

BARGAINING AGREEMENT

Between

AFGE LOCAL 2450

and

U.S. OFFICE OF PERSONNEL MANAGEMENT

RETIREMENT SERVICES

Boyers, Pennsylvania

January 2007

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PREAMBLE

Pursuant to Title 5, United States Code, Chapter 71, this agreement, together with all appendices attached hereto, constitutes the full and complete agreement between the Retirement Operations Center, Boyers, PA of the U.S. Office of Personnel Management (hereafter referred to as the "Employer"), and the American Federation of Government Employees, AFL/CIO, Local 2450.

The intent and purpose of this agreement is to promote the effective accomplishment of the mission of OPM and Retirement Services, and foster the well-being of the Program's employees. This mission is as follows:

"OPM's Retirement Services (RS) is responsible for honoring the service of Federal employees by ensuring quality and timely delivery of retirement services and products and by responding to retirees questions and concerns in a caring and expeditious manner. This includes providing appropriate support to Federal agencies and delivering services as required by Executive Orders and other rules and regulations."

The parties concur that this mission can best be accomplished by the application of cooperative principles and practices.

Therefore, the parties agree as follows:

ARTICLE 1

**EXCLUSIVE RECOGNITION
AND
COVERAGE OF AGREEMENT**

Section 1

The Employer hereby recognizes that the Local is the exclusive representative of all employees as defined in Section 2 of this article, and the Local recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2

The agreement is applicable to all permanent and term nonprofessional employees of the Retirement Operations Center, Boyers, PA, Office of Personnel Management, but excludes all professional employees, temporary employees, guards, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7).

Section 3

Employer as used throughout this agreement is defined as Retirement Operations Center.

Section 4

Local as used throughout this agreement is defined as Local 2450, AFGE.

ARTICLE 2

**PROVISIONS OF LAW
AND
REGULATIONS**

Section 1

In the administration of all matters covered by this agreement, officials and employees are governed by the provisions of existing or future laws and regulations of appropriate authorities, including regulations and policies set forth in the Human Resources Handbook by OPM in existence at the time this Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher agency level issued after the effective date of this Agreement that do not conflict with this agreement. The Local will be notified of such changes upon receipt by Management.

Section 2

The provisions of title 5, United States Code section 7114 (c)(1-3), will apply to this agreement.

ARTICLE 3

RIGHTS OF EMPLOYEES/EMPLOYER

Section 1

The rights of the parties shall be in accordance with Title 5, United States Code (USC), Section 7102 and Section 7106. For informational purposes only, the following language from the U.S. Code is provided:

Section 7102 of Title 5 USC, Employees' Rights, provides:

“Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right—

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.”

Section 7106 of Title 5 USC, Management Rights, provides:

“(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency – (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and (2) in accordance with applicable laws – (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees; (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; (C) with respect to filling positions, to make selections for appointments from (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating – (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (2) procedures which management officials of the agency will observe in exercising any authority under this section; or (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this

section by such management officials.”

Section 2

The Employer shall take such action consistent with the law or with directives as may be required in order to assure employees' rights and obligations described in title 5, United States Code, Chapter 71 are protected and that no interference, restraint, coercion, or discrimination is practiced within the activity to encourage or discourage membership in any employee organization. Further, as required by law, the Employer will publicize annually employee rights to representation.

Section 3

In accordance with title 5, United States Code, section 7115, nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the labor organization in the form of dues.

Section 4

The Employer and Local agree that voluntary support of community charity and fund raising projects such as the CFC is commendable and both should cooperate in these efforts.

ARTICLE 4

**COOPERATION IN APPLICATION
OF THE AGREEMENT**

Section 1

The Employer and the Local have the obligation to assure that all Management and Local officials respectively are aware of the rights and obligations of both parties and the contents of the agreement to ensure a climate of cooperation in the administration of the agreement.

Section 2

The Employer and the Local acknowledge their mutual responsibility to bring concerns regarding the proper administration of the provisions of this agreement to the attention of the other party as soon as such problems are noticed. However, all parties retain the right to grieve and take other appropriate actions.

ARTICLE 5

UNION REPRESENTATION

Section 1

The Employer agrees to recognize the officers (President, Vice President, Secretary, Treasurer, and two Chief Stewards) duly designated by the Local to represent employees covered by this agreement. The Employer agrees to the appointment of 1 steward for every 27 bargaining unit employees.

The Local will furnish a current list of all stewards and officers, on an annual basis and as changes are made, to ROC Group Chiefs and the head of OPM-Human Resources. Each steward and officer will be an employee of the bargaining unit. The Employer will not be obligated to recognize any steward or officer until they have been so designated in writing to the Employer.

Section 2

Supervisors will recognize the responsibility of the Local's officers and stewards in the performance of their duties under the terms of this agreement and title 5, United States Code, Chapter 71, as amended.

Section 3

Reasonable amounts of official time for representational duties to include bargaining, grievances, and union-initiated meetings with management, other appropriate authorities, and all third-party proceedings, will be allowed. The union officer/steward will notify his/her supervisor prior to using the official time and notify his/her supervisor of the end of the official time regarding the total amount of official time used. In doing so, both parties will consider the need to balance the effective conduct of OPM business with the rights of employees to be represented in matters relating to their employment and the amount of time that is necessary to accomplish the specific task for which time is used. If the Union officer or steward and his/her supervisor are unable to reach agreement over what constitutes a reasonable amount of official time, the dispute will be brought to the attention of the Union President and the appropriate Group Chief for resolution.

It is the responsibility of the supervisor to submit a completed SF-1502 per pay period to the Employee Relations team in OPM-Human Resources. It is the responsibility of the steward to notify their supervisor of the official time used.

Section 4

The Employer agrees that officers of the Union, including National officers and other duly

designated representatives of the Union who are not active employees of the Agency, will be admitted to Center facilities upon approval of the Group Chief responsible for Center Security. These representatives will only be admitted to the facility to conduct official business related to the collective bargaining agreement or other labor-management relations matters. There shall be no interruption of the work of the unit employees, except as expressly sanctioned by the Employer. Such officers and representatives will adhere to established security regulations.

Section 5

Solicitation of membership and activities concerned with the internal management of the Local, including activities involving collection of dues, assessments, or other funds; membership meetings; campaigning for Local office; conducting of Local elections; and all other internal Local business activities will not be conducted during working hours. No internal union business is authorized under the official time provisions of this contract.

Section 6

The Employer and the Local agree that communication between the parties is of paramount importance. The Group Chief and/or designee will meet with the Local President and the Vice President or designee(s), on a regularly scheduled basis, at least bi-monthly, to discuss matters of mutual concern. Either party may request to meet at other times to discuss matters of concern, and shall notify the other party in advance of the nature of the concern.

Section 7

Following the effective date of this agreement, the Local's officers and stewards will be authorized up to 2 hours for training on the provisions of the Agreement. The Local will be authorized official time not in excess of 5 work days annually for the President, Vice President and Treasurer; and official time not in excess of 2 work days annually for the union stewards to attend and participate in training which is of mutual benefit to the Employer and Local. Requests will be made in writing to the appropriate Group Chief as soon as possible in advance of the training. These requests will be accompanied by a course description, training agenda, and course schedule.

Section 8

All new employees will be provided with appropriate orientation programs conducted on a timely basis. The Local's representative must have an opportunity to discuss the Union role and services, and distribute material describing Union services and employee rights under title 5 United States Code, Chapter 71 at the conclusion of these orientation programs.

Section 9

The Employee All-Purpose Committee (EAPC) in Boyers is a committee that serves all the employees at the ROC. The committee is recognized and operates under the protective umbrella of the Local. Neither the Local, nor Management, will attempt to implement any change(s) to the committee without negotiating with the other party on such proposed changes. Such changes must be mutually acceptable to both parties before implementation. A union steward will be appointed to the committee to attend the meetings.

ARTICLE 6

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1

The Employer and the Local agree that training and development of employees are matters of critical importance to the parties. The Employer and the Local mutually endorse the desirability of promoting a positive program of employee development to the extent funds permit using appropriate training and development techniques. Further, the Employer and the Local recognize that it is in the best interest of both parties to provide an opportunity for the exchange of ideas on training at appropriate times and will utilize the meetings specified in Section 7 of Article 5, for said purpose. Employee development is defined as all forms of development permitted by government and agency regulations. The Local recognizes that the assignment of training, including the decisions as to who will be trained, the types of training, and the frequency and duration of training are an exercise of management's rights to assign work. The Local agrees that it will actively support programs to encourage self-development activities on the part of employees.

Section 2

The Employer will provide a specified location within the Center where information concerning training courses and programs which are available through government sources will be maintained and will be made available for employees to review.

Section 3

An employee may request financial assistance for a non-government training course prior to commencement of the course. The Employer shall consider such a request subject to the budgetary constraints of the Employer and to the extent that the request meets all agency and government-wide requirements. If management approves any such request, assistance will be for tuition and related course costs only. Reimbursement to the employee will be prorated based on the training funds available. In order to be reimbursed for training, an employee must provide documentation showing that the course was satisfactorily completed.

Section 4

An employee may submit evidence of any completed training through the Retirement Services Resource Management Office. Such evidence will be submitted for inclusion in the employee's training record as appropriate. A copy may also be maintained by the employee's supervisor.

Section 5

The Employer and the Local recognize that the nomination and selection of employees for training will continue to be made in accordance with all applicable laws, rules, and regulations.

Section 6

Employees who participate in an educational or training program may request a work schedule adjustment to accommodate their participation in such activities. Any adjustments must meet all the provisions of Article 11, Basic Work Week and Hours of Work.

Section 7

The parties recognize that due to the project nature of term work, it may be necessary to limit the scope of training for term employees to that which is directly related to the duties of the position for which the term employee was hired.

ARTICLE 7

**PERFORMANCE EVALUATION REQUIREMENTS
AND
PERFORMANCE AWARDS**

Section 1

It is the responsibility of supervisors to evaluate the performance of their employees both individually and as members of teams. Such evaluations will be conducted in accordance with the provisions of pertinent regulations and agency requirements. Employees who have been rated below the fully successful level may request a new evaluation a minimum of ninety (90) days after their annual performance appraisal when there is evidence that performance has significantly improved.

Section 2

The supervisor is responsible for informing employees of performance requirements. Supervisors will explain to employees the essential elements of the evaluation process, including its importance, value, rating levels, and rights of review. Performance evaluations will be thoroughly discussed with the employee in private. The employee has the right and will be encouraged to state their views. Provisions will be made for the employee to indicate their agreement or disagreement with the evaluation. An employee will be given a copy of the final and totally completed evaluation form for their records.

Section 3

The parties agree that the award program will be administered in accordance with current OPM awards policies. The Employer agrees that the Local will be informed of proposed changes in awards nominating criteria and further agrees to negotiate concerning the implementation of such changes.

ARTICLE 8

PROMOTIONS/REASSIGNMENTS/DETAILS

Section 1

The parties agree that internal placement actions to positions that are in the competitive service and in the bargaining unit, such as promotions and certain reassignments, transfers, reinstatements, demotions, details and training opportunities will be handled in accordance with OPM's Merit Staffing Policy as detailed in OPM Human Resources Manual Chapter 335, Promotion and Internal Placement.

The parties recognize that the objective of the merit staffing policy is to fill competitive service positions from among the best qualified candidates available from appropriate sources, considering both immediate and long term needs. Fair and open competition and selection based upon relevant competencies are the keystones of this policy.

Section 2

Candidates will be evaluated on the basis of the knowledge, skills, and abilities necessary to satisfactorily perform the duties of the position. OPM-Human Resources will certify candidates from the best qualified group, if available, to the selecting official.

Candidates' qualifications will be evaluated on the basis of pertinent job-related information. The candidates' application forms and current performance appraisal and supplemental forms if required, may serve as the basic sources of information.

The selecting official will review the qualifications of the employees on the promotion certificate. Selection interviews may be held to help make a selection.

Section 3

Applicants within the bargaining unit found to not be basically qualified for the position for which they applied will be notified by OPM-Human Resources and will have five (5) workdays from the date of the notification letter to seek a review of their application. If, at this time, the employee is found to be basically qualified, his/her application will be processed under the same procedures applied to all other applicants for the position(s). The review will consider only material submitted with the original application, and will not be an opportunity for the submission of additional material.

Section 4

The effective date of a promotion of an employee who is selected under these procedures will not be delayed more than two (2) pay periods from the recorded approval of the selecting official having jurisdiction over the position to be filled.

The Employer shall maintain the records of each promotion action for the period required by Personnel Records Retention Schedules.

Section 5

The following information will be made available in writing on request to an employee and/or, upon appropriate written designation, to his/her Local representative:

1. Any record of production or any supervisory evaluation of current or past performance used in considering such employee for promotion.
2. Concerning specific promotion actions:
 - Whether the employee was considered;
 - Whether the employee was determined to be eligible on the basis of minimum qualifications;
 - Whether the employee was referred to the selection official and was included in the group from which the selection was made;
 - Who was selected for promotion;
 - In what areas, if any, the employee should seek improvement in order to increase his/her chances of promotion in the future (this feedback could come from either the HR Office or from the supervisor or both).

Section 6

The Employer will make use of automated systems or other means for posting vacancy announcements. By the opening date of a local vacancy announcement, Local 2450 will be provided a copy of the announcement.

Section 7

The employer agrees that, except when the service is for a brief period, a temporary promotion should be considered as a means of meeting a situation requiring the temporary service of an employee in a higher-graded position.

Extended details (more than 120 days) to positions which have known promotion potential will be accomplished through competitive means. The Employer agrees that all details to higher-

graded positions for thirty (30) or more consecutive workdays will be documented by the Employer and included in the Official Personnel Folder.

Section 8

- 1) Management and the Local agree to jointly work together to negotiate both fair and equitable rotations for employee(s) when Management deems it necessary to rotate or detail employees.
- 2) Management agrees to inform the Local as far in advance of these details and reassignments as possible.

ARTICLE 9
WITHIN-GRADE INCREASES

Section 1

Within-grade determinations will be made in accordance with OPM Human Resources Manual Chapter 531.

ARTICLE 10

REVIEW OF POSITION DESCRIPTIONS, REQUIREMENTS AND CLASSIFICATIONS

Section 1

The Employer shall maintain classification standards and position descriptions for unit positions within OPM-Human Resources and will make them available for review by employees and the Local upon request. The employee will be allowed to have a Local representative present when reviewing his/her position description or classification standards, if the employee so desires. The Employer will make the duties and responsibilities included in a position description known to bargaining unit employees upon request. If unit employees have questions concerning the basis for the appropriate classification of their position, the Employer will answer the question(s), if possible, or refer the employee(s) to the appropriate Human Resources Specialist, OPM-Human Resources.

Section 2

All employees in the bargaining unit shall be furnished an accurate copy of their position description upon entering on duty and upon receiving a new job series or grade level and shall be afforded the opportunity to consult with the Employer for the purpose of reviewing these position descriptions. The employer will review the position description at least annually. Inaccurate position descriptions will be revised and submitted for reclassification. When a position description is changed, the employee will receive a copy of the new or revised position description. Employees who perceive inaccuracy or inequity in their position description shall have the opportunity to discuss their perception with their supervisor. The supervisor shall promptly investigate the matter and notify the employee whether a revised PD is to be prepared. When it is determined that a revision to the PD is warranted, it must be promptly prepared by the Employer. If the employee is not satisfied with the resolution at this point, he/she will be advised of the procedure for filing a classification appeal.

Section 3

The Employer agrees that phrases such as "other duties as assigned" or "other related duties" when used in the position description shall generally be interpreted as duties related to the position and at the grade level of the employee assigned to the position. The parties agree that such definition in no way restricts the Employer in the right to assign work to employees and to determine job content. If collateral duties become significant to the proper classification of a position, they should be identified in the position description.

ARTICLE 11

**BASIC WORK WEEK
AND
HOURS OF WORK**

Section 1 - Basic Work Requirements

The basic work requirement for full-time employees is 80 hours in a bi-weekly pay period. For part-time employees, the basic work requirement is the number of days and hours as determined by the appointment. Overtime hours are not counted as part of the basic work requirements.

Section 2 - Hours of Operation

Employees in Boyers may report as early as 5:00 a.m. and leave as late as 8:00 p.m. Monday through Friday.

The requirements to be present during core hours and/or to provide office coverage may put limits on actual hours of work. The parties agree to work together if work conditions change requiring a modification of hours of work, prior to the formal implementation of the change.

Section 3 - Core Hours

Core hours are the time during the day when all employees can be expected to be at work. This allows for workload management and ensures in serving the needs of a diverse customer base. The core hours are 9:30 a.m. to 3:00 p.m.

Flexible hours means the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position. Flexible hours may vary depending on the type of flexible schedule the employee is working.

Employees must schedule their flexible hours to ensure that they are present during core hours, within the parameters provided in Section 2. For example, an employee working an eight hour schedule in Boyers would not be able to set a starting time earlier than 6:30 a.m., since doing so would result in his/her workday ending before 3:00 p.m.

Section 4 - Office/Phone Coverage

All sections require sufficient office/phone coverage based upon the needs of that specific

section. The special work requirements of some offices, such as RIO, may require different hours of coverage. Consistent with the responsibility to provide customer service, supervisors will ensure that there is sufficient office and telephone coverage.

Section 5 - Lunch Periods/Breaks

The basic work-day will include an unpaid lunch period of thirty (30) minutes. After no more than six hours of duty, a 30 minute meal break must be taken.

Each employee may take a 15 minute break during each 4 hour period of work. Breaks will not be a continuation of lunch and will not be taken immediately after the beginning of the work day or immediately prior to quitting time.

Employees may elect to extend either of the 15 minute breaks, not to exceed an additional 15 minutes for each (a total of 30 minutes per day). Employees who elect to extend their breaks must work a corresponding amount of additional time at the end of that same workday to make up the amount of time by which the breaks were extended. Employees who wish to extend their break periods must communicate/coordinate with their supervisor, so the supervisor will know their whereabouts if they need to reach the employee, or in the event of an emergency.

Section 6 - Time Accounting

The parties agree that employees will check in and check out in order to allow management to account for employees during emergencies. The parties understand, however, that it remains the responsibility of employees to fulfill their obligation to account for their basic work requirements each pay period. Accordingly, in instances of leave abuse, sign-in/sign-out procedures may still be used.

Section 7 - Tours of Duty

Employees may work an Alternative Work Schedule (AWS) as set forth in this Article. The parties agree that since the ROC is a service-oriented organization, providing customer service must take priority.

The need to ensure that there is adequate coverage of those functions involving service to customers may mean that the range of options for personal schedules may be limited by customer requirements. When possible, employees will be given the opportunity to select schedules which both ensure coverage and meet their personal needs. When coverage is not sufficient, management will make the necessary staffing assignments. Basic work requirements will be fulfilled as noted in Section 2. Other schedules may be established to meet customer service requirements outside of these hours. Each full-time employee will elect, subject to supervisory approval, one of the options listed below depending upon which schedule(s) are approved for use in their organizational unit:

- 1) Flexitime Schedule--5 8-hour days per week
- 2) Alternative Work Schedule--5/4/9 Plan (8-9 hour days/1- scheduled day off per pay period/1-8 hour day of employee's choice without prior supervisory approval per pay period)
- 3) Alternative Work Schedule-- 4/10 Plan (4 – 10 hour days per week)

To the extent possible, employees will have maximum flexibility in fulfilling the requirements of their approved work schedule.

For individuals on the 5/4/9 AWS schedule, the employee will be able to choose their 8-hour day unless there is already a designated holiday during the pay period.

The parties agree that, on weeks that have a paid holiday, employees on 4/10 work schedules will be able to revert to standard 8 hour days or request to continue working 10 hour days and make arrangements for the additional 2 hours of work (e.g. request 2 hours of leave or schedule 2 hours of work during the week to account for the 2 hours); and for employees on a 5/4-9 work schedule the holiday will count as their 8 hour workday. In any week where an employee's scheduled AWS day off falls on a paid holiday, the employee shall change their AWS day off to another day that same week with supervisory approval. Any employee on a 5/4/9 AWS schedule has the option to revert to an 8-hour schedule or keep their AWS schedule and make up one hour during the pay period or take one hour of annual leave during the pay period.

Employees on temporary assignment for work or for training will observe the work schedule of the organization to which assigned.

Normally, while on travel, training, or jury duty, employees will revert to a standard 8-hour day, 40-hour week. When a pay period is interrupted by training, travel, or detail into an organization that is not participating in a flexible schedule program, the employee's 2-week pay period will be adjusted to ensure that the employee works 80 hours in a bi-weekly pay period.

Recognizing that frequent changes in work schedules may be disruptive, the parties agree that once an employee has selected a work schedule they will limit changes to their schedule as much as possible. Employees are expected to provide a one pay period advance notice when they wish to change work schedules.

The parties recognize that some project work performed by employees on Term appointments may limit their ability to work flexible and/or AWS work schedules.

Section 8 - Limits on Alternative Work Schedules

For scheduling reasons, employees are encouraged to pick a schedule and stay on it. However, in some instances the AWS day off may be changed with supervisory approval.

Because of the need to provide adequate customer service every day, employee's working a 4/10 alternative work schedule will only be permitted to have one Friday or Monday off in a pay period. The other week they would be required to take Tuesday, Wednesday, or Thursday as their day off.

When establishing AWS schedules, the total number of employees who can be off on their AWS day off on any given day may be limited to less than 30% of the employees in the work group. In no case will more than 30% of employees in any work group be scheduled off on an alternative work schedule on a given day.

If more employees in a work group want the same AWS day off than are needed to meet customer needs, some employees may have to select an alternate day off. To the extent possible, the employees in the work group will work together to try to accommodate everyone's desires. If this is not possible through voluntary means, first choice will be based on 1) length of time in the work unit; 2) oldest Service Computation Date.

Section 9 - Unanticipated Circumstances

During rare, unanticipated circumstances, employees may be asked to volunteer to change their AWS day off. If there are not enough volunteers to meet the customer need, employees will be required to work based on 1) most recent Service Computation Date, 2) length of time in the work unit.

Section 10 – Credit Hours

Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employees basic work requirement under a flexible work schedule (FWS) to vary the length of the workday or the workweek. A full-time employee can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in the employee's biweekly basic work requirement. The basic work requirement for full-time employees is 80 non-overtime hours in a 2 week pay period. Credit hours can only be earned Monday thru Friday from 5:00 a.m. to 8:00 p.m. The basic work requirement for part-time employees is determined by the appointment.

When an employee is no longer subject to an FWS program, a full-time employee will be paid for not more than 24 accumulated credit hours at his or her then current rate of pay. A part-time employee will be paid the number of credit hours accumulated not in excess of one-fourth of the hours in the employee's bi-weekly basic work requirement. An employee may use credit hours during a subsequent pay period, with supervisory approval, to allow the employee to be absent

from an equal number of hours of the employees basic work requirement with no loss of basic pay.

Prior to working credit hours, employees must request and receive approval from management. Likewise, using earned credit hours must also be requested and pre-approved by management.

Employees in a use or lose category as of October 1st of that year will not be permitted to work credit hours unless their use or lose is scheduled.

More information on credit hours may be found here –
http://www.opm.gov/oca/worksch/HTML/Cred_hrs.htm.

ARTICLE 12

EMPLOYEE RECORDS

Section 1

Supervisors at OPM are responsible for accomplishing the work of the agency by planning, coordinating, and controlling the efforts of the employees that work for them. Among other things, this involves evaluating the performance of employees, approving leave usage in such a manner to ensure that an adequate workforce is available to provide an acceptable level of service to our customers, and dealing with employee conduct that is not acceptable in the workplace. To perform these functions effectively requires that the supervisor have the information available to them to make sound decisions based on accurate and complete information. This requires that the supervisor maintain information about the employees in the organization that they manage.

The types of employee records kept, and the manner in which they are kept, are governed by a number of rules and regulations. The policy of OPM is to confine personnel records to the absolute minimum required for efficient administration, and to the maximum extent practical to maintain official personnel records in the human resources office. At the same time, OPM regulations recognize that all events, facts, and determinations that lead to a decision to take a personnel/performance action may have a relationship to future events or to adverse actions. This information may provide valuable background information. Accordingly, supervisors who make determinations or recommendations on personnel actions must maintain records adequate to allow them to make such determinations. These are generally referred to as supervisory working files or notes.

Section 2

The “personnel records” referred to in this article include the following interagency personnel records (Those records that are transferred with the employee as he or she moves from agency to agency which are established by regulation.).

- Official Personnel Folder (File containing records that cover an individual’s employment history)
- Employee Performance Folder (Includes ratings of record, supporting documentation for those ratings, and any other performance-related material required by the agency performance appraisal system.)
- Employee Medical Folder (Includes long-term occupational medical records)

They also include the following types of records that are also established by government-wide

regulation:

- Records of adverse actions, performance based actions, termination of probationers
- Recruiting, examining, and placement records
- Position classification appeals, job grading appeals, and pay appeals

All of these records are maintained within OPM-Human Resources, and are governed by a variety of requirements regarding what can be included in the record, the period for which it is maintained, etc. They are also readily available for use by supervisors and managers who have a need for information from these records in order to perform their jobs.

Section 3

No official personnel record may be collected, maintained, or retained, except in accordance with law, government-wide regulations, agency regulations, and this agreement. Employees shall be advised of the nature and purpose of their official personnel records and their location, according to title 5, Code of Federal Regulations, Part 293, subparts C and D.

Section 4

Employees and/or their representatives designated in writing shall have the right to examine their personnel records (examples: Official Personnel Folder; EEO, appeal and grievance records; position descriptions; and classifications standards) during normal duty hours.

Access to personnel records maintained at the work-site shall be provided within one business day from the time of the request. If the records are not maintained on the premises, the Employer will initiate prompt action to obtain the records from their location, within three (3) working days.

The employee shall have the right to propose and enter a concise statement of disagreement with any document filed in the temporary section of the Official Personnel Folder (OPF). It is understood that a statement of disagreement does not constitute a grievance.

Section 5

All official personnel records shall be purged and information disposed of in accordance with The Guide to Personnel Recordkeeping. The Employer will maintain a system of follow-up to assure that any written counseling, disciplinary, or similar actions with a time limit on it, is removed on the proper date.

Section 6

When requested, employees and managers will work together to document work assignments not in the employee's position description. This will include a summary of what tasks were

performed and an assessment of the employee's contributions. This information will be maintained in the supervisor's work file and referenced in the next performance appraisal.

Section 7

The Employer agrees to document details of 30 or more consecutive work days on a Standard Form 52. A copy will be placed in the employee's official personnel folder.

Section 8

Generally, employee records that the supervisor keeps are focused on the day to day tasks associated with managing a group of employees, as opposed to keeping a comprehensive personnel record of an individual's employment. As such, these supervisor notes are focused on the present or more immediate past, and generally have a limited shelf-life.

Performance - Most performance-related information maintained by a supervisor or manager regarding an employee would be expected to be related to performance in the current appraisal period. Once a supervisor has completed an annual performance appraisal on an employee (i.e. that appraisal has been approved by the reviewing official, and communicated to the employee, and any appeal period has passed without an appeal) then the performance-related information that formed the basis for the appraisal shall be destroyed. It is incumbent on the supervisor to make sure that there is sufficient information included in the performance appraisal document to support the rating given.

Conduct/leave - The parties agree that, in general, the approach to dealing with employee conduct or leave usage issues is one of the progressive steps to attempt to correct the behavior at issue. In this process, information about an employee's conduct or behavior is generally incorporated into a more formal document (Written Warning, Written Reprimand, Leave Requirement Letter, etc.) which then becomes part of an official record maintained in OPM-HR. Supervisors will initiate appropriate action to deal with problem behavior after they become aware of the behavior. Supervisors will keep notes relating to conduct or leave usage issues until some formal action has been taken, and will clean these types of records out on a regular basis, and make sure that they have a valid reason for the notes and records they keep.

Section 9

The employer will ensure that records subject to the Privacy Act are secured against unauthorized access. Supervisors and managers will make reasonable efforts to protect the confidentiality of all such records that they maintain. At a minimum, this requires that they be stored in a locked cabinet or office, or electronically in a manner where access is limited. Before divulging information from such records, the employer will ensure that the disclosure is for an authorized purpose. The parties recognize that keeping the number of such records maintained to a minimum will reduce both the burden of maintaining the records properly, and the risk that information from such records may be disclosed inappropriately. They also understand that any

employee who discloses personal information from records subject to the Privacy Act knowing that such a disclosure is unauthorized may be subject to disciplinary action.

ARTICLE 13

REDUCTION IN FORCE

Section 1

The Employer agrees to notify the Local of impending reductions-in-force affecting employees within the Bargaining Unit, and the reasons therefore, as far in advance as practical. When information becomes available, the Employer also agrees to inform the Local concerning affected competitive levels, date of action to be taken, and number of employees affected.

Section 2

The Employer agrees that vacant positions in the Bargaining Unit will be used for placement of employees otherwise to be separated by reduction-in-force, provided there is a current need and budget to fill such vacancies as determined by the Employer and provided further that such action is consistent with Office of Personnel Management rules and regulations.

Section 3

When an employee in the Bargaining Unit receives a notice of reduction-in-force, they may review the retention registers on which they are personally listed as well as registers listing employees who may be entitled to displace them and whom they may be entitled to displace. An employee in the Bargaining Unit desiring to review such records may, if they wish, be accompanied by a Local representative.

Section 4

Career and career-conditional employees in the Bargaining Unit who are separated by reduction-in-force actions, may apply to be placed on the Reemployment Priority List for the commuting area, provided they have not declined assignment at the same or higher grade than that of the position from which they were separated. The Employer agrees to consider such employees for any vacancies, temporary or permanent, for which they apply for and can qualify for, unless they have been re-employed in a permanent position in the competitive service or otherwise lose their eligibility for Federal appointment. Career employees will be maintained on the list for two (2) years and career conditional employees for one (1) year from date of separation.

ARTICLE 14

LEAVE

Section 1

Both the Employer and the Local recognize that the use of leave by an employee is both a right and a privilege. While employees have the right to make full use of their leave rights and privileges, they are also responsible for ensuring that any use of leave is for legitimate purposes as defined in the OPM Human Resources Handbook, Chapter 630. The use of leave is subject to management approval, and must be requested as far in advance as possible except in emergency situations.

Section 2

The parties agree that annual and sick leave will be granted in 15-minute increments.

Section 3 - Annual Leave

The use of annual leave is subject to the needs of the Employer and in all cases requires approval by the employee's supervisor or his/her designee. Annual leave is to be used to schedule vacations as well as for shorter periods as needed by employees.

For the purpose of developing schedules, the Employer will consider requests for annual leave for vacation purposes no later than April 1 and October 1.

When there is a conflict among employees in the same work unit in scheduling annual leave for a primary period that cannot be amicably resolved, the Service Computation Dates (Leave SCDs) of the affected employees will be used to resolve the issue. This practice may be used by an employee on only one occasion during the leave year. For purposes of this procedure, primary period is defined as forty (40) or more consecutive hours. An employee may not exercise this provision for the same primary period for more than two consecutive years.

Employees will be responsible for scheduling their annual leave throughout the leave year so that they will not be in a use or lose situation at the end of the leave year.

All requests for leave will be submitted to the immediate supervisor on an OPM-71. All prescheduled annual leave will be approved/disapproved within fifteen (15) days from receipt of the request. A copy of the leave request will be returned to the employee showing its approval/disapproval. All prescheduled leave requests which are approved, are subject to the availability of annual leave by the employee at the time of the leave approval.

In the event that an employee must request emergency annual leave, the employee must call the appropriate phone number to request leave as soon as possible on the day the emergency annual leave is needed, but no later than 9:30 a.m. on the day of the absence. In the event that a supervisor is not available, the employee shall leave a message explaining the nature and basis of their absence. If the supervisor in his/her judgment does not have sufficient information on which to base a decision regarding leave, he/she may call the employee at his/her phone number of record or other phone number as provided by the employee upon call-in. Employees are responsible for keeping their supervisor informed of their current home phone number.

In the rare event that an employee must request emergency annual leave during the work day the employee must request leave as soon as possible. If a supervisor is not available, the employee is required to submit an SF-71 to their direct supervisor via email.

Section 4 - Sick Leave

An employee may be granted sick leave in accordance with the provisions of OPM Human Resources Handbook Chapter 630.

In the event that an employee must request emergency sick leave, the employee must call the appropriate phone number to request leave as soon as possible on the day the emergency sick leave is needed, but no later than 9:30 a.m. on the day of the absence. In the event that a supervisor is not available, the employee shall leave a message explaining the nature and basis of their absence. If the supervisor in his/her judgment does not have sufficient information on which to base a decision regarding leave, he/she may call the employee at his/her phone number of record or other phone number as provided by the employee upon call-in. Employees are responsible for keeping their supervisor informed of their current home phone number.

If the employee's illness lasts for more than one workday, he/she must call in and request leave each day unless he/she has requested and received approval from the supervisor for extended leave.

In accordance with 5 CFR Chapter 630, the Employer may require supporting evidence for absences of any duration when the information provided initially by the employee is inconclusive to determine whether he/she was totally incapacitated for duty; or there is any reason to believe that a request for sick leave is not appropriate.

For employees requesting sick leave for more than 5 consecutive workdays or for employees on leave restriction, medical documentation signed by a physician stating the beginning and ending dates of the period of incapacitation must be submitted. The employee is responsible for submitting adequate documentation from the patient's physician to support any request for sick leave to care for an ill family member.

Employees may request advance sick leave in accordance with applicable Federal regulations. Requests for advance sick leave must be in writing and accompanied by adequate supporting documentation.

Section 5 - Leave Without Pay

Leave without pay (LWOP) is a temporary non-pay status and absence from duty which may be granted at the employee's written request subject to consideration of the mission and workload of the respective work unit and after the employee's presentation of medical or other satisfactory justification. It is approved leave and is, with the exception of LWOP requested under the Family and Medical Leave Act (FMLA), a privilege not a right.

Non-FMLA Leave without pay may be granted when:

1. The Employer determines that the serious needs of the employee are sufficient to offset the costs and administrative inconvenience to the Government which results from the retention of the employee in a LWOP status;
2. At least one of the following benefits will result-- increased job ability; protection or improvement of the employee's health; retention of a desirable employee; or furtherance of a program of interest to the government;
3. Workload permits; and
4. There is a reasonable expectation that the employee will return at the end of the approved period.

LWOP must be requested and approved in advance, except in cases of personal emergency. In cases of personal emergency, the employee must request emergency LWOP by contacting his/her supervisor as soon as possible at the time the emergency LWOP is needed.

LWOP requested under the FMLA will be processed in accordance with OPM Chapter 630, Subchapter 11 and 5 CFR 630, Subpart L. The Medical Certification form included in OPM Personnel HR Chapter 630 Subchapter 11 will serve as the basic document for obtaining medical certification for those employees requesting LWOP under the FMLA based on a serious health condition.

Section 6 - Maternity/Paternity Leave

Maternity/paternity leave or leave requested in connection with the birth or adoption of a child may be requested under the Family and Medical Leave Act and will be processed in accordance with appropriate rules and regulations.

Section 7

Excused absences not to exceed eighty (80) hours collectively per calendar year will be provided employees affiliated with a Volunteer Emergency Responder, for dealing with emergencies in their location. It is understood that such time will be provided only when no other personnel are available to respond to an alarm.

Section 8

Up to four hours of administrative leave may be granted to employees for giving blood during on-site blood drives which will normally be scheduled twice a year. This administrative leave is to be taken immediately after the blood is donated, and is in addition to the time required to travel to and from the donation site and to actually give blood. Employees who wish to make blood donations in addition to the on-site blood drives may schedule annual leave in order to do so.

ARTICLE 15

OVERTIME

Section 1 - Voluntary

Overtime assignments shall be distributed to qualified employees on the basis of their skills, familiarity with the work, and availability. The Employer agrees that overtime assignments will not be used as a reprisal or reward. For purposes of this Article, when an employee on the voluntary list is given the opportunity to work overtime, and does not wish to do so, he will be considered to have worked the overtime for purposes of equitable distribution.

In assigning overtime work, the Employer will attempt to meet staffing requirements utilizing volunteers from within a work unit who agree to the overtime assignment. The Employer will consider less than fully successful employees for overtime work only when there are insufficient numbers of fully successful employees available. If the list of volunteers is inadequate, the Employer may assign volunteers from outside the work unit.

Section 2 - Temporary/Term Employees

Temporary or Term employees who have been hired to perform special projects will be given priority consideration for voluntary overtime on those projects for which they were hired. Permanent employees shall have priority consideration for voluntary overtime for all other work.

Section 3 - Mandatory

As determined by workload needs, employees have an obligation to work overtime when asked to do so by appropriate management officials. If the number of qualified volunteers is insufficient to accomplish the necessary overtime work, the Employer retains the right to assign others to overtime duties.

When assigning non-voluntary overtime, management will, upon request, relieve an employee from an overtime assignment, if the reason is an emergency and there is another qualified employee available for the overtime assignment.

An employee is able to request compensatory time off in lieu of overtime in a mandatory overtime situation.

Section 4 - Procedures

When overtime has been determined to be necessary employees may be authorized to work overtime when their leave for their preceding workday was approved in advance.

When overtime is required on weekends or holidays or when the Center is closed, employees will be allowed to work no less than two hours of overtime on Saturdays and holidays when their work area is in operation. If overtime is required, the center(s) will normally be opened between the hours of 6:00 a.m. and 2:30 p.m. If overtime is authorized during the week, the employee may elect to work up to 11 ½ hours a day (regular + overtime hours) in their primary work function. Employees are encouraged to volunteer promptly when overtime needs are announced, and encouraged to adhere to their commitment once made. Abuse of overtime, as established by patterns of leave/overtime usage, may result in denial of overtime.

ARTICLE 16

HEALTH AND SAFETY

Section 1

The Employer shall, consistent with the provisions contained in 29 CFR 1960, be responsible for furnishing and maintaining places and conditions of employment that are free of hazards that are causing or likely to cause an accident, injury, or illness to the employee. The Employer and the Local acknowledge that observance of safe work practices is primarily the responsibility of each employee. The Employer and the Local will encourage all employees to observe proper safety precautions.

Section 2

The Parties agree to work to assure response to employee reports of unsafe or unhealthy working conditions and require an inspection or investigation of these reports. The Employer agrees to ensure prompt abatement of unsafe or unhealthy working conditions. When this cannot be accomplished, the Employer agrees to develop a plan setting forth a timetable and a summary of interim steps to minimize the impact of the problem.

Section 3

Safety and health inspections and surveys shall be conducted by qualified personnel twice per year to maintain a safe and healthy workplace. When an inspection or survey is made, including the inspection conducted by the General Services Administration, one Local representative and one management representative shall be invited and encouraged to participate. The employer and the Local will have follow-up meetings as necessary to discuss and address the findings of the safety inspections.

Section 4

Parties agree to refer to and follow the ROC Facility Safety & Security Handbook located on the network drive: O:\RIS\ORP\ROC and double click on the ROC folder named ROC Health, Safety & Security.

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY
and
WORKFORCE DIVERSITY

Section 1

The Local and the Employer affirm their joint commitment to equal employment opportunity (EEO), to continue achieving a high quality and diverse workforce based on merit system principles. The parties recognize that OPM prohibits any employment discrimination on the basis of race, color, religion, sex, national origin, age, disability, or in reprisal for protected EEO activity

Section 2

Employees may pursue equal employment opportunity concerns under procedures established by OPM's Center for Equal Employment Opportunity. When pursuing such concerns employees are entitled to Local representation, if they desire. Employees must generally contact the Center for EEO within 45 days of the alleged discrimination in order to seek formal EEO action (ie. filing a formal EEO complaint). Employees may also contact OPM-Human Resources for information or assistance; however, this contact will not satisfy the 45 day deadline to contact the Center for EEO.

Section 3

ROC management provides a bus equipped with the wheelchair accessible lift for use by disabled individuals. ROC management will continue the past practice of providing parking spaces in the mine, to the extent they are necessary, available and authorized by Iron Mountain, as a reasonable accommodation for qualified employees with disabilities who are unable to utilize the aforementioned bus.

Employees provided with parking as a reasonable accommodation are responsible each workday for driving in and out of the mine, arranging pick-up points and times, and resolving other logistical problems not related to their reasonable accommodation needs.

ARTICLE 18

PAYROLL DEDUCTION OF LOCAL DUES

Section 1

An "Allotment" is an authorization by an employee who is a member of Local 2450 to deduct from his/her compensation the dues for membership in Local 2450.

"Dues" means the regular, periodic amount required to maintain the member in good standing in the employee organization. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues for this purpose.

Section 2

All employees, regardless of tenure, who are carried on the payroll of the Office of Personnel Management, are included in the bargaining unit represented by Local 2450, and who are active members in good standing of Local 2450, may elect to make voluntary allotments for the payment of dues to Local 2450 under the conditions specified in this Article. These allotments are purely voluntary and are subject to the conditions governing revocation of the allotments specified below.

Section 3

Members of Local 2450 who desire to make allotments for payment of dues shall request such allotments by completing SF-1187 and/or such other forms as may hereafter be prescribed by the Comptroller General or the regulations of the Office of Personnel Management. It is agreed that Local 2450 shall procure SF-1187 and such other forms as may be prescribed for this purpose at no cost to the agency and shall make them available to all members of Local 2450. Allotment forms executed by employees desiring dues to be withheld from their compensation shall be filed by the employee with the Secretary or Treasurer of Local 2450. The Secretary or Treasurer will, in turn, promptly submit all such forms received from members of the organization to the Payroll Office.

Section 4

Dues shall be withheld in equal installments each bi-weekly pay period in the amount certified by the Secretary or Treasurer of Local 2450 as the regular dues of that organization.

The amount withheld shall not vary from pay period to pay period, unless there is a uniform change in the dues structure of Local 2450 and such change is certified to OPM-Human

Resources by the Secretary or Treasurer of Local 2450.

On the first full pay after receipt of the certification by OPM-Human Resources, OPM will begin to withhold the certified amount of dues. Uniform changes in dues structure shall automatically apply to all members of Local 2450 who have executed current authorization for allotment of compensation for the payment of employee organization dues to that Local.

A change in the amount of the allotment for payment of dues to Local 2450 may not be made more frequently than once in the first twelve (12) months or once in each subsequent twelve (12) month period that this Article is in effect.

Section 5

Dues withholding will become effective the pay period following the receipt of a properly executed allotment form by the Payroll Office.

Section 6

The Payroll Office will remit dues withheld each pay period, after the appropriate fees have been deducted, to the American Federation of Government Employees (AFGE). The remittance for each pay period will be accompanied by a list showing the names of employees from whose salaries dues have been deducted and also a list showing the names of persons who previously authorized allotments but for whom deductions were not made because of transfer, leave without pay, separation, or any other reason. The Secretary or Treasurer of Local 2450 will advise the Chief, Payroll Office, of the exact address to which the remittance should be sent. The remittance checks will be made payable to the American Federation of Government Employees, Local 2450.

Section 7

Local 2450 shall promptly notify OPM-Human Resources in writing when a member of Local 2450 who is an employee of the Office of Personnel Management and has had a current allotment for dues is expelled or ceases to be a member in good standing of Local 2450. The Office of Personnel Management will notify GSA Payroll office to terminate the allotment for such an employee effective with the first complete pay period after the receipt of the notice.

An employee may voluntarily revoke an allotment for the payment of dues to Local 2450 provided dues withholding has been effective for one year. Such revocation by an employee may be requested on SF-1188, but other requests in writing will be accepted. Provided the revocation is received by the Payroll Office, prior to the effective date, the revocation will be effective on:

1. The first anniversary of the employee's election of dues withholding; or,

2. The first full pay period following March 1 each year for employees who have had dues withheld for more than one year.

An allotment for an individual employee will be automatically terminated if for any reason the employee is no longer carried on the payroll of the Office of Personnel Management. Dues allotment shall terminate if a member is transferred, reassigned, promoted or demoted to a position excluded from the unit's recognition. If the termination occurs during a pay period, the full allotment will be withheld.

Section 8

This Article will continue in full force and effect during periods of re-negotiation, notwithstanding any other provisions of this agreement.

ARTICLE 19

DISCIPLINARY ACTION

Section 1

The Employer agrees that, at the employee's request, the Local shall be given the opportunity to be present in accordance with Title 5, United States Code, Section 7114 (a) (2) (B), at the time of any examination of an employee in the bargaining unit by a representative of the agency in connection with an investigation that the employee reasonably believes may result in disciplinary action against the employee and the employee requests representation.

Section 2

The employee and the Local recognize that the public interest requires the maintenance of high standards of conduct. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior, rather than to punish. It is understood that progressive discipline need not follow any specific sequence and that serious misconduct may be cause for adverse action including suspensions, removal, etc. irrespective of whether previous discipline or counseling has been taken against the employee.

Section 3

Disciplinary action will be taken for such cause as will promote the efficiency of the service and in accordance with the Employer's established policy and regulations of higher authority.

Section 4

An employee will, upon request, be furnished a copy of that portion of all written documents or statements which contain evidence relied upon by the Employer in reaching the decision to propose or impose discipline.

Section 5

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the temporary section of the employee's Official Personnel Folder for up to two years. The letter of reprimand will inform the employee of the right to file a grievance on the reprimand under the negotiated grievance procedure and the right to union representation.

Section 6

An employee against whom a suspension for 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. 7 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer; and
- c. be represented.

After considering the employee's response, the deciding official will issue a written decision. If the decision is not favorable to the employee the decision may be grieved, beginning with the second step of the grievance procedure.

Section 7

An employee, against whom a removal, a suspension for more than 14 calendar days, reduction in grade, or a reduction in pay is proposed, is entitled to:

- a. A 30 calendar day advance written notice stating the specific reasons for the proposed action;
- b. 14 calendar days to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the answer. The deciding official may extend the reply period upon demonstration that the employee's ability to respond was impaired; and
- c. Be represented.

After considering the employee's response, the deciding official will issue a written decision to the employee. If the decision is to effect an action specified in this Section, it will specify the reason, the effective date, the action to be taken, and the decision appeal/grievance rights.

The employee may appeal the decision to the Merit System Protection Board, or the employee may file a written grievance under the terms of this agreement. (Any such grievance will be initiated at the 2nd step of the grievance procedure.)

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised their option at such time as the employee timely initiates an action under the statutory procedures, or timely files a written grievance at the 2nd step of the grievance procedure, whichever occurs first. Any appeal or grievance must be initiated no later than thirty (30) calendar days after the effective date of the action.

ARTICLE 20

GRIEVANCE PROCEDURE

Section 1

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

Section 2

A grievance is defined to be any dispute or complaint between the Employer and Local or an employee or employees covered by this agreement pertaining to any matter involving the interpretation, application or violation of this agreement, or a question regarding the application of higher-level agency policies and regulations, provisions of law, or regulation of appropriate authority outside the agency; except as provided in law and as provided below and elsewhere in this agreement.

- a. Non-selection for promotion from a group of properly ranked and certified candidates.
- b. A reduction in force action taken under title 5, United States Code, chapter 351, and 5 CFR, part 351.
- c. A preliminary warning or notice of proposed action where the final action would then be covered under the negotiated grievance procedure.
- d. An action which terminates a temporary promotion within the maximum period specified in 5 CFR 335.103(c) and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted.
- e. Critical elements and the measures of performance as set forth in the performance standards of an employee's position which are established in accordance with Title 5, United States Code, chapter 43 and 5 CFR, part 430.
- f. The granting of or failure to grant an employee performance award or the adoption of or failure to adopt an employee suggestion or the granting of or failure to grant an award of meritorious or distinguished service.
- g. The receipt of or failure to receive a performance award under Section 5384 of Title 5, United States Code, or a quality salary increase under Section 5336 of Title 5, United States Code.

h. The termination of a probationer under subpart H of part 315, 5 CFR.

Section 3

The negotiated grievance procedure shall be the exclusive procedure available to the Local and the employees in the bargaining unit for resolving such grievances.

Section 4

Most grievances arise from misunderstandings or disputes which can be settled promptly on an informal basis at the immediate supervisory level. The Employer and the Local agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. No consideration will be given to a grievance unless the employee(s) and/or the steward has first discussed the issue with the immediate supervisor.

In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not in itself be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization. Reasonable time during working hours will be allowed the grievant and his representative, if any, to prepare a grievance, not to exceed eight (8) hours for the grievant and eight (8) hours for the representative. In addition the grievant and his representative, if any, will be given reasonable time during working hours to present the grievance, including attendance at meetings with management officials.

Section 5

In stating a grievance, the employee will be represented only by the Local or a representative approved by the Local.

Section 6

Nothing in this agreement shall be so interpreted as to require the Local to represent an employee, if the Local considers the grievance to be invalid or without merit and makes such determination without regard to the employee's membership or lack of membership in the Local or the employee's race, color, creed, sex, age, or national origin. However, the employee, if he/she desires, may process the grievance under this procedure without representation, provided the Local has an opportunity to be present at the adjustment of the grievance and the adjustment is not inconsistent with the terms of this agreement.

Section 7 (Step 1)

The grievance shall first be taken up orally by the concerned employee or steward with the appropriate supervisor in an attempt to settle the matter. At this first step meeting the parties will

work to identify the issue(s) and potential resolution to the grievance. Grievances must be presented within thirty (30) calendar days from the occurrence of the event or action giving rise to the grievance. The steward shall be present, if the employee so desires.

Section 8 (Step 2)

If the matter is not satisfactorily settled within five (5) working days of the initial discussion, the employee or Local may submit the matter in writing to the appropriate Group Chief, or his/her designee within seven (7) working days after receipt of the first step response or expiration of the response period. At this step the written grievance will identify the work related problem or condition of employment, the specific resolution being sought, the date of the decision at the lower level, and the manager involved at the lower level. The appropriate manager/chief or designee will meet with the Local and/or the grievant(s) prior to rendering a decision.

The manager or designee shall give the employee or Local a written answer within ten (10) working days after the receipt of the grievance. The Local shall receive a copy of the written decision submitted to an employee/grievant.

Section 9 (Step 3)

If the grievance is not settled at the Group Chief level, the employee or Local representative may, within ten (10) working days, forward the grievance to the Deputy Associate Director, Retirement Operations for further consideration. After consultation with the Group Chief, a written reply will be made to the employee or Local representative within fifteen (15) working days after receipt of the grievance. Any claim of non-arbitrability or threshold question shall be included in the Step 3 decision.

Section 10 (Step 4)

If the grievance is not satisfactorily settled at the Deputy Associate Director level, the Local or the Employer may refer the matter to arbitration. All time limits in this article may be extended by mutual consent. Failure of the Employer to observe the time limits entitle the Local to advance the grievance to the next step within the specified time frames. Failure of the grievant to observe time limits shall result in final termination of the grievance.

Section 11

If a settlement of the grievance is not within the authority of the immediate supervisor or Group Chief, Step 1 and/or Step 2 may be waived by mutual agreement of the grievant and the Employer. In such event, the grievance may be processed at the next appropriate step.

Section 12

When an Employer grievance arises, it will be submitted in writing to the President, AFGE Local 2450. Such a grievance must be submitted in writing to the Local President within thirty (30) workdays after the occurrence of the act which gave rise to the grievance or thirty (30) workdays after the employer became aware of the action. The management official who filed the grievance, or designee, will meet within ten (10) workdays with the Local President or designee, to assure that all pertinent facts are made available. The Local President or designee will provide a written decision to the management official or designee within ten (10) workdays after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the employer. The decision to seek arbitration shall be made within twenty-one (21) calendar days after receipt of the written decision, or the deadline for receipt of such decision if no decision is received. A copy of the letter invoking arbitration will be served on the Local President

ARTICLE 21

ARBITRATION

Section 1

If the Employer and the Union fail to settle any grievance processed under the procedure in Article 20, such grievance upon written notice by either party within thirty (30) calendar days after issuance of the final decision shall be submitted to arbitration. Only the Employer or Local 2450 may invoke arbitration. Within five (5) working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators.

The parties shall meet within three (3) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Local will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be duly selected arbitrator.

Section 2

The arbitrator's fees and the expenses of arbitration, if any, shall be borne equally by the parties. If possible, the arbitration hearing will be held on the Employer's premises during the regular dayshift hours of the basic workweek.

Section 3

The grievant(s), up to two Local 2450 representatives, and all employees of the Employer who are called as witnesses and who are in active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify shall be without charge to pay or leave to the employee.

Section 4

If either party wishes to raise an issue of arbitrability/grievability, the party will submit the question by motion to the arbitrator. The other party will be served with a copy of the motion and may respond to the motion within thirty (30) days of receipt. The arbitrator will issue a decision concerning the arbitrability/grievability.

If there is a disagreement of material fact concerning the issue of arbitrability/grievability, the arbitrator may in his/her discretion hold a hearing on the threshold issue. In no event shall the arbitrator entertain the merits of the case until he/she decides the threshold issue. Neither party

is precluded from appealing a threshold decision of the arbitrator.

Section 5

The arbitrator's decision will be rendered within 30 days of the close of the hearing.

Section 6

The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 7

All arbitration proceedings shall be tape recorded. The tape recording shall be done by an independent operator who will prepare duplicate originals. One will be retained by each of the parties. The parties shall share the cost of the recording equally. If both parties or the arbitrator requests a transcript of the tape recordings of the proceedings, the parties shall bear the cost of the transcript equally. If only one party requests a transcript, that party shall bear the cost alone. If one party requests a transcript and pays the cost and the other party at a later date requests a copy of the transcript, the requesting party shall reimburse the providing party for one-half of the transcript cost; plus a reproduction fee. Before any transcript may be determined to be the official record of the proceedings, it must be made available to the arbitrator, and to both parties for inspection at a time and place determined by the arbitrator.

ARTICLE 22

FACILITIES AND SERVICE

Section 1

The Employer agrees to provide an area within the installation to the Local for purposes of conducting meetings, and other Local business affairs outside the regular working hours, except when required for official installation business. The Local agrees that the use of any facility during and after normal working hours is subject to advance approval and security regulations. Supervisors will make every effort to adjust lunch periods of the employees who wish to attend the Local's meetings.

Section 2

When an employee desires to discuss job related issues with the Local, the supervisor will be responsible for providing a private area for a reasonable length of time where the discussion may be held in private. The Local recognizes that private conference facilities are limited within the installation, and when such need arises, will accept use of such rooms as are available.

Section 3

Space will be provided in the installations for bulletin boards for use by the Local to post official organization notices or bulletins. Literature posted or distributed must not violate any law or contain scurrilous or libelous material. The Local is charged with the responsibility for material that they distribute or post on the bulletin boards. Any intentional misuse of this privilege may result in the suspension of posting privileges pending resolution of the matter under the grievance procedure.

Section 4

The Employer agrees to provide a list of names, job series, organization, and grade of Center bargaining unit employees to the Local upon request, but not more frequently than quarterly. The Employer will also provide a quarterly list of separations from the Center to the Local, including dates of separations. These lists will be used exclusively within the Union and under no circumstances be made available to any other party.

Section 5

The Employer will, upon written request from the Local, grant permission to conduct an annual membership recruitment campaign subject to applicable OPM policies and regulations.

Section 6

The Employer shall furnish all present and new employees of the bargaining unit a copy of the agreement and will furnish the Local with twenty (20) copies of the agreement.

Section 7

The Employer will continue to provide the Local office space and furnishings, subject to the availability of such space within the facilities. The Employer will also provide and pay for the following equipment to be used by the Union in performing representational functions:

- 1 telephone
- 2 mobile devices
- 1 printer
- Internet service
- 1 laptop computer

Section 8

To the extent that such information is available at the facility, the Employer will provide the Local access to labor-management materials, including but not limited to personnel manuals and guidelines. The Local will request such access as necessary from the appropriate Group Chief or from OPM HR.

Section 9

The Employer will allow the Local to distribute officially designated Local newsletters to bargaining unit employees. The appropriate Group Chief must be notified prior to any such distribution. The material distributed shall be subject to the criteria in Section 3 above and shall be properly identified as an official Union issuance.

Section 10

The Employer agrees to continue to abide by the current practice of allowing private vendors to enter the facility for the purpose of delivering food at a designated location in each facility at lunchtime, subject to the internal security regulations of each Facility and to the extent it is allowed by the landlord of the facility.

ARTICLE 23

CALL MONITORING

Section 1 - Purpose and General Principles

The purpose of call monitoring is to:

- Improve customer service through the identification of training needs,
- Provide immediate feedback to improve skills,
- Recognize superior service
- Keep employees and management familiar with customer needs.

Any employee who uses the telephone to address customer inquiries may have calls monitored. If ULTRA or any other available system that can record calls and capture screen shots is used, then recorded monitoring will be utilized. Live monitoring will not be used through the ULTRA system or any similar application.

During initial training, employees will be informed of the monitoring program and advised that no employee will be monitored without first being informed that they may be monitored. If monitoring detects an incoming personal call, the observation will immediately be discontinued. Outgoing personal calls will be made using the employee's private line (not the ACD line). These calls will not be monitored. However, it is also understood that excessive personal calls are grounds for disciplinary action.

When a call is monitored and unprofessional behavior or conduct is displayed by a staff person in another office, the supervisor who observed the call will report the incident to the supervisor in the other office.

A pre-recorded message will be played for the callers when they dial (202) 606-0500, (888) 767-6738 or (724) 794-2005 indicating that their call may be monitored.

ARTICLE 24

TELEWORKING PROGRAM

Section 1 - Policy

OPM Human Resources Handbook Chapter 368 contains the agency policy on teleworking, and as such serves as the framework for this article.

The Office of Personnel Management's teleworking program is voluntary and supports a range of teleworking options. It is an option that may be used by bargaining unit employees to assist in the effective and efficient accomplishment of agency business.

Section 2 - Requirements

The general requirements to telework are defined in Chapter 368, subchapter 2-3 of the Human Resources Handbook. The specific application of the guidelines may vary depending upon the type of work performed but in general, employees in a function which can be performed by teleworking will be afforded the opportunity. The teleworking agreement will define any specific requirements that the manager and employee need to follow.

Section 3 - Equipment/Supplies Provided

The general requirements to telework are defined in Chapter 368, subchapter 3-4 of the Human Resources Handbook. Employees will be provided equipment and supplies necessary to perform their duties while teleworking as determined on a case-by-case basis. The teleworking agreement will specify the resources that will be provided.

Section 4 -Policy and Agreements

Each member of the Boyers Teleworking Program must complete and/or review the following:

1. Alternate Worksite Agreement
2. Alternate Worksite Agreement Info Sheet A
3. Alternate Worksite Agreement Info Sheet B
4. Supervisor Checklist
5. Request to Telework

These documents can be obtained by contacting the employee's first-level supervisor or OPM Human Resources. Additionally, managers will prepare agreements specific to participants' workloads and other functions. Managers will determine what days an employee will need to be in the office and what days an employee will be able to telework based upon the operating unit's

functional needs, workload management issues and the need to provide office coverage.

Teleworking agreements will be established for review in six-month increments. These agreements will inform participants of their responsibilities and expectations.

Teleworkers must consistently maintain a fully successful performance rating to be permitted to telework.

The teleworking contract can be terminated by management for issues concerning productivity, timeliness, section staffing needs, section phone coverage, customer satisfaction, personal computer (PC) or system related problems at the alternate worksite and other performance or conduct related matters (behavior that is detrimental to the program's integrity); or by the employee at any time.

Section 5 - Scheduling- 8, 9, 10 hour tour of duty

In order to meet the current strategic goals of the agency scheduling will be determined by the needs of the unit for office coverage and to accomplish unit workload. Office coverage and processing times will be monitored to determine if an employee's teleworking days need to be adjusted.

Section 6 - Working at home on days when the road conditions are bad

Occasionally poorly maintained roads may present an obstacle for employees to come to work. If this situation exists and the teleworker has work at home that can be performed, the teleworker may be approved to either work at home or use leave. The teleworker must contact their supervisor, inform him or her of the situation and inform the supervisor of the type and amount of work they have to perform. The teleworker should plan to report to work pursuant to the current alternate worksite agreement.

Section 7 - Emergency Dismissals

One of the major benefits of the teleworking program is the ability of teleworking employees to continue working at their alternative worksites during a disruption of Government operations. In recognition of this a teleworking employee is required to continue to work if the agency closes (or dismisses employees early) on his or her scheduled teleworking day. On a case-by-case basis, a teleworking employee may be excused from duty during an emergency situation if the emergency adversely affects the teleworking site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal hardship that prevents him or her from working successfully at the teleworking site, or if the teleworker's duties are such that he/she cannot continue to work without contact with the regular worksite.

Employees who are required to work during their regular tour of duty on a day when their agency is closed (or when other employees are dismissed early) are not entitled to receive overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours.

Section 8 - Working overtime for another section at home

Employees outside of the section will be permitted to work overtime for other sections at the alternative worksite if they are fully trained and proficient on the functions performed in the section that overtime is being offered and the offered work does not conflict with overtime offered in the section to which they are assigned.

ARTICLE 25

3RD SHIFT HOURS OF OPERATIONS AND WORK SCHEDULE

Section 1: Tours of Duty

Imaging staff on the 3rd shift will work a set schedule as follows:

Monday – 12:00 a.m. - 8:30 a.m.

Tuesday – 9:30 p.m. (Monday night) - 6:00 a.m.

Wednesday – 9:30 p.m. (Tuesday night) - 6:00 a.m.

Thursday – 9:30 p.m. (Wednesday night) - 6:00 a.m.

Friday – 9:30 p.m. (Thursday night) - 6:00 a.m.

The definition of Day for overtime pay purposes is 9:30 p.m. to 9:30 p.m.

The parties agree that on weeks that include a paid holiday, the employees' schedule will be as follows:

- If a holiday falls on a Monday, the employees will be off Monday (12:00 a.m. - 8:30 a.m.) and their next shift (Tuesday) will begin at 9:30 p.m. Monday night.
- If a holiday falls on another day of the week, the employees will work their regular shift starting at their regular time at 9:30 p.m. and work until 6:00 a.m. on the holiday. The employee will then be off for the holiday on the following shift. (For example on the Thanksgiving Thursday holiday employees will work until 6:00 a.m. on Thursday and are off on the Friday shift from 9:30 p.m. Thursday night to 6:00 a.m. Friday Morning)

The parties recognize that RS will follow Federal guidelines in administering night pay differential. More information regarding night pay can be found at the following link - <http://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/night-pay-for-general-schedule-employees/>.

Section 2: Lunch Period

The basic workday will include an unpaid lunch period lasting 30 minutes. Each employee is required to take a 30-minute lunch break if they are working 6 or more hours in the workday. Lunch period for workdays that constitute adjusted hours of work will be set depending on the employee's adjusted work schedule.

When the employees work the 9:30 p.m. - 6:00 a.m., their lunch break will be from 2:00 a.m.- 2:30 a.m.

When the employees work the 12:00 a.m. - 8:30 a.m. shift, their lunch break will be from 4:00 a.m. - 4:30 a.m.

Section 3: Breaks

Each employee may take two paid 15-minute breaks during their eight hour workday.

When the employees work the 9:30 p.m. - 6:00 a.m., their first break will be from 11:30 p.m.- 11:45 p.m. Their second break will be from 4:30 a.m. - 4:45 a.m.

When the employees work the 12:00 a.m. - 8:30 a.m. shift, their first break will be from 2:00 - 2:15 a.m. The second break will be from 6:00 a.m. - 6:15 a.m.

Section 4: Promotions/Reassignments/Details

The parties understand that employees will be given administrative leave to the extent feasible to attend RS internal interviews for job placement. Adjustments may be made to an employee's schedule in the event that they are scheduled for an internal job interview.

Section 5: Other Basic Conditions

Both parties agree that the 3rd shift will be given the same rights as employees working the day shift, when feasible. Such rights may include:

- Viewing Town Hall/All Hands webcast meetings in the auditorium
- Blood drive available during 3rd hours
- Personal computer use during breaks and/or lunch period
- Bad weather/early dismissal release
- Receive information related to Federal benefits open season
- Training opportunities

ARTICLE 26

MICROSOFT LYNC

Section 1: Purpose of Microsoft Lync

Microsoft Lync is a communication system used by OPM that provides capabilities for instant messaging (IM), voice interaction, virtual collaboration, and online meetings through a single interface. Lync is intuitive and simple to learn, and it is integrated with other Microsoft applications.

The basic Microsoft Lync interface enables employees to keep track of interactions with their colleagues. With it, you are able to present information about your availability, contact colleagues using multiple methods, and check the availability of contacts, all at a quick glance or just a click or two.

Section 2: Benefits of Using Microsoft Lync

Microsoft Lync includes great tools for:

- Meeting, messaging, and desktop sharing.
- Collaborating on work within other Microsoft Office programs.
- Communicating securely anywhere you have network connectivity.

While the use of Microsoft Lync is voluntary, both RS and the Union encourage employees to use the program as a means of communicating with your co-workers for work purposes.

Section 3: Use of Microsoft Lync

The use of Microsoft Lync is voluntary and it will not be used as a means to track an employee's time and attendance. If management proposes to mandate the use of Microsoft Lync, the Union will be notified and given the opportunity to request impact and implementation bargaining when appropriate.

Section 4: Training/Resources

There is no formal training necessary for employees. The OPM Help Desk has created an OPM Guide to Microsoft Lync, which can be found at:

http://theo.opm.gov/helpdesk/An%20OPM%20Guide%20to%20Microsoft%20Lync_Version%2004.pdf

ARTICLE 27

DURATION AND CHANGES

Section 1

This agreement shall be effective on the date it is signed as approved by the Director, OPM and will remain in force for three (3) years. It will automatically renew itself for three (3) year periods, unless either party notifies the other party in writing no more than ninety (90) or less than sixty (60) days prior to initial or any subsequent expiration date, or their desire to terminate or renegotiate this agreement. However, this agreement will terminate if the Local's exclusive recognition is terminated under the provision of Title 5, United States Code, Chapter 71. This agreement will remain in full force and effect during periods of re-negotiation and until any new agreement is signed and approved.

Section 2

Any notice given under Section 1 of this Article shall be accompanied by a copy of the proposed new agreement or those portions proposed for change. The party receiving notice in accordance with Section 1 may deliver a counter-proposal to the other party within thirty (30) calendar days after receipt of such notice. In the event of failure of the respondent party to submit a counter-proposal within the prescribed time limit, the existing agreement shall be considered as having been filed as said party's counter-proposal.

Section 3

This agreement, except at the expiration of its duration periods as specified in Section 1 of this Article, is subject to reopening as follows:

A. After the effective date of this agreement, changes in agreement language may be required because of changes in applicable law, agency regulations, regulations of authorities outside the agency (including OPM regulations), executive order superseding the terms of this agreement, or major technological changes. To the extent that such changes, or the means of implementation thereof, fall within the administrative discretion of the OPM and where there will be adverse impact on employees of the unit(s) they are appropriate for mid-term negotiations. The Local will be notified in writing by the Employer of all such changes. Within five (5) calendar days of such notification the Local will inform the Employer in writing if it wishes to pursue negotiations. In this event, the parties will meet within fourteen (14) calendar days after receipt of a written request from either party for the purpose of negotiating new language that will conform this agreement to such law, regulation, policy, executive order, or major technological change unless other arrangements are mutually agreed upon.

B. Where agreement cannot be reached on mid-term matters covered above and impasse is declared, the employer will not proceed with immediate implementation before carefully considering the option of deferring implementation until the impasse is resolved. In making the decision the Employer, in its judgment, will determine the degree of necessity or desirability for making the change without the agreement of the Local or intervention of the Federal Mediation and Conciliation Service (FMCS) or Federal Service Impasses Panel (FSIP). In the event the negotiations result in an impasse and the matter is processed to the FSIP, the Employer and the Local agree to abide by any decision rendered by the Panel, the Federal Labor Relations Authority or a court of law.

Where agreement cannot be reached on matters covered by Sub-Section A above, and impasse is declared, the initiating party will have three (3) workdays to invoke the services of the Federal Mediation and Conciliation Service.

C. The agreement may otherwise be reopened to amend existing provisions only by mutual agreement of the parties.

Section 4

Amendments will be effective upon date of approval by the head of the agency or an official designated by him/her and continue for the life of the agreement, so amended.

Section 5

Under Title 5, United States Code, Section 7131, a minimum of two (2) employee representatives shall be authorized official time for negotiations. Employees will request official time for such purposes in accordance with Article 5, Section 4, of this agreement.