. Repayments shall be made in amounts of at least fifty (\$50) dollars per pay period unless a lesser amount consists of full repayment.
- B. If an employee's employment with Fiscal Service is terminated prior to his/her liquidation of any overpayment described in Section 3.A., Fiscal Service retains the right to satisfy any outstanding balance from any funds due and owed to the employee prior to the effective date of his/her separation.

Article 20

Outside Employment

Section 1 – General

- A. Employees are advised that any outside employment request must be submitted in writing on the appropriate form to Fiscal Service for approval in advance. Fiscal Service agrees to continue its policy of fair and equitable application of appropriate regulations in this area.
- B. Fiscal Service will approve or disapprove any request within ten (10) workdays of the receipt of the request. The request may be denied if Fiscal Service can demonstrate a conflict of interest or the appearance of a conflict of interest. If the outside employment request is denied, Fiscal Service shall provide the reasons for the denial in writing to the employee. If the outside employment request is denied, the employee is not authorized to work in the outside job.
 1. If Fiscal Service has approved the outside employment request and then later disapproves it, and the employee is working in the same job and NTEU wishes to dispute Fiscal Service's decision, the employee will be permitted to remain in the outside job until a decision has been made at either step 3 of the grievance process or by an arbitrator under the expedited arbitration procedures set forth in this Agreement.
 2. If the arbitrator upholds Fiscal Service's disapproval of outside employment, the employee will have up to fourteen (14) calendar days to withdraw from the job, unless Fiscal Service determines that the reason for denial is so serious that the employee's immediate withdrawal is necessary.

Section 2 – Dispute of Disapproval/Withdraw of Approval

If an employee wishes to dispute Fiscal Service's initial disapproval or later withdrawal of approval of outside employment under this Article, the employee may file a grievance at the third step, in accordance with the Article 40, Grievance Procedures. If the grievance remains unresolved after the third step grievance meeting, NTEU may submit the grievance to expedited arbitration pursuant to Article 42 of this Agreement. Such a grievance must be filed within five (5) workdays of Fiscal Service's initial disapproval or later rejection of the outside employment.

If a grievance is processed pursuant to Section 2, upon written request Fiscal Service will provide NTEU with sanitized copies of the relevant outside employment request(s) submitted to Fiscal Service.

Article 21

Equal Employment Opportunity

Section 1

Fiscal Service and NTEU agree to support the providing of equal employment opportunity (EEO) to all employees and applicants for employment by eliminating all forms of unlawful discrimination and promoting the full realization of EEO through a positive and continuing effort.

Section 2 – Commitment

- A. Fiscal Service is committed to embracing and advancing equal opportunity for all its employees and applicants without regard to their race, color, religion, national origin, sex (including pregnancy and gender identity or expression), age, disability, reprisal (for protected activity), sexual orientation, parental status, marital status, and protected genetic information, or any other non-merit factor, by promoting a work environment that is free of discrimination and harassment.
- B. Fiscal Service will ensure the principles of equal opportunity and diversity by fostering a positive, inclusive, and professional work environment that respects and values the differences of its employees and capitalizes on their diverse talents in reaching their full potential.
- C. Fiscal Service agrees to provide maximum opportunity with available resources and consistent with Bureau needs for employees to enhance their skills and will advise employees on an equal basis of such programs and opportunities.
- D. Fiscal Service will direct special efforts at recruiting in minority group communities and organizations; in women's organizations; in educational institutions with significant representation of minorities, women, and persons with disabilities; and from other sources from which members of minority groups, women, and persons with disabilities for our mission critical occupations can be recruited.
- E. Fiscal Service shall take the necessary steps to ensure that the Bureau's EEO rules and regulations are administered and enforced in full compliance with the Equal Employment Opportunity Commission (EEOC) directives for Federal agencies. However, this does not preclude NTEU from raising EEO issues or concerns to Fiscal Service.
- F. EEO counselors shall be made available and accessible to all bargaining unit employees.

Section 3 – Discriminatory Harassment

- A. Fiscal Service will provide a work environment that is free from discriminatory harassment of any kind, including sexual harassment.
- B. Harassment is defined as unwelcome verbal or physical conduct based on race, color, religion, sex (whether or not of a sexual nature and including pregnancy, same-gender harassment, and gender identity harassment), national origin, age (40 and over), disability (mental or physical), sexual orientation, marital or parental status, protected genetic information, or retaliation, and:

1. The conduct is sufficiently severe or pervasive to create a hostile work environment; or
 2. A supervisor's harassing conduct results in a tangible change in an employee's employment status or benefits (e.g., demotion, termination, failure to promote, etc.).
- C. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
1. Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of an individual's employment;
 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual;
 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or
 4. Such conduct creates an intimidating, hostile or sexually offensive work environment.
- D. Fiscal Service has a "zero tolerance" policy for any form of harassment. Retaliation against individuals reporting allegations of harassment is prohibited.

Section 4 – Training

Fiscal Service will provide NTEU stewards with the same training in the EEO process as that which may be given to Fiscal Service's EEO counselors. This training will include information regarding the roles and responsibilities of the Office of Equal Employment Opportunity and Diversity (EEOD).

Section 5 – Affirmative Programs of Equal Employment Opportunity

- A. Fiscal Service shall establish and maintain an effective affirmative program of equal employment opportunity pursuant to Title VII of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended.
- B. Fiscal Service shall develop systems for the evaluation of program effectiveness and barrier identification and elimination by ensuring that the Bureau has adequate data systems for analyses of applicant flow, on-board workforce and personnel transactions data, provide current guidance for the development of program plans to all components and field installations, establish bureau-wide objectives, develop and submit program plans, and prepare accomplishment reports and plan updates for timely submission to Treasury and the EEOC.
- C. Affirmative program plans of EEO will be developed in accordance with the EEOC and OPM guidelines.

Section 6 – EEO Complaint Processing

- A. Fiscal Service agrees to carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the EEO administrative process or the negotiated grievance procedure. Fiscal Service and NTEU agree to cooperate in bringing about informal resolution of complaints.
- B. Individuals who allege discrimination or participate in presenting such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

- C. An employee may raise a complaint of discrimination through Fiscal Service's EEO administrative process or the negotiated grievance process, but not both. An employee shall be deemed to have exercised this option when the matter that gave rise to the allegation of discrimination is made the subject of a timely filed formal EEO complaint or grievance, whichever event occurs first. Consultation with an EEO counselor pursuant to 29 CFR 1614.105 does not constitute the filing of a formal EEO complaint.
- D. Fiscal Service may appoint EEO counselors from any appropriate source. When soliciting for an EEO counselor, Fiscal Service may solicit potential volunteers from the Bureau's general workforce, and communicate to the interested employees the roles and expectations required in performing those responsibilities effectively and efficiently. NTEU may also recommend potential volunteers to be considered by Fiscal Service. Although EEO counselors are located in many organizational units within Fiscal Service, they are EEO counselors-at-large and may be assigned to assist individuals at all Fiscal Service locations, including Headquarters and field locations (e.g., Regional Financial Centers, and Debt Management Operations Center).
- E. EEO counselors will receive counseling assignments directly from Fiscal Service's EEO Resolution Program Manager. EEO counselor assignments are determined by the Resolution Program Manager based on availability and associated costs. Clerical support will be provided by EEOD.

Section 7 – Special Emphasis Programs

Special Emphasis Programs are management programs responsible for identifying, analyzing, and eliminating discriminatory practices and barriers to employment opportunities and advancements for minorities, women, and persons and veterans with disabilities throughout Fiscal Service. Recognizing that active employee involvement enhances the goals of such programs, voluntary participation is strongly encouraged by Fiscal Service. Further, NTEU may join and be actively involved in all Special Emphasis Programs.

Section 8 – Reasonable Accommodations

Fiscal Service shall provide reasonable accommodations for qualified individuals with disabilities, as codified by the Rehabilitation Act of 1973, as amended, (29 USC 701) and pursuant to the definitions contained in 29 CFR §1630.2. Upon request, Fiscal Service shall provide employees with vision disabilities with access (e.g., Braille) to this Agreement.

Section 9 – Semi Annual EO/OE Meeting

A semi-annual meeting shall be held between the EEO Officer and/or his/her designee and the NTEU National President and/or his/her designee, for the respective Fiscal Service locations to discuss EEO matters and concerns, unless otherwise agreed upon by the Parties. The time, place, and number of representatives attending the meetings, will be determined mutually by the Director of EO/OE and the NTEU President.

Article 22

Probationary Employees

Section 1 – General

Fiscal Service and NTEU acknowledge that, in accordance with laws and regulations, a probationary period is one (1) year. This period is an integral part of the examining process during which an employee's conduct and performance of actual duties are observed by management to ascertain whether the employee demonstrates fully the qualifications necessary for continued employment.

Section 2 – Guidance

- A. During the probationary period of the employee, the supervisor should closely observe the employee's conduct, general character traits, and performance. Supervisors are encouraged to provide guidance in regard to work-related problems. When it appears that the employee's performance or conduct may be lacking, the supervisor may take the following actions as necessary.
 - 1. Explain what is required of the employee in the position.
 - 2. Identify area(s) where the employee needs improvement.
 - 3. Suggest ways or means for the employee to improve his/her performance or conduct.
- B. Upon request, employees are entitled to counseling by the supervisor. The counseling session should include those areas in which the employee has indicated that further guidance or knowledge is requested.

Section 3 – Termination Based on Pre-employment Issues

When Fiscal Service proposes to remove a probationary employee for reasons based in whole or in part on the employee's conduct before his or her appointment:

- A. Notice of termination will be given to a probationary employee generally fifteen (15) calendar days in advance of the effective date of the termination, except that notice of fifteen (15) calendar days will not be given if the time remaining in the probationary period is less than fifteen (15) calendar days. Such notice will contain a specific and detailed statement of the reasons for the proposed termination. The probationary employee need not receive a fifteen (15) day advance notice and may be terminated sooner if retention may result in damage to government property or may be detrimental to the interests of the government or injurious to the employee, fellow workers or the general public.
- B. Fiscal Service normally will meet with the affected probationary employee upon request and/or accept a written statement from that employee relating to his or her termination. If a written statement and/or meeting is elected by the employee, the meeting will take place and/or the written statement will be submitted within ten (10) calendar days of the employee's receipt of the notice referred to in Section 3.A. of this Article (or prior to the expiration of the probationary period if fewer than ten (10) days remain), provided that if the tenth (10th) calendar day falls on a weekend or Federal holiday, the time limits for holding such a meeting and/or submitting such a written statement will be extended to the next workday. If the employee elects both the written

statement and the meeting, the written statement must be delivered to Fiscal Service one (1) full workday prior to the date of the meeting. If a meeting is held, the employee may be accompanied by a local chapter steward and/or a national representative of NTEU.

- C. An employee who is terminated for reasons based in whole or in part on conditions arising before his/her appointment, will be advised by Fiscal Service whether the proposal to terminate is sustained or rescinded after considering the employee's written and/or oral statement(s) before reaching a final decision regarding termination of the employee.

Section 4 – Termination Based on Post-Employment Issues

The Parties agree that when Fiscal Service determines a probationary employee is to be terminated solely due to conduct or deficiencies in performance after entrance on duty, Fiscal Service will, if sufficient probationary time remains, give the affected employee fifteen (15) calendar days' notice of termination or such notice as the remaining probationary period permits. Such notice will be in writing and will consist of the conclusions on the inadequacies of the employee's conduct or performance. However, the probationary employee need not receive advance notice and may be terminated immediately if retention may result in damage to government property or may be detrimental to the interests of the government or injurious to the employee, fellow workers, or the general public.

Section 5 – Final Decision/Appeal Rights

- A. A final decision regarding termination will be conveyed to the employee in writing and will inform the employee of any and all statutory appeal rights available to him/her.
- B. The decision to terminate a probationary employee will be final and may not be challenged or appealed to any higher level authority, except as provided by statute or higher level regulation. Any arbitration decision which is issued pursuant to or concerning this Agreement or any procedure or right granted by this Agreement may not have the effect of requiring Fiscal Service to reinstate a probationary employee under any circumstances or of reversing the Fiscal Service decision to terminate a probationary employee.

Section 6 – Procedures

The failure to follow the procedures identified in this Article does not entitle a probationary employee to reinstatement.

Section 7 – Voluntary Resignation

Probationary employees may choose voluntary resignation in lieu of termination at any time prior to the termination becoming effective.

Article 23

Training

Section 1 – General

- A. Fiscal Service and NTEU agree that the training and development of employees is a matter of significant importance towards fulfilling the mission of Fiscal Service. In conjunction with this goal, Fiscal Service will, within budgetary limitations and workload considerations, make available to all employees the training Fiscal Service deems necessary for the performance of the duties the employee currently performs or will be performing. Fiscal Service agrees to assist employees in planning and following a plan of self-development. Managers are encouraged to work with employees to establish individual development plans (IDPs).
- B. Fiscal Service should consider whether necessary training has been available to an employee prior to pursuing a disciplinary or adverse action for poor performance or non-performance of duties.

Section 2 – Training History

It is the employee's obligation to forward accurate records of completed external training to the Training Office for inclusion in the learning management system. Employees with computer access will have the ability to review and print their training histories from the learning management system at any time. Employees without computer access should contact the Human Capital Division for assistance in order to review and print their training histories from the learning management system.

Section 3 – Self Development

Fiscal Service agrees to maintain information and furnish guidance about suitable and available training. NTEU agrees to encourage employees to take advantage of suitable self-development opportunities. Fiscal Service agrees that the nomination and selection of employees to participate in training and career development programs shall be done in a fair and equitable manner and compatible with the principles of EEO.

Section 4 – Reassignments

Fiscal Service agrees that when an employee is reassigned to another unit position as a result of his/her former unit position being eliminated, Fiscal Service, dependent upon budgetary limitations and workload demands, will provide training it deems necessary for the employee to perform the duties of the new position.

Section 5 – Tuition Assistance

- A. An employee may initiate a request for tuition assistance and must obtain prior approval from Fiscal Service for authorized expenses. If approved, Fiscal Service retains the discretion to provide for some or all authorized expenses, in accordance with laws, regulation, and budgetary limitations, for the necessary training outside of Fiscal Service when all of the following circumstances exist:

1. The training is related to the mission of the Fiscal Service and will enable the employee to increase his or her ability to perform his or her current job or a job the employee has been selected to fill in accordance with the merit promotion plan. Mission-related training is training that supports Fiscal Service goals by improving organizational performance at any appropriate level within the Bureau. This includes training that:
 - a. Supports Fiscal Service's' strategic plan and performance objectives;
 - b. Improves an employee's current job performance;
 - c. Allows for expansion or enhancement of an employee's current job;
 - d. Enables an employee to perform needed or potentially needed duties outside the current job at the same level of responsibility; and/or
 - e. Meets organizational needs in response to human resource plans and reengineering, downsizing, restructuring, and/or program changes.
 2. The employee agrees in writing, by signing a Continuing Service Agreement, not to voluntarily leave employment with Fiscal Service for a period of three (3) times the actual length of the course (classroom hours or equivalent) pursuant to 5 CFR §410.309;
 3. The course is not being taken solely for the purpose of obtaining a degree, and the employee provides proof of satisfactory completion. (Non-completion or unsatisfactory completion may require the employee to reimburse Fiscal Service.); and
 4. Funds are available to pay for such training without deferring or canceling commitments of higher priority.
- B. Management will also consider the following factors in determining if outside training is appropriate:
1. Comparable training is not available through Fiscal Service and management determines it would be too costly to develop a suitable training program at that time;
 2. Inquiry by Fiscal Service has failed to disclose less expensive, suitable, adequate, and timely programs; and
 3. Fiscal Service determines that the training meets the needs of the employee and Fiscal Service as well or better than other training of its nature that may also be available.
- C. If the training is to be conducted during duty hours management will also consider whether workload demands preclude an employee's participation.
- D. After employees request training, they will be notified whether or not the training has been approved. Reasons for non-selection will be given to employees in writing, if requested.

Section 6 – Fiscal Service-wide Training

An eligible employee desiring to use Fiscal Service-wide training via the learning management system and who initiates a request to attend service-wide training and obtains prior approval from their immediate supervisor, will be permitted to attend the service-wide training without charge to annual leave or leave without pay, provided that workload problems do not preclude the employee's participation, space is available in the service-wide training course and the training will enable the employee to increase his/her ability in his/her presently assigned duties or duties the employee will be performing in the future. It is understood that employees shall receive reasonable time to travel to and from training and other Headquarters buildings and may request a Metro fare card or token for such travel.

Employees will be selected to participate in service-wide funded classes using a percentage method that allows representation from all offices.

Section 7 – Competitive Promotion Procedures

- A. When training is requested primarily to prepare employees for advancement, or if the requested training would fulfill specific qualification requirements for a position with known promotion potential, selection for such training will be made under competitive promotion procedures, including those contained in Article 12. Such training is subject to Fiscal Service's budgetary limitations.
- B. Employees in career ladder positions who have not yet reached the full performance level shall not be required to compete for training which Fiscal Service deems is necessary for their accession to the full performance level.

Section 8 – LWOP

Fiscal Service agrees to allow an employee to take leave without pay for up to one (1) year after completion of five (5) years of consecutive service with Fiscal Service to engage in full-time, job related study. It is understood that such requests shall be granted in accordance with the following:

- A. The employee's absence will not create a severe workload problem; and
- B. The maximum number of employees within each Office/Division/Branch who may receive this leave without pay at any one time is three (3). If there are more eligible and qualified applicants than such opportunities, the length of total Federal Government Service will be the factor considered to determine the selection.

It is further understood that provisions of Article 12 apply to such employees and that:

1. The course of study must be approved by Fiscal Service as being designated to improve the job skills of the employee; and
2. If the study is one that combines work and study, the work portion is subject to the outside employment requirements of Fiscal Service.

Section 9 – Work Schedules

Fiscal Service may adjust an employee's normal work schedule for training and educational purposes.

- A. The work schedule of an employee on an alternative work schedule (AWS) may be adjusted, if necessary, to ensure employee attendance for the duration of training. If an employee is working eight (8) hours per day, an employee may be required to change his/her starting and ending times to accommodate the hours of the class.
- B. For training that is not related to an employee's official duties, a special tour of duty is permissible if all of the following conditions are met:
 - 1. The special tour of duty will not appreciably interfere with work accomplishment;
 - 2. Fiscal Service incurs no additional personal service costs;
 - 3. Course completion will equip the employee to work more effectively within Fiscal Service; and
 - 4. The employee receives no premium pay while on the special tour of duty, even though otherwise payable.
- C. Employees will not be denied training opportunities solely because they work shift work. Employees may be required to change either their shift or tour of duty in order to attend training.

Section 10 – Overtime

Fiscal Service may not pay overtime to an employee engaged in training by, in, or through the Government or non-government facilities unless the costs of the training (premium pay included) is less than the costs of the same training confined to regular work hours, even when the training is given on overtime, a holiday, or a Sunday.

Section 11 – Career Development Program

Within one hundred eighty (180) days of the effective date of this agreement, the parties will meet to discuss the feasibility of establishing a career development program, the purpose of which is to aid in the advancement of the careers of bargaining unit employees within Fiscal Service.

Article 24

Acceptable Level of Competence

Section 1 – General Provisions

- A. This article is applicable only to General Schedule (GS) employees who occupy permanent positions within Fiscal Service.
- B. An acceptable level of competence (ALOC) determination shall be based on an employee's performance of the duties and responsibilities of his/her assigned position or positions during the waiting period.
- C. An employee will be granted a within-grade increase when he/she has completed the required waiting period and when it is determined that the employee has performed at an acceptable level of competence during the waiting period, i.e., an employee receives a "Meets Expectations" on his/her most recent final rating of record.
- D. If the decision is to deny a within-grade increase, the employee's most recent rating of record must reflect performance below the "Meets Expectations." If the denial is not consistent with the most recent of rating of record, a more current rating of record must be prepared.
- E. An employee shall be considered to have attained an ALOC when it is determined that the employee fully meets or exceeds the performance requirements of his/her job in all critical elements.
- F. The within-grade increase for an employee with a favorable ALOC determination is effective on the first day of the first pay period after completion of the required within-grade increase waiting period.

Section 2 – Consideration for an ALOC

The supervisor decides whether to grant or withhold a within-grade increase at the end of the within-grade increase waiting period. In most instances, the immediate supervisor uses the employee's current rating of record to make this determination.

- A. The supervisor must render performance at an ALOC for a step increase if the employee:
 - 1. Has at least a "Meets Expectations" current rating of record;
 - 2. Has completed the required waiting period, and
 - 3. Has not received an equivalent increase during the waiting period. A Quality Step Increase is not considered an equivalent increase.
- B. The supervisor must delay the ALOC determination and step increase if:
 - 1. The employee has not had ninety (90) days to demonstrate acceptable performance because the employee has not been informed of the specific performance requirements for the employee's current position and has not been given a performance rating in any position within ninety (90) days before the end of the step increase waiting period; or

2. The employee receives a reduction in grade because of unacceptable performance to a position for which the employee becomes eligible for a within-grade increase during the last ninety (90) days of the step increase waiting period.

Under either of these conditions, the supervisor must notify the employee of the:

- a. Postponement of the ALOC determination;
- b. Extension of the rating period to satisfy the minimum appraisal period; and
- c. Specific requirements for performance at an acceptable level of competence.

After the employee serves in the position for ninety (90) days, the supervisor must complete a rating of record and make an ALOC determination based on this rating. If, after the delay, the supervisor certifies performance at an ALOC, the employee will receive the within-grade increase retroactive to the start of the pay period following completion of the applicable waiting period.

- C. If the employee does not serve in any position for at least ninety (90) days during the final fifty-two (52) calendar weeks of the within-grade increase waiting period, Fiscal Service will waive the ALOC determination and grant a within-grade increase to the employee under the following conditions:
 1. An absence that counts as creditable service in the computation of a within-grade increase waiting period;
 2. An absence while on paid leave;
 3. Receipt of service credit under back pay provisions;
 4. An absence while on detail to another bureau or employer who does not prepare a rating,
 5. Because the employee has not had enough time to demonstrate an ALOC due to authorized activities, including NTEU functions, of official interest to Fiscal Service; or
 6. An absence while on long-term training.

Each of these conditions presumes the employee would have performed the duties specified in the position of record at an acceptable level of competence.

Section 3 – Notice of Within-Grade Denial

If the supervisor determines that an employee's performance is not at an acceptable level for the purpose of approving the within-grade increase, Fiscal Service will notify the employee in writing that the within-grade increase will be denied. The notice will include a statement of the following:

- A. Examples of how the employee's performance is not at an ALOC and how the employee can improve in order to be granted a within-grade increase;
- B. Information on the employee's right to request reconsideration of the determination. An employee or an employee's personal representative may request reconsideration of a negative determination by filing, not more than fifteen (15) days after receiving the notice of

determination, a written response to the negative determination setting forth the reasons Fiscal Service shall reconsider the determination; and

- C. That failure to improve his/her performance to an ALOC may be cause for Fiscal Service to place the employee on a PIP, to effect the employee's removal, demotion, or reassignment.

Section 4 – Reconsideration

- A. When an employee files a request for reconsideration, Fiscal Service shall establish an employee reconsideration file that shall contain all pertinent documents relating to the negative determination and the request for reconsideration, including copies of the following:
 - 1. The written determination and the basis therefore;
 - 2. The employee's written request for reconsideration;
 - 3. The report of investigation when an investigation is made;
 - 4. The written summary or transcript of any personal presentation made; and
 - 5. The decision on the request for reconsideration. The reconsideration shall not contain any document that has not been made available to the employee or his/her personal representative. The employee and/or his/her representative must have been provided an opportunity to submit a written exception to the summary or transcript discussed in Section 4.A.4. of this Article.
- B. An employee in a duty status shall be granted a reasonable amount of official time to review the material relied upon to support the negative determination and to prepare a response to the determination.
- C. Fiscal Service will provide the employee with a prompt final written decision, usually within ten (10) working days after receipt of the request
- D. The time limit to request reconsideration may be extended when the employee shows he/she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit.
- E. When a negative determination is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to appeal the decision through NTEU to arbitration within thirty (30) calendar days from receipt of the reconsideration decision or to the MSPB, pursuant to 5 USC §5335(c). Such requests to arbitrate must be filed in accordance with the procedures in Article 41, Arbitration.
- F. When reconsideration results in a decision which overrules the negative determination, it is agreed that the within-grade increase shall be effective as of the date it would have been effective had the initial determination been favorable.

Section 5 – Continuing Evaluation

- A. If Fiscal Service determines the employee has demonstrated sustained performance at an ALOC, Fiscal Service may, at any time thereafter, prepare a new rating of record for the employee, and grant the within-grade increase.
- B. If the within-grade increase continues to be withheld, Fiscal Service shall determine whether the employee's performance is at an ALOC after no more than fifty-two (52) calendar weeks following the original due date for the within-grade increase and, for as long as the within-grade increase continues to be denied, determinations will be made after no longer than each fifty-two (52) calendar weeks.
- C. When an ALOC is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the ALOC determination has been made.

Article 25

Health and Safety

Section 1 – General Provisions

- A. To the extent of its authority and ability, Fiscal Service will provide and maintain safe working conditions for its employees.
- B. Fiscal Service will ensure that each employee has an appropriate and safe working environment in which to perform the duties of his/her position. Fiscal Service will provide a work environment that is in compliance with General Services Administration (GSA), Occupational Safety & Health Administration (OSHA), and Executive Order 12196 guidelines.

Section 2 – Safety Officer

NTEU may, at any time, request to meet with the Safety Officer to discuss any concerns or issues relating to workplace safety and/or health. The request to meet will include an agenda in advance of the meeting. The Safety Officer will promptly respond, bringing the necessary parties of management to address the issues. Any documentation relating to the situation, including corrective actions taken will be provided to NTEU upon request.

Section 3 – Reporting Safety/Health Hazards

- A. Employees are encouraged to inform their supervisor of any unsafe practice, equipment or condition that might represent a health and/or safety hazard. The supervisor will take appropriate action to correct the situation and, if necessary, report it to the Safety Officer. Fiscal Service is responsible for corrective action and will immediately seek to have the appropriate authorities address the situation.
- B. In accordance with Executive Order 12196, bureau inspections must be conducted within twenty-four (24) hours for employee reports of imminent danger, within three (3) workdays for potentially serious conditions, and within twenty (20) workdays for other than serious safety and health considerations. Imminent danger, as defined by OSHA, is any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately.
- C. If an employee believes in good faith that they are exposed to imminent danger in the workplace, they may refuse to perform their duties. "Good faith" means that even if an imminent danger is not found to exist, the employee had reasonable grounds to believe it did. The following steps must be followed in a suspected imminent danger situation:
 - 1. The employee must ask his/her supervisor to correct the hazard;
 - 2. The employee must ask his/her supervisor for other work until the hazard has been removed; and
 - 3. The employee must remain available for further instruction from his/her supervisor in regards to work assignments or until ordered to leave by the supervisor.
- D. Upon request of the individual making such a report, no person will disclose the name of the individual making the report or the names of the individual employees referred to in the report, to anyone other than the authorized representatives which have a need to know.

- E. Fiscal Service must ensure 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 bureau occupational safety and health activities.
- F. Each building occupied by unit employees will be inspected semi-annually for health and safety compliance. These inspections will be directed by Fiscal Service's Safety Officer. Fiscal Service will provide the appropriate NTEU Chapter with notice concerning the inspections and will provide copies of the written inspection report(s), including corrective actions taken and any other related documents.

Section 4 – Personal Protective Equipment

- A. Fiscal Service will provide OSHA approved safety equipment and personal protective equipment (PPE) in those instances where Fiscal Service has determined that such equipment is necessary to protect employees from hazards encountered during performance of official duties.
- B. Employees will use safety equipment or wear PPE and will follow procedures as directed for their protection.
- C. The purchase of safety equipment and PPE will be governed by OSHA, NIOSH, GSA, Procurement and Treasury regulations.
- D. Only qualified and trained employees will be required to repair or adjust equipment or machinery. Lock-Out-Tag-Out (LOTO) procedures will be followed by employees where appropriate. Fiscal Service will maintain all equipment in safe working condition and provide for periodic inspections.

Section 5 – Federal Occupational Health Facility

- A. In each building where employees are located, if a Federal Occupational Health (FOH) facility is not on the premises or readily available (i.e., within two (2) blocks), Fiscal Service agrees to provide employees access to other emergency medical facilities that offer similar services.
- B. To the extent there are no budgetary limitations or vaccine shortages, "flu shots" will be made available annually on a voluntary basis to employees.

Section 6 – Emergency Transportation

- A. 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, Fiscal Service 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. When another employee volunteers to assist with transportation of the sick employee, such other employee will be allowed a reasonable amount of official time. Fiscal Service's monetary, pecuniary or tort liability is governed by law, regulations, Federal Court decisions, and/or decisions of the Comptroller General and Fiscal Service assumes only such responsibility or liability allowable by law, regulation, or such decisions.
- B. If an injured employee is sent to a medical facility, Fiscal Service and the affected employee agree to accept the determination made by competent medical authority at the facility as to whether the employee should return to work.

Section 7 – Asbestos

- A. Recognizing that asbestos can be a potentially harmful substance, it is the goal of Fiscal Service, through coordination with GSA, to reduce and eliminate employee exposure to known hazardous levels of asbestos in areas controlled or occupied by Fiscal Service. National Institute of Occupational Safety and Health (NIOSH) and the Environmental Protection Agency (EPA) standards will be used in determining permissible exposure limits (PELs). When exposure limits have been exceeded in any given work area, procedures in Section 7.B. and C. will be followed.
- B. Fiscal Service will, through coordination with GSA, ensure that on a periodic basis work areas occupied by employees for whom excessive levels of asbestos have been identified are monitored for asbestos in the air. The results of these tests will, as they become available to Fiscal Service, be made available to NTEU, upon request
- C. If at any time a result of a test for asbestos hazards shows a reading above the PELs, the following actions will be taken:
 - 1. NTEU will be notified immediately of the findings, and will be advised of work being done to remedy the problem according to GSA, EPA, and State laws/regulations. Copies of any written reports or recommendations will be provided to the designated NTEU representative in the affected facility.
 - 2. Fiscal Service will take actions to safeguard the health and safety of all employees, subject to Fiscal Service's authority and budgetary limitations. Fiscal Service reserves the right in all instances where a hazard has been identified to immediately relocate affected employees.
 - 3. Fiscal Service will refer, upon request, affected high-risk employees, (e.g., those with known chronic respiratory illnesses), to the available FOH or Bureau Health Unit.
 - 4. In the event of a verified on-site exposure to levels of asbestos in excess of the PELs, the employee will be advised to contact the Fiscal Service Workers' Compensation staff to discuss the situation and obtain advice on seeing a physician. The Safety Officer must also be notified.
- D. Fiscal Service will relocate employees who are in a work area which exceeds the PELs to a safe location as soon as possible.

Section 8 – Injuries

- A. When an employee becomes ill due to exposure or is injured in the performance of his/her duties, he/she must notify his/her supervisor, or designee, immediately. Fiscal Service Workers' Compensation staff will advise the injured/ill employee on proper procedures and what benefits under the Federal Employees Compensation Act (FECA) are available (Section 10). The supervisor must stay involved in the process and will assist the employee. The Safety Officer must also be notified so that a safety investigation may be conducted to ensure all necessary corrective actions are taken to remedy any unsafe condition, faulty equipment, etc.
- B. An employee may have NTEU representation on Workers' Compensation issues.
- C. Fiscal Service will follow all Department of Labor (DOL) and OSHA requirements relating to the injury/illness.

Section 9 – Employee Assistance Program

- A. Fiscal Service agrees to continue its implementation of its Employee Assistance Program (EAP) to offer assistance to employees with e.g., alcoholism, drug problems, emotional problems, etc., as required and defined in applicable regulations, and shall seek to make employees aware of its Program. On its part, NTEU agrees to cooperate fully with Fiscal Service in its attempt to rehabilitate employees who accept assistance made available under provisions of this Program.
- B. Fiscal Service recognizes that the EAP is designed to deal forthrightly with problems at an early stage when the situation is more likely to be correctable. It is understood that:
 - 1. Employees undergoing a prescribed program of treatment will be granted such leave for this purpose on the same basis as any other illness when absence from work is necessary.
 - 2. If an employee requests assistance for his/her problem, the responsible supervisor must weigh this fact in determining appropriate disciplinary and adverse action, if such actions become necessary.

Section 10 – Filing a Claim – Federal Employees Compensation Act

When an employee is injured in the performance of his/her duties, he/she will be informed of the procedures for filing a claim for benefits under the Federal Employees Compensation Act and advised of his/her rights and responsibilities with regard to receipt of such benefits.

Section 11 – First Aid

Fiscal Service will provide a stocked first aid kit at each Fiscal Service facility. Fiscal Service will provide training to volunteer employees in the use of the first aid kits.

Section 12 – Employee Rights

Fiscal Service recognizes the existence of certain employee rights under 29 CFR Part 1960. Among these is the right to be free from reprisal when employees decline to perform their assigned tasks because of reasonable beliefs, that under the circumstances, the tasks pose imminent risk of death or serious bodily harm; coupled with a reasonable belief that there is insufficient time to see effective redress through normal hazard reporting and abatement procedures established by Fiscal Service.

Section 13 – Water Quality

- A. In coordination with GSA, Fiscal Service agrees to follow EPA guidelines/laws/regulations, monitor the quality of water in its facilities as directed, and take steps necessary to ensure safe water supplies. Upon request from NTEU, Fiscal Service will provide copies of any test results, reports and recommendations.
- B. Fiscal Service will act immediately to correct or to provide alternate sources of drinking water if, upon receipt, any testing/sampling results indicate higher than acceptable levels of contaminants. Fiscal Service will:
 - 1. Conduct water quality tests at all facilities unless tests have been conducted within the last twelve (12) months. Water quality tests will subsequently be conducted annually or with more frequency when a problem has been identified.
 - 2. Provide NTEU with a copy of all test results, reports and recommendations. Fiscal Service and NTEU will issue a joint communiqué on the results of the water quality test to all employees at the appropriate facility.
 - 3. Act immediately to correct or to provide alternate sources of drinking water if upon receipt, the sampling results indicate higher than acceptable levels of contaminants.

Article 26

Space Moves

Section 1 – General

- A. The Parties agree that the following procedures will be used when one (1) or more organizational units are involved in a physical move. These procedures do not apply to individual reassignments or relocations covered under Article 13, Details and Reassignments.
1. When the implementation of a proposed physical move affecting one (1) or more organizational units referred to in Section A., is approved and forwarded to the appropriate management official for implementation, NTEU will be notified in writing along with any relevant information as mentioned in Section B., as far in advance as possible.
 2. Such notification will identify the unit(s) to be moved, the estimated date of the move, a management contact that NTEU may call for further information, and include a proposed floor plan, when available, or a layout made to scale.
 3. Upon receipt of this notification, NTEU will have fifteen (15) workdays to respond in writing with any proposals. If no written proposals are made, then management may implement the move as proposed. If a written proposal is submitted by NTEU, the Parties shall negotiate in accordance with the procedures contained in Article 5, Labor-Management Negotiating Procedures. NTEU will also designate an official to whom further information about the move is to be directed.
- B. In order to minimize the potential for adverse impact and disruption of work and to provide employees affected by a move with appropriate notice and relocation assistance, the following additional information, as it is relevant and necessary, will be provided to NTEU:
1. The names of the unit employees affected by the move, and the proposed dates on which the move is scheduled for these employees;
 2. A space plan that, to the extent practicable and consistent with the special requirements of any employees with disabilities, allocates office space to employees which is consistent with this Article;
 3. Any provisions for supplying boxes and other supplies to employees for the purposes of packing personal items and/or otherwise assisting in preparation for the move;
 4. Any appropriate arrangements, within Fiscal Service limits to do so, with GSA or other authorities for phone service, essential repairs and maintenance;
 5. Any specific provisions to assist employees with disabilities (if any) to the extent necessary and practicable in preparing for the move, making the move and adjusting to their new office environment; and
 6. A statement that the space is, or will be made, safe for occupancy, prior to the move.

Section 2 – Seating

In order to minimize the potential for adverse impact and disruption of work, and to provide employees affected by a move with the opportunity to select workstations and seating in a fair and equitable manner, the following process will be used:

- A. When developing the floor plan, employees will be arranged into seating groups based on function, work need, operational efficiency, employee/supervisory reporting responsibilities, organizational structure, or other work-related basis.
- B. Once the seating groups have been located on the floor plan, employees will choose their workstations from within each grouping in order of Total Government Service (i.e., employee with more seniority will have their requests approved first).
- C. Should there be a tie between employees with the same Total Government Service, the selection order will be decided by a coin toss.
- D. NTEU will be provided advance copies of the draft floor plans with the seating groups identified and provided an opportunity to negotiate.

Nothing in this article in any way interferes with Management's right to determine the methods and means of performing the work.

Article 27

Travel

Section 1 – General Provisions

- A. Fiscal Service agrees, when practicable, to schedule and arrange for travel of an employee away from an employee's duty station to occur within each employee's regular work hours.
- B. When travel results from an event that cannot be scheduled or controlled administratively (e.g., the event is scheduled by an organization outside the Executive Branch of the Government), such travel is hours of employment for pay purposes (subject to the rules and regulations of the Fair Labor Standards Act and Title 5 US Code).

Section 2 – Government Issued Travel Card

- A. Frequent travelers must obtain and use a Government issued travel charge card when traveling on official business. Infrequent travelers are encouraged to use one.
- B. The Government travel charge card is issued in the name of the traveler. The card may only be used for official Government travel expenses, such as transportation, lodging and meals. Cardholders are expected to charge as many travel expenses as possible directly on the card and limit the use of the card's Automated Teller Machine (ATM) capability to obtain cash advances only for those expenses a traveler expects not to be able to be charged to the travel card. Money withdrawn from the ATM can be used for official travel expenses such as taxicabs, metro bus and rail fares, meals, and the incidental portion of the Per Diem allowance.

Section 3 – Expenses

Fiscal Service agrees to reimburse employees in official travel status for Per Diem and mileage expenses incurred, as authorized and approved in the discharge of their official duties, and for all reasonable travel in connection with activities in Article 9. This will be done in accordance with applicable laws and regulations.

Section 4 – Return Trips Home During Extended Temporary Duty (TDY)

Fiscal Service requires a traveler to be in a continuous TDY status for more than ten (10) calendar days before a return trip home on non-workdays may be authorized with prior approval by the approving official. An authorized return trip home on non-workdays for continuous TDY travel lasting less than ten (10) calendar days requires prior approval from the traveler's Assistant Commissioner.

- A. Periodic (Authorized) Return Trips Home

An approving official may authorize per diem or actual expense and round-trip transportation expenses for periodic return travel on non-workdays to the employee's home or official station under the following circumstances:

1. Fiscal Service requires an employee to return to official station to perform official business;
2. Fiscal Service will realize substantial cost savings by returning employee home; or

3. Periodic return travel home is justified incident to an extended TDO travel assignment.

B. Voluntary (Unauthorized) Return Trips Home

If an employee voluntarily returns home or to his/her official station on non-workdays during a TDY travel assignment, the maximum reimbursement for round-trip transportation and per diem or actual expenses is limited to what would have been allowed had the employee remained at the temporary duty travel location (i.e., cost of lodging and full M&IE).

Section 5 – Proper Use of Government Travel Charge Card

- A. Employees shall use their Government travel charge card only for authorized and approved expenses incurred in connection with official travel. The Government travel charge card may never be used for personal expenses whether in or out of travel status. Possession of the card does not exempt the employee from using Government City Pair contract carriers, the E-Gov Travel System, or Travel Management Centers (TMCs) (or successor programs designated by Fiscal Service) when required. Use of the card does not relieve the employee of the responsibility to employ prudent travel practices and to observe rules and regulations governing travel as set forth in the Federal Travel Regulations and implementing Treasury and Bureau regulations.
- B. Employees who have an individually billed Government travel charge card are responsible for all charges and must pay directly in full by the billing due date. Timely payment is required even if employees have not been reimbursed.
- C. Employees must comply with Fiscal Service's internal procedures, terms and conditions of the Cardholder Agreement, and be familiar with the Travel Cardholder Guide provided by the vendor.
- D. If a bill contains a disputed charge, the employee must ensure that the incorrect charge is disputed properly and timely in order to stop the aging of the charge.
- E. Employees must submit a proper travel voucher within five (5) workdays after completion of trip. Employees must be notified by Fiscal Service of any error that would prevent timely payment within seven (7) days of the receipt of the travel voucher, and the reasons why the voucher is not proper. If employees are not reimbursed within thirty (30) calendar days after submitting a proper voucher to their designated approving office, the employees will receive a late payment fee in addition to the amount due, as long as the fee is \$1.00 or greater. Late payment fees are calculated using the prevailing Prompt Payment Act Interest Rate beginning on the 31st day after submission of a proper travel claim and ending on the date on which payment is made, or a flat fee of not less than the prompt payment amount (may be based on a bureau-wide average of travel claim payments). In addition to this fee, employees shall be paid an amount equivalent to any late payment charge that the card contractor would have been able to charge had the employee not paid the bill.

Section 6 – Definitions

- A. Officially Required Travel – Travel outside the employee's official duty station that is officially ordered and approved by the appropriate approving official prior to the travel actually taking place, as practical. Fiscal Service must officially order and require the employee to travel outside the employee's regular working hours for those hours to receive consideration as creditable hours for compensatory time off for travel.
- B. Creditable Compensatory Time Off – An employee is only authorized to earn creditable compensatory time off for time spent traveling when the employee is officially required to travel outside his/her regular working hours and the hours are not otherwise compensable as hours of work under other legal authority. The destination of the travel must be outside the employee's official duty station worksite in order for the time spent in a travel status to be considered for compensatory time off for travel.
- C. Increments of Time – Fiscal Service credits the acquisition and use of qualifying compensatory time off for travel in increments of one-quarter of an hour (15 minutes).
- D. Official Duty Station – Fiscal Service deems transportation terminals and temporary duty station locations outside a fifty (50) mile radius of the employee's official duty station work site to be outside the employee's official duty station for purposes of computing an employee's creditable compensatory time off for travel.
- E. Multiple Time Zone Travel – When travel involves two or more time zones, the time zone from point of first departure of the travel must be used to determine how many hours the employee actually spends in a travel status.
- F. Alternative Mode of Transportation – If an employee uses an alternative mode of transportation, travels at a time not authorized, or by a route not authorized, Fiscal Service estimates the amount of time in a travel status that would have been creditable had the employee used the authorized mode of transportation, travel time, or route selected by Fiscal Service. Any alternative travel must be approved by the appropriate Fiscal Service approving official prior to the travel to be considered for compensatory time off for travel. When alternative travel has been approved, Fiscal Service credits the employee with the lesser of the estimated time in a travel status Fiscal Services elected or the actual time in a travel status authorized as an alternative.
- G. Compensatory Time Off – Is credited in the pay period that it is earned. An employee must use his/her accrued compensatory time off within twenty-six (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 28

Parking and Public Transportation Incentive

Section 1 – General

Employee parking assignments will be made in accordance with established parking procedures and policies at each location/building housing Fiscal Service employees. Employees who are approved parking permit holders under these procedures will not be charged for their parking space unless fees are required by statute or budgetary constraints or circumstances beyond Fiscal Service control. The Union will be given the opportunity to bargain over any proposed changes.

Pursuant to the Energy Policy Act of 1992 (Public Law 102-56), employees who receive subsidized parking from their employers must pay income tax on the value of the parking space that is in excess of the annual limit established by the IRS. Fiscal Service will send out a global e-mail should the value of the parking spaces reach that threshold.

With the exception of parking spaces at facilities having fewer than ten (10) spaces, it is agreed that this Section shall be used by Fiscal Service to assign available parking spaces it controls.

- A. Available parking spaces must be assigned according to the priorities established by GSA guidelines. This gives priority to official vehicles; severely disabled employees; executive personnel and persons who regularly work unusual hours (e.g., unusually early or late hours that may create a safety concern).
- B. To the extent there are available spaces after the assignment of parking spaces as described in Section 1.A., the remaining spaces will be assigned to employees in van/carpools. Fiscal Service will assign van/carpools through the annual permit application in the following order:
 1. Carpools with the highest number of regular members (i.e., a carpool with six (6) regular members shall receive a parking space before a carpool with only five (5) regular members).
 2. A member who does not travel on a daily basis, or only travels one-way with a carpool shall be counted in a pro rata manner (i.e., an individual who only commutes with the carpool three (3) days during the week shall be counted as three-fifths (3/5) of a regular member).
 3. Total Federal Government service among all van/carpool participants.
- C. Carpool membership is not solely limited to Fiscal Service employees. However, the chief carpool member must be a Fiscal Service employee on a full-time, permanent basis.
- D. In the event there are not enough van/carpool applications received to fill the remaining available parking spaces, such spaces will be assigned to employees in total Federal Government Service order.

Section 2 – Carpool Applicants

- A. Carpool applicants assume full responsibility for ensuring the safe and proper use of parking privileges. Any applicant with false or misrepresented information, or who violates carpool practices and procedures, shall have the carpool permit and privilege revoked for the remainder of the calendar year, and may be subject to other discipline.
- B. It is agreed that if action is proposed pursuant to Article 37, Disciplinary Actions, the employee attending such an investigatory meeting, upon request, will be permitted to be accompanied by his/her representative.
- C. For parking areas under the direct control of Fiscal Service, applications will be requested at least annually by Fiscal Service at times Fiscal Service determines appropriate. Fiscal Service will notify employees when applications are due at least fourteen (14) workdays before the date Fiscal Service requires their submission. Each member or prospective member of the carpool is responsible for accurately completing an application.
- D. If the composition of the carpool changes after the applications have been submitted or a parking space has been granted, it shall be the responsibility of the chief carpool member to immediately notify Fiscal Service of the changes. Fiscal Service retains the right to reassign a parking space upon a change in the composition of a carpool, which shall go to the next eligible chief carpool applicant.
- E. Incomplete, incorrect, late or questionable applications may be disqualified by Fiscal Service for the assignment period for which the application was submitted.

Section 3 – Parking Permits

Once parking permits have been assigned through the procedures of this Article, and Fiscal Service increases the number of parking spaces assigned during that year to visitors, official vehicles or executive personnel, Fiscal Service agrees to notify NTEU of the increase.

Section 4 – Subsidized Parking

An employee assigned a Fiscal Service subsidized parking space under the provisions of this Article, will not be charged a parking fee for that space.

Section 5 – Transit Subsidy Payments

- A. Fiscal Service agrees to offer a monthly subsidy for all Fiscal Service employees who commute to work by public transportation or a vanpool that meets the Internal Revenue Service (IRS) eligibility requirements for qualified transportation fringe benefits set forth in 26 CFR parts 1 and 602. The amount of the subsidy is dependent on an employee's actual commuting costs and cannot exceed the actual costs incurred. Employees may be required to provide proof of their expenses for the purposes of participating in the subsidy program.
- B. Fiscal Service agrees to provide the particular maximum allowable monthly transit subsidy and pre-tax parking benefits for all National Capital Region (NCR) and non-NCR qualifying employees. In the event that the maximum allowable amount increases or decreases in the future, all qualifying employees shall be entitled to the maximum allowable amount.

Section 6 – Pre-Tax Parking Benefits

- A. Pre-tax parking is authorized for eligible employees to exclude certain parking expenses from their taxable income. This benefit is provided by Executive Order 13150, 26 CFR Part 1.132.9, and 5 USC §7905.
- B. An employee is eligible if:
 - 1. He/she parks at eligible parking locations:
 - a. On or near the employer's business premises; or
 - b. At a location from which the employee commutes to work (including commuting by carpool, commuter highway vehicle, mass transit facilities, or transportation provided by any person in the business of transporting persons for compensation or hire); and
 - 2. He/she either takes mass transportation, rides in a vanpool, or in a carpool of two or more persons from the parking location to work.
- C. Eligible employees should submit an application to their designated transit subsidy coordinator. The transit subsidy coordinator will submit the approved application to the servicing personnel office for inputting into the personnel/payroll system.
- D. Eligible employees can receive both the transit subsidy and pre-tax parking benefits.

Section 7 – Retroactive Transit Subsidies and Pre-Tax Parking Benefits

This Section shall apply when any legislation, law, and/or departmental regulation entitles an employee to a retroactive transit subsidy and/or pre-tax parking benefit and that employee's incurred transit/parking costs were greater than the previous maximum allowable benefit. In such circumstances, such employee shall be reimbursed from the retroactive date to the present for the difference between the employee's incurred transit/parking costs during this period and the previous maximum transit subsidy/parking benefit amount, up to the difference between the previous and retroactive benefits. The incurred transit/parking costs shall be based upon the employee's reported commuting/parking costs for this time period on her/his transit subsidy/pre-tax parking application form. This amount shall be distributed within ninety (90) days of the enactment of such legislation, law, and/or departmental regulation.

Section 8 - Budgetary Constraints

The scheduled increases in Section 5 of this Article will be maintained subject to budgetary constraints. If Fiscal Service determines that due to budgetary constraints a scheduled increase will not take place, NTEU will be timely notified and may re-open negotiations on the PTI program, and may challenge the basis of the management decision.

Section 9 – Liberty Center and Hyattsville Parking Reduction

The parties agree to negotiate a Memorandum of Understanding that includes:

- A. Fiscal Service has determined that it will discontinue providing free parking spaces for employees assigned in the NCR locations. To ameliorate the impact on employees currently receiving parking as of March 18, 2014, Fiscal Service will maintain spaces for all such employees until the end of Fiscal Year 2015. Thereafter, Fiscal Service will provide all employees who have a valid parking permit as of September 30, 2015, a twenty (\$20) dollar monthly parking subsidy for one (1) year, beginning October 1, 2015. The subsidy ends September 30, 2016, or when the employee no longer purchases parking, whichever occurs first.
- B. This MOU will not apply to new employees hired after its effective date. New employees hired after that date will be responsible for obtaining their own parking.
- C. Spaces included in the lease of the LCB and Hyattsville facilities will be assigned in accordance with this Article.

Article 29

Overtime

Section 1 - General

All overtime and compensatory time shall be administered consistent with the applicable provisions of Title 5 of the US Code, the Fair Labor Standards Act, controlling decisions of competent authority, and the provisions of this Article. It is understood that employees cannot work overtime without appropriate supervisory approval in advance.

Section 2 - Assignment of Overtime

Overtime will be distributed as equitably as possible to employees who volunteer pursuant to this Article.

- A. The appropriate supervisor shall first seek overtime volunteers from within his/her office/branch/etc.
- B. If this does not provide enough volunteers from the applicable office/branch/etc., the appropriate supervisor, assigning the overtime, will consider other employee volunteers who are qualified to perform the overtime work; but the appropriate supervisor is not required to canvass employees for such qualified volunteers.
- C. To the extent practical, overtime will be staffed with volunteers. Management has determined that involuntary overtime assignments will be distributed fairly and equitably. Employees involuntarily assigned may be released for good cause.
- D. If there are not sufficient qualified volunteers, the appropriate supervisor may order his/her equally qualified employee(s) to perform the overtime work in reverse total Federal Government Service order.
- E. If an employee assigned overtime pursuant to Section 2.C., does not wish to work such overtime, he/she may seek another employee to work the assignment. The volunteer replacement must be qualified and familiar with the work as determined by the supervisor. If the supervisor approves the volunteer, the employee originally assigned to work will be released from the overtime. If the employee is unable to find a suitable replacement or should the supervisor not approve the replacement, the employee originally assigned to work overtime remains obligated to work.
- F. Overtime cannot be worked without advanced supervisory approval.

Section 3 - Compensatory Time

When Fiscal Service requires overtime, the Bureau will offer the employee overtime pay. Employees may elect to receive compensatory time in lieu of overtime, as authorized under 5 USC §5543(a) and (b).

In the event overtime is not available, then the Bureau may make an offer to employees for voluntary compensatory time. The request will be in writing and will notify employees that the offer of compensatory time is voluntary and that there will be no adverse impact to employees if they choose not to work compensatory time.

Section 4 – Assignment of Overtime

Fiscal Service clearly retains the right to approve and assign all overtime work, and, if necessary, order employees to perform such work in accordance with, Article 8, Employee Rights. It is agreed that overtime assignments shall be made in accordance with the procedures of Section 1 of this Article.

Section 5 – Notice of Overtime Assignment

When circumstances permit, Fiscal Service will notify an employee at least three (3) workdays in advance of making overtime assignments. It is understood that in certain situations operational needs may prevent a three (3) workday notice.

Section 6 – Grievances

When a grievance has been raised involving this Article, the Parties agree that, upon written request, sanitized, relevant records of overtime assignments will be provided to a grievant(s) and/or his/her representative.

Section 7 – Minimum Compensation

- A. In accordance with 5 USC §5542(b)(1), if Fiscal Service requires an employee to work or report to the office on a day when the employee is not scheduled to work, then the employee is entitled to a minimum of two (2) hours of overtime pay or compensatory time.
- B. In all other circumstances, the minimum amount of overtime or compensatory time that Fiscal Service will compensate is fifteen (15) minutes.

Article 30

General Leave

Section 1 – Voting

- A. As a general rule, Fiscal Service agrees that when the voting polls are not open at least three (3) hours before or after an employee's regular hours of work, he/she may be granted, for the purpose of voting, an amount of administrative time which will permit him/her to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the least amount of time.
- B. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him/her to vote, depending upon the particular circumstances of his/her individual case, but not to exceed a full workday.

Section 2 – Brief Emergency Absences

An emergency absence of one (1) hour or less may be excused when the affected employee provides management with a reasonably acceptable explanation of the emergency. The start time for determining the amount of administrative leave to be granted will be the end of an employee's individual flex band (which is thirty (30) minutes after his/her officially scheduled start time or sixty (60) minutes with supervisory approval).

Section 3 – Contract Review

During the first week after the contract is distributed to employees, they will be authorized two (2) hours of administrative time to review and familiarize themselves with this contract.

Section 4 – Office Closures

Fiscal Service agrees that whenever it becomes necessary to close an office because of inclement weather or any other emergency situation, administrative leave will be granted to those who are excused, because of the emergency. Reasonable efforts will be made to inform employees by private or public media. An emergency situation is one that is general rather than personal in scope and impact. It may be caused by such developments as heavy snow or severe icing conditions, floods, earthquakes, tornadoes or other natural disasters, air pollution, massive power failures, major fires or serious interruptions to public transportation caused by such incidents as strikes of local transit employees or mass demonstrations.

A. Telework

- 1. Telework-ready employees who are scheduled to work on a day of a closure announcement must telework the entire workday or request leave, or a combination of both.
- 2. When an office closure appears likely, a telework-ready employee is expected, when practicable, to take sufficient work home to cover the expected period of closure. A telework-ready employee who is not scheduled to telework on the day of a closure announcement and who has portable work available will normally be required to perform

unscheduled telework during the period of the closure. If the work available to a teleworking employee is insufficient to fill the entire workday, the employee will consult with his/her supervisor who will either assign additional work or grant administrative leave for the remaining portion of the day.

3. If the supervisor does not have additional work to assign, he or she will grant administrative leave for the portion of the workday the employee did not work.

Employees on a situational or intermittent telework arrangement are normally not expected to work when offices are closed. However, employees who have a situational or intermittent arrangement should speak to their supervisor to clarify future work expectations when offices are closed.

4. On a case-by-case basis, a supervisor may consider providing excused absence to a telework employee if circumstances out of the employee's control, such as electricity or connectivity issues, prevent the employee from teleworking.

Note - Telework, scheduled or unscheduled is allowed only if an approved telework agreement exists. Employees cannot telework unless an approved telework agreement is in place.

B. Emergency Designation

1. An employee whose position is designated as an emergency position is required to report to work even when the worksite is closed due to an emergency or other exigency.
2. Management will provide emergency employees with a memorandum indicating they are required to report to work. Employees will present this memorandum to law enforcement officials in the event they are stopped. If an emergency employee receives a citation for violating travel restrictions while traveling to work, he or she will bring the matter to the attention of his/her supervisor and the Fiscal Service Legal Office.

C. Hazardous Weather/Emergency Conditions

1. If hazardous weather or emergency conditions existing within the employee's normal commuting area prevent an employee from reporting to work, and the place of duty is not closed, an employee may be granted administrative leave for the day, or that part of a day, during which conditions prevented the employee from reporting to work.
2. To be eligible for leave, the employee must provide the supervisor with a written request stating that he or 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 below. In considering whether to approve the request, management may consider the following factors:
 - a. The distance between the employee's residence and place of work;
 - b. The mode of transportation normally used by the employee;
 - c. Efforts by the employee to get to work;
 - d. The success of the other employees similarly situated;

- e. Physical disability of the employee; and
- f. Local travel restrictions.

Section 5 – Court Leave

- A. An employee receiving a summons for jury duty or as a witness in a judicial proceeding shall inform Fiscal Service as soon as reasonably practicable. Management should be provided a copy of the summons.
- B. An employee who is under proper summons from a court to serve on a jury shall be granted administrative leave from the date stated in the summons on which the employee is required to report to the court, to the date the employee is discharged by the court. When returning to work the employee must submit a statement to the servicing HR Office to certify court attendance.
- C. When an employee, in a non-official capacity, 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 administrative leave during the time the employee is absent as a witness.
- D. When an employee, utilizing the provisions of this Section, is excused by the court for a day, or a major part of the day, the employee shall return to duty or be charged annual leave for the duration of the employee's absence.
- E. As a general rule, an employee is not allowed to receive both court leave and pay for jury or witness services. If such compensation is received, the employee should contact the servicing HR Office to determine if he or she is entitled to retain the compensation.

Section 6 – Blood Donor Program

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. Fiscal Service shall exercise its right to approve administrative leave for blood donations in a fair and impartial manner (that is, consistent with law, regulation, and by negotiated Bureau policy).

- A. An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, will be granted, in accordance with this Section, administrative leave for the time necessary to make the blood donation and necessary time for travel and recuperation. The time authorized under this Section shall be four (4) hours for recuperation on the day the blood is donated, plus time necessary to make the donation and travel time within the commuting area every six (6) months. The total administrative leave will be limited to the remaining scheduled hours of duty on that day; or
- B. An employee donating blood at an officially authorized blood bank will be granted two (2) hours of administrative leave to donate blood, including travel time, donation time, and time for recuperation, every eight (8) weeks. Employees wishing to participate in this program will leave no earlier than two (2) hours before the end of their tour of duty.

Section 7 – Military Leave

- A. Military Reservists and National Guardsmen are entitled to fifteen (15) workdays (one-hundred-twenty (120) hours) of paid military leave each fiscal year for active duty, active duty training or inactive duty training pursuant to 5 USC 6323(a). Reservists or National Guardsmen who perform military duty in support of civil authorities are eligible for an additional twenty-two (22) workdays of military leave when activated for full-time military duty pursuant to 5 USC 6323(b). Requests for military leave shall be submitted in writing to the immediate supervisor and contain supporting documentation. Such requests must be submitted as far in advance as possible.
- B. Approval of the military leave provided above shall be based on a copy of the orders directing the employee to active duty and a copy of the certificate of completion of such duty. Such military leave shall be without loss of pay.

Section 8 – Leave Without Pay

The granting of leave without pay (LWOP) is at Fiscal Service's discretion. However, an employee is entitled to leave without pay in the following circumstances:

- A. Treatment of a disabled Veteran at a medical facility authorized by the Department of Veterans Affairs;
- B. Reservists or National Guardsmen desiring to use leave without pay for military training duties;
or
- C. When the employee is entitled to leave without pay under Article 33, Family Leave. All use of leave without pay must be documented in the electronic time and attendance system

Section 9 – Personnel Security Investigations

Fiscal Service will provide adequate time during regular duty hours, in a location that assures employee privacy, to complete all forms required as part of any periodic reinvestigation. If employees are required to provide fingerprints, this will be done during regular duty hours.

Article 31

Annual Leave

Section 1 – General Provisions

- A. The accrual and use of annual leave is a benefit provided by statute, and is to be used in accordance with applicable law, regulations and this Agreement.
- B. All annual leave use must be documented in the electronic time and attendance system.
- C. Annual leave is used and charged in increments of a quarter hour (15 minutes).
- D. Fiscal Service may approve a requested change in an employee's scheduled annual leave provided the change does not adversely affect annual leave scheduled for another employee.
- E. With the understanding and assurance that the work of Fiscal Service will be accomplished, employees and managers will work together to ensure that the maximum number of employee requests for leave will be granted during holiday periods.

Section 2 – Requesting Annual Leave

- A. Fiscal Service agrees to grant earned annual leave in a manner which permits employees to take at least two (2) consecutive weeks of annual leave each year, unless work requirements of Fiscal Service preclude the granting of such leave.
- B. By January 15th of each year, Fiscal Service will notify employees about the January 2nd to February 15th period to request extended annual leave and/or any annual leave during a holiday week. Requests for extended annual leave (that is, annual leave of five (5) or more consecutive workdays, four (4) workdays in a holiday week, or the equivalent for those on an alternate work schedule) and/or any annual leave request of at least one (1) day during a holiday week shall be considered for approval in accordance with the following:
 - 1. Employees will attempt whenever possible to submit written requests for extended annual leave and/or any annual leave during a holiday week between January 2 and February 15 for leave to be used during the remainder of the leave year.
 - a. Such leave requests shall be approved as soon as practicable after February 15.
 - b. Requests for extended annual leave or any annual leave of at least one (1) day during a holiday week received prior to February 15, shall have precedence over annual leave requests submitted after February 15 and short term leave requests.
 - c. All leave requests submitted during the period January 2 through February 15 will be considered as if submitted on the same date. If it is necessary to decide between multiple requests for extended annual leave and/or any annual leave of at least one (1) day during a holiday week involving the same dates (i.e., granting all such requests is precluded by work requirements) the total length of Federal Government Service shall govern (i.e., employees with more seniority will have their requests approved first).

- d. Once such leave requests have been approved, the approval shall not be revoked unless the employee's absence would preclude Fiscal Service from meeting work requirements.
 - e. If an employee's original request for extended annual and/or any annual leave during a holiday week is not granted, a waiting list will be established consisting of those employees whose leave requests were unable to be honored. Priority will be given to those original requests should opportunities later become available for those dates.
2. Absent extenuating circumstances, requests for extended annual leave and/or any annual leave during a holiday week submitted after February 15 will be approved or disapproved as soon as practicable on a first come, first served basis.

Section 3 – Short Term Leave

- A. Employee requests for short term leave, which are not of an emergency nature, will normally be submitted in advance through the electronic time and attendance system.
- B. The leave-approving official will approve or disapprove a same day leave request as soon as practicable. Absent unusual circumstances, the leave-approving official will approve or disapprove all other short term leave requests, based on work requirements, on a first come, first served basis, as soon as possible.

Section 4 – Emergency Annual Leave

- A. Basic Requirements:
 1. Except for absences covered by Section 4.A.2., an employee seeking emergency annual leave must request approval from the designated leave-approving official as soon as possible on the first day of the absence but, subject to Section 4.B.1., no later than two (2) hours after the scheduled reporting time for the employee.
 2. For unanticipated absences where emergencies occur after the employee has arrived at work, the employee shall request leave from the designated leave-approving official (if unavailable, another management official), prior to departing the work premises.
 3. An employee will make a good faith effort to personally contact the designated leave-approving official when seeking approval of a request for emergency annual leave. The purpose of this personal contact is, in part, to provide an opportunity for the designated leave-approving official and employee to discuss the reasons for the employee's leave request and pending projects or activities which may need attention during the duration of the employee's absence.
 4. An employee seeking emergency annual leave, upon contacting the designated leave-approving official, shall provide an estimate of how long he/she will be absent. The employee will call the designated leave-approving official if unable to return to work within this estimated period of absence.

5. The employee will submit a properly completed leave request for the period of absence:
 - a. For unanticipated absences which occur after the employee has arrived at work, on the same day of the absence, if possible, or if not possible, on the day he/she returns to duty, or
 - b. For unanticipated absences not covered under Section 4.A.5.a., on the day he/she returns to duty.
6. If emergency annual leave is requested by an employee and subsequently denied by Fiscal Service, an employee may be allowed a reasonable amount of annual leave or leave without pay, as appropriate, to report to work before such an employee is charged as absent without leave (AWOL), except for those employees subject to the restrictions in Section 4.B.3.

B. Supplemental Procedures:

1. Where the nature of the emergency prevents compliance with the two (2) hour limit in Section 4.A.1., the employee, as soon as conditions permit, must request approval of emergency annual leave and provide an explanation of why compliance with the two (2) hour limit was not met.
2. Management, within the various organizational units, will inform employees of the procedures to follow when the employee seeking emergency annual leave is unable to reach the designated leave-approving official. These procedures may include calling a second designated official, leaving a voice message with a return phone number, sending an e-mail, or other appropriate arrangement.
3. Fiscal Service has determined, in those cases where Fiscal Service has sound reason to believe that an employee is abusing "emergency" annual leave, the employee shall be counseled concerning such abuse. If such counseling is unsuccessful, and the employee continues to abuse emergency annual leave, Fiscal Service may issue a written notice to the employee that all subsequent emergency annual leave absences must be supported by credible evidence justifying such absences. For purposes of Article 37 of this Agreement, leave restriction notices will not be considered disciplinary actions.

Section 5 – Use or Lose

To avoid forfeiture, without the possibility of restoration, use or lose annual leave must be scheduled in the electronic time and attendance system, before the start of the third biweekly pay period prior to the end of the leave year. Failure of Fiscal Service to timely approve an employee's request submitted through the electronic time and attendance system, to schedule use or lose annual leave that would otherwise have been approved and which results in the loss of leave, may accord the employee a right to restoration under 5 USC 6304, and any applicable law, rule, and regulation.

Section 6 – Time Off For Religious Purposes

- A. Employees, whose religious beliefs require that they abstain from work for certain periods of the workday or work week, may elect to take annual leave, leave without pay, or compensatory time off. Employees may be granted advance compensatory time off if they have not earned enough compensatory time to cover the absence.
- B. As in other leave situations, employees should anticipate when they will need leave for religious observances. Requests for such leave should be made as far in advance as possible, but not later than one (1) pay period in advance of the beginning of the time off. Such advance notice will enable Fiscal Service to adjust work schedules with minimal disruption to the office.
- C. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the mission, Fiscal Service shall afford an employee the opportunity to earn compensatory time before or after the granting of compensatory time off for religious leave. An employee can begin to earn compensatory time twelve (12) pay periods in advance of the date of the requested religious observance. A grant of advanced compensatory time off for religious observances shall be repaid by the appropriate amount of compensatory overtime work within six (6) pay periods of its use. Time not repaid will be charged to the employee's annual leave account at the end of the sixth (6) pay period and by amending the time card(s) as appropriate. Fiscal Service shall keep appropriate records of the compensatory time earned and used.
- D. An employee's request shall be made in writing and will contain a statement that the compensatory time will be used for this purpose. The request will also contain the date and time of the planned absence.
- E. The supervisor will be responsible for approving requests for compensatory time and shall also be responsible for scheduling such compensatory time as may be necessary to earn or repay approved compensatory time for this purpose.
- F. If the employee has earned compensatory time in anticipation of using it for religious leave, and is unable to use the time for this purpose, he/she will be compensated at the regular rate of pay.

Section 7 – Advanced Annual Leave

- A. Consistent with 5 USC 6302(d), 5 CFR 630.209, and 5 CFR 630.501, management retains the discretion to provide advanced annual leave. An employee may be given advanced annual leave when the following conditions are met:
 - 1. The employee is eligible to earn annual leave;
 - 2. The employee has served more than ninety (90) days in his/her current appointment;
 - 3. The employee does not request more annual leave than would be earned during the remainder of the leave year;
 - 4. The workload of the employee, as well as the workload of the organizational unit, will accommodate the absences without creating an undue burden or unduly interrupting work accomplishment;
 - 5. Repayment can be reasonably be expected;

6. The request is made in writing and provides a rationale for the request; and
 7. The employee is not currently under a leave warning letter or otherwise under leave restriction.
- B. The supervisor will approve/deny the request for advanced annual leave, normally within five (5) workdays, via the electronic time and attendance system. The employee may request the reason for denial via a written request to his/her supervisor.
 - C. When an employee requests less than one (1) day of advanced annual leave and states that he/she is seeking the leave to address a health condition for which he/she would otherwise be eligible to request advanced sick leave under Section 7.A. of Article 32 of this Agreement, the Employer will normally grant the request unless there are exceptional workload circumstances.
 - D. Nothing in Section 7.A. shall constitute a limitation on the reasons for which advanced annual leave may be approved.

Article 32

Sick Leave

Section 1 – General Provisions

- A. The accrual and use of sick leave is a benefit provided by statute, and is to be used in accordance with applicable law and regulations and this Agreement.
- B. For the purpose of this article, a Health Care Provider is defined as a licensed Doctor of Medicine or Osteopathy, a person providing health services who is not a medical doctor but is certified by a national organization and licensed under Federal or State law to provide a medical service (e.g., chiropractor, physical therapist, mental health care provider, and nurse). For additional information, see 5 CFR 630.1202.
- C. Subject to the provisions of this Section, Fiscal Service must grant accrued sick leave for the absence from work of an employee who:
 - 1. Receives medical, dental, or optical examination or treatment;
 - 2. Because of physical or mental illness, injury, pregnancy or childbirth is incapacitated from the performance of his/her duties;
 - 3. Provides care for a family member:
 - a. Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
 - b. With a serious health condition; or
 - c. Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease.
 - 4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
 - 5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease; or
 - 6. Must be absent from duty for 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.
- D. The Parties recognize that:
 - 1. Fiscal Service is responsible for determining if granting a request for sick leave is consistent with regulatory and contractual provisions, and for approving or disapproving the request.

2. The leave-approving official has the authority and responsibility to determine that an employee's illness will incapacitate him/her from the performance of duties and that other reasons for which sick leave is requested are true notwithstanding Section 1.E.1.
 3. Leave-approving officials are authorized to:
 - a. Grant sick leave only when supported by evidence that is administratively acceptable, and
 - b. Accept as administratively acceptable evidence an employee's statement or self-certification as to the reasons for absences of three (3) consecutive days or less.
- E. It is the employee's responsibility to provide administratively acceptable evidence to assist the leave-approving official in making a decision on granting a request for sick leave, and the leave-approving official shall consider information provided by the employee.
1. For absences of three (3) consecutive days or fewer due to illness or injury, an employee's oral self-certification will normally be administratively acceptable evidence of incapacitation unless the employee is subject to sick leave restrictions as discussed in Section 6.
 2. The Employer may request that an employee requesting sick leave for absences exceeding three (3) consecutive workdays document his/her request with administratively acceptable medical documentation. The documentation must meet the requirements as set forth in Section 1.F. Such requests for documentation may not require an employee to reveal private medical information concerning the nature of his/her treatment or illness unless the documentation is being submitted directly to the appropriate Fiscal Service's health unit. If the documentation is submitted directly to the health unit, it is the employee's responsibility to inform his/her designated leave-approving official.
- F. A leave-approving official shall accept, as administratively acceptable, a medical certificate when it:
1. Is on a document from a medical practitioner;
 2. States the employee's name;
 3. Certifies that the employee's condition was such that, in the professional medical opinion of the practitioner, the employee was unable to perform the duties of his/her position;
 4. States the dates on which the employee was incapacitated;
 5. Is signed by the medical practitioner; and
 6. Is provided no later than fifteen (15) calendar days after the date of the request. If that is not practical, despite the employee's diligent efforts, the employee must provide the documentation within a reasonable period of time, but no later than thirty (30) calendar days after the date the Bureau requests documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

- G. Fiscal Service will treat as confidential, any medical information given by an employee in support of a request for sick leave. Requests for documentation or additional information will be handled as set forth in Section 1.D. of this Article. Fiscal Service may disclose such information in accordance with the Privacy Act, for example, only for work related reasons, on a need to know basis.
- H. Sick leave shall be used and changed in quarter-hour increments (15 minutes).

Section 2 – Planned Absences

For planned absences other than those covered under Article 33, Family Leave, the following shall apply:

- A. Requests for approval of sick leave for non-emergency medical, dental, or optical examinations or treatment will be submitted, where practicable, at least one (1) workday in advance in the electronic time and attendance system.
- B. The designated leave-approving official will notify the employee whether or not the request for leave is approved, as soon as possible after the request is submitted for the planned absence.

Section 3 – Unplanned Absences

For absences other than those covered in Section 2 and in Article 33, Family Leave, the following basic requirements shall apply:

- A. Requests for approval of sick leave for absences, which could not be anticipated in advance, must be made to the designated leave-approving official as soon as possible on the first day of an absence.
 - 1. These requests shall be made no later than two (2) hours after the normal time for reporting to work unless the degree of illness, injury, or other difficulties encountered prevent compliance with the two (2) hour limit, in which case, the employee will request approval as soon as possible.
 - 2. An employee will call on the first day of an absence because of illness and furnish an estimate of how long he/she will be on sick leave. The employee will call the designated leave-approving official if he/she is unable to return to work within the estimated time.
 - 3. For unanticipated absences that occur after the employee has arrived at work, the employee shall request leave from the designated leave-approving official prior to departing the work premises, where feasible.
- B. Except for an emergency, an employee must notify his/her designated leave-approving official before leaving the work site to go to the appropriate health unit. If the designated leave-approving official is unavailable, the employee should notify another management official or designee. An employee will not be charged leave for time spent in the health unit, provided it does not exceed one (1) hour. Time spent in the health unit of more than one (1) hour will be dealt with on a case-by-case basis. Should the health unit recommend an employee be sent home and the designated leave-approving official releases the employee, sick leave will be charged beginning at the time the employee is released to go home. Furthermore, no employee will be required to furnish a medical certificate to substantiate the use of sick leave for that one (1) day.

- C. Employees will make a good faith effort to personally contact their designated leave-approving official when seeking approval of a leave request. The purpose of this personal contact is, in part, to provide an opportunity for the designated leave-approving official and employee to discuss the reasons for the employee's leave request and pending projects or activities which may need attention during the duration of the employee's absence. In the event the designated leave-approving official is unavailable, every effort should be made to contact another management official, or designee, for approval of the leave request.
- D. The employee, upon contacting the designated leave-approving official, shall provide an estimate of how long he/she will be absent. The employee will call the designated leave-approving official if unable to return to work within this estimated period of absence.
- E. Management within the various organizational units will inform employees of the procedures to follow when the employee is unable to reach the designated leave-approving official. These procedures may include calling a second designated official, leaving a voice message with a return phone number, sending an e-mail, or other appropriate arrangement.
- F. The employee will properly update the electronic time and attendance system for the period of unplanned absences:
 1. Which occur after the employee has arrived at work, on the same day of the absence, if possible, or if not possible, on the day he/she returns to duty, or
 2. Not covered under Section 3.F.1., on the day he/she returns to duty.

Section 4 – Documenting Chronic Conditions

- A. If an employee suffers from a chronic condition resulting in absences that do not necessarily require the employee to see a medical practitioner each time the employee is absent, the leave-approving official may waive requirements to submit administratively acceptable evidence for each absence, if administratively acceptable medical documentation attesting to the chronic condition has been previously provided.
- B. The documentation must include the requirements as set forth in Section 1.F., as well as information on whether the condition is temporary or permanent and, if temporary, the anticipated ending date; and the probable duration and frequency of episodes of incapacitation caused by the condition.
- C. The leave-approving official may periodically require that such medical documentation be updated.

Section 5 – Substitution of Leave

- A. An approved absence which would otherwise be chargeable to sick leave may be charged to earned annual leave, earned compensatory time, or leave without pay (LWOP), if requested by the employee and approved by the designated leave-approving official.
- B. Leave which has already been approved and used as sick leave may be retroactively changed to another leave category or compensatory time under Section 5.A., only if the request has been made and approved prior to the end of the pay period in which the sick leave was used. Exceptions may be approved on a case-by-case basis.

- C. If an employee uses more than sixteen (16) hours of undocumented LWOP for sick leave purposes in a leave year, the designated leave-approving official may notify the employee that future LWOP requests will require documentation as described in Section 1.F.

Section 6 – Abuse of Sick Leave

- A. Fiscal Service has determined that in those cases where Fiscal Service has sound reasons to believe that an employee is abusing his/her sick leave (abuse of sick leave shall be defined as use of sick leave for purposes other than those set forth in Section 1 of this Article) management shall:
 - 1. Counsel the employee. Advise the employee of management's concerns regarding sick leave use. This counseling will be reduced to writing, which can be accomplished in an e-mail to the employee.
 - 2. If, after the counseling described in Section 6.A.1., Fiscal Service believes that the employee continues to abuse his/her sick leave, a written notice will be issued to the employee that all subsequent sick leave absences must be supported by a medical certificate signed by the health care provider on his/her letterhead. The certificate must include the information set forth in Section 1.F. of this Article.
- B. All written notices of sick leave restrictions shall describe the frequency, pattern, and circumstances which led to its issuance. For purposes of Article 37 of this Agreement, such notices will not be considered disciplinary actions. Notices will be reviewed by management at the end of the notice period, not to exceed six (6) months, and will be canceled if there is not sound reason to believe that sick leave has been abused during the notice period.

Section 7 – Advanced Sick Leave

- A. When an employee's sick leave balance has been exhausted, Fiscal Service will normally approve requests for advanced sick leave when all of the following conditions are met:
 - 1. The employee is eligible to earn sick leave;
 - 2. The employee has a serious health condition and has provided acceptable medical documentation of the need for advanced sick leave;
 - 3. Repayment can reasonably be expected;
 - 4. The employee's request is for a minimum of one (1) day and does not exceed two hundred forty (240) hours;
 - 5. There is no reason to believe the employee will not return to work and continue employment after having used the leave; and
 - 6. The employee is not currently under a leave warning letter or otherwise under leave restriction.

- B. For the purpose of Section 7.A.2., a “serious health condition” will have the same meaning as used in OPM’s regulation for administering FMLA. That definition includes such conditions as cancer, heart attacks, strokes, severe injuries, Alzheimer’s disease, pregnancy, and childbirth. The term “serious health condition” is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, influenza, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise. The full text of OPM’s regulatory definition is set forth in Appendix 32-1.

- C. If an advanced sick leave request meeting the above criteria is denied, the Employer will provide the employee with an explanation, in writing, of the reason for the denial within five (5) workdays of the request.

Article 33

Family Leave

Section 1 – Maternity Leave

- A. The length of absence because of medically certified incapacitation resulting from pregnancy and confinement will be determined on an individual basis by the employee and the employee's physician. The employee, at her discretion, may use sick leave (earned or advanced), where appropriate; earned annual leave; leave without pay, or any combination for this period of incapacitation.
- B. The periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; they must be charged to earned annual leave or leave without pay, if requested by the employee and if approved by management.

Section 2 – Paternity Leave

A male employee who desires to aid or assist in the care of his wife or minor children in relation to his wife's confinement for maternity reasons, may request a period of absence under Sections 3 or 4 of this Article, if appropriate.

Section 3 – Family Friendly Leave Act (FFLA)

- A. In accordance with law, regulation and Article 32, Sick Leave, management shall approve earned sick leave when the employee:
 - 1. Provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment.
 - 2. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.
 - 3. Requires absence due to specific reasons related to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; or any other activities necessary to allow the adoption to proceed.
- B. An employee may use up to one hundred four (104) hours of earned sick leave for the purposes described in Section 3.A.1., and 2.
- C. The limits and entitlements referenced in Section 3.B. are proportionate for part-time employees.

Section 4 – Family and Medical Leave Act (FMLA)

- A. As provided under FMLA, a full-time employee who has been employed for more than one (1) year is entitled to a total of twelve (12) administrative work weeks of leave without pay (LWOP) which may be used consecutively or intermittently, during any twelve (12) month period for one (1) or more of the following reasons:

1. The birth or adoption of a son or daughter or placement with the employee for foster care of a son or daughter and care of such child.
 2. The care of a spouse, son, daughter, or parent with a serious health condition.
 3. A serious health condition of an employee that makes him/her unable to perform the essential functions of his/her position.
- B. The entitlement of leave without pay under Section 4.A.1. may begin prior to, or on the actual birth, adoption or placement in foster care and will expire twelve (12) months after the date of birth, adoption or placement in foster care.
- C. For the reasons listed in Sections 4.A.2. and 3., the twelve (12) month period will begin on the date the employee first takes leave.
- D. Leave available for part-time employees is calculated on an hourly basis and will equal twelve (12) times the average number of hours in an employee's regularly scheduled administrative work week.
- E. An employee's written request is necessary to invoke entitlement under FMLA.
1. In order for an employee's request to be approved, it must be in writing on form WH-380-E, and specifically state that the request is being made under FMLA. Unless a request for leave specifically states that it is being used as part of the employee's entitlement to FMLA, it cannot be counted against the employee's entitlement.
 2. If leave taken under this Section is foreseeable, the request for leave is to be made no less than thirty (30) calendar days before the date the leave is to begin. If the need for leave is not foreseeable and the employee cannot provide a thirty (30) day notice of his/her need for leave, the employee must provide notice within a reasonable period of time that is appropriate to the circumstances involved.
- F. Leave requested must be supported by written medical certification issued by the health care provider of the employee or of the employee's family member, as appropriate. The employee will provide the medical certificate from his/her health care provider to the servicing HR Office as identified on the Fiscal Service Intranet. Medical certifications, re-certifications or medical histories created for FMLA purposes will be treated as confidential medical records and maintained in the Fiscal Service's Health Unit in separate files from the usual personnel files.

The medical certification will include:

1. The date the serious health condition started;
2. The probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;
3. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider.

4. For the purposes of leave taken to care for a spouse, son, daughter, or parent with a serious health condition, a statement from the health care provider that the spouse, son, daughter, or parent of the employee requires psychological comfort and/or physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; and would benefit from the employee's care or presence; and a statement from the employee on the care he/she will provide and an estimate of the amount of time needed to care for his/her spouse, son, daughter, or parent.
5. For the purpose of leave taken due to a serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his/her position, a statement that the employee is unable to perform one or more of the essential functions of his/her position or requires medical treatment for a serious health condition, based on written information provided by the Bureau on the essential functions of the employee's position or if not provided, discussion with the employee about the essential function of his/her position.
6. In the case of certification for intermittent leave, for leave on a reduced leave schedule, or for planned medical treatment to (1) to care for a spouse, son, daughter, or parent with a serious health condition; or (2) because a serious health condition of the employee makes him/her unable to perform one or more of the essential functions of his/her position; the dates (actual or estimates) on which such treatment is expected to be given, the duration of such treatment, and the period of recovery, if any, or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of the episodes of incapacity.

Section 5 – Military Family and Medical Leave

- A. Military Family and Medical Leave provides family leave entitlements for a Federal employee who:
 1. Is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) of a covered service member with a serious injury or illness, and
 2. Provides care for such service member.
- B. Use of Military Family Leave (MFL)
 1. The serious illness or injury must have been incurred by the covered service member in the line of duty while on active duty in the Armed Forces.
 2. Covered family members are entitled to up to 26 weeks of FMLA leave during a single 12-month period to care for the service member (hereafter referred to as "military family leave").
 3. During the single 12-month period, the employee is entitled to a combined total of 26 weeks of regular FMLA leave and military family leave.
 4. The use of military family leave in a single 12-month period does not limit the use of regular FMLA leave during any 12-month period.

5. MFL is unpaid leave for which an employee may substitute any accumulated annual or sick leave. The normal leave year limitations on the use of sick leave to care for a family member do not apply.

Section 6 – Family and Medical Leave for a Qualifying Exigency

- A. Qualifying exigency leave entitles an employee up to 12 weeks of unpaid FMLA leave during any 12-month period to assist in managing family affairs when a family member is called to or on active duty. Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of a specified contingency operation.
- B. Use of Qualifying Exigency Leave
 1. Short-notice deployment – Seven (7) calendar days of leave can be taken to address issues that arise from the fact a covered military member is notified of an impending call or order to covered active duty seven (7) or fewer calendar days prior to the date of deployment.
 2. Military events and related activities – Leave may be used to attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of a military member. Leave can also be used to attend family support or assistance programs and informational briefings sponsored or promoted by the military or military services organization, or the American Red Cross that are related to the covered active duty or call to covered active duty status of a covered military member.
 3. Childcare and school activities – Leave may be used to arrange alternative childcare, provide urgent childcare, assist in enrollment or transfer to a new school or day care facility of a child, or attend meetings with staff at a school or daycare facility when one or more of those situations result from the fact a covered military member is notified of an impending call or order to covered active duty.
 4. Financial and legal arrangements – Leave may be used to make or update financial or legal arrangements to cover the military member's absence while on active duty, such as preparing and executing financial and health care powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.
 5. Counseling – Leave may be used to attend counseling provided the covered military member, or a child of the covered military member, attends counseling as a result of covered active duty or call to covered active duty of the covered military service member.
 6. Rest and recuperation – Leave may be used to spend time with a covered military member who is on short-term, temporary, rest and recuperation (R&R) leave during the period of deployment. Eligible employees may take up to five (5) workdays of leave for each instance of R&R.

7. Post-deployment activities – Leave may be used to attend ceremonies, reintegration briefings and events, and any other ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the covered member's covered active duty status. Leave may also be used to address issues that arise from the death of a covered military member while on covered active duty status.
8. Additional activities – Leave may be used to address other events that arise from the covered military member's covered active duty or call to covered active duty status, provided the agency and employee agree that such leave qualifies as an exigency, and they agree to both the timing and duration of such leave.

Section 7 – Expanded Family Leave

In addition to the use of leave as provided in Sections 1-4 of this Article, paid and unpaid leave also may be used in the circumstances below in accordance with law, Presidential memoranda to bureau heads, OPM guidance and this Article.

- A. Leave under these provisions is limited to twenty-four (24) hours per year.
- B. Paid leave includes annual and sick leave. Unpaid leave is LWOP.
- C. Employees may request paid or unpaid leave under these provisions to:
 1. Participate in school activities directly related to the educational advancement of a child (such as parent-teacher conferences, field trips, or other related functions);
 2. Accompany a child to routine medical or dental appointments, exam and vaccinations; or
 3. Accompany an elderly relative to routine medical or dental appointments or other professional services related to the care of the relative, such as providing for housing, meals, telephones, banking services, and similar activities.
- D. Employees may request such leave for educational purposes even if the employee does not have a child in school, as long as the absence relates to the educational advancement of a child.
- E. Leave obtained through the Voluntary Leave Donor Program may not be used for the expanded FMLA purposes. The use of donated leave is restricted to medical emergencies.
- F. Use of leave under these provisions must be requested and approved in advance. Normally the request must be in writing.
- G. Supervisors will approve requests for up to twenty-four (24) hours of such leave, unless work operations require an employee's presence.

Section 8 – Organ Donor and Bone Marrow Leave

- A. Employees may receive up to thirty (30) days of paid leave in a calendar year to serve as an organ donor. Organ donor leave represents a separate and distinct leave category and does not count against an employee's annual or sick leave. For such a medical absence in excess of thirty (30) days, employees may request annual or sick leave or leave without pay for the time off not covered by the thirty (30) days of organ donor leave.
- B. Employees may receive up to seven (7) days of paid leave in a calendar year to serve as a bone marrow donor. Bone marrow leave represents a separate and distinct leave category and does not count against an employee's annual or sick leave. For such a medical absence in excess of seven (7) days, employees may request annual or sick leave or LWOP for the time off not covered by the seven (7) days of bone marrow leave.
- C. Employees wishing to use leave under the programs described in this section will follow the procedures established in the Fiscal Service personnel policy for Absence and Leave.

Article 34

Voluntary Leave Transfer Program

Section 1 – General

- A. An employee experiencing a "medical emergency" (including a medical condition of a family member) is eligible to become a leave recipient under the Voluntary Leave Transfer Program.
- B. An employee receiving donated leave for a medical emergency must exhaust all of his/her annual and sick leave, prior to using donated leave. If the donated leave is for a family member's medical emergency, the employee must exhaust all his/her annual leave plus any available "family-friendly" sick leave before using donated leave. In all cases, the medical emergency must (or must be expected to) cause the employee to be in a leave without pay status for at least twenty-four (24) hours.
- C. Donated annual leave may be substituted retroactively for periods of leave without pay or to pay back advanced annual or sick leave. This can only be done if the advanced annual, sick leave, etc., was used at the beginning of the current medical emergency for which the leave was donated.

Section 2 – Application to be a Leave Recipient

- A. An employee must make a written application on a Leave Recipient Application Form (See Appendix 34-1) to become a leave recipient. If the employee is not capable of making an application on his/her own behalf, a personal representative may submit the application. The form may be obtained on the Fiscal Service Intranet.
- B. The completed form must be submitted to the servicing HR Office with the appropriate medical certification.
- C. If the servicing HR Office does not have sufficient information to make a decision, the application will be returned immediately with a request for specific additional information.
- D. Under normal circumstances, approval or denial of an application will be made in writing within four (4) workdays after a properly completed application is received. Extensions shall be handled on a case-by-case basis. Under no circumstances shall the notification of approval or denial of a request exceed ten (10) workdays.
- E. Upon approval, the servicing HR Office will immediately notify the applicant or personal representative of the following:
 - 1. The application has been approved.
- F. The applicant can solicit leave donors from among Fiscal Service employees or request solicitation assistance from the servicing HR Office.

- G. The applicant can request that Fiscal Service accept the transfer/donation of annual leave from a family member(s) employed by another agency as outlined in Section 4.
- H. If the application is not approved, the servicing HR Office will notify the applicant or personal representative in writing, that:
 - I. The application was disapproved, and
 - J. The reason(s) for disapproval.
- K. An employee can request reconsideration of a disapproved application by providing additional information or supporting documentation. Request for reconsideration should be submitted to the servicing HR Office.
- L. A disapproval of an application to receive or donate leave may be grieved under Article 40, Section 13, Expedited Grievance Procedures, which provides that the grievance be initiated at the third step of the grievance process. The Step 3 decision is subject to arbitration.
- M. Information provided in support of an application to become a leave recipient is subject to the requirements of the Privacy Act and the Genetic Information Nondisclosure Act. As such, this information will be provided only to those individuals with a "need to know" for review. The information provided to these officials will not be released to any other Fiscal Service official or employee.

Section 3 – Soliciting Leave Donations

- A. Fiscal Service will publicize, via e-mail and the Intranet, the name and office location of each leave recipient and the procedures for making a leave donation. A copy of the donor's form is at Appendix 34-2.
- B. An approved leave recipient or his/her representative may solicit leave donations via the Fiscal Service e-mail system and other appropriate means from other Fiscal Service employees on an individual or Fiscal Service-wide basis. Recipients are encouraged to solicit first within their own Assistant Commissioner area or Regional Finance Center, and to expand to other areas depending upon the initial response. Thereafter, an employee may solicit leave donations on a Bureau-wide basis with prior supervisor approval.
- C. Leave donations must be made in one (1) hour increments.

Section 4 – Donations from Outside Fiscal Service

Fiscal Service can accept donated leave from other Bureaus and agencies for a leave recipient when one (1) of the following criteria is met:

- A. The donor is a family member of the leave recipient and submits a written request to Fiscal Service to donate leave; or
- B. Fiscal Service has determined that the number of hours to be donated from Fiscal Service employees will not be enough to meet the needs of the leave recipient and that accepting leave donated from other agencies furthers the purpose of the Program.

Section 5 - Leave Donor

- A. For Fiscal Service employees to volunteer to donate leave they must submit a completed leave donor request form (See Appendix 34-2) transferring (donating) a specific number of hours from the donor's accrued annual leave account to a specific approved leave recipient. Completed forms will be submitted to the donor's immediate supervisor.
- B. Approval or denial of an application will be made in writing within four (4) workdays after a properly completed application is received. Extensions will be handled on a case- by-case basis. Under no circumstances will the notification of approval or denial of a request exceed ten (10) workdays.
- C. An employee will be given written reasons for the disapproval of an application.

Section 6 – Leave Donation Limitations

- A. A leave donor cannot donate leave to his/her immediate supervisor.
- B. Subject to Section 7, a leave donor cannot donate any more than a total of one-half (1/2) the annual leave he/she can accrue during the leave year the donation is made.
- C. A leave donor may not donate projected leave; the leave must be in the donor's account before the transfer occurs.
- D. A leave donor with projected use or lose leave can donate the lesser of the following:
 - 1. One half (1/2) the annual leave entitled to accrue during the leave year the donation is made.
 - 2. The number of hours remaining in the leave year (as of the date of transfer) that the donor is scheduled to work and receive pay.

Section 7 – Waiver of Leave Donation Limitation

- A. The limitation under Sections 6.B. or 6.D., at the request of a leave donor, will be waived when either of the following criteria exists:
 - 1. The donation is by a family member of the leave recipient; or
 - 2. It is apparent that there will be insufficient donations of leave to meet the needs of the leave recipient.
- B. A request for a waiver must be submitted through the servicing HR Office.
- C. A Fiscal Service decision to deny a request for a waiver shall be considered the equivalent of a Step 3 decision and subject to the arbitration processes under either Article 41 or 42. An invocation of arbitration by NTEU does not preclude the employee whose request for a waiver was denied, or the employee's representative from submitting to the official who rejected the waiver the reasons why the employee believes the waiver should be granted.

Section 8 – Accrual of Annual and Sick Leave

- A. An employee, while using donated leave, shall earn annual and sick leave at the employee's usual rate of accrual. Such accrued leave shall be maintained in a separate leave account and shall not be available for use until transferred to the employee's regular leave account. Such transfers shall occur when the employee has exhausted all donated leave and the medical emergency still exists, or at the beginning of the first pay period after the date the medical emergency ends pursuant to Section 9.
- B. The amount of leave that may be accrued by an employee through the use of donated leave is limited as follows:

For each separate medical emergency:

- 1. A full-time employee may accrue up to, but no more than, forty (40) hours of annual leave and forty (40) hours of sick leave.
- 2. A part-time employee or an employee with an uncommon tour of duty may accrue (separately for annual and sick leave) up to, but no more than the average number of hours in the employee's weekly scheduled tour of duty.

The amount of leave accrued while using leave donated for one medical emergency does not affect the amount that may be accrued while using leave donated for another medical emergency.

Section 9 – Ending a Medical Emergency

- A. A medical emergency will end in one of the following ways:
1. When the leave recipient leaves the Federal service.
 2. At the end of the pay period in which the leave recipient or personal representative notifies management in writing that the medical emergency is over.
 3. At the end of the pay period in which management issues a written decision to the leave recipient, after written notice and opportunity for the leave recipient or personal representative to answer orally or in writing, that the employee is no longer affected by the medical emergency.
 4. At the end of the pay period in which Fiscal Service has been notified by OPM that the leave recipient has been approved for disability retirement.
- B. Any unused donated annual leave remaining in the leave recipient's leave account after the medical emergency ends will be given back to the leave donor(s) under the formula described in 5 CFR Part 630.911.

Section 10 – Voluntary Program Participation

No employee can directly or indirectly intimidate, threaten, or coerce any other employee, including promising to give a benefit (that is, an appointment, promotion or other compensation) or initiate or threaten to take any reprisal (that is, taking away an appointment, promotion, or other compensation), as a way of interfering with any other employee's right to donate, receive, or use annual leave under this Program

Article 35

Hours of Work

Section 1 – Definitions

For purposes of this Article, the following definitions apply:

- A. Alternative Work Schedules (AWS) – Both flexible and compressed work schedules (all schedules other than fixed). These schedules are defined in Section 4.
- B. Basic Work Requirement – The number of hours (except overtime hours) an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. A full-time employee's basic work requirement is eighty (80) hours in a pay period. A part time employee's basic work requirement is the number of hours the employee and supervisor agree that the employee is officially scheduled to work each pay period.
- C. Compressed Work Schedule – A fixed eighty (80) hour biweekly basic work requirement that is scheduled for less than ten (10) workdays. Employees working a compressed work schedule are not permitted to vary their arrival and departure times and are not eligible to earn credit hours.
- D. Core Hours – The time period during the workday (9:30 a.m. to 2:30 p.m.) during which an employee is required to be present for work or otherwise accounted for by the use of leave, credit hours, compensatory time, or other means of approved absence.
- E. Credit Hours – Those hours within a flexible work schedule that are in excess of an employee's basic work requirement which the employee elects to work, with supervisory approval, unless blanket approval is authorized or the credit hours are being earned for use on a holiday, to vary the length of a workweek or a workday. Credit hours are different from overtime/compensatory time hours in that the latter are officially ordered and approved by management.
- F. Fixed Work Schedule – An eighty (80) hour biweekly basic work requirement that allows an employee to work ten (10), eight (8) hour days. Employees working a fixed schedule have designated arrival and departure times.
- G. Flexible Work Schedule – An eighty (80) hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by Fiscal Service (Flexitour and Maxiflex).
- H. Flexible Time Bands – The times during the workday (6:00 a.m. – 9:30 a.m. and 2:30 p.m. – 6:00 p.m.) within the tour of duty during which an employee covered by a flexible work schedule (Flexitour or Maxiflex) may choose to vary his/her arrival and departure times from the work site consistent with the duties and requirements of the position. The starting and ending times may be varied within the flexible time bands up to one (1) hour before and one (1) hour after his/her starting and ending time.
- I. Lunch Period – During core hours, a lunch period of not less than thirty (30) minutes will be scheduled. Consistent with 5 CFR §551.411(c), the lunch break does not count as hours of work. Normally, lunch periods may not be taken at the start or end of an employee's workday or

scheduled in conjunction with breaks. Occasionally, and with supervisory approval, an employee may forego his/her thirty (30) minute lunch period and end his/her workday thirty (30) minutes early, or extend the lunch period with the use of credit hours, leave, leave without pay or extending the workday.

- J. Workday – The period of time, including a not less than thirty (30) minute unpaid lunch break, during which an employee is normally scheduled to be at work. No regularly scheduled workday may exceed ten and one half (10 1/2) hours. The workday will begin no earlier than 6:00 a.m. and end no later than 6:00 p.m. (except shift work).
- K. Work Hours – As used in this Article, is synonymous with "duty hours"; that is, the time when an employee is expected to be on duty or on approved leave.

Section 2 – General

- A. The availability of AWS will be consistent with the work of Fiscal Service.
- B. Each full-time employee is responsible for submitting to his/her first-line supervisor a written request for a biweekly eighty (80) hour work schedule. If the employee's first or second preference cannot be granted, the supervisor will notify the employee in writing as to the reasons. Supervisory approval of employee work schedules will be based on mission, staffing, and workload related factors such as office coverage needs, and work requirements.
- C. Employee work schedules must be documented in the electronic time and attendance system.
- D. When work requirements allow, and with supervisory approval, employees will be allowed to expand their lunch period for personal reasons by extending their workday or taking leave.
- E. No employee will be required to work a Compressed Work Schedule.
- F. Normally, the work week will be scheduled Monday through Friday. A work week other than Monday through Friday may be established subject to this Article and the negotiation process, if applicable.
- G. No employee will be required to change his/her established tour of duty to accommodate the establishment of a new tour of duty for another employee once posting and work schedule assignments have been made.
- H. The Parties recognize that AWS may not be feasible for all work situations, and that staffing, cost, work accomplishment, and customer service are factors that determine the appropriateness of AWS.

Section 3 – Covered Positions & Eligibility

All positions are covered under AWS unless specifically excluded for legitimate business reasons as described in Section 2.H. The procedures by which a position is designated as excluded will be executed in accordance with the provisions of this Article and established Fiscal Service policy. Upon request, the Employer will meet with NTEU to discuss positions that the Employer has deemed ineligible for AWS.

Section 4 – Work Schedule Options

- A. Fixed Schedule – An eighty (80) hour biweekly basic work requirement that allows an employee to work ten (10), eight (8) hour days. Employees working a fixed schedule have designated arrival and departure times and may not earn credit hours. Varying the arrival and departure time is not permitted.
- B. Compressed Work Schedules – An eighty (80) hour biweekly basic work requirement that is scheduled for less than ten (10) workdays. Employees working a compressed work schedule are not permitted to vary their arrival and departure times and may not earn credit hours. An employee on a compressed work schedule may request to occasionally vary his/her day off, subject to supervisory approval. Fiscal Service has two compressed work schedules.
 - 1. 5/4/9 Work Schedule – A compressed work schedule with a fixed arrival and departure time within a pay period of ten (10) workdays, including eight (8) workdays consisting of nine (9) hours each, one (1) workday consisting of eight (8) hours, and one (1) non-workday within each biweekly pay period.
 - 2. 4/10 Work Schedule – A compressed work schedule with a fixed arrival and departure time that includes four (4), ten (10) hour days and one (1) non-workday within a five (5) day work week. The non-workday does not have to fall on the same day each week. Employees on shift work are not eligible for this option.
- C. Flexible Work Schedules – An eighty (80) hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by Fiscal Service. Although employees on a flexible work schedule are eligible to earn credit hours, the discretion to earn credit hours will be determined by individual offices.
 - 1. Flexitour – The basic work requirement will be ten (10), eight (8) hour days during the bi-weekly pay period. The approved daily arrival and departure times scheduled for the pay period may vary from one day to another within the established flexible time bands and may, with supervisory approval, earn credit hours.
 - 2. Maxiflex Work Schedules – A work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period within the limits set by Fiscal Service. Employees working a Maxiflex schedule have the ability to flex their arrival and departure times within the flexible time bands and may, with supervisory approval, earn credit hours.
 - a. 5/4/9 Maxiflex – A flexible schedule that includes eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours and one (1) non-workday within each biweekly pay period. The approved daily arrival and departure times may vary from one day to another. Employees may, with supervisory approval, earn credit hours as described below in Section 5.

- b. 4/10 Maxiflex – A flexible work schedule that includes four (4), ten (10) hour days and one (1) non-workday within a five (5) day work week. The non-workday does not have to fall on the same day each week. The approved daily arrival and departure times may vary from one day to another. Employees may, with supervisory approval, earn credit hours as described below in Section 5. Employees on shift work are not eligible for this option.

*Pursuant to 5 USC 6124, on holidays, when an employee is scheduled to work but is relieved or prevented from working, the employee working a flexible schedule is entitled to eight (8) hours of basic pay even if he/she would otherwise work more hours on that day. If an employee is scheduled to work more than eight (8) hours on a holiday, the additional hours will need supplemented with appropriate leave (annual leave, credit hours, compensatory time). Employees may not change from a Maxiflex schedule to a compressed schedule solely for pay periods in which there is a holiday.

The Employer will pay an employee who does work on a holiday with his/her basic rate of pay, plus holiday premium pay, for each hour worked in accordance with 5 USC 5546(b).

Section 5 – Credit Hours

- A. Credit hours may be worked only by employees on a Flexible Work Schedule (Flexitour or Maxiflex). Employees may work credit hours only after receiving advance supervisory approval, unless blanket approval is authorized or the credit hours are being earned for use on a holiday. Supervisors will approve up to two (2) hours, depending on employee's schedule, for use on a holiday and may authorize blanket approval of credit hours based on position and/or other mission and workload considerations. Credit hours worked will not entitle employees to overtime pay or compensatory time. An employee who declines to work credit hours may be required to work assigned overtime payable at a premium rate.
- B. An employee may not be denied use of previously earned credit hours unless granting such an absence would create a severe workload problem. Requests for use of credit hours must be submitted via the electronic time and attendance system and approved in advance. Credit hours will be earned and taken in quarter-hour (15 minutes) increments only.
- C. Credit hours are to be counted as a part of the basic biweekly work requirement. An employee is entitled to his/her basic rate of pay for credit hours.
- D. An employee may earn a maximum of two (2) credit hours per normal workday and up to ten (10) hours per biweekly pay period. The maximum amount of credit hours that may be carried over from one (1) biweekly pay period to another biweekly pay period is twenty-four (24) hours (a part-time employee may carry over a maximum of one-fourth the hours in the employee's biweekly work requirement). Any credit hours in excess of the maximum must be used during the pay period in which earned, or they will be lost. Credit hours may be carried forward indefinitely from one pay period to another.
- E. Credit hours cannot be earned during travel time, while receiving holiday or excused absence pay, or in training.
- F. Credit hours cannot be advanced. Time cannot be charged against credit hours until credit hours have been earned.

- G. Subject to law, regulations, existing Department and Fiscal Service policy, and the terms and conditions of this Article, credit hours either alone or in combination with annual, sick, or compensatory leave, or leave without pay, may be used for a full day of absence.
- H. If an employee leaves Fiscal Service with a credit hour balance or is no longer subject to a flexible work schedule (this does not include a temporary change in work schedule), the employee will be compensated for any unused credit hours at the adjusted hourly rate of pay (including applicable locality pay), up to a maximum of twenty-four (24) hours for full time employees and one-quarter of the employee's biweekly work requirement for part time employees.

Section 6 – AWS Bidding

- A. When an opening occurs either by an employee vacating a tour of duty or management's decision to add additional tours of duty, the tour of duty will be posted for bidding.
- B. Open AWS schedules will be posted for ten (10) workdays. Employees will bid on the opening. The most senior bidder determined by total Federal Government Service will be assigned the schedule. The change will be made as soon as practicable.
- C. If a decision is made to eliminate a tour of duty, NTEU will be notified in writing of the reasons for the change.

Section 7 – Changes in Work Schedules

- A. Employee Initiated
 - 1. An employee may request a permanent change in his/her established work schedule. Changes approved by the supervisor will become effective on the first day of the next pay period as specified in the employee's request and approved by the supervisor. Requests must be submitted by employees at least one (1) full pay period before the beginning of the pay period in which the change is effective. Employees may request no more than four (4) changes each calendar year.
 - 2. Employee requests for permanent work schedule changes must be made in writing. The supervisor must notify the employee in writing of his/her decision no later than the Friday before the beginning of the pay period in which the change will become effective. Schedule changes will be approved or disapproved consistent with this Article.
 - 3. An employee may request temporary changes in work schedule (e.g., change of scheduled day off, tour of duty, etc.) from his/her supervisor. The supervisor will consider such requests in accordance with the criteria that workload permits and appropriate supervision is available. Normally such requests will be made at least one (1) day in advance.

B. Supervisor Initiated

1. An employee in on-the-job training status may be required to work a specific schedule.
2. An employee may be required to adjust his/her schedule to accommodate changes in work requirements, formal training (either trainer or trainee), or due to the absence of appropriate supervision. The affected employee and NTEU will be notified in writing as to the reasons as far in advance as possible, normally two (2) weeks.
3. If the employee believes that the change will cause a hardship and after discussing this with his/her first-line supervisor, the employee may request reconsideration in writing to his/her second-level supervisor within three (3) workdays following his/her receipt of the written notice of change.

Section 8 – Scheduling Requirements

A. When an employee is absent for an entire workday on approved leave, the employee will be charged with the number of hours of leave corresponding to the number of hours regularly scheduled for that day (e.g., if an employee is scheduled to work nine (9) hours on a given day and is sick, he or she will be charged nine (9) hours sick leave).

B. Work schedules must indicate arrival and departure times for each workday. Arrival times will be established in fifteen (15) minute increments (e.g., 8:00, 8:15, 8:30).

C. Breaks

1. Fiscal Service has determined employees will be provided two (2) breaks each day. A work break will not exceed fifteen (15) minutes. They should be scheduled mid-morning and mid-afternoon and be scheduled to maintain adequate coverage of essential work functions at all times. Such break periods are subject to supervisory approval.
2. Employees may not combine paid work breaks with a period of unpaid time, lunch and/or scheduled leave. Employees are prohibited from taking breaks at the beginning and ending of the tour of duty.

D. Holidays

1. If a holiday falls on Friday, employees whose regular day off is Friday will change the holiday to Thursday. If a holiday falls on Monday, employees whose regular day off falls on Monday will change the holiday to Tuesday. If an employee's regular day off and the holiday both fall on Tuesday, Wednesday, or Thursday, Fiscal Service will designate an "in lieu of" holiday.
2. Employees on a Fixed or Flexible Work Schedule (Flexitour or Maxiflex) are entitled to pay at the basic rate for eight (8) hours on a holiday. Employees on a compressed work schedule are entitled to pay at the basic rate for the number of hours (nine (9) or ten (10)) they were scheduled to work on the holiday.
3. When a holiday falls on a non-workday of a part-time employee, there is no entitlement to an "in-lieu-of" day for that holiday.

E. Excused Absence

1. If an office closes before the start of the workday or employees are released early from work (e.g., snow emergencies), the amount of excused absence granted will be based on the employee's standard work schedule.
2. When an excused absence is granted for an office closure on an employee's regularly scheduled day off, the employee is not given an alternative day off.

Section 9 – Controls

- A. Any employee who repeatedly fails to observe the requirements of this Article may be excluded from further participation in an Alternate Work Schedule.
- B. An employee who has received formal notification of a work performance problem in accordance with Article 39 may be taken off AWS. This action will not limit management's rights to address a performance problem. After the performance problem has been corrected, the employee may request to return to his/her original schedule.

Section 10 – Shifts

Fiscal Service agrees to consider requests for lateral reassignments within the same job series to fixed prime shift vacancies from employees assigned to fixed second, fixed third, or rotating shifts. All of the following criteria must be met before such consideration takes place:

- A. Employee must be qualified for the vacant position;
- B. Employee who has been assigned to the fixed second, fixed third, or rotating shift for the longest period will be given first consideration, except under extenuating circumstances; and
- C. The employee is eligible for reassignment.

Section 11 – Cessation of AWS

- A. If an AWS schedule causes a reduction in productivity, a diminished level of service to the public, or an increase in the cost of Bureau operations, Fiscal Service may:
 1. Restrict employees' choices of arrival and departure times.
 2. Exclude from participating in AWS any employee or group of employees.
- B. Management may temporarily suspend all AWS rights when emergency or other extenuating conditions exist (e.g., Government shutdown, etc.). NTEU and the affected employees will be given as much notice as practical.

Article 36

Telework Program

Section 1 – Definition and Purpose

- A. Telework is a flexible work arrangement that allows an employee to perform work at an approved alternate worksite, away from his/her official duty station. The mission, roles and responsibilities within each division, office, or staff and its employees will determine how often and to what extent telework is used.
- B. The Parties recognize that telework arrangements may:
 - 1. Protect environmental quality and conserve energy by reducing traffic congestion and vehicle emissions;
 - 2. Improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work-related stress;
 - 3. Improve the Employer's ability to recruit and retain a high-quality workforce in a competitive job market; and
 - 4. Provide for continuity of operations during emergencies.
- C. The Parties recognize that the Program may benefit both the Bureau and participants, and will seek to maximize employee participation in the Telework Program. While telework is not an entitlement, the Employer will consider an employee's request to participate in the Program consistent with law, regulations, and the provisions of this Article. Eligible employees may participate in the telework program to the maximum extent possible without diminished employee performance.
- D. Telework is voluntary, unless the employee accepts a position which includes the responsibility for telework, which he/she then agrees is a regular expectation of his/her position, and is no longer voluntary.

Section 2 – Schedules

Schedule options for telework:

- A. Ad Hoc/Episodic – telework performed on an occasional or one-time basis, depending on the needs of the worker and/or demands of the work.
- B. Limited – level of participation whereby the employee works one (1) or two (2) days each biweekly pay period at the approved alternate worksite, and the remainder of the pay period at the official duty station.
- C. Full – level of participation whereby the employee works three (3) or more days each biweekly pay period at the approved alternate worksite, and the remainder of the pay period at the official duty station. Normally, employees will be required to come into the office at least two (2) days each biweekly pay period.

Section 3 – Eligibility and Participation

- A. Opportunity for participation in the Telework Program shall be equitably and broadly available throughout Fiscal Service when practical and consistent with its mission and when doing so will not diminish employee performance.
- B. Eligibility is based on the duties and responsibilities of each position, as determined by management.
 - 1. Positions not eligible for telework are those which require, on a daily basis (i.e., every workday):
 - a. the direct handling of secure materials, or
 - b. other on-site activity that cannot be handled at an alternate worksite, such as duties requiring face-to-face personal contact, use of hands-on machinery, equipment or vehicles, or other duties requiring a physical presence, as determined by management.
 - 2. If the position is deemed telework eligible, the incumbent may request to participate in telework. Participation will depend on the nature of the work to be performed, office coverage, and on the employee's disciplinary and performance history.
- C. Participation in telework cannot be granted if the employee:
 - 1. Has been officially disciplined for being absent without permission for more than five (5) days in any calendar year;
 - 2. Has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties; or
 - 3. Is in a position ineligible for telework.
- D. Participation in telework may not be granted if the employee has:
 - 1. Disciplinary or adverse actions based on leave or attendance abuse or that would establish a lack of trustworthiness on the part of the employee (management may make exceptions to this prohibition on a case-by-case basis, considering things such as length of time elapsed, duties of the position, extenuating circumstances, etc.).
 - 2. A less than Meets Expectations performance appraisal for the latest rating of record, the employee is on a Performance Improvement Plan, or the employee has received a written counseling that his/her performance has dropped below Meets Expectations.

Section 4 – Requesting Telework

- A. To be considered for telework, the employee, in a telework eligible position, must complete:
 - 1. Mandatory telework training;
 - 2. A telework agreement (Form 65-1); and
 - 3. Other applicable forms required as part of the overall telework program.
- B. The telework agreement identifies the terms and conditions of participation in the telework program. The employee and supervisor should meet to discuss the content of the request, including the expectations of work, communication, etc.

Section 5 – Approval/Denial

- A. The Employer's decision to grant or deny an employee's request for a regular or ad hoc telework arrangement will be based on the nature and content of the employee's job, whether the arrangement interferes with the Employer's ability to meet mission, staffing and workload requirements, and whether the employee's request is otherwise consistent with this Article.
- B. The Employer may deny or limit an otherwise eligible employee's participation in a telework arrangement if he/she:
 - 1. Is undergoing training in a new job, or is serving a probationary period; or
 - 2. Has work that requires him/her to be at his/her Official Duty Station in order to accomplish his/her duties (e.g., receiving visitors, sorting or delivering mail, making copies of or binding documents, or providing on-site computer support).
- C. The Employer will respond to the request for telework within fourteen (14) days, providing an approval or denial. If a denial, the Employer will provide the employee with the reason(s) for the denial in writing.
- D. If multiple employees in the same work area request similar telework arrangements and, due to workload demands, not all requests can be accommodated by the Employer, such requests will be evaluated by the Employer based on position and total Federal Government Service.
- E. Requests to increase/decrease an approved telework schedule must be approved by the supervisor, and will be considered based on work load, office coverage, etc.
- F. If an employee seeks to discontinue his/her telework arrangement, he/she may notify his/her supervisor at any time.
- G. If the Employer approves an employee's request for a Limited or Full telework arrangement, the employee's telework schedule will remain fixed, unless and until changed in accordance with this Article.

Section 6 – Performance

- A. An employee and his/her supervisor may meet to discuss any issues relating to the employee's performance while on telework. This discussion may include identifying any problems or obstacles, which may be interfering with the employee's ability to perform required work.
- B. If an employee is not performing successfully for example, where the employee consistently fails to meet established deadlines or fails to progress satisfactorily on assignments and the quality of the employee's performance decreases while on telework, management reserves the right to cancel the telework agreement, requiring the employee to work at his/her official duty station. When performance improves, management may consider a new telework agreement, at the request of the employee.

Section 7 – Coming Into the Office

- A. The Employer reserves the right to direct an employee scheduled for telework to report to his/her Official Duty Station in circumstances deemed necessary by the Employer to meet mission, staffing and/or workload requirements such as: meetings, receiving work assignments, training, travel, unscheduled absences of other employees, emergency situations, or other situations deemed necessary by the Employer to meet mission, staffing and/or workload requirements. The Employer will give the employee as much notice as possible of the need to report to the Official Duty Station.
- B. When the Employer directs the employee to report to his/her Official Duty Station (or to a temporary duty location, if applicable) on the employee's scheduled telework day in a given week, the Employer may grant or deny an employee's request to work a different telework day based on mission, staffing and/or workload requirements.
- C. An employee may request to change his/her scheduled telework day to another day in the work week because of mission, staffing and/or workload requirements.

Section 8 – Changing Positions

When an employee with an approved telework arrangement is promoted, reassigned or detailed, he/she must complete a new telework agreement, requesting telework for his/her new position, if the new position is telework eligible.

Section 9 – Equipment and Security

- A. Teleworkers will be provided government issued equipment for working at the alternate worksite. Teleworkers must ensure government-provided property is used only for approved purposes. The Employer will service the government equipment provided to an employee, but the employee is responsible for bringing the equipment to the official duty station.
- B. An employee must comply with all relevant information technology security measures, including password protection and data encryption, so that Privacy Act and other security standards are not compromised.
- C. An employee will ensure that his/her alternate work site is safe and has adequate workspace, lighting, ventilation, temperature controls, telephone service, power, smoke alarms, and security. The Employer will require the employee to complete a safety checklist.

- D. An employee must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction.
- E. The Employer will provide, upon the request of the employee working a regular telework schedule, a phone card for making business-related long-distance telephone calls.
- F. The Employer will provide a teleworking employee on a recurring schedule with necessary and routine office supplies. Necessary and routine office supplies include pens, paper, paper clips, file folders, etc., but does not include items such as fax machines, hole punchers, printers, printer cartridges, etc.

Section 10 – Work Schedules and Leave

- A. Teleworkers are required to:
 - 1. Work their approved work schedule consistent with the provisions of Article 35, Hours of Work.
 - 2. Follow the established procedures for requesting and obtaining approval of leave.
 - 3. Obtain advanced approval prior to working overtime or comp-time, consistent with the provisions of Article 29, Overtime.
 - 4. Record all telework in the electronic time and attendance system.
- B. Telework-ready employees who are scheduled to work on a day of a closure announcement must telework the entire workday or request leave, or a combination of both.

Section 11 – Unscheduled Telework

A type of situational or ad-hoc telework that allows employees to work from home or a nearby alternate location, on a non-telework day, when OPM announces a modified operating status due to inclement weather or special events that severely impact commuting.

- A. When an office closure appears likely, a telework-ready employee is expected, when practicable, to take sufficient work home to cover the expected period of closure. A telework-ready employee who is not scheduled to telework on the day of a closure announcement and who has portable work available will normally be required to perform unscheduled telework during the period of the closure. If the work available to a teleworking employee is insufficient to fill the entire workday, the employee will consult with his/her supervisor who will either assign additional work or grant administrative leave for the remaining portion of the day.
- B. If the supervisor does not have additional work to assign, he/she will grant administrative leave for the portion of the workday the employee did not work. Supervisors may also consider other exigent circumstances (e.g., power outages, connectivity issues, etc.) for granting administrative leave to teleworkers.

Section 12 – Suspension of Telework

- A. The Employer may suspend or terminate an employee’s telework arrangement if the Employer finds that:
 - 1. The employee’s continued participation in the telework arrangement is inconsistent with the provisions of this Article; or
 - 2. The employee’s performance has declined (i.e., where the employee consistently fails to meet established deadlines or fails to progress satisfactorily on assignments).
- B. Prior to suspending or terminating an employee’s telework arrangement, the Employer will normally give an employee fourteen (14) days advance notice and an opportunity to meet with the Employer to discuss the reason(s) for suspending or terminating the employee’s telework arrangement.
- C. The suspension or termination of an employee’s telework arrangement pursuant to this Section is not a disciplinary action.
- D. An employee who has had his/her telework arrangement terminated may reapply for such an arrangement three (3) months from the date of termination.

Section 13 – Coverage/Liability

- A. The Employer will not be responsible for operating costs, home maintenance, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an alternate work site. The Employer will reimburse a teleworking employee for appropriate and authorized expenses incurred while conducting official duties at the approved alternate work site, as provided for by law and regulations.
- B. A teleworking employee is covered by the applicable provisions of the Federal Employee’s Compensation Act if injured while performing official duties at his/her approved alternate work site. An employee will notify his/her supervisor immediately of any such accident or injury and will complete any required forms. The Employer will investigate such an incident promptly.
- C. The Employer will not be liable for damages to a telework employee’s personal or real property while the employee is working at an alternate work site, except to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Section 14 – Reporting

Within sixty (60) days of the end of each Fiscal Year, the Employer will report to the NTEU the number of bargaining unit employees participating in the telework program broken down by name, division/office/regional office; type of telework (e.g., full, limited, or ad hoc/episodic), days per pay-period, and effective dates. In order to accurately collect this data, employees are required to report the number of hours teleworked each pay period via the electronic time and attendance system.

Article 37

Disciplinary Actions

Section 1 – Discipline

- A. For the purpose of this Agreement, a disciplinary action is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension of fourteen (14) days or less. Fiscal Service agrees that such actions will only be taken for such cause as will promote the efficiency of the Service.
- B. This Article applies to probationary employees to the extent provided by law.
- C. The Parties recognize the principle that disciplinary actions shall be progressive in nature, and Fiscal Service agrees to follow a course of progressive discipline as appropriate under the circumstances of the case.
- D. Actions under this Article must be supported by a preponderance of the evidence.
- E. An employee who receives a proposal/decision to suspend for fourteen (14) calendar days or less, reprimand, or oral admonishment confirmed in writing will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU."

Section 2 – Notice to NTEU

- A. NTEU shall be provided notice, at least one (1) day in advance, and be given the opportunity to be represented at a discussion between Fiscal Service and an employee regarding the issuance of a disciplinary action. If a discussion is held regarding a disciplinary action, it will be a formal discussion. Upon the request of NTEU, Fiscal Service will reschedule any such discussion to a mutually agreed upon time. Such requests will not be unreasonably withheld.
- B. NTEU shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of Fiscal Service 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. Once an employee requests NTEU representation, he/she will be given a reasonable amount of time to secure representation before the meeting proceeds.

Section 3 – Procedures for Suspensions

Except in cases of emergency suspension, the following procedures will apply to suspensions of fourteen (14) days or less:

- A. Fiscal Service agrees to provide an employee fifteen (15) workdays advance written notice of the proposed action. The notice will contain the specific reasons for the proposed suspension, including any rules allegedly violated. The notice proposing the disciplinary action shall include the name of the official designated by Fiscal Service to receive the written or oral reply. For a disciplinary suspension, the official designated to receive the written or oral reply will be at a higher level than the proposing official.
- B. The written notice proposing disciplinary action shall include language informing the employee of his/her right to be represented by NTEU and/or a representative of his/her choice.
- C. Upon request, an employee, or the Union when designated by the employee, will be provided a copy of all written documents relied upon in making the decision to propose the discipline. This does not preclude NTEU from making requests for additional information in accordance with 5 USC §7114.
- D. An employee may respond orally and/or in writing, and is entitled to furnish documentary evidence in support of his/her position. Any reply is due within fifteen (15) workdays of the receipt of the letter of proposed action. The parties may mutually agree to extend these timeframes.
- E. An employee will have the right to raise any defense and/or mitigation arguments, and Fiscal Service will give due consideration to all such arguments.
- F. Fiscal Service's written decision shall be issued as soon as possible, normally within ten (10) workdays, after the employee responds. Such written decision shall contain the reasons that provide the basis for the decision. The final decision letter will also serve to inform the employee of available appeal routes and any deadlines associated with the available appeal routes.
- G. Notices of disciplinary action that are retained in the employee's electronic Official Personnel File (e-OPF) shall be removed within five (5) workdays following receipt of the written notification of an Arbitrator's decision reversing the disciplinary action, per Article 41 of this Agreement, or when the disciplinary action is otherwise rescinded either by the Bureau or through mutual agreement of the Parties.

Section 4 – Appeal of Disciplinary Actions

- A. An employee against whom a disciplinary action has been taken may appeal the decision on any basis allowed by appropriate law and/or regulation.
- B. All actions covered by this Article, except oral admonishments not confirmed in writing, may be grieved as an initial grievance in accordance with the procedures and time frames contained in Article 40 of this Agreement.
- C. Fiscal Service, at its option, may prepare a Fiscal Service Counseling Form. When a Counseling Form is prepared, a copy will be given to the employee. Employees may submit a written response on the Counseling Form. The use of the Counseling Form shall not be considered as discipline and shall only be used for informal action(s) relating to conduct. Further, the Counseling Form shall be removed from a supervisor's file at the earliest possible date in accordance with regulations.

Section 5 – Oral Admonishments and Letters of Reprimand

Oral admonishments confirmed in writing and letters of reprimand shall be retained in the employee's e-OPF for a period of one (1) year.

Section 6 – Non-Performance Related Behavior

In accordance with 5 USC §2302(b)(10), Fiscal Service will not take an action based on conduct that does not adversely affect the employee's performance or that of fellow workers. The only exception would be that Fiscal Service, in determining the continued fitness of the employee for employment, could take into consideration his/her conviction for a crime.

Section 7 – Grievances

Employees may grieve final decisions on disciplinary actions in accordance with Article 40, Grievance Procedures.

Article 38

Adverse Actions

Section 1 – Definition

- A. An adverse action, for the purposes of this Article, is defined as a removal; a suspension of more than fourteen (14) calendar days; a reduction in grade; a reduction in pay; or a furlough of thirty (30) calendar days or less. This Article does not apply to a reduction-in-grade or a removal based on unacceptable performance as defined in 5 USC §4303.
- B. This Article applies to probationary employees to the extent provided by law.
- C. Fiscal Service may take an action covered by this Article against an employee only for such cause as will promote the efficiency of the Service and such action must be supported by a preponderance of the evidence.
- D. The Parties recognize the principle that adverse actions shall be progressive in nature and Fiscal Service agrees to follow a course of progressive discipline, as appropriate to the circumstances of the case.
- E. An employee who receives a notification of proposal/decision to suspend for more than fourteen (14) calendar days, proposal/decision to remove, proposal/decision to reduce in grade and/or pay, or proposal/decision to furlough for thirty (30) days or less will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU."

Section 2 – Advance Notice to NTEU

- A. NTEU shall be provided notice, at least twenty-four (24) hours in advance, and be given the opportunity to be represented at a discussion between Fiscal Service and an employee regarding the issuance of an adverse action. If a discussion is held regarding an adverse action, it will be a formal discussion. Upon the request of NTEU, Fiscal Service will reschedule any such discussion to a mutually agreed upon time. Such requests will not be unreasonably withheld.
- B. NTEU shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of Fiscal Service in connection with an investigation if:
 - 1. The employee reasonably believes that the examination may result in adverse action against the employee; and
 - 2. The employee requests representation.

Section 3 – Procedures

- A. An employee against whom an action is proposed is entitled to at least thirty (30) calendar 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.
- B. The written notice will contain all of the specific reasons for the proposed adverse action, including any rules allegedly violated, and the action proposed.
- C. The written notice proposing disciplinary action shall include language informing the employee of his/her right to be represented by NTEU and/or a representative of his/her choice.
- D. Upon request, an employee or his/her representative (if any) will be provided a copy of all written documents relied upon in making the decision to propose the adverse action. This does not preclude NTEU from making requests for additional information in accordance with 5 USC §7114.
- E. Fiscal Service shall provide NTEU with a copy of all favorable material with respect to the employee during the relevant time period that led to an action based on unacceptable performance. This does not preclude NTEU from making requests for additional information in accordance with 5 USC §7114.
- F. An employee may respond orally and/or in writing, and is entitled to furnish documentary evidence in support of his/her position. Any reply is due within fifteen (15) workdays of the receipt of the letter of proposed action. The parties may mutually agree to extend these timeframes and to provide an oral reply by electronic means.
- G. In making its decision, Fiscal Service will give bona fide consideration to any answer of the employee or the employee's representative.
- H. Fiscal Service's written decision shall be issued as soon as possible, normally within ten (10) workdays, after the employee responds. The notice of the decision shall be in writing and contain the following information:
 - 1. Specifically, which of the reasons stated in the advance notice have been sustained and which have not been sustained;
 - 2. The defenses or mitigation arguments raised in the reply and narrative response to each. (Non-compliance with this requirement will not constitute the basis for procedural defect or serve as grounds to overturn the action.);
 - 3. Any oral/written answer to the proposed action provided by the employee and/or his/her representative; and
 - 4. The employee's appeal rights to the Merit Systems Protection Board or through NTEU to arbitration, including respective time limits, and how, and to whom, any appeal is to be submitted.
- I. Notices of adverse action that are retained in the employee's electronic Official Personnel File (e-OPF) shall be removed within five (5) workdays following receipt of the written notification of an Arbitrator's decision reversing the adverse action, or when the adverse action is otherwise rescinded either by the Bureau.

Section 4 – Consideration Factors

In deciding what action may be appropriate, Fiscal Service will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The following facts, 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, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- C. The employee's past disciplinary record;
- D. The employee's past work record including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- E. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon Fiscal Service's confidence in the employee's ability to perform assigned duties;
- F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- G. The notoriety of the offense or its impact upon the reputation of Fiscal Service;
- H. 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;
- I. Potential for the employee's rehabilitation;
- J. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
- K. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 5 – Transcripts/Tape Recordings

- A. If, during an oral reply, any Party, including an employee representing himself/herself, desires a verbatim transcript, that Party must arrange for the transcript and bear the expense. If the Parties mutually desire a transcript, Fiscal Service will make arrangements for the transcript and the Parties will share the expense. If a verbatim transcript is prepared, a copy will be provided to each Party.
- B. If either party chooses to tape record oral replies under this Article, they must give a twenty-four (24) hour advance notice to the other party. Failure to give this notice shall result in no tape recording, without mutual consent. The party taping these proceedings shall give the other party a copy of the tape by the close of the next business day following the oral reply.

Article 39

Unacceptable Performance Procedures

Section 1 – General

- A. Pursuant to 5 USC §4303, an action based on unacceptable performance, for the purpose of this Article, is defined as the reduction in grade or removal of an employee whose performance fails to meet established performance standards in one or more critical elements.
- B. This Article applies only to bargaining unit employees who have completed their probationary period or equivalent.
- C. An employee who receives a notification of opportunity to improve, proposal/decision to reduce in grade, or a proposal/decision to remove will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU."
- D. The burden of proof in actions based on unacceptable performance shall be substantial evidence.

Section 2 – Performance Improvement Plan

- A. A Performance Improvement Plan (PIP) may be given at any time during the appraisal cycle. The supervisor should issue a PIP as soon as he/she is aware that an employee's performance is at the unacceptable level.
- B. Prior to issuing a notice of proposed action based upon unacceptable performance, a PIP will be issued to the employee which contains the following:
 - 1. An identification of the critical elements and performance standards for which performance is unacceptable;
 - 2. What the employee must do to bring his/her performance up to an acceptable level;
 - 3. A statement that the employee has a period of not less than sixty (60) calendar days in which to bring his/her performance up to an acceptable level; and
 - 4. What Fiscal Service will do to assist the employee to improve the alleged unacceptable performance during the opportunity period.
- C. During the opportunity to improve period, the employee is encouraged to share suggestions with the supervisor concerning the content of the notice referred to in Sections 2.A. and B. (this can be done orally or in writing).

Section 3 – Opportunity for Lateral Reassignment

Before it acts to reduce in grade or remove an employee for unacceptable performance, Fiscal Service will consider laterally reassigning the employee if he/she can perform acceptably in another position.

Section 4 – Employee Rights

- A. An employee whose reduction in grade or removal is proposed under this Article shall be provided thirty (30) calendar days advance written notice. This notice shall identify:
 - 1. The specific instances of unacceptable performance by the employee on which the proposed action is based;
 - 2. The critical element(s) of the employee's position involved in each instance of unacceptable performance;
 - 3. The performance standard(s) of the employee's position involved in each instance of unacceptable performance;
 - 4. The employee's right to be represented by an attorney or NTEU representative;
 - 5. The employee's right to answer orally and in writing, and the associated timeframes for doing so; and
 - 6. The employee's right to review the material relied upon to support the proposed action.
- B. An employee may respond orally and/or in writing, and is entitled to furnish documentary evidence in support of his/her position. Any reply is due within fifteen (15) workdays of the receipt of the letter of proposed action. The parties may mutually agree to extend these timeframes.
- C. If an employee gives an oral reply, Fiscal Service will prepare a summary of the oral reply and will provide a copy to the employee, upon request. A copy of the summary will be furnished to NTEU, upon request, if the written authorization of the employee to do so is provided. The employee may review the summary and make corrections or submit his/her version of the summary within three (3) workdays.
- D. If any Party, including an employee representing himself/herself, desires a verbatim transcript, that Party must arrange for the transcript and bear the expense. If the Parties mutually desire a transcript, Fiscal Service will make arrangements for the transcript and the Parties will share the expense. If a verbatim transcript is prepared, a copy will be provided to each Party.
- E. If either Party chooses to tape record these proceedings, they must give twenty-four (24) hour advance notice to the other side. Failure to give this notice shall result in no tape recording, without mutual consent. The Party taping these proceedings will give the other Party a copy of the tape by the close of the next business day following the oral reply.

Section 5 – Actions After the Notice Period

- A. The decision to retain, reduce, in grade or remove an employee shall be made within thirty (30) calendar days of the expiration of the notice period.
- B. An official who sustains a proposed action will set forth his/her findings with respect to each instance of unacceptable performance identified in the advance written notice.
- C. The decision may be based only on those instances of unacceptable performance by the employee which occurred during the one (1) year period ending on the date of the advance notice of proposed action.
- D. 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 the employee received the PIP, any entry, or other notification of the unacceptable performance for which the action was proposed, shall be removed from the employee's electronic Employee Personnel Filer (e-OPF). Moreover, the employer shall not base subsequent performance or disciplinary action against the employee on any such record.
- E. An official in a higher position than the proposing official must concur with the final decision.

Section 6 – Access to Documentation

- A. An employee and NTEU will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by Fiscal Service which form the basis for the action. Fiscal Service shall also provide the employee and NTEU with a copy of all favorable material with respect to the employee during the relevant time period that led to an action based on unacceptable performance.
- B. Consistent with the requirements of the Privacy Act the employee will, upon request, be furnished with a copy of all other material contained in the case file relevant to the action based on unacceptable performance.

Section 7 – Appeal Rights

- A. If the final decision of Fiscal Service is to effect an action based on unacceptable performance against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board (MSPB) in accordance with applicable law, or, with the consent of NTEU, to binding arbitration. Under no conditions may an employee appeal an action based on unacceptable performance to both MSPB and arbitration.
- B. If an employee elects to appeal an action based on unacceptable performance to arbitration, NTEU must invoke arbitration within thirty (30) calendar days of the receipt of Fiscal Services' final decision. The notice invoking arbitration must be given by certified mail, by hand delivery, or by other means (that is, fax or e-mail) to Fiscal Service. If the invocation is transmitted by other means, it is the responsibility of the sender to verify timely receipt.

Section 8 – Interim Performance Appraisal

An employee who receives a performance appraisal during the opportunity to improve period which reflects unacceptable performance and has raised his/her level of performance to a satisfactory level by the end of that opportunity to improve period, may request an interim performance appraisal to be placed in the Employee Performance Folder (EPF) along with the original rating. The interim rating may also be used for merit promotion purposes.

Article 40

Grievance Procedures

Section 1 – General

- A. The purpose of this Article is to provide mutually acceptable procedures for the prompt and equitable settlement of all disputes that may arise between the parties during the life of this Agreement.
- B. Fiscal Service and NTEU recognize and endorse the importance of bringing to light and resolving problems promptly. Fiscal Service and NTEU further agree that every effort will be made by both management and the aggrieved party(s) to settle grievances at the lowest supervisory level.
- C. NTEU agrees to submit virtually all contract-covered matters to the negotiated grievance procedure for final disposition and to sparingly use unfair labor practice procedures concerning contract-covered issues which may occur in the day-to-day administration of this Agreement.
- D. These procedures will be the only procedures available to bargaining unit employees for the processing and disposition of grievances, except when the employee has a statutory right of choice.

Section 2 – Definitions and Exclusions

- A. A grievance is defined as any dispute by:
 - 1. Any employee concerning any matter relating to the employment of the employee;
 - 2. NTEU concerning any matter relating to the employment of any employee; or
 - 3. Any employee, NTEU, or Fiscal Service concerning:
 - a. The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. The following matters are excluded from the coverage of the negotiated grievance procedure:
 - 1. A preliminary warning or notice of potential action.
 - 2. An action without cause terminating a temporary promotion within a maximum period of two (2) years, and returning the employee to the position from which he/she was temporarily promoted, unless the termination would constitute a prohibited personnel practice under 5 USC §2302(b).
 - 3. Health benefits and insurance claims.
 - 4. Retirement applications and annuities.

5. Any examination, certification, or appointment.
 6. Prohibited political activity, except for discrimination based on political affiliation, within 5 USC §2302(b)(1)(E).
 7. National Security suspensions or removals.
 8. Workers' Compensation.
 9. Classification of any position which does not result in the reduction in grade or pay of an employee.
 10. Non-selection for promotion from a group of properly ranked and certified candidates.
 11. Disapproval of a quality step increase, or any other kind of honorary or discretionary award, except that allegations of improper use of procedures or violation(s) of Fiscal Service policies used in processing such awards may be grieved.
 12. Termination of probationary employees.
 13. Reduction-in-force.
- C. If either Party chooses to dispute the grievability and/or arbitrability of a particular issue, the Parties agree that any arbitrator, in addressing the grievability and/or arbitrability of the issue, should consider current case law regarding the general inability of employees to contest the substance of a decision based upon the exercise of management's rights. Therefore, the list of exclusions in Section 2.B., is not necessarily all inclusive.

Section 3 – Freedom From Retaliation for Pursuing Grievances

Employees and their representatives involved in the presentation and pursuit of grievances will be free from restraint, interference, coercion, discrimination or reprisal. Employees will be granted such official time as is reasonable and necessary to present their grievances.

Section 4 – Statutory Appeals Required to be Raised Under the Grievance Procedures

Examples of statutory appeals which must be raised under the negotiated grievance procedure are:

- A. Restoration after military duty.
- B. Fair Labor Standards Act.
- C. Reemployment rights.
- D. Reinstatement after job injury.
- E. Waiver of overpayment.

Section 5 – Matters Raised Under Either Negotiated Grievance Procedures or Statutory Procedures

- A. The following listed matters may, at the employee's option, be raised under the negotiated grievance procedure or under a statutory procedure, but not both:
 - 1. Adverse actions;
 - 2. Actions based on unacceptable performance in accordance with 5 USC §4303.
- B. For the purpose of this section and pursuant to 5 USC §7121(e)(l) of the Federal Service Labor-Management Relations Statute ("the Statute"), an employee exercises an irrevocable, final choice under this section when the employee or his/her NTEU representative files either a timely notice of appeal under the statutory procedure or timely files a grievance, whichever occurs first.
- C. The procedure elected shall be, to the maximum extent permissible by the law, the exclusive forum for the resolution of all matters raised, or which could have been raised, which are directly or indirectly related to the claim. Having elected his/her option, the employee thereby also expressly agrees not to abuse the process and procedure by simultaneously or subsequently filing an appeal or grievance on any matter that could have been raised at that time.

Section 6 – Filing of Grievances

- A. All grievances must be filed within fifteen (15) workdays after the occurrence of the matter out of which the grievance arose, or within fifteen (15) workdays of the date that the employee learned, or reasonably should have learned the facts giving rise to the grievance.
- B. The Negotiated Grievance Form, contained in Appendix 40-1, shall be used to present all grievances at all stages of the grievance procedures in this Article. Copies will be distributed to the Parties and other officials according to the instructions on the form.
- C. A grievance must contain facts sufficient to put Fiscal Service on fair notice as to the matter that is being grieved.
- D. The grievance must be in writing and signed by the aggrieved employee and/or NTEU representative on the grievance form. All grievances shall contain the following information:
 - 1. Specific Article(s), Section(s), of this Agreement alleged to have been violated; or the Section(s) of the law, rule or regulation alleged to have been violated or the employment condition in dispute;
 - 2. Statement of the circumstances giving rise to the grievance, including the dates of the alleged violations and/or a statement as to why it is a continuing violation;
 - 3. Name of the grievant(s);
 - 4. Date grievance is submitted;
 - 5. Name of NTEU representative (if any) and his/her telephone number; and
 - 6. Specific relief desired.

- E. Grievances may be submitted via e-mail, facsimile, or hand delivered. If a grievance is hand delivered, it must include acknowledgement of receipt.
- F. New issues may not be raised by either party unless they have been raised at or before Step 2 of the grievance procedure. However, the Parties may mutually agree to join new issues to a grievance in process.
- G. New evidence, that was otherwise not readily discoverable, can be introduced by either party at any step prior to the arbitration hearing.
- H. An employee processing a grievance under this Article shall be limited to NTEU representation or self-representation.
- I. If an employee presents a grievance without NTEU representation, NTEU will be given an opportunity to be present at all formal discussions concerning the grievance. NTEU shall be given reasonable advance notice (at least two (2) workdays) of such meeting. The Parties agree that any adjustment to the Negotiated Grievance Form must be consistent with the terms and conditions of this Agreement.

Section 7 – Processing of Employee Grievances

- A. Grievances shall be processed as follows:
 - 1. Step 1 – The Step 1 official is normally the grievant’s immediate supervisor. If the immediate supervisor is a Director or Assistant Commissioner, the initial grievance shall be considered at Step 2, rather than Step 1.
 - a. The Step 1 official shall schedule a meeting with the grievant and the grievant's representative within five (5) workdays of the filing of the grievance. The Parties will discuss the grievance and attempt to resolve it. By mutual consent, the meeting may be waived.
 - b. The Step 1 official will render a written decision within five (5) workdays of the meeting or within five (5) workdays of the date the meeting was mutually waived. If the Step 1 decision is not issued within five (5) workdays, the grievant may proceed to the next Step of the grievance process.
 - c. The Step 1 official may request the assistance of Human Resources during these procedures.
 - 2. Step 2 – If the grievant is not satisfied with the Step 1 decision the grievant and/or the representative may appeal the decision to the Step 2 official within five (5) workdays of the date of receipt of the Step 1 written decision. The appeal must be in writing to the appropriate next level supervisor.
 - a. After receipt of the written appeal, the Step 2 official, the grievant, the grievant's representative, and/or the local NTEU Chapter President or Steward will schedule to meet within five (5) workdays for the purpose of discussing the grievance. By mutual consent the meeting may be waived.

- b. The Step 2 official will render a written decision within seven (7) workdays of the meeting or within seven (7) workdays of the date the meeting was mutually waived. If the Step 2 decision is not issued within seven (7) workdays, the grievant may proceed to Step 3.
 - c. The Step 2 official may request the assistance of Human Resources during these procedures.
 - 3. Step 3 – If a grievant is not satisfied with the Step 2 decision, the grievant or the representative may appeal the decision to Step 3 by filing a written appeal with the appropriate next higher level supervisor within ten (10) workdays of the receipt of the Step 2 decision.
 - a. When the initial grievance is properly filed with an Assistant Commissioner, the next step in the grievance procedure shall be the Commissioner. It is at the Commissioner's discretion to delegate this responsibility to another manager other than the official who responded to the initial grievance.
 - b. After receipt of the Step 3 appeal, the Director or next higher level supervisor (or designee) who has authority to resolve the grievance shall, within ten (10) workdays, schedule to meet with the grievant, his/her representative, and/or local NTEU President or Steward. The NTEU Field Representative may also attend. By mutual consent, the meeting may be waived.
 - c. The Step 3 official may request the assistance of Human Resources during these procedures.
 - d. Within ten (10) workdays of the meeting, or within ten (10) workdays of the date the meeting was mutually waived, the third step deciding official shall issue a written decision.
 - 4. If the grievant is not satisfied with the Step 3 decision, NTEU may refer the matter to arbitration. The referral to arbitration must be made within thirty (30) calendar days after the date of receipt of the Step 3 decision or the date upon which the final grievance decision was due. Arbitration requests must be invoked in writing and be delivered to the appropriate Assistant Commissioner with a courtesy copy provided to the Chief Human Capital Officer.
- B. In the event that any of the above step meetings are not conducted in person, each party shall advise the other party of who is in attendance prior to the start of any step meeting.
 - C. In no case will the grievance process include more than three (3) steps.

Section 8 – Consolidation of Local Employee Grievances

In the event that two (2) or more grieving employees within a NTEU Chapter have filed grievances involving the same facts, events, and the same issue arising out of the same incident and all grievants request the same relief, the grievances shall be joined and processed as one (1).

Section 9 – Timeframes

- A. Any grievance response or appeal to the next step will be considered timely if postmarked or delivered no later than the final day of the designated period.
- B. If the day an action must be completed under this Article falls on a non-workday, the due date shall be the next regularly scheduled workday.
- C. The timeframes set forth in this Article may only be waived by mutual agreement. The parties will not unreasonably withhold requests for reasonable extensions.

Section 10 – Local Union or Management Grievances

- A. A grievance involving the interpretation and/or the application of this Agreement or personnel policies or practices affecting conditions of employment of bargaining unit employees in a single local Fiscal Service facility constitutes a local NTEU or management grievance.
- B. For purposes of this Section, grievances may only be filed by, in instances where NTEU is the charging party, a local NTEU Chapter President, or, in instances where management is the charging party, a Center Director or Assistant Commissioner (or his/her designee).
- C. Within the time frame provided in Section 6.A., the charging party wishing to file a grievance under this provision shall transmit a completed grievance form together with all attachments and pertinent materials to the appropriate Center Director, Office of Management (or designee), or the Local NTEU Chapter President, as appropriate.
- D. Within ten (10) workdays after receipt of the grievance, the responding party shall schedule a meeting with the filing party to discuss the grievance within.
 - 1. A written decision shall be issued within ten (10) workdays from the date of the meeting or within ten (10) workdays of the date the meeting was mutually waived. This shall be considered a Step 3 Decision of the negotiated grievance procedure.
 - 2. NTEU shall be entitled to an equal number of representatives, on official time, to present such grievances.

Section 11 – National Grievances

- A. A grievance involving the interpretation and/or application of this Agreement, or personnel policies or practices which affect bargaining unit employees in more than one Fiscal Service NTEU Chapter, shall be considered a National Grievance.
- B. For purposes of this Section, National Grievances may only be filed by the National NTEU Representative or, for management, the Commissioner, or his/her designee.
- C. A National Grievance shall be filed within the time frames provided in Section 6.A. The charging party shall transmit a completed grievance in writing, along with all supporting documentation, to either the Fiscal Service's Chief Human Capital Officer or NTEU's National Labor Representative (or his/her designee), as appropriate.
- D. The Party with whom the grievance is filed shall schedule a meeting to discuss the matter within ten (10) workdays from the date the grievance is received.

- E. Within fifteen (15) workdays after the date of the National Grievance meeting the responding Party shall issue a written response. This shall be considered a Step 3 Decision.

Section 12 – Invocation of Arbitration

NTEU or Fiscal Service may invoke arbitration within thirty (30) calendar days from the date of the receipt of the formal grievance decision, or the date upon which the final grievance decision was due. Such written notice will be delivered to the officials as specified below.

- A. Local Grievances – The appropriate Chapter President or the Fiscal Service's Labor Relations Officer.
- B. National Grievances – The NTEU National President or the Fiscal Service Commissioner.

Section 13 – Expedited Grievance Procedures

- A. The expedited grievance procedure shall apply to appeals/grievances of final decisions only in the instances stated below:
 - 1. Because of the special and serious impact on employees of actions which impose a suspension, reduction-in-grade or pay for disciplinary/performance reasons, removal, denial of within grade increase, or furlough of thirty (30) calendar days or less, such actions may be filed at the third step of the grievance procedure and processed according to the provisions of this Article.
 - 2. Grievances concerning union time disputes, distribution of literature disputes, use of bulletin board disputes, and denials of union requests to use facilities will be filed at the third step of the grievance procedure and processed according to the provisions of this Article.
- B. These procedures do not apply to:
 - 1. Appeals/grievances of final decisions imposing disciplinary actions, or adverse actions issued under the emergency or exception procedures defined in 5 CFR 752, or where public or employee health, safety, or serious breach of the Fiscal Service's and/or Department's Standards of Conduct requires immediate action consistent with law and regulation;
 - 2. Adverse actions which are appealed under procedures other than the negotiated grievance procedure;
 - 3. Any grievance founded, in whole and part, on equal employment discrimination; and
 - 4. Any other matter not grievable under Section 2.B.
- C. NTEU, or the employee through his/her NTEU representative, may invoke arbitration within thirty (30) calendar days from the date the final grievance decision was received in accordance with the provisions and procedures contained in Article 41 of this Agreement.

Section 14 – Determination that a Grievance is Inappropriately Filed

If Fiscal Service concludes, at any stage prior to the issuance of a final decision, that a grievance filed by an employee or NTEU is inappropriately filed under one of the procedures in this Article, or involves an issue of national significance, the Labor Relations Officer will promptly consult with the National NTEU Representative to determine the appropriate procedure under which such grievance will be decided. If the Parties agree that a different procedure is required, the grievance will be changed to a comparable step in the proper procedure. To ensure prompt resolution of a NTEU grievance in the event agreement is not reached, it is agreed that such disagreement shall automatically stay the grievance pending final resolution.

Article 41

Arbitration

Section 1 – Application

The Parties agree that grievances not settled under the provisions of Article 40 of this Agreement, or as provided for elsewhere in this Agreement, may be appealed to arbitration in accordance with the terms of this Article. NTEU and Fiscal Service, therefore, establish the following arbitration procedures applicable to the resolution of the disputes submitted under these provisions.

Section 2 – General

- A. When either Party invokes arbitration over a grievance, the Party will, within ten (10) workdays from the date of the invocation of arbitration, individually, or jointly with the other Party, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). If the request is not submitted jointly, the Party making the request shall serve written notice of such a request on the other Party at the time the request is submitted. The Parties will schedule to meet within five (5) workdays after receipt of the list to seek agreement on an arbitrator. Fiscal Service and NTEU will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine who strikes the first name.
- B. The time limits in Section 2.A., may be extended by mutual agreement of the Parties.
- C. The Parties shall attempt to schedule a hearing within thirty (30) calendar days after the arbitrator has been selected.
- D. By mutual agreement the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or exchanging lists of proposed witnesses.

Section 3 – Authority of Arbitrators

- A. It is agreed and understood that arbitrators shall have no power to add to, subtract from, or modify the terms and conditions in this Agreement.
- B. An arbitrator shall have authority to make all arbitrability and/or grievability determinations. It is the intent of the Parties to have one hearing for the purposes of addressing arbitrability/grievability issues, as well as the merits of the grievance.

Section 4 – Arbitration Fees

The arbitrator's fees and expenses, including the cost of any transcript, shall be split evenly between the parties.

Section 5 – Arbitration Procedures

- A. As set forth in this Agreement, a decision issued at the final step of the grievance procedure, or as otherwise provided for in this Agreement, may be referred by either Party to arbitration. The right to invoke arbitration is limited to NTEU and Fiscal Service. An employee may not independently invoke any of the provisions of this Article.
- B. Appeals by NTEU to arbitration must be made in accordance with Section 12 of Article 40, Grievance Procedures.
- C. The Parties shall attempt to agree on a submission agreement which shall include a comprehensive statement of the issue to be referred and, as appropriate, the procedures and the manner of presentation to be followed.
 - 1. Any stipulations agreed to shall be signed by the Parties and attached to the submission agreement, which upon completion shall be delivered to the arbitrator.
 - 2. Only evidence or arguments material to the issue submitted shall be introduced by either Party to the arbitrator.
- D. Dates and time limits applicable to arbitrations shall be agreed to by the Parties and the arbitrator. In the event a hearing is necessary, the location of the hearing shall be mutually agreeable to the Parties, but will generally be held at the respective local facility where the grievance originally occurred. The arbitrator shall give due consideration to the prompt and efficient resolution of disputes.
- E. The arbitrator shall issue his/her award within thirty (30) calendar days after the close of the record.
- F. The arbitrator may, for good cause, upon written request by either Party, extend any time limits.
- G. The failure of the moving Party to:
 - 1. Adhere to the time requirements of this Article, and/or
 - 2. Expeditiously pursue arbitration after stating the intent to arbitrate, (unless otherwise mutually agreed upon), will be deemed by the arbitrator to mean that the moving party has abandoned the action. Any such decision shall foreclose further processing of the arbitration.
- H. The grievant, the grievant's Chapter representatives, and all employees who are called as witnesses, shall be excused from duty to the extent that they participate in the arbitration proceedings, without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify and otherwise be present shall be charged to official time. The arbitrator shall have sole discretion to determine who may testify. A verbatim transcript of the arbitration proceedings shall be made (unless otherwise agreed to).
- I. Arbitration hearings will generally be held at the local facility where the grievance occurred (Section 5.D.) during the regular day shift hours of the basic work week. Where necessary, the grievant's shift will be rescheduled to coincide to the standard workday on the day of the hearing.

- J. Nothing in these provisions shall prevent the Parties from settling a grievance prior to the arbitration hearing. In the event the Parties mutually agree to postpone, delay and/or cancel an arbitration proceeding, the Parties shall share equally any fees charged by the arbitrator for such cancellation. In the event there is no mutual agreement, the Party who postpones, delays, or cancels the hearing shall pay all fees charged.

Article 42

Expedited Arbitration

Section 1 – General

- A. The Parties agree to submit grievances concerning the following matters to expedited arbitration procedures under the terms of this Agreement:
1. Suspensions of fourteen (14) days or less;
 2. Denials of annual leave, sick leave, or leave without pay;
 3. Denials of any official or administrative time NTEU representatives are entitled to under this contract;
 4. Bulletin board postings;
 5. Literature distribution;
 6. Written reprimands;
 7. Denial of application for participation in the Voluntary Leave Transfer Program;
 8. Denial of request for waiver of leave donation restrictions;
 9. Disputes arising out of dues withholding situations at the local level; and
 10. Other matters mutually agreed upon by the Parties.
- B. The time limits and the method of obtaining an arbitrator as set forth in Section 2 of Article 41 of this Agreement.
- C. NTEU reserves the right to invoke the arbitration procedures of Article 41, for disciplinary actions.
- D. The Party invoking arbitration on any matter referred to in Section 1. of this Article shall notify the other Party whether it wishes to use the expedited procedure. Agreement to use the expedited procedure must be reached within five (5) workdays of the date arbitration is invoked.

Section 2 – Scheduling

The Parties and the arbitrator shall schedule a hearing to be held within thirty (30) calendar days after the arbitrator has been notified. If the arbitrator cannot hold the hearing within thirty (30) calendar days, another arbitrator will be selected. The Parties may mutually agree to extend the time limits for holding the arbitration hearing until an arbitrator is available.

Section 3 – Hearing Procedures

- A. The arbitration hearing will be held on Fiscal Service's premises at the grievant's post of duty, or at any mutually agreed upon site.

- B. The Parties agree that the purpose of these expedited arbitration procedures is to provide procedures that are economical and expeditious for resolving identified grievances.
- C. The following procedural guidelines will apply:
1. The hearing for a single case normally should not last longer than four (4) hours. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended;
 2. The hearing shall be informal;
 3. Strict rules of evidence will not apply;
 4. No transcript will be prepared;
 5. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the Parties in the most expeditious manner;
 6. It will be in the sole discretion of the arbitrator to determine who may testify;
 7. The arbitrator may exclude testimony or evidence that he/she determines to be irrelevant or unduly repetitious;
 8. The arbitrator shall have the authority and jurisdiction to render final and binding decisions on all grievances brought before him/her, subject to the parties' right to file exceptions with the Federal Labor Relations Authority. The arbitrator will also have the authority to make an aggrieved employee whole, to the extent permitted by applicable laws and regulations;
 9. The Parties have the right to present and cross-examine witnesses;
 10. When dealing with disciplinary actions, the Parties agree that the jurisdiction and authority of the arbitrator, and his/her opinions as expressed, will be confined exclusively to the validity of the disciplinary action, the authority to affirm, mitigate, and reverse Fiscal Service's decision, and provide a remedy in accordance with such authority;
 11. Upon submission of reasonable proof to the arbitrator that a witness who has personal knowledge of the facts involved cannot be physically present or otherwise available as agreed by the parties, the arbitrator may accept an affidavit. The arbitrator should accord weight to this type of evidence as the circumstances warrant. Copies of affidavits will be made available to all Parties concerned;
 12. Issues not raised by the Parties during the grievance procedure may not be raised by either Party or the arbitrator;
 13. Fiscal Service and NTEU agree that the arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement. An award may not include the assessment of expenses against either Party, unless the subject of the grievance concerns the division of expenses as they pertain to arbitration;
 14. Either Party shall have five (5) workdays following the hearing to submit a memorandum of its position to the arbitrator. If either Party intends to submit a memorandum, that

intent must be declared at the arbitration hearing. If such a memorandum is prepared, a copy will be delivered to the other Party; and

15. The arbitrator will be required to render a written decision no later than five (5) workdays after the submission of a position memoranda (if any are submitted), or, in the alternative, five (5) workdays after the hearing.

Section 4 – Arbitration Fees

The arbitrator's fees will be paid in accordance with Article 41 of this Agreement.

Section 5 – Official Time for Employees Present at the Hearing

The grievant's representative and all employees of Fiscal Service who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. The grievant will be on official time during the entire hearing.

Section 6 – Non-Precedential Nature of Expedited Arbitration Decisions

Arbitration awards rendered under these expedited procedures shall not serve as precedent in the administration of this Agreement or in subsequent arbitrations of grievances arising from the interpretations and/or application of this Agreement.

Article 43

Alternative Dispute Resolution

Section 1

Alternative Dispute Resolution (ADR) is intended to be a non-adversarial method designed to assist the Parties in addressing workplace problems outside of the traditional litigation processes. The ADR process is characterized by the use of an impartial third party to assist in resolving workplace issues and should be fair to all participants involved by being neutral, confidential, and enforceable. It is not intended to be a substitute for formal procedures.

Section 2

Fiscal Service and NTEU have established an ADR program for Equal Employment Opportunity (EEO) matters and non-EEO matters. The full content of the ADR program is located on the Fiscal Service Intranet.

Section 3

The ADR Program for non-EEO matters includes all workplace issues with the exception of the following:

- A. Suitability determinations;
- B. Termination of temporary employees;
- C. Reductions-in-force;
- D. Furloughs;
- E. Suspensions over fifteen (15) days or more;
- F. Reductions in grade or pay; or
- G. Removals for misconduct or performance.

Section 4

- A. The ADR Program for EEO matters does not replace the existing EEO complaint procedures. It supplements the existing pre-complaint procedures under 29 CFR, Part 1614, Subpart A, with the option of a mediation mechanism as part of pre-complaint processing. If the complaint is not resolved in the pre-complaint process, mediation will again be offered in the formal process in an attempt to resolve the complaint as directed under 29 CFR, Part 1614.
- B. The ADR Program creates no new rights with respect to pursuing a formal complaint under the formal EEO complaint procedures of 29 CFR, Part 1614.

Section 5

Participation in the ADR Program for EEO and non-EEO matters is voluntary for the employee; however once requested, it is mandatory for the management official.

Article 44

Performance and Incentive Awards

Section 1 – General

- A. Awards are paid at the discretion of Fiscal Service and are subject to budgetary limitations. Awards shall include performance and incentive awards and shall be made in a fair and equitable manner on the basis of merit.
- B. Performance Awards recognize employee contributions as reflected in their annual performance appraisal. Performance awards can be in the form of cash, Quality Step Increase (QSI) or Time Off Award.
- C. Incentive Awards include Suggestion Awards, “On-the-Spot Awards,” Time Off Awards, Special Act Awards, and other one-time awards issued to an employee or group of employees for specific, non-recurring accomplishments or efforts that exceed normal job requirements.
- D. There is no entitlement to a performance award or other type of incentive award. Management has determined that Fiscal Service shall implement all awards programs in a fair and equitable manner and consistently with the terms of this Article.
- E. On an annual basis, Fiscal Service will provide the NTEU National Office with data, in an excel data spreadsheet:
 - 1. On awards for bargaining unit employees, including the following information: a complete listing of all eligible bargaining unit members by name, which includes organizational unit, NTEU chapter, rating, type of award, amount of award, time off hours, salary, grade, step, current annual salary (base + locality), effective date, time spent in current bargaining unit position, gender and race/national origin (if available); and
 - 2. On performance ratings for bargaining unit employees, including the following information: a complete listing of all eligible bargaining unit positions, which includes organizational unit, NTEU chapter, rating, salary, grade, step, current annual salary (base + locality), effective date, time spent in current bargaining unit position, gender and race/national origin (if available).

Fiscal Service will provide each NTEU Chapter President with awards data for his/her respective region.

Section 2 – Funding

- A. Fiscal Service has determined the award pool will be 1.75% of the aggregate salary dollars for all employees on Fiscal Service rolls as of September 30 of the previous fiscal year. In the event the Office of Management and Budget (OMB), the Office of Personnel Management (OPM), and Department of the Treasury (Treasury) issue any guidance that includes a limitation on awards, then the Bureau has determined that it will comply with the guidance and issue awards to the fullest extent authorized by the guidance.

- B. Should Fiscal Service determine to change the award pool as defined in Section 2.A., it will provide NTEU at least sixty (60) days advance notice and the opportunity to negotiate the impact and implementation of the proposed change. The notification shall include the reasons for the modification and whether the Bureau will issue awards to non-bargaining unit employees, including Executives, as well as the total dollar value of such awards.

Section 3 – Performance Awards

- A. Performance Awards are based on an employee's annual performance appraisal and will only be paid after the end of a full annual performance appraisal cycle. The amount of these awards will be based on the employee's summary appraisal rating.

- 1. Fiscal Service will authorize the following awards for the following ratings:

<u>Summary Rating Level</u>	<u>Percentage of Salary</u>
Outstanding	1.5%
Exceeds Expectations	1.0%

- 2. If OMB, OPM or Treasury recommends that less than 1.75% of aggregate salaries be issued in awards, the award percentages described above will be decreased proportionately. (For example, if OMB, OPM or Treasury recommends a 1% maximum, then the percentage of salary is approximately .85% for Outstanding and approximately .57% for Exceeds Expectations.)
 - 3. The awards listed in the chart (3.A.1.) will be paid as a percentage of the employee's base salary, including locality pay.
 - 4. Performance awards for employees with a performance rating of "Meets Expectations" may be paid at the discretion of management with approval from an Assistant Commissioner/Executive Director, or equivalent.
- B. A Quality Step Increase (QSI) may be granted based on an employee's annual performance appraisal when the following standards are met:
 - 1. The employee receives an overall outstanding rating on his/her annual performance appraisal.
 - 2. The employee is expected to remain for at least ninety (90) days in the same position or in a similar position at the same grade level in which the performance is expected to continue at the same level.
 - 3. The employee is a General Schedule (GS) employee.
 - 4. At least fifty-two (52) calendar weeks must have passed since the granting of a previous QSI.
 - C. When management approves a performance award, the employee will be given the option to choose between a cash award or equivalent Time Off Award.

Section 4 – Incentive Awards

A. Suggestion Awards

1. Fiscal Service and NTEU agree that suggestion awards will be administered in accordance with either Chapter 451 of the Financial Management Service's (FMS) Manual of Administration (MOA) for legacy FMS employees, or with the Bureau of the Public Debt's (BPD) Personnel Directive Number 451-1 of BPD's Personnel Directive System (PDS) for legacy BPD employees, until a successor personnel manual to the MOA or PDS is adopted.
2. Suggestions submitted by bargaining unit employees will be considered for adoption within sixty (60) calendar days of receipt. Management will issue a decision in writing, or the reason for its inability to decide and an estimated date for a decision, within this sixty (60) day time period to the employee who submitted the suggestion. If applicable, the decision shall include reasons for non-adoption. In the event Fiscal Service rejects a suggestion and adopts the suggestion within one (1) year, Fiscal Service will consider the employee for an appropriate award.

B. Special Act Awards

Special Act Awards may be issued to provide recognition for a significant accomplishment or effort performed beyond expectations on a one-time project or activity by an employee or group. If an employee's contributions result in improved efficiency, economy, or other improvement to government operation, or to mission accomplishment, a Special Act award may be appropriate. Generally, a Special Act Award is paid for a contribution that is not likely to be reflected in a performance appraisal/award.

C. On-the-Spot (Spot) Awards

1. Spot Awards are smaller Special Act Awards that can be approved and paid more quickly than a typical Special Act Award.
2. Spot awards are based on an employee's performance of assigned tasks that may fall within or outside of the job responsibilities normally assigned to the employee's position. The contribution should occur over a period of short duration.
3. Spot awards are increased to account for income taxes and other withholdings so that employees receive the full dollar amount of the approved award.
 - a. Cash Spot Awards range from \$50 to \$500. Time Off Spot Awards range from one (1) to twenty (20) hours (in one hour increments) per individual or group award.
 - b. If a Group Spot Award is paid, the total dollar amount may not exceed the \$500 or – twenty (20) hour limit.

D. Time Off Awards

1. Time off is an excused absence, granted to an employee without charge to leave or loss of pay.

2. Time off may be granted to employees, as an award in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of Government operations.
3. The decision to recommend an employee for a Time Off Award in place of a cash award is at the discretion of the recommending official. The recommending official may consider employee preference in determining the award; however, employee preference will not be binding.
4. Time Off Awards should be proportionate to the value of the contribution being recognized and be determined in accordance with the Treasury policy addressing Time Off Awards.

E. Time Off Award Limitations

1. Single Award

- a. For a full-time employee, a single award may not exceed forty (40) hours.
- b. For a part-time employee or an employee with an uncommon tour of duty a single award may not exceed one-half (1/2) the average number of hours in the employee's biweekly scheduled tour of duty.

2. Multiple Awards

- a. For a full-time employee, the total amount of time off granted during a leave year may not exceed eighty (80) hours.
- b. For a part-time employee, or an employee with an uncommon tour of duty, the total amount granted during a leave year may not exceed the average number of hours in the employee's biweekly scheduled tour of duty.

F. Use of Time Off

1. Time off granted under this section shall be subject to approval by Fiscal Service under the criteria established for use of accrued annual leave.
2. Time off granted under this Section must be used within one (1) year after the effective date of the award. If not used within a year, any time off will be forfeited. Therefore, time off granted under this Section should normally be scheduled and used prior to any annual leave.
3. A Time Off Award may not be converted to cash payment under any circumstances. When an employee separates from Fiscal Service, including transfers to other agencies, any unused time off will be forfeited.

Section 5 – Program Review

- A. Fiscal Service and NTEU National Partnership Council will annually conduct a study of the performance management and awards programs. The purpose of the study shall include identifying ways to improve these programs.
- B. At the first meeting of the Council, the Council will discuss and consider the establishment of local awards committees that will recognize noteworthy bargaining unit employee contributions, which have furthered the mission of Fiscal Service.

Section 6 – Individual Requests for Review

- A. An employee may submit a written inquiry to his/her immediate supervisor concerning his/her eligibility for an incentive award. The inquiry shall include the type of award to which the employee believes he/she is entitled and a specific reference to the performance, special act or service that warrants the award.
- B. The supervisor will give serious consideration to the inquiry and respond in writing within twenty (20) workdays. The response shall include a decision on whether the supervisor concurs with the employee's position and if not, the reasons for non-concurrence.
- C. If the supervisor concurs with the employee, the supervisor shall, within ten (10) workdays, recommend that an award be issued. The recommendation shall be reviewed by the second level supervisor and, if approved, submitted through the automated HR processing system.

Section 7 – Processing Recommendations

After the supervisor has considered all employees assigned to him/her for awards and determined that one (1) or more employees merit awards, the supervisor shall promptly recommend the employee(s) for such an award. Such recommendations are subject to budgetary, statutory and regulatory constraints.

- A. After the supervisor has considered all employees assigned to him/her for awards and determined that one (1) or more employees merit awards, the supervisor shall promptly recommend the employee(s) for such an award. Such recommendations are subject to budgetary, statutory and regulatory constraints.
- B. In the event an official with the authority to do so authorizes and approves a QSI and an administrative error delays the issuance of the QSI, then the Bureau will pay the QSI retroactive to the date upon which the QSI should have been effective, had the administrative error not occurred.

Article 45

Child Care Assistance Program

Section 1 – General

- A. Fiscal Service shall establish a Child Care Assistance Program (CCAP), pursuant to Public Law 107-67 §603 and 5 CFR Part 792, Subpart B, and subject to budgetary considerations. The intent of the CCAP is to assist lower income employees with child care costs for children who are, or will be, enrolled in licensed child care facilities.
- B. The policy, requirements, and forms for the CCAP will be available on the Fiscal Service Intranet.

Section 2 – Program Characteristics

- A. Full and part-time employees who:
 - 1. Have (or are the legal guardian of) a child or children age thirteen (13) or younger (age eighteen (18) or younger if the child is disabled)
 - and
 - 2. Use a home- or center-based child care provider that is licensed or regulated by state and/or local authorities, are eligible to participate in the program based on the criteria below.
- B. The subsidy paid is a percentage of the eligible child care expenses of the employee and is based on total household income (based on Adjusted Gross Income from the prior year's tax return(s)), total household size, and the number of children in licensed daycare.

ONE CHILD IN LICENSED CARE

TOTAL FAMILY INCOME		SUBSIDY AMOUNT BASED ON HOUSEHOLD SIZE			
FROM	TO	2	3	4	5 OR MORE
\$0.00	\$30,000	45%	46%	47%	48%
\$30,001	\$35,000	40%	41%	42%	43%
\$35,001	\$40,000	35%	36%	37%	38%
\$40,001	\$45,000	30%	31%	32%	33%
\$45,001	\$50,000	25%	26%	27%	28%
\$50,001	\$55,000	22%	23%	24%	25%
\$55,001	\$60,000	19%	20%	21%	22%

TWO CHILDREN IN LICENSED CARE

TOTAL FAMILY INCOME		SUBSIDY AMOUNT BASED ON HOUSEHOLD SIZE			
FROM	TO	3	4	5	6 OR MORE
\$0.00	\$30,000	49%	50%	51%	52%
\$30,001	\$35,000	44%	45%	46%	47%
\$35,001	\$40,000	39%	40%	41%	42%
\$40,001	\$45,000	34%	35%	36%	37%
\$45,001	\$50,000	29%	30%	31%	32%
\$50,001	\$55,000	26%	27%	28%	29%
\$55,001	\$60,000	23%	24%	25%	26%
\$60,001	\$65,000	20%	21%	22%	23%

THREE OR MORE CHILDREN IN LICENSED CARE

TOTAL FAMILY INCOME		SUBSIDY AMOUNT BASED ON HOUSEHOLD SIZE			
FROM	TO	4	5	6	7 OR MORE
\$0.00	\$30,000	56%	57%	58%	59%
\$30,001	\$35,000	51%	52%	53%	54%
\$35,001	\$40,000	46%	47%	48%	49%
\$40,001	\$45,000	41%	42%	43%	44%
\$45,001	\$50,000	36%	37%	38%	39%
\$50,001	\$55,000	33%	34%	35%	36%
\$55,001	\$60,000	30%	31%	32%	33%
\$60,001	\$65,000	27%	28%	29%	30%
\$65,001	\$70,000	25%	26%	27%	28%

- C. The percentages listed in the charts represent the maximum benefit allowed based on the number of children, household size, and total household income. The actual amount offered will depend on the amount of funds available for the program and the number of qualified applicants each fiscal year.

- D. If sufficient funding is available, Fiscal Service will pay for each approved, qualified applicant's child care costs at the appropriate percentage level shown in the tables above. If funding is inadequate to pay all eligible child care costs in full, available funds will be prorated across all qualified applicants.
- E. In the event both parents (or legal guardians) work for Federal government agencies offering a child care subsidy program, the employee may only select one of the available programs.

Section 3 – Program Application Procedures

- A. Open season will run for a period of four (4) weeks (two (2) full pay periods), beginning the first full pay period in September, with assistance commencing the month of October (i.e., child care costs for the month of October will be invoiced and paid during the month of November). Employees may apply for assistance at any time during the fiscal year, but assistance will not be paid retroactive for missed months of the fiscal year.

Eligible employees must complete and submit the following to apply for participation:

1. Fiscal Service Child Care Assistance Program Form;
 2. Child Care Provider Information For the Child Care Subsidy Program for Federal Employees (OPM Form 1644), completed by the child care provider;
 3. A copy of the child care provider's license;
 4. A copy of the most recent signed and dated Federal Income Tax (FIT) Return. For married employees who filed separately, this includes a signed and dated copy of the spouse's FIT Return.
 5. A copy of the most recent Wage and Tax Statement (Form W-2) for each adult listed (parents or legal guardians);
 6. A copy of the two most recent Leave and Earnings Statements (or equivalent) for each adult listed (parents or legal guardians);
 7. A copy of the employee's most recent Notification of Personnel Action (Form SF-50);
and
 8. A copy of the child(ren)'s birth certificate; and proof of enrollment of the child(ren) in the child care facility.
- B. Fiscal Service will approve applications submitted by eligible employees that are complete and meet the criteria contained in applicable law and regulation, and the terms of this Agreement. On an annual basis, participating employees must submit an updated application for approval/recertification.
 - C. The employee will be notified in writing as to whether his/her submitted application is approved, and if disapproved, the reasons for the disapproval.

Section 4 – Program Administration

- A. Once approved, monthly subsidy payments under this Program will be made directly to the child care provider based on services actually rendered. Fiscal Service will make such payments when it receives the monthly invoice from the child care provider no later than the last day of the month following the month for which payment is requested (e.g., to obtain subsidy for services rendered in February, the employee must provide the invoice no later than March 31st).
- B. In the event an employee no longer meets the eligibility criteria or the employee's household income changes the monthly subsidy amount to be paid, the employee will notify the CCAP Coordinator immediately of the circumstances in writing. The employee will be responsible for reimbursing Fiscal Service for any overpayment resulting from the employee's delay in notifying the CCAP Coordinator.
- C. If an employee changes his/her child care provider, he/she must notify the CCAP Coordinator of such by completing the appropriate paperwork.
- D. Employees are responsible for determining and addressing all income tax consequences relating to the receipt of a subsidy under this Program.

Appendix 8-1

**NOTICE OF RESPONSIBILITY TO
TRUTHFULLY ANSWER QUESTIONS**

You are here as part of an administrative investigation. Pursuant to Title 31, Part 0.207 of the Code of Federal Regulations, you are required to answer questions asked by the interviewer truthfully. Refusal to answer questions or failure to answer truthfully may independently form the basis for a disciplinary or adverse action or lead to a more severe penalty.

I have read and understand the above information.

Print Name: _____ Date: _____

Signature: _____

NOTICE OF REPRESENTATIONAL RIGHTS

During this interview, pursuant to 5 USC 7114(a)(2)(B), you have the right to be represented by a person designated by the National Treasury Employees Union, if,

- a) You reasonably believe the results of this interview may result in disciplinary action against you; and
- b) You request representation.

I acknowledge receipt of this notification of my right to representation.

Print Name: _____ Date: _____

Signature: _____

Investigator Name: _____

Investigator Signature: _____

APPENDIX 8-2

MIRANDA WARNING

1. You have the right to remain silent.
2. Anything you say can and will be used against you in a court of law.
3. You have the right to talk a lawyer and have one present with you while being questioned.
4. If you cannot afford to hire a lawyer, one will be appointed to represent you before any questioning.
5. You may also waive the right to counsel and your right to remain silent and you may answer any questions or make any statements you wish. If you decide to answer questions, you may stop answering questions at any time to consult with an attorney.
6. Do you understand what you have just been told?

APPENDIX 8-3

KALKINES RIGHTS

Before we ask you any questions, it is my obligation to inform you of the following:

You are here to be asked questions pertaining to your employment with the Bureau of the Fiscal Service and the duties that you perform for Fiscal Service. You have the option to remain silent, although you may be subject to removal from your employment with the financial management service if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions proposed to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to criminal prosecution for any false answer that you may give.

APPENDIX 8-4



NATIONAL TREASURY EMPLOYEES UNION

Chapter _____

The employee's exclusive representative for all eligible employees is Chapter ____ of the National Treasury Employees Union (commonly known as "NTEU"). So that your chapter may provide maximum services and opportunities to employees, NTEU invites you to furnish the following information.

Name: _____
Last First Middle Initial

Address: _____
Number Street

City State Zip Code

Work Phone: _____ Home Phone: _____

SSN: _____ Office/Division/Branch: _____

I am interested in learning more about the following Union activities and/or working in one of these areas:

- Steward Membership Recruiting Legislative
- Social Membership Services Public Relations

I would like information on the following NTEU programs:

- Term Life Insurance Auto & Homeowners Insurance
- Hospital Indemnity Plan Short-term Disability
- Credit Cards Car Rental Discounts
- Hotel Discounts Real Estate Services
- Moving Services Critical Illness & Cancer Insurance
- Accidental Death/Dismemberment Coverage

APPENDIX 8-5

EMPLOYEE BILL OF RIGHTS

The Parties agree to the following:

1. Fiscal Service employees and management officials should be treated with respect;
2. Fiscal Service employees should be trained and given instructions to perform their jobs;
3. Fiscal Service employees are entitled to a copy of their performance plans;
4. Fiscal Service employees should be encouraged to participate in the Career Development (CADE) Program; and
5. Fiscal Service employees should be encouraged to participate in the Suggestion Program.

APPENDIX 11-1

Dues Tape Codes

Information Codes used on the NTEU biweekly dues withholding tape generated by the National Finance Center.

<u>Code</u>	<u>Description</u>	<u>Explanation</u>
D	Continuing	Dues withholding is continuing to be withheld.
E	Insufficient Pay	No union dues were deducted because the employee either did not receive any pay or there were insufficient funds remaining for the union dues after higher precedence deductions were taken.
F	New Allotment	Represents the first pay period that a new allotment is effective. If there are insufficient funds for dues withholding during the first pay period, Code F will be used as the Information Code for that pay period. Information Code E will not be used in these instances.
G	Revocation	Appears on the magnetic tape only during the pay period in which dues withholding is revoked (terminated), and represents allotments that have been permanently terminated.
H	Separation (Other than Retirement)	Identifies all employees separated during the pay period, except for those who retire.
I	Pay adjustments (plus amounts only)	Adjustments that are being paid to NTEU.
J	Movement out of recognition area	Identifies employees who are permanently transferred or reassigned to a non-bargaining unit position.
K	Seasonal employee, or on-call employee, to nonduty status (pay period that seasonal or on-call employee is placed in non-duty status)	Seasonal employees or on-call employees, Work Schedule Codes G, H, J, Q, R, or T who are placed in a non-duty status will be identified by Information Code K in the pay period the action occurs. (Thereafter they will be identified by Information Code N until they pay period they return to duty.)

Appendix 32-1

Definition of Serious Health Condition

Code of Federal Regulations
Title 29 Chapter 5 Part 825

§825.113 – Serious Health Condition

- A. For purposes of FMLA, *serious health condition* entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care as defined in §825.114 or continuing treatment by a health care provider as defined in §825.115.
- B. The term *incapacity* means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.
- C. The term treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- D. Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness or allergies may be serious health conditions, but only if all the conditions of this section are met.

§825.114 – Inpatient care

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity as defined in §825.113(b), or any subsequent treatment in connection with such inpatient care.

§825.115 – Continuing treatment

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- A. *Incapacity and treatment.* A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 1. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
 2. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
 3. The requirement in paragraphs (a)(1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.
 4. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
 5. The term *extenuating circumstances* in paragraph (a)(1) of this section means circumstances beyond the employee's control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a health care provider determines that a second in-person visit is needed within the 30-day period, but the health care provider does not have any available appointments during that time period.
- B. *Pregnancy or prenatal care.* Any period of incapacity due to pregnancy, or for prenatal care. See also [§825.120](#)
- C. *Chronic conditions.* Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 1. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- D. *Permanent or long-term conditions.* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

- E. *Conditions requiring multiple treatments.* Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:
 - 1. Restorative surgery after an accident or other injury; or
 - 2. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
- F. Absences attributable to incapacity under paragraph (b) or (c) of this section qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive, full calendar days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

§825.123 – Unable to perform the functions of the position

- A. *Definition.* An employee is unable to perform the functions of the position where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. 12101 *et seq.*, and the regulations at 29 CFR 1630.2(n). An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.
- B. *Statement of functions.* An employer has the option, in requiring certification from a health care provider, to provide a statement of the essential functions of the employee's position for the health care provider to review. A sufficient medical certification must specify what functions of the employee's position the employee is unable to perform so that the employer can then determine whether the employee is unable to perform one or more essential functions of the employee's position. For purposes of FMLA, the essential functions of the employee's position are to be determined with reference to the position the employee held at the time notice is given or leave commenced, whichever is earlier. See §825.306.

§825.306 – Content of medical certification for leave taken because of an employee's own serious health condition or the serious health condition of a family member

- A. *Required information.* When leave is taken because of an employee's own serious health condition, or the serious health condition of a family member, an employer may require an employee to obtain a medical certification from a health care provider that sets forth the following information:
 - 1. The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization;
 - 2. The approximate date on which the serious health condition commenced, and its probable duration;

3. A statement or description of appropriate medical facts regarding the patient's health condition for which FMLA leave is requested. The medical facts must be sufficient to support the need for leave. Such medical facts may include information on symptoms, diagnosis, hospitalization, doctor visits, whether medication has been prescribed, any referrals for evaluation or treatment (physical therapy, for example), or any other regimen of continuing treatment;
 4. If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions, and the likely duration of such inability (see §825.123(b) and (c));
 5. If the patient is a covered family member with a serious health condition, information sufficient to establish that the family member is in need of care, as described in §825.124, and an estimate of the frequency and duration of the leave required to care for the family member;
 6. If an employee requests leave on an intermittent or reduced schedule basis for planned medical treatment of the employee's or a covered family member's serious health condition, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the dates and duration of such treatments and any periods of recovery;
 7. If an employee requests leave on an intermittent or reduced schedule basis for the employee's serious health condition, including pregnancy, that may result in unforeseeable episodes of incapacity, information sufficient to establish the medical necessity for such intermittent or reduced schedule leave and an estimate of the frequency and duration of the episodes of incapacity; and
 8. If an employee requests leave on an intermittent or reduced schedule basis to care for a covered family member with a serious health condition, a statement that such leave is medically necessary to care for the family member, as described in §§825.124 and 825.203(b), which can include assisting in the family member's recovery, and an estimate of the frequency and duration of the required leave.
- B. DOL has developed two optional forms (Form WH-380E and Form WH-380F, as revised) for use in obtaining medical certification, including second and third opinions, from health care providers that meets FMLA's certification requirements. Optional form WH-380E is for use when the employee's need for leave is due to the employee's own serious health condition. Optional form WH-380F is for use when the employee needs leave to care for a family member with a serious health condition. These optional forms reflect certification requirements so as to permit the health care provider to furnish appropriate medical information. Form WH-380-E and WH-380-F, as revised, or another form containing the same basic information, may be used by the employer; however, no information may be required beyond that specified in §§825.306, 825.307, and 825.308. In all instances the information on the form must relate only to the serious health condition for which the current need for leave exists. Prototype forms WH-380-E and WH-380-F may be obtained from local offices of the Wage and Hour Division or from the Internet at www.dol.gov/whd

- C. If an employee is on FMLA leave running concurrently with a workers' compensation absence, and the provisions of the workers' compensation statute permit the employer or the employer's representative to request additional information from the employee's workers' compensation health care provider, the FMLA does not prevent the employer from following the workers' compensation provisions and information received under those provisions may be considered in determining the employee's entitlement to FMLA-protected leave. Similarly, an employer may request additional information in accordance with a paid leave policy or disability plan that requires greater information to qualify for payments or benefits, provided that the employer informs the employee that the additional information only needs to be provided in connection with receipt of such payments or benefits. Any information received pursuant to such policy or plan may be considered in determining the employee's entitlement to FMLA-protected leave. If the employee fails to provide the information required for receipt of such payments or benefits, such failure will not affect the employee's entitlement to take unpaid FMLA leave. See §825.207(a).
- D. If an employee's serious health condition may also be a disability within the meaning of the Americans with Disabilities Act (ADA), as amended, the FMLA does not prevent the employer from following the procedures for requesting medical information under the ADA. Any information received pursuant to these procedures may be considered in determining the employee's entitlement to FMLA-protected leave.
- E. While an employee may choose to comply with the certification requirement by providing the employer with an authorization, release, or waiver allowing the employer to communicate directly with the health care provider of the employee or his or her covered family member, the employee may not be required to provide such an authorization, release, or waiver. In all instances in which certification is requested, it is the employee's responsibility to provide the employer with complete and sufficient certification and failure to do so may result in the denial of FMLA leave. See §825.305(d).

Appendix 34-2

Leave Donor Form

Requests to donate leave are no longer completed via paper forms. All donations are submitted through the electronic T&A system.

An employee donating leave must complete all the information requested in the electronic T&A system.

Instructions to donate leave:

1. In the electronic T&A system, choose the Leave/Premium Pay button
2. Click Donation
3. Choose New Donation
4. Under *Leave Account*, click the Search button
5. Choose Select next to the employee to receive your donated leave
6. Fill in *Donor Position*
7. Fill in *Donor Grade*
8. Fill in *Step*
9. In the *Hours* section, type the number of annual leave hours (one (1) hour increments) you wish to donate (minimum donation is one (1) hour)
10. Choose the applicable *Account* (if not NFC Stored Account)
11. Choose *Type of Leave* from drop down
12. *Remarks* (optional)
13. Click the Save button.

The servicing Human Resources office will notify the employee, via the electronic T&A system, of the approval/disapproval of the request, including the reason for the disapproval when applicable.