Collective Bargaining Agreement

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Preamble

This Agreement is made and entered into by the Office of Justice Programs (OJP), also referred to as the Employer, and Local 2830 of the American Federation of State, County and Municipal Employees (AFSCME), also referred to as the Union, and referred to collectively as the Parties.

This Agreement and such supplemental agreements as may be agreed upon as the result of negotiations as required by law or higher authority, or negotiations undertaken with the consent of both Parties, constitute the Collective Bargaining Agreement (CBA or Agreement) between the Employer and the Union, pursuant to the Federal Service Labor-Management Relations Statute (the Statute or FSLMRS), existing or future laws, and the regulations of appropriate authorities.

The Parties hereby agree that the following definitions shall apply for commonly used terms in this Agreement, unless otherwise indicated:

- "Applicable/appropriate Laws, Rules, Regulations (etc.)" includes: statutes, the Constitution, court/judicial decisions, certain Presidential executive orders, work rules, work policies, guidance, and regulations.
- "Days" shall mean "calendar days";
- "Employee" shall mean bargaining unit employee;
- "Employer" shall mean OJP, Agency;
- "Office of Justice Programs facility" or "workplace" shall include the buildings at the following locations: 810 Seventh Street, 800 K Street (also known as Tech World);
- "Unit" shall mean bargaining unit;
- "Designated management official" includes, but is not limited to, the following individuals - supervisor, manager, office director or administrator, deputies, and head of the agency;
- "He" shall mean "he or she" and "his" shall mean "hers or his".

The Parties hereby agree that:

- the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between the employees and the Employer involving conditions of employment.
- the public interest demands the highest standards of employee and manager performance and the continued development and implementation of humane work practices that facilitate and improve employee and manager performance and the efficient accomplishment of the operations of the Government.

Article 1
Recognition and Definition of Unit

Section 1.

The Employer hereby recognizes Local 2830 of AFSCME as the exclusive representative of all employees in the unit (as defined below). The Union recognizes the responsibilities of representing the interest of all such employees, without discrimination and without regard to Union membership, with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions.

Section 2.

The Federal Labor Relations Authority (FLRA) has certified the Union as the exclusive representative of the bargaining unit as follows:

INCLUDED: All full-time and regularly scheduled part-time professional and non-professional General Schedule and Wage Grade employees and employees with temporary appointments of more than 90 days, employed by the Office of Justice Programs, Washington, D.C.

EXCLUDED: All Field Office employees, summer employees, student aides, employees with temporary appointments of 90 days or less, and employees described by 5 U.S.C. § 7112(b)(2),(3), (4), (6) and (7).

In accordance with 5 U.S.C. § 7112, a bargaining unit may not contain:

1. any management official or supervisor;
2. a confidential employee;
3. an employee engaged in personnel work in other than a purely clerical capacity;
4. an employee engaged in administering the Federal Service Labor-Management Relations Statute;
5. both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
6. any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
7. any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the function is undertaken to ensure that the duties are discharged honestly and with integrity.

Section 3.
This Agreement covers only those positions included in the bargaining unit. Where the term employee(s) is used it is understood to mean bargaining unit employee(s).

Section 4.
The Employer shall recognize the Union President as the primary point of contact for matters affecting the Union, unless otherwise designated. In addition, the Union Vice President shall serve in the absence of the President.

Article 2
Rights and Duties of the Union

Section 1.
In accordance with applicable laws, rules and regulations, the Union has the exclusive right and obligation to represent all employees in the unit without discrimination and without regard to union membership and is entitled to act for, and to negotiate collective bargaining agreements, covering all employees in the unit.

Section 2.
In accordance with applicable laws, rules, and regulations, the Union shall be given the opportunity to be represented:

(a) at any formal discussion concerning any grievance or any personnel policy or practice or other general condition of employment,

(b) at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if: (1) the employee reasonably believes that the examination may result in a disciplinary action; and (2) the employee requests representation.

Such rights shall not be construed to preclude an employee from:

(a)being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(b)exercising grievance or appeal procedures established by law, rule or regulation except in the case of grievance or appeal procedures negotiated under this Agreement.

Section 3.
The Union shall have the opportunity to present its views to the Employer on matters of concern either orally or in writing.

Section 4.
The Employer shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the union in the responsible exercise of their duties as representatives for the purposes of collective bargaining, handling grievances and appeals, furthering effective labor management relationships, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit. The Union shall not refuse to consult or negotiate in good faith, or fail or refuse to cooperate in impasse procedures, or to call or participate in a strike, work stoppage, or slowdown, or picketing of an agency that interferes with an agency's operations.

Section 5.
The Union will routinely receive lists of:

- employee names and organizational location;
- employees who have union dues withheld and;
- employee accessions, separations, transfers, conversions, details, reassignments, demotions, and promotions.

Section 6.
The Employer retains its right to reassign employees, but agrees to notify the Union as soon as practicable, and consider its opinions, if offered, in advance of placing a Union officer or steward on special assignment and/or detail away from the physical work area/building within which they serve.

Section 7.
The Union has a right to be informed when the Employer proposes changes in matters affecting personnel policies, practices, or working conditions of employees (when there is a connection with the work situation or employment relationship), and shall be given an opportunity to negotiate to the extent provided by applicable laws, rules, and regulations. To the extent practicable, the Employer shall provide the Union with at least fifteen (15) calendar days notice of the proposed change, unless operational needs require a shorter period. In the event the Employer must notify less than fifteen (15) calendar days in advance, the reasons therefore will be explained. If the Union desires to negotiate concerning the impact and implementation of the change, to the extent permitted by law, it shall notify the Employer within at least fifteen (15) calendar days of receipt of the notice. Such request to negotiate shall include specific and relevant formal proposals for consideration. Before implementing any change, the Employer agrees to bargain over timely-submitted negotiable proposals to the extent required by applicable laws,

rules, and regulations, including any Union requests to consider an employee's preferences when making changes.

Section 8.

The Employer will notify the Union if any applicable law, rules, or regulation of appropriate outside authority causes changes in this Agreement or personnel policies, practices, or other matters affecting working conditions. If the Union desires to negotiate the impact and implementation of any such change, to the extent permitted by law, it shall notify the Employer within fifteen (15) calendar days of receipt of the notice of the change. In the event the Union needs more time to prepare its proposals, the reasons therefore will be explained. Such request to negotiate shall include a specific and relevant written proposal for consideration. Before implementing the change, the Employer agrees to bargain over timely-submitted proposals to the extent required by applicable laws, rules, and regulations. If the changes must be implemented immediately to conform to applicable laws, rules, and regulations, the Parties shall continue negotiating the impact and implementation procedures post-implementation.

Section 9.

The Union shall have the right to designate the number and identity of its representatives at all meetings between the Employer and the Union. The number of union representatives shall not exceed the number of Employer representatives, except by mutual agreement. As a courtesy, the Party initiating a meeting shall advise the other Party, in advance, the reason for the meeting and provide information to enhance mutual understanding. When the Employer calls a meeting, the Union shall notify the Employer of its attending representatives, as soon as practicable, in advance of the meeting.

Section 10.

The Union shall have the right to appoint one representative on official committees addressing personnel policies, practices, and working conditions that directly affect employees, to the extent required by applicable laws, rules, and regulations.

Section 11.

Duly designated union representatives shall have access to employees at reasonable times for representational purposes, subject to the provisions of this Agreement and when consistent with the operational needs of the Employer.

Section 12.

The Employer agrees to furnish data, to the extent not prohibited by law and not otherwise available on the Employer's web portal, upon reasonable written requests from the Union, consistent with applicable laws, rules, and regulations. Such data must be normally maintained by the Employer in the regular course of business; be reasonably available and necessary for proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and may not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining. Such requests must establish a particularized need for the information by providing specific explanations as to why the information is needed, how it will be used, and the connection between those uses and the Union's representational responsibilities. The Parties agree that information requests under this section shall not be used as a method of unnecessarily delaying negotiations or implementation of management actions.

Section 13.

The Union shall provide a brief, informational memorandum stating the union's representational status and a listing of the names and phone numbers of union officers and stewards for distribution to employees during orientation. This listing will be updated by the Union as changes occur to the information.

Article 3
Rights and Obligations of Employees

Section 1.

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 by law, 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 in accordance with applicable laws, rules, and regulations.

Section 2. Personal Concerns

Each employee, or a duly designated Union representative on behalf of the employee, has the right to bring personal concerns that affect the working conditions of the employee to the attention of appropriate management or union representatives in accordance with applicable laws, rules, and regulations and this Agreement.

Section 3.

The Parties agree that certain private conduct of an employee (i.e., conduct detached from the workplace) may be of concern to the Employer. Such conduct may be grounds for disciplinary action.

Section 4.

The Employer acknowledges that under some circumstances, counseling employees about work-related problems may address the problems without the need for discipline. Employees have the right to receive a copy of the material relied upon to support the reasons for disciplining the employee, or in making any other determination about the employee's rights, benefits, or privileges, unless in conflict with applicable laws, rules and regulations. An employee may request the correction of any record shown to be in error that pertains to him or her and is maintained by the Employer, consistent with applicable laws, rules, and regulations.

Section 5.

All mail delivered to the workplace is presumed to be official mail, and its handling is to be consistent with applicable laws, rules, and regulations. Employees are required to use a home address for personal mail in order to avoid improper use of government mail and to prevent the inadvertent opening of mail that is personal in nature.

Section 6.

The Parties recognize that each employee has the right under law to disclose information that he or she reasonably believes evidences a violation of any law, rule, or regulation, or is gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited or required to be kept secret, in accordance with applicable laws, rules, and regulations.

Section 7.

The Employer is prohibited from taking or failing to take a personnel action with respect to any employee as a reprisal for the exercise of the above right, in accordance with applicable laws, rules, and regulations.

Section 8.

The Employer will follow applicable laws, rules, and regulations when revealing employee personnel information to an outside party.

Section 9.

Each employee has the right to access, print and save the contents of his/her Electronic Official Personnel Folder (eOPF). An employee's lawful representative may be given access to the contents of the employee's eOPF upon proper designation and in accordance with applicable laws, rules, and regulations.

Section 10.

The eOPFs shall be maintained as prescribed by applicable laws, rules, and regulations. Employees may request amendments and/or additions to their eOPF. Each employee has the right to challenge any information about himself/herself if he/she believes it to be incorrect, request to have it removed from the eOPF and/or destroyed. Employees have the right to update their eOPF with relevant data concerning experience, education, training, and other matters bearing directly on their qualifications and skills**.**

Section 11.

All official travel by employees shall be governed by applicable laws, rules, and regulations. If employees are required by the Employer to perform official travel outside of duty time, they have the right to such permitted overtime or compensatory time. Employees may request and receive a travel advance prior to commencement of official travel. The Employer agrees to reimburse the employee for any approved and authorized official travel expenses as soon as is practicable.

Section 12.

An employee, assigned to attend a meeting or conference, will not be required to pay a membership or registration fee(s) that is a condition of attendance.

Section 13.

Any garnishment of employee pay will be done in accordance with any applicable laws, rules, and regulations.

Section14.

Employees may elect whether or not to contribute to or participate in voluntary programs, such as the Combined Federal Campaign (CFC), without fear of reprisal.

Section 15.

The Employer will assist requesting employees with understanding applicable laws, rules, and regulations, including OJP's policies, as well as the provisions of this Agreement; and in obtaining information on benefits available to those in government service.

Section 16.

Employees shall have the right to appropriately decorate their work area in a professional manner, provided such decorations

are in conformance with applicable laws, rules, and regulations.

Section 17.

Employees have the right to be treated with respect and courtesy in their interactions with subordinates, peers, supervisors, customers, and other coworkers during the discharge of their duties. Employees must treat supervisors, managers, customers, and coworkers with respect and courtesy, and must carry out all lawful orders. If the employee has substantial reasons to believe the order violates applicable law, rule, or regulation, or ethical/professional responsibility, the employee may seek guidance from a management official or the Union.

Section 18.

Each employee has the right to union representation at any examination by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Employer will inform employees annually of this right to representation in accordance with *Weingarten*, as well as informing an employee at the start of such a meeting to allow an employee to obtain union representation.

Section 19.

The Employer will permit Union representation for employees, at their request, during attempts to resolve workplace issues and at termination meetings for probationary and permanent employees.

Section 20.

The Employer may permit Union representation for employees, at their request, at confidential meetings concerning work-related health problems or the accommodation of a disability. These meetings do not include confidential meetings concerning performance ratings or appraisals, supervisory counseling meetings, or conduct improvement meetings. Nothing in this section shall forbid a supervisor from consenting to the presence of a union representative at any such meeting, at the request of the employee.

Section 21.

Employees have the right to know their supervisory chain-of-command and to request their own and the office's current workload priorities.

Section 22.

Employees have the right to request and receive, subject to the exemptions under the Privacy Act, the FOIA and other applicable laws, rules, and regulations, a copy, if maintained by the Employer, of any security investigation report on the employee compiled by the Employer.

Section 23.

The smoking of tobacco products in all OJP controlled portions of the workplace is prohibited in accordance with applicable laws, rules, and regulations.

Section 24.

The following resources are available for employees wishing to discuss personal, work, or health related concerns during work hours, after obtaining advance permission for any absence from the workstation:

(a) the Human Resources Division;

(b) the EEO Office;

(c) the designated OJP ethics officials;

(d) the Employee Assistance Program Office;

(e) the Employer's health unit;

(f) the Employer's safety and health official; and

(g) union representatives.

Section 25.

The Employer's investigation of employee misconduct will be conducted consistent with applicable laws, rules, and regulations.

Section 26.

The Parties agree that reasonable care should be exercised to prevent identity theft. Employees have the right to reasonable effort to have their personal identifiers and other personal information protected from improper disclosure. The Employer agrees to use the social security numbers of employees consistent with applicable laws, rules, and regulations, and in the conduct of the Employer's operations.

Article 4
Rights and Duties of the Employer

Section 1. Rights of the Employer

The Employer retains all management rights as delineated in 5 USC § 7106 management rights which 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 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 and 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 official

Section 2. Duties of the Employer

In accordance with 5 USC § 7114(a)(3), the Employer shall annually inform its employees of their right to have a representative during any examination of an employee in the unit by a representative of the Agency in connection with an investigation if: (1) the employee reasonably believes that the examination may result in disciplinary action; and (2) the employee requests representation.

Section 3.

Whenever a provision of this agreement specifies an office or a management official of the Employer, such provision will be interpreted as referring generally to the Employer and does not preclude the Employer from designating another OJP office or management official, as the Employer deems necessary. Whenever such a designation of another office or management official is made, no bargaining obligation will result from the designation.

Section 4. No Waiver of Management Rights

The Employer has the rights set out in **Section 1**, above. The Parties agree that the Employer retains those rights in **Section 1(b)**, above, unless it expressly waives them in this Agreement or in the future. The Employer's rights in **Section 1(a)** may not be waived.

Article 5
Official Time and Union Representation

Section 1. Definition

(a) "Official time" is defined as duty time granted to an employee by the Employer for one of the representational purposes permitted by applicable laws, rules, and regulations, without charge to leave or loss of pay, when the employee otherwise would be in duty status. Release to official time to conduct representational activities is a paid, non-duty status.

(b) Subject to the operational needs of the Employer and in accordance with applicable laws, rules, and regulations, an employee duly designated to represent the Union in connection with representational activities will be granted official time in the amount the Employer and the Union have agreed to be reasonable, necessary, and in the public interest, as described in this Agreement and in accordance with applicable laws, rules and regulations.

Section 2. Designation of Union Representatives

(a) The Employer agrees to recognize duly designated union representatives for purposes of official time usage. The number of union representatives shall be one union president, plus one union officer or steward for each 100 bargaining unit employees. The total number of bargaining unit employees on December 31th of each year will be reviewed by the Parties and the number of union officers or stewards will be increased or decreased accordingly using the same formula of one additional officer or steward for each 100 bargaining unit employees.

(b) The Union will provide the Employer with an updated list of designated union officers and stewards by January 31st of each year. When new representatives are designated or existing union representatives removed from their position, the Union shall immediately notify the Employer and provide a complete updated list of union representatives, in writing, at least five (5) calendar days before the designated individual(s) will be recognized by the Employer for the purposes of official time usage.

Section 3. Official Time Activities

The duly designated representatives identified in Section 2.a. will be allowed to use official time to conduct the activities listed below:

(a) Assist employees in preparing and presenting an employment concern under this Agreement or attempting to resolve a grievance or potential grievance.

(b) Representing the Union or employees at formal discussions or consultations between the Employer and an employee or employee representative concerning grievances, personnel policies and practices, or matters affecting working conditions of employees. Representatives may participate in formal discussions or consultations but may not disrupt the meeting or answer for the employee.

(c) The Parties agree that union attendance of duly designated union representatives at labor-management meetings to resolve disputes will be limited to the attendees necessary to have a full and frank discussion of the matters involved and shall not exceed the number of persons representing the Employer except with the Employer's permission. In grievance discussions, the Union will normally be represented by one representative.

(d) It is the Employer's policy to permit duly designated union representatives for employees, at their request and at the following meetings called by the Employer:

1. informal grievances;

2. termination meetings for probationary and permanent employees;

3. meetings involving workplace problems when the employee has a reasonable belief that discipline may result from the meeting and requests representation;

4. confidential meetings concerning work-related health problems or the accommodation of a disability.

5. These meetings do not include confidential meetings

concerning performance ratings or appraisals, supervisory counseling meetings, or conduct improvement meetings; but nothing in this section shall be understood to forbid a designated management official from consenting to the presence of a duly designated union representative at any such meeting, at the request of the employee.

(e) Representatives may utilize official time to serve on labor-management committees, forums or workgroups as established by the Employer or jointly established by the Parties.

(f) Official time may not be used for internal union business, such as the solicitation of dues deductions, the preparation and distribution of the Union newsletter, membership recruitment activities, campaigning and voting for union office, political or lobbying activities, furthering of the Union's legislative agenda or for discussions of, or the conduct of internal union business.

(g) Representatives may utilize official time as specified in this Agreement to prepare for and conduct mid-term collective bargaining negotiations with the Employer. The number of union representatives shall not exceed the number of individuals designated as representing the Employer for such negotiations.

(h) During any negotiations following a reopening of this Agreement, union officials will be authorized official time for negotiations and preparation as agreed to by the Parties in **Article 32** of this Agreement. The number of union representatives shall not exceed the number of individuals designated as representing the Employer for such negotiations.

Section 4. Official Time Procedures

(a) Before performing any representational duties as authorized in this Agreement that reasonably may be expected to keep the duly designated representative from his/her work duties or work station, and in accordance with applicable laws, rules and regulations, union representatives shall request and arrange for the use of this official time in advance from their designated management official. All requests will provide the representative's destination, a general statement of the purpose such as; contract negotiations, mid-term negotiations, ongoing labor-management relations (LMR) activity, grievance, appeal etc. and estimated time of the activity. Upon returning to duty, the representative must record any necessary correction to the beginning and ending time usage, if applicable. Normally, such request should be made electronically.

(b) Unless an employee is designated as a union official for representational purposes in accordance with this Agreement, he/she is not eligible to request or utilize official time.

(c) If a union representative is unable to perform a representational duty, the Union may reassign the activity to another duly designated union representative or request that the activity justifying the use of official time be postponed until the original representative is available. Such a request for postponement will be granted subject to the Employer's operational needs and must be recorded in accordance with the above provision. At the time this official time activity is performed, a new request must be submitted.

Section 5. Other Representational Use of Official Time

(a) The Employer will permit the Union to utilize official time, in accordance with this Agreement, for up to one paid workday annually for each duly designated union representative recognized pursuant to this Agreement to be used for training in federal employee representation, labor-management negotiations, and other authorized representational activities.

Each request must be made by the President, or designated representative, at least fifteen (15) calendar days in advance of the scheduled activity, unless the Union justifies the need for a shorter period of time, to the designated management official, and must provide enough detail to enable the Employer to determine whether the official time is appropriate, such as the individual(s) attending, supervisor's name, the meeting agenda and/or course description, and any other relevant information.

This training may be conducted where the Union determines, and be apportioned among the Union's duly designated representatives as the Union determines. However, no official time may be authorized for travel related to these activities.

(b) International representatives, Union Council staff, and other union representatives may be permitted on the Employer's premises, consistent with the Employer's internal security procedures, and applicable laws, rules, and regulations, for the purposes of attending union meetings, participating in meetings with the Employer, participating in labor management negotiations and other such activities.

(c) Travel expenses for Union officials who are OJP employees and who are consulting and assisting in resolving labor-management disputes, and travel expenses for employees required to travel in connection with a grievance or other labor-management issues will be provided by the Employer only to the extent
(1) such travel is required by OJP management;
(2) OJP determines payment would be in its best interests;
(3) payment is required by law, rules, or regulations; or (4) payment is directed by the Federal Labor Relations Authority.

Section 6. No Unreasonable Denial

Requests for official time will not be unreasonably denied. Should the Employer deny a request for official time activity, the Union will be notified before the beginning of the scheduled request, whenever practicable.

Section 7. Appeal of Denial of Official Time

If a request for official time is disapproved in whole or in part, the Union may seek review of the determination by the designated management official, and/or may designate another employee to represent the Union in the matter involved.

Section 8. Disputes Over Official Time

Any unresolved dispute over the use of official time may be resolved through the negotiated grievance procedure in accordance with this Agreement.

Article 6
Use of Official Facilities and Services

Section. 1.

The Employer will make reasonable efforts to provide the Union with an office that locks, telephone, desk, chairs, and conference table, filing cabinet that locks with keys, computer with connectivity to the Employer's network, monitor, and printer. This office shall be used for all union representational purposes. Unless the use of another enclosed office is more appropriate and in no way interferes with the Employer's activities, the union office will also be the exclusive workplace office that the Union and its representatives, use when preparing labor-management proposals, planning labor-management meetings, preparing other labor-management activities, and meeting for representational and counseling purposes.

Keys for the union office will be provided to the Union for each duly designated representative identified in **Article 5 Section 2 (a)**. Accountability, access and replacement cost for these keys is the responsibility of the Union.

Section 2.

Upon the Union's request for use of space (i.e., other than the union office), for meetings with employees, the Employer shall provide the space after considering factors such as:

- location and time needed
- operational needs, space availability and,
- internal security considerations

Section 3.

The Union shall provide a brief, informational memorandum stating the union's representational status and a listing of the names and phone numbers of union officers and stewards, as required in **Article 2 Section 13**, for posting on the Employer's intranet. This listing will be updated by the Union as changes occur to the information. The Union may post this information to the Employer's Intranet in accordance with established procedures.

Section 4.

The Union President or duly designated representatives may make reasonable use of the Employer's photocopying facilities

for reproducing grievance-related materials or labor-management contract proposals, or other materials necessary for labor-management meetings.

Section 5.

The use and assignment of OJP parking facilities shall be governed by applicable laws, rules, and regulations, and this Agreement.

Section 6.

(a) The Union shall have the right to distribute during non-duty time newsletters, flyers, bulletins, notices and other publications to employees at their work stations or mailboxes, through the Employer's e-mail system, and on the Employer's Intranet page. Any distribution by the Union to employee workstations shall occur before 9:00 am or after 5:30 pm.

(b) Bulletin board space of at least six feet square shall be made available on each floor occupied by employee workstations for exclusive union use. The Union may post newsletters, flyers, bulletins, notices, and other publications on its designated bulletin board space, so long as each posting is dated and initialed by a union representative.

(c) Nothing distributed or posted by the Union may be libelous, or violate applicable laws, rules, or regulations, or this Agreement, and will observe professional decorum in content and tone.

Section 7.

(a) The Union shall have access to the OJP Intranet by following the Employer's procedures for requesting information to be posted on it. The Union will comply with all applicable laws, rules, and regulations governing the use of the OJP Intranet, e-mail system and computer access.

(b) The Parties agree that the purpose of the Intranet and the e-mail system is to provide OJP employees with business-related information. In the event the Union needs to communicate specific information and to elicit an employee's response on a Labor-Management matter, it will limit such discussion to an individual level.

(c) The Employer agrees to allow the Union to have a web page on the Employer's Intranet. The Union may include appropriate "links" to other related sites (e.g. AFSCME Local 2830's privately maintained web page), and will include a statement which identifies the Union as the sole Party responsible for the content and accuracy of the material being posted.

(d) OJP will provide technical support for the Union's page and will provide advance notice of any proposed changes to policies governing the Intranet usage and the opportunity to comment, consistent with the terms of this Agreement.

Section 8.

The Employer agrees to post a copy of the Collective Bargaining Agreement on the OJP Intranet.

Article 7
Equal Employment Opportunity

Section 1.

In accordance with all applicable laws, rules and regulations the Employer will provide and assure equality of employment opportunity for all persons. The Employer and the Union agree that no employee will be denied equal opportunity because of race, color, religion, national origin, sex, gender identity, age, disability (physical or mental), genetic information, status as a parent, sexual orientation, marital status, political affiliation, or any other non-merit factor. The Parties recognize that prohibited discrimination may take the form of unlawful harassment. Sexual harassment shall be defined according to 29 C.F.R. § 1604.11.

OJP's Instruction on Sexual Harassment Complaints/Allegations provides guidance for employees who raise a complaint or allegation of sexual harassment.

Section 2.

Both Parties agree to adhere to all applicable laws, rules, and regulations that prohibit discrimination.

Section 3.

Through positive and continuing efforts, the Parties will seek to realize full equal opportunity for all employees. The Parties agree that positive steps must be taken to prohibit discrimination and to utilize, as practicable, the job-related skills of all employees.

The Union agrees to assist and cooperate with the Employer whenever appropriate. The Union also agrees to advise the Employer when it becomes aware of problems associated with equal employment opportunity.

The Union shall have the right to furnish a list of employees as nominees to be considered for appointments as EEO Counselors.

Section 4.
The Employer shall post the names, phone numbers, and workplace locations of EEO staff and counselors on the OJP Intranet and in appropriate areas around the workplace, updating as necessary.

Section 5.
All employees are responsible for treating fellow employees with respect and dignity, and for not practicing themselves, nor condoning in others, discriminatory behavior in the workplace.

Section 6.
A copy of the EEO complaint procedure will be posted on the OJP Intranet, as well as any current Agency affirmative action programs. Employees may seek information, including EEO training opportunities, from the Employer.

Section 7.
The Employer will give the Union a written copy of any settlement in response to any EEO complaint filed by unit employees unless any party to the settlement declines to authorize the release.

Section 8.
An employee has the right to request union representation in any formal EEO proceedings conducted by the Employer. Complainants have the right, upon their request, to be accompanied, represented, and advised at any stage in the complaint procedures by a representative. If an employee wishes to initiate an EEO complaint, the employee must contact an EEO Counselor within 45 days of the alleged discriminatory incident. Continuing problems must be brought to a counselor's attention thereafter in a timely manner.

Section 9.
The Employer shall provide information to the Union regarding the Employer's workforce composition by grade level, sex, and race, to the extent not excluded by applicable laws, rules, or regulations.

Article 8
Career Development and Training

Section 1.
The Employer recognizes that employee development and training is one way to improve the efficiency and economy of its operations by (1) developing a well-trained work force, (2) assisting employees to achieve their highest potential consistent with OJP's needs, and (3) motivating employees to contribute to the success of OJP's mission.

The Parties agree that Career Development and Training shall be administered in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 2.
The Employer recognizes its obligation to provide employees with whatever training it determines to be necessary, within the limits of practicability and budget constraints, to perform their official duties. Absent any Employer identified business need for training, employees will receive equitable consideration for training in accordance with applicable laws, rules, and regulations, and **Article 7, Section 1** of this Agreement.

Section 3.
All Employer-funded training must be mission-related and requested and approved in advance. Consideration will be given to the employee's current duties or duties he or she can reasonably be expected to perform in the future at OJP. The Employer will determine the availability of training funds and how training funds can best be utilized to maximize the usefulness of such training for OJP.

Section 4.
The Employer will make reasonable efforts to provide required training during regular duty hours. Subject to applicable laws, rules, and regulations, employees may be entitled to premium pay or compensatory time for time spent in required training outside of regular duty hours.

Section 5.
The Employer may maintain and have available for use by employees, supervisors, and the Union a variety of appropriate training announcements, catalogues, and notices.

Section 6.
Employees may request a meeting to discuss with their designated supervisory official and/or designated OJP official any relevant individual job-related training needs, career goals, and training and developmental opportunities.

Section 7.
Employees should submit requests for training and any denial will be explained in writing.

Section 8.
The Employer will respond to requests for on-the-job experience credit, by an educational institution, if the employee has provided a signed written release.

Section 9.
The Parties agree that interested employees should be encouraged to seek advanced degrees and training. When determined to be appropriate, government sponsored training may supplement and extend employee efforts. The employee may provide the Employer with documentation on self-development.

Section 10.
In accordance with applicable laws, rules, and regulations, and as appropriate, an employee may be required to agree to continue in the employment of the Employer after the completion of the training.

Section 11.
Employees who do not successfully complete training funded by the Employer may be required to reimburse the Employer in accordance with applicable laws, rules, and regulations.

Article 9
Dress Code

Section 1. Attire and OJP Image
The Parties agree that appropriate office attire promotes a professional image. For this reason, the Parties agree that OJP employees generally shall dress in business attire during regular work hours, except as provided below.

(a) Business Casual Attire. Employees may wear **business casual attire** on any day in which their official duties do not bring them into visual contact or communication with someone from outside OJP. Such visual contact includes but is not limited to participating either in person or electronically in a scheduled meeting or attending a conference/workshop with anyone outside of OJP, making a presentation to anyone, etc. Denim (such as pants, skirts or dresses) and sneakers are not considered business casual attire.

(b) Casual Friday Attire. Employees may wear **casual Friday attire** on any Friday on which they may wear **business casual attire** (see above for limitations) and on any day for which "unscheduled leave" is granted for Federal government employees. Denim (such as pants, skirts, or dresses) and/or sneakers are allowable on Friday and on liberal leave days, as long as they are not distressed, torn, or show excessive wear.

Section 2. Special Situations
The Employer may make exceptions to this policy, on an *ad-hoc* basis, for any business related reason: e.g., by designating a particular day (such as an office move day) to be a special casual attire day. Additionally, the Employer may make exceptions to this policy, with respect to a particular employee or employees, for any sufficient reason. Any employee who requests an exception to this policy may be required to provide sufficient documentation in advance to enable the Employer to make a determination justifying the exception.

Section 3. Generally Inappropriate/Prohibited Attire
- tank tops
- tube tops
- halter or midriff bearing tops
- tops with revealing necklines, spaghetti or less than one-inch wide straps
- tee shirts (white or colored) with or without a logo, insignia, slogan, etc.
- muscle shirts
- undershirts (white or colored) worn alone as an outer garment
- excessively worn-out clothing
- clothing with foul, obscene, suggestive, offensive or disrespectful language or images
- sweat pants, sweat suits or warm up/jogging suits or other athletic apparel (except in connection with an exercise activity)
- shorts (except in connection with an exercise activity)
- flip-flop shoes (e.g. beach/swimming pool toe thongs) of any construction
- baseball style caps or other caps with any logo, insignia, slogan, etc. worn indoors

Article 10
Contracting Out

Section 1.
(a) When the Employer is considering contracting out bargaining unit employee work, is comparing the costs of contracting out in relation to keeping the work in-house, and has informed employees of its intention, employees may suggest cost savings to the Employer for consideration.

(b) As soon as practicable, following any final decision to contract any bargaining unit work to an outside party, the

Employer will notify the Union of that decision in writing. If the Union determines that employees will be adversely affected by such a decision, the Union may request negotiations in accordance with the applicable provisions of this Agreement.

Article 11
Merit Promotion

Section 1. General Provisions

(a) All bargaining unit positions will be filled in accordance with applicable laws, rules, and regulations, and **Article 7, Section 1** of this Agreement.

(b) The Parties agree that reasonable efforts should be made to utilize the skills and talents of current employees. Consideration will be given to filling vacant positions through the utilization of present employees who apply and meet the qualifications and requirements for the position, by the closing date of the vacancy announcement.

(c) The procedures of this Article will apply to those positions being filled in accordance with the applicable *OJP Merit Promotion Policy*.

Section 2. Vacancy Announcements

(a) The Employer agrees to consider candidates within the minimum area of consideration but may expand the area of consideration if the minimum area of consideration does not produce enough high quality candidates or the Employer finds it is necessary to conduct a broader search.

(b) Announcements for bargaining unit positions shall be open for a minimum of ten (10) calendar days. In accordance with OJP policy, exceptions to the length of the open period may be made prior to the timeframe of the opening, for objective, mission-oriented purposes, documenting such reasons in the case file.

(c) Vacancy announcements will contain information required by applicable laws, rules and regulations.

(d) Vacancy announcements will also include whether the position is compatible with telework; however, an employee must also meet other criteria to be eligible for telework.

(e) Vacancy announcements will be made accessible to employees and the Union through available and appropriate electronic means, such as the OJP intranet and the USA jobs website.

Section 3. Qualification Requirements

(a) Candidates will be evaluated for possession of basic qualifications using *OJP Merit Promotion Policy*, OPM government wide qualifications standards and any job-related selective placement factors, if identified in the vacancy announcement.

(b) The designated hiring official for the position to be filled has the responsibility for preparing the rating criteria, i.e., crediting plan, and the appropriate OJP official (generally, the Human Resources Division) will review the criteria for reasonableness and appropriateness.

Section 4. Rating and Ranking Procedures

(a) The best qualified candidates will be identified through an impartial evaluation of eligible candidates based upon uniformly applied job-related evaluation criteria.

(b) Before beginning the ranking procedures, the application will be reviewed to ensure the candidate is within the area of consideration, meets minimum qualifications (including selective placement factors, if identified), and meets time in grade requirements.

(c) When there are more than ten basically qualified candidates rating and ranking will be accomplished by an electronic system or a rating panel as determined by the Employer.

(d) When rating and ranking is accomplished electronically, each application and assigned score will be reviewed to ensure each candidate was rated objectively, accurately and fairly.

(e) When rating and ranking is accomplished through a rating panel, the members of the panel will meet to evaluate eligible candidates and to identify best qualified candidates. Panels will consist of at least three persons responsible for evaluating candidates. The panel members must be at the grade being filled or higher and at least one panel member should be a subject matter expert in the same field as the vacant position.

(f) Based upon the span of numerical scores, the Employer will identify the breakpoint that distinguishes the best qualified candidates from the other qualified candidates. Applicants scoring above such breakpoint are the best qualified candidates.

(g) The best qualified candidates will be referred to the selecting official in alphabetical order without individual scores.

Section 5. Selection

(a) The recommending and/or selecting official may offer an interview to the best qualified candidates. If the official interviews one candidate, all best qualified candidates shall be offered an opportunity to be interviewed. All interviews should be conducted in a fair and equitable manner.

(b) The selecting official is not required to select a candidate from the referral list and may select from any other appropriate source.

(c) He or she may request an extension of the area of consideration or additional recruitment efforts, or may fill the job by some other type of placement action.

(d) If the selecting official selects a candidate from the best qualified list and the candidate does not fill the position, the selecting official will give consideration to the remaining candidates on the best qualified list.

(e) If the selecting official does not take action within 90 days after receiving the list of best qualified candidates, the merit promotion list will normally be canceled. Exceptions may be granted by the Employer in extenuating circumstances.

Section 6. Employee Notification

Employees will be notified in writing, or electronically, if they do not meet the requirements of the position, their application is incomplete, or they were referred to the selecting official but not selected. The Employer will provide notification as soon as practicable.

Section 7. Merit Promotion Records

(a) Promotion records will be established for each specific promotion or other placement action filled under the competitive procedures of this Article. Such records will be kept in accordance with applicable laws, rules, and regulations.

(b) The records will contain the following information:

(1) A copy of the vacancy announcement.

(2) A copy of the position description.

(3) Selective factors used (if any).

(4) Any quality ranking factors.

(5) A list of all eligible candidates and their applications.

(6) A list of and identification of any breakpoints of best qualified candidates.

(7) All rating and ranking factors used.

(8) The name of the applicant selected and the selecting official.

Section 8. Requests for Information

(a) An employee or his/her duly designated union representative, in accordance with 5 USC § 7114(b)(4), may request information concerning the procedures and operation of this Article.

(b) Upon a specific and written request to the Employer, an employee who applied for a position will be given the following:

(1) Whether the applicant was considered for the position;

(2) Whether the applicant met the basic qualification requirements;

(3) The ranking criteria used to assess applicants, i.e. the knowledge, skills, and abilities used in identifying best qualified candidates;

(4) The values assigned to their own application for each assessment criterion used; and,

(5) Whether the applicant was in the best qualified group, and

(6) The breakpoint as determined by the Employer.

Section 9. Resolution of Disputes

Grievances and appeals of non-selection will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

Article 12
Position Classification

Section 1.

Position Classification will be defined in accordance with applicable laws, rules, and regulations, and may include, but not be limited to, a system for classifying positions by occupational group, series, class, and grade according to similarities and differences in duties, responsibilities, and qualification requirements.

Section 2.

Each employee will be provided with an accurate description of his or her duties and responsibilities in the form of a position description as soon as practicable. Position descriptions will contain the principal duties and responsibilities of the position, supervision received, and organizational location of the supervisor. The Parties acknowledge that the Employer is solely responsible for establishing and changing position descriptions and assigned duties in accordance with applicable laws, rules, and regulations, and this Agreement. Each employee will be provided with a copy of any new or amended position description, as soon as practicable, in cases such as, a detail, reassignment, or promotion. Position descriptions in a career ladder series may differentiate the duties assigned at each grade level.

Section 3.

Should an employee find inaccuracies in his or her position description or be dissatisfied with the classification, the employee has the right to discuss the problem with the designated management official. The employee may thereafter discuss or request a review by the Employer. At the employee's request, a Union representative may attend such a discussion with the Employer. An employee dissatisfied with his or her position classification after the Employer review may appeal the class or grade of the position in accordance with applicable laws, rules, and regulations. Grievance and appeals regarding position classification after a review/desk audit will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 4.

When, as a result of a classification audit or survey, it is determined that a position is improperly classified, the Employer agrees to take appropriate action. Should it become necessary to demote an employee because it has been determined that the position has been misclassified at a higher grade level, the Employer shall notify the employee and the Union in writing. Upon request, the Employer agrees to meet with the employee and a duly designated union representative to discuss employee concerns within a reasonable period prior to the effective date of the downgrade. The Employer may consider reasonable alternatives to demoting an employee whose position has been misclassified.

Section 5.

The Employer agrees that phrases such as "other related duties" or "other duties as assigned" means assignments reasonably related to the employee's grade, position, and qualifications. The temporary assignment of lower level responsibilities will not ordinarily affect the grade of the employee to whom the additional duties have been assigned.

Section 6.

When the Employer conducts an overall review of Agency position descriptions it will notify the Union as far in advance as practicable.

Section 7.

The Employer will provide timely notice to an employee in the bargaining unit prior to a desk audit. The employee may consult with a union representative about such an audit.

Article 13
Performance Evaluations

Section 1. General Provisions

(a) Performance evaluations (or appraisals) will be made in accordance with this Agreement, and applicable laws, rules, and regulations.

(b) Each employee shall be given an official rating each year. The rating levels will be designated in accordance with the applicable OJP performance management policy.

Section 2. Components of Performance Evaluation

(a) Performance ratings shall be based on established performance goals and requirements.

(b) A performance plan (or performance work plan / performance review plan) contains written elements and standards.

(c) A performance standard is a statement of the expectations or requirements established by the Employer for performance review. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

(d) Performance rating levels include: Exceeds Expectation, Meets Expectation, and Unacceptable, unless the Employer gives notice that an equivalent rating level will be used and substituted, as appropriate.

Section 3. Performance Plan

(a) A performance plan will be prepared in accordance with applicable OJP performance management policy.

(b) The Employer should meet with the employee as soon as practicable at the beginning of each employee's appraisal cycle to develop, review and/or revise a performance plan. If an employee is newly assigned to a position, the Employer should meet with the employee as soon as practicable to discuss the performance plan and to explain the Employer's expectations for each goal and/or requirement. Such meetings shall be conducted in a manner designed to encourage the free exchange of ideas and suggestions.

(c) The performance plan will become official after having been signed by the Employer and received by the employee. The employee should sign and date the performance plan and may add comments to the document. The employee's signature only establishes receipt of the form and does not establish agreement with it.

(d) The progress review is an open and honest discussion between the Employer and the employee about the employee's work, skills and contributions. The Employer will normally conduct at least one (1), but preferably more, progress review(s) with each employee during the appraisal cycle. At least one progress review shall be conducted mid-performance cycle. At a minimum, the discussion should involve the employee and the Employer exchanging information about what each can do to increase the employee's contributions to the component.

Section 4. Performance Cycle

(a) A performance evaluation will be conducted within 30 days of the end of the performance cycle or as soon as practicable, in accordance with applicable OJP performance management policy. Any extensions to the performance cycle will be initiated in accordance with applicable laws, rules, and regulations.

(b) During the last 60 days of the rating cycle, the employee is encouraged to provide a self- assessment to the Employer summarizing his/her work achievements for the appraisal cycle compared to each work requirement. The Employer may meet with the employee to discuss the employee's self-assessment to clarify or obtain additional information from the employee.

(c) The Employer should consider this input, as well as input from a variety of other sources, such as customer feedback, review of work products, input from team or project leaders, or others having knowledge of the employee's performance.

(d) Employees on a special assignment, detail, or temporary promotion will be evaluated in accordance with applicable OJP performance management policy, and should receive a performance plan within 30 days of the new assignment, detail or promotion. An evaluation should be provided at the end of the assignment for use by the original rating official in preparing the rating of record, as appropriate.

(e) After the performance appraisal has been completed and signed by the rating and reviewing officials, the Employer should schedule a meeting with the employee as soon as practicable to discuss in detail his/her performance and the assigned rating. The employee should sign and date the performance plan and may add comments to the document. The employee's signature only establishes receipt of the form and does not establish agreement with it.

Section 5. Unacceptable Performance

(a) At any time during the appraisal cycle, if a rating official determines that an employee fails to meet the "Meets Expectations" level of performance for any assigned elements and standards, a meeting will be held with the employee to specifically describe how the employee's performance fails to meet those elements and standards. The employee will be advised what must be done for the employee to bring his/her performance to the "Meets Expectations" level. The rating official and employee should also discuss what, if any, guidance or assistance will be provided to help the employee improve his/her performance.

(b) Performance Improvement Period (PIP). Once the Employer has determined that an employee is performing at an "Unacceptable" level, this fact must be communicated in writing to the employee. The employee must also be informed:

- which elements and standards are "Unacceptable";
- that the employee is being given a performance improvement period, to demonstrate performance that meets expectations;
- any appropriate assistance which will be offered in order to help the employee in bringing their performance up to a "Meets Expectations" level; and
- the action or actions which will be initiated if performance fails to improve to a "Meets Expectations" level.

(c) If the employee's performance improves by the conclusion of the opportunity period or PIP, the rating official will give written notice to inform the employee that he or she has successfully completed the PIP. The

Employer will notify the employee of continued performance expectations.

(d)If the employee's performance continues to be "Unacceptable," by the conclusion of the opportunity period or PIP, action may be initiated to reassign, reduce in grade, or remove the employee in accordance with applicable laws, rules, and regulations.

Section 6. Grievances Associated with Performance

(a) As a general rule, a work element or standard is not grievable unless the employee or his/her representative asserts that the application of the standard constitutes a violation, misrepresentation or misapplication, of any law, rule or regulation controlling such elements and standards.

(b) The submission of a grievance need not, and should not, delay any proposed action stemming from unacceptable performance.

(c) Grievances and appeals regarding ratings of record will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

Article 14
Within-Grade Determinations

Section 1.

Employees are eligible for within-grade pay increases and additional step increases in accordance with applicable laws, rules, and regulations.

Section 2.

If applicable, in order to be eligible for a within-grade increase, an employee must be below step 10 of his/her grade level and meet the following requirements:
(a) The employee's performance must be at meets expectations (or equivalent) level;

(b) The employee must have completed the required waiting period for advancement to the next higher step of the grade of his or her position; and

(c) The employee must not have received an equivalent increase during the waiting period.

Section 3.

When a rating official becomes aware of changes in the employee's performance that would warrant a denial of a within-grade increase, the rating official must provide written notice to the employee within a reasonable period:

(a) That the employee is not performing at an acceptable level of competence;

(b) Of the work objective for which the employee's performance is deficient;

(c) Of the performance standards that must be reached in order to demonstrate an acceptable level of competence; and

(d) That a within-grade increase will be withheld unless the employee brings his/her level of performance to the meets expectations (or equivalent) level of performance before the date on which the within-grade determination will be made.

Section 4.

(a) A within-grade increase shall be effective in accordance with applicable laws, rules, or regulations, and will normally occur on the first day of the first pay period following completion of the required waiting period and in compliance with the conditions of eligibility.

(b) When, due to a determination that an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay of an employee, the effective date of the within-grade increase shall be retroactive to the date on which the within-grade increase would have been effective but for the determination of an unjustified or unwarranted personnel action. Likewise, when a negative determination is reversed on reconsideration or appeal, the within-grade increase shall be deemed to have been granted on the original effective date, making the increase retroactive, provided that a determination was made that an unwarranted or unjustified personnel action has occurred.

(c) When a meets expectations (or equivalent) level of competence is achieved and a within-grade increase determination is made after a negative determination of within-grade eligibility, the effective date will normally occur on the first day of the first pay period after the determination of this action. A new waiting period for the next within-grade increase commences on the effective date of the within-grade increase.

Section 5.

(a) Any determination denying a within-grade increase will be in writing and explain to the employee why the increase is being denied. The determination also will inform the employee that he/she may request a reconsideration of the denial from a higher level rating official in the organization that took no part in the denial, provided such request is submitted within fifteen (15) calendar days after receipt of the determination.

(b) The Employer may extend the 15-day limitation when it determines that the employee was not notified of the time limit and was not otherwise aware of it, or was prevented from requesting reconsideration within the time limit due to circumstances beyond his/her control.

Section 6.

The Employer, in processing the request for reconsideration, shall ensure that:

(a) The employee has the opportunity to contest the basis for the negative determination, in writing, through a request for reconsideration.

(b) Upon request, the employee has a right to a union representative in preparing his/her request for reconsideration.

(c) Upon request, the employee has the right to be provided with a copy of all relevant documents for use in preparing his/her request for reconsideration.

(d) A prompt decision is made in writing by a higher level rating official.

Section 7.

(a) When reconsideration sustains the original unfavorable decision, the employee may submit a grievance in accordance with applicable laws, rules, and regulations, and this Agreement.

(b) If a reconsideration is favorable, the within-grade increase may be granted by the higher level official if he/she is satisfied that the employee has sustained performance at the meets expectations (or equivalent) level and, if applicable, a new rating of record should be issued to support the determination.

Section 8.

If a within-grade increase is denied, a new formal within-grade determination will be made at the appropriate interval, in accordance with applicable laws, rules, and regulations.

Section 9.

Any delay in determination will be made in accordance with applicable laws, rules, and regulations. In the event of such a determination, the employee will be informed:

(a) that his/her determination is postponed,
(b) the reason for the delay,
(c) that the appraisal period is being extended, and
(d) the requirements for sustained performance at the meets expectations (or equivalent) level.

Article 15
Reassignment

Section 1.

A reassignment, for these purposes, shall mean the change of an employee from one position to another without promotion or change to lower grade.

Section 2.

The Employer retains the rights to reassign OJP personnel and may at any time reassign employees for the efficiency of the service, in accordance with applicable laws, rules, and regulations, and this Agreement. Employer considerations involving reassignments might include, but are not limited to, individual employee skills, qualifications, and experience, employee requests or volunteers, current staffing, and mission related changes.

Section 3.

Reassignments of employees to positions that offer training or experience that could lead to promotion will be made in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 4.

An employee who has been reassigned to a new position will be given a reasonable orientation period, consistent with applicable laws, rules, and regulations, including DOJ/OJP policies on performance management, during which he/she may be expected to learn new skills and abilities. The Employer will, where appropriate, provide training to perform any new function(s).

Section 5.

When a reassignment is required, the Employer will notify the employee in writing of the effective date of the reassignment, at least twelve (12) calendar days prior to the effective date,

whenever practicable, and will provide the employee the details of the new assignment, as soon as practicable.

Section 6.
Any employee who feels a hardship will be caused by the reassignment may consult with the Union within twelve (12) calendar days after the notice of the reassignment with regard to what recourse is available. The employee, and any union representative, if applicable, will be granted a meeting with the Employer as soon as practicable to give consideration to the employee's concerns. If so requested in writing by an employee, the Employer will explain the reason(s) for a reassignment or reassignment denial in writing.

Section 7.
A reassigned employee may request to retain the schedule(s) he/she had prior to the reassignment. If this request must be denied, the Employer will meet with the reassigned employee, and his/her union representative if applicable, to discuss the reason(s) for the denial and to consider any concern(s) raised by the employee.

Article 16
Details

Section 1.
The Parties agree that details are a part of the normal day-to-day functioning of the Employer and that the Employer has the right to detail and select employees for details in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 2.
The Employer will determine the length of the detail and will notify the employee and Union at least twelve (12) calendar days, whenever practicable, before the start of an Employer-directed detail. If the Employer determines the length of such a detail is to be extended beyond the length of time stated in the original notification, the Employer will notify the employee of the extension.

Section 3.
An appropriate record of all details will be maintained in accordance with applicable laws, rules, and regulations. An employee detailed for less than thirty (30) days may request that documentation of the detail be included in his/her OPF.

Section 4.
Details of an employee for more than 120 days to a higher graded position or to a position with known promotion potential will be made under merit promotion procedures. For details of less than 120 days, the Employer will decide whom to detail consistent with the needs of OJP but may consider using a competitive process or the rotation of employees.

Section 5.
The Employer will provide an employee detailed for more than thirty (30) days with a position description, if available, or an explanation of duties consistent with applicable laws, rules, and regulations, including DOJ/OJP policies on performance management.

Section 6.
Employees will not be detailed as a disciplinary action.

Article 17
Reduction in Force

Section 1. Definitions:
(a) A reduction in force (RIF) shall be defined pursuant to applicable laws, rules, and regulations, and may include the following: separation of an employee from his or her competitive level, required by the agency because of lack of work or funds, abolition of position or agency, or cuts in personnel authorizations.

(b) This article is not intended to address furloughs of any duration. See **Article 33 Short-term Furloughs, Shutdowns and Other Work Disruptions** for all types of furloughs.

Section 2.
When conducting a RIF, the Employer will follow all applicable laws, rules, and regulations. RIF's will not be used to discipline an employee or group of employees or for the purpose of circumventing merit promotion procedures.

Section 3.
The Employer retains all of its statutory rights related to a RIF, including (but not limited to) the right to determine when a RIF will be conducted, what positions may be affected and how they will be affected, the methods, means and technology of performing work, and the numbers, types and grades of employees or positions to be retained or released.

Section 4.

The Employer agrees to notify the Union of any RIF as soon as is practicable after a decision to conduct a RIF has been made. The notice will state, insofar as they are known at that time or soon thereafter as possible, the competitive levels that will initially be affected, and the number of positions, the names of the employees to be affected, the proposed effective date, and a statement of the reason for the RIF.

Section 5.

The Employer will, upon request, notify the Union of its efforts to minimize the adverse effects of the RIF and will consult on the means to assure a smooth and cooperative basis for assisting affected employees. Nothing in this Article shall be construed to modify the rights guaranteed to either Party by the Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code).

Section 6.

Since the Employer retains its right to take whatever actions are necessary to carry out its mission during an emergency, it may not, or in some cases cannot, delay the action for any negotiations under this section. In this event, the Parties will engage in post-implementation negotiations to the extent required by applicable laws, rules, or regulations.

Section 7.

The Employer will follow applicable laws, rules, and regulations in the establishment of RIF competitive levels.

Section 8.

The Employer shall notify each affected employee in writing consistent with the requirements of 5 C.F.R. Section 351.801-.807.

Section 9.

To the extent practicable, an employee shall be given ten (10) workdays in which to accept or reject any reassignment offer made in accordance with his or her rights under the applicable laws, rules, and regulations, or this Agreement. Absent circumstances that would cause the Employer to extend the time frame, the employee's failure to respond by the required date will be considered a rejection of the offer.

Section 10.

The Union will be given reasonable advance notice of the distribution of RIF notices to bargaining unit employees.

Section 11.

If an employee who has been affected by a RIF is not placed according to applicable RIF laws, rules, or regulations, at his or her current grade level in another position for which he or she is qualified, he or she will be considered for other positions for which he or she may qualify, in accordance with applicable laws, rules, or regulations.

Section 12.

When an employee has been given a specific RIF notice, the employee and/or his or her representative, shall have the right to review records pertinent to the employee to the extent permitted by applicable laws, rules, or regulations, subject to the Employer's lawful authority to withhold information under the Privacy Act, or other laws, rules, or regulations. If any information must be withheld for the above reasons, the requestor may, upon written request, receive a description or list of the withheld items, as appropriate.

Section 13.

An employee who has been adversely affected by a RIF may submit a grievance under Article 23 of this Agreement only if he or she believes any law, rule, regulation, or this Agreement has not been followed.

Section 14.

If a RIF occurs, the Employer will to the extent practicable:

(a) Ensure that all affected employees are given an opportunity to apply for vacant positions for which they qualify that management decides to fill using merit promotion procedures; those who apply will receive consideration for those positions.

(b) Give the affected employees requested assistance in obtaining other employment to the extent practicable.

(c) Give consideration to providing affected employees retraining for Employer positions to avoid separations during RIFs insofar as resources, applicable laws, rules, and regulations permit.

(d) Assist employees separated through RIF in finding other employment in the local commuting area. Employees for whom no positions are found may be counseled on benefits to which they could be entitled.

(e) Contact the appropriate State Employment Service to obtain available and relevant information on training programs for which affected employees may be eligible, and inform them as to how to apply.

Section 15.

Additionally, OJP may assist employees as follows:

(a) Re-promotion. Following the RIF the Employer, to the extent practicable, will assist downgraded employees in

finding positions in OJP at the grade they held before the downgrade.

(b) Qualification waivers. Before an OJP vacancy is advertised, the Employer may contact the initiating manager to determine if he or she will consider downgraded employees for the position who are not currently qualified for the position but can become so with training and/or on-the-job experience. If the manager agrees, the Employer may provide a list of such employees for his consideration. Employees must, however, meet the basic educational requirements.

Section 16.

The Employer agrees to make reasonable efforts to minimize RIFs resulting from the introduction of new equipment or processes, while fully retaining its rights under 5 U.S.C. § 7106(b)(1) to determine the methods, means and technology by which its work is to be performed.

Article 18
Transfers of Function and Reorganization

Section 1.

A transfer of function or reorganization shall be defined and administered in accordance with current applicable laws, rules, and regulations. A transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 2.

The Employer agrees to notify the Union as soon as practicable after a decision has been made to conduct a transfer of function or reorganization. The Union will receive information to which it is entitled by applicable laws, rules, and regulations. Such information, may include, a general statement of the reason for the action, organizational changes, the names of impacted employees, and the proposed effective date. The Employer will consider any negotiable, written proposals submitted in a timely manner by the Union. Since the Employer retains its right to take whatever actions are necessary to carry out its mission, in some cases it may not be able to delay the transfer of function or reorganization for any negotiations under this section. In this event, the Parties will engage in post-implementation negotiations to the extent required by applicable laws, rules, and regulations.

Section 3.

Any physical relocation that will occur as a result of a transfer or reorganization will be handled in accordance with **Article 28 Work Space Moves**.

Section 4.

The Employer will also inform the affected employees as soon as practicable of plans for a transfer of function or reorganization. To the extent practicable, the Employer will inform each affected employee individually of a transfer of function or reorganization.

Article 19
Overtime and Compensatory Time

Section 1. General Provisions

(a) The Parties agree that overtime and compensatory time shall be administered in accordance with applicable law, rules, regulations and this Agreement.

(b) Whenever workloads and priorities require the scheduling of overtime, every employee deemed qualified will be considered for participation in such work assignments, consistent with the operational needs of the Employer.

Section 2. Transportation and Safety

The employee's concerns regarding access to safe and available transportation for his/her commute home will be considered once brought to the Employer's attention, when it requires or expects an employee to work overtime after dark.

Section 3. Definitions of Key Terms

(a) Overtime – Ordered and approved time worked beyond an employee's normally scheduled tour of duty.

(b) Overtime compensation can be made either by payment at an appropriate overtime rate, or by time off equal to the amount of overtime worked, known as compensatory time. Either compensation method will be credited in fifteen (15) minute increments.

(c) Irregular or occasional overtime means overtime that is not scheduled in advance.

(d) Regularly scheduled overtime is scheduled by the Employer before the week in which it is worked.

(e) Bi-weekly overtime cap – Maximum limit on how much an employee can be compensated each biweekly pay period for overtime or compensatory time worked. An employee will not

receive compensation for any hours worked in excess of the biweekly cap on overtime pay.

(f) FLSA exempt employee - Not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) of 1938, as amended (29 U.S.C.201 et seq.)(generally GS-11 and above).

(g) FLSA nonexempt employee – Covered by the minimum wage and overtime provisions of FLSA (generally below GS-11).

Section 4. Assignment and Compensation

(a) The Employer will give reasonable consideration to individual employee circumstance(s) when assigning overtime, once the(se) circumstances has/have been brought to his/her attention.

(b) The Employer will provide reasonable notice of irregular or occasional overtime assignments.

(c) Eligible employees may request to earn compensatory time off in lieu of pay for overtime work.

(d) Eligible employees who have unused compensatory time at the end of the requisite period will be compensated for the balance of the compensatory time, in accordance with applicable laws, rules, and regulations.

Article 20
Leave

Section 1.

(a)The taking of annual leave is a right of the employee contingent upon the right of the designated management official to establish the time when leave may be taken. Therefore, leave schedules shall be arranged so that each employee has an opportunity to use annual leave with consideration for his or her wishes, subject to the right of the official having authority to approve annual leave to fix the time at which leave may be taken. Except in emergencies, employees will be required to obtain prior approval of annual leave. Annual leave requests of short duration may be approved absent overriding Employer needs. In the event an annual leave request must be denied, a mutually acceptable alternative time for the use of such leave may be determined.

(b) The Employer agrees to make reasonable efforts to accommodate employee requests to take one extended vacation of two weeks or more during the year. An employee desiring to take such an extended vacation must request it sufficiently well in advance to permit the designated management official the opportunity to accommodate the request and meet operational needs.

(c) In the event of a conflict of scheduling, annual leave that cannot be resolved by the usual informal "give-and-take" efforts of the authorizing official and the affected employees, the authorizing official will give primary consideration to operational needs of the office and secondary consideration to whether one of the employees was afforded an opportunity to take leave during the period(s) in question during the previous year. In the event of similar past usage records, length of government service will be considered.

Section 2.

(a) Sick leave is to be requested and approved only for the reasons specified in the applicable laws, rules, and regulations. It may not be used merely for rest or in lieu of, or to supplement, annual leave.

(b) Authorizing officials may require administratively acceptable evidence, and/or medical documentation, as appropriate, and in accordance with applicable laws, rules, and regulations for use of sick leave in excess of three (3) days, or for a lesser period when the Employer determines it is necessary. For example, an authorizing official may require additional evidence on requests for sick leave when, in his or her judgment, the employee's leave record justifies it and/or it is required due to circumstances of the leave request, such as if the employee is a chronic user of short periods of sick leave, when there is reasonable doubt as to the validity of the claim, or other relevant circumstances.

Section 3.

Family related leave will be governed by the applicable laws, rules, and regulations.

Section 4.

Annual and sick leave may be approved only by the authorizing official. Emergency leave shall not be denied solely on the basis that there is no one present with the authority to approve it.

Section 5.

Employees shall be granted necessary time off without charge to leave or loss of pay for required jury duty or for appearing in court as a summoned witness in accordance with applicable laws, rules, and regulations.

Section 6.

Excused absence to register and/or vote will be granted in accordance with applicable laws, rules, and regulations.

Section 7.

Unavoidable or necessary absence from duty of less than one hour may be handled administratively by the authorizing official in one of the following ways:

(a) By excusing the employee for adequate reasons.

(b) By requiring work time equivalent to the period of absence.

(c) By charging (in 15-minute units) against any leave time the employee may have to his or her credit.

Section 8.

(a) While an isolated instance of an unapproved absence of short duration (e.g., tardiness) may normally be handled as provided in Section 7, unapproved absences that are lengthy may be charged as absence without leave.

(b) Unapproved absences, even of short duration, may be a basis for disciplinary action.

Section 9.

Employees may request to work compensatory time in accordance with applicable laws, rules, and regulations for the purpose of taking off without charge to annual leave to the extent the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. Any employee who works compensatory overtime for this purpose may be granted an equal amount of compensatory time off from his/her scheduled tour of duty. The employee may work such compensatory overtime before or after the granting of compensatory time off. While normally such requests will be approved, the Employer reserves the right to disapprove requests which would require it to make more than a reasonable accommodation of its operational needs (e.g. an absence that would interfere with the efficient accomplishment of the Employer's mission).

Section 10.

Leave records will not be publicized by posting or unnecessary distribution, as prohibited by applicable laws, rules, and regulations.

Section 11.

The Employer will make reasonable efforts to accommodate employee leave requests when leave is requested for a short duration as a result of a death or critical illness in the employee's immediate family or household.

Section 12.

Advanced sick leave may be granted in accordance with applicable laws, rules, and regulations, to a full-time employee who has exhausted his/her sick leave balance. At the Employer's discretion, sick leave may also be advanced to an employee with a medical emergency, for purposes related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious medical condition. Part-time employees working on a regular schedule may be advanced sick leave in accordance with applicable laws, rules, and regulations.

Advanced sick leave will, however, not be granted when:

(a) an employee has filed or indicated an intent to file for disability retirement or to resign; or

(b) it is otherwise unlikely that an employee will accumulate sufficient future sick leave to repay the advance.

All such applications for advanced sick leave must be in writing and supported by administratively acceptable evidence.

Section 13.

Annual leave may be advanced as long as the employee would accrue that amount of annual leave during the remainder of the leave year. Employees do not have an entitlement to advanced annual leave.

Article 21
Health, Safety, and Related Services

Section 1.

The Employer recognizes the importance of health and safety and agrees to make reasonable efforts to:

(a) Provide first-aid kits, at a minimum in a central location (e.g., secretarial/receptionist area or mail/copier room) in each Office and Bureau.

(b) Provide appropriate training for a reasonable number of employees to administer first-aid.

(c) Provide clean restrooms in which appropriate supplies shall normally be available, including hot water during work hours and to ensure that the restrooms are normally cleaned on a daily basis and that all equipment is in working order when it is within its authority and control to do so. The Parties recognize that the Employer does not have primary responsibility or control over buildings and other facilities. The Employer agrees to initiate prompt and appropriate action

to correct unsafe or unhealthy conditions when notified of the condition and will request corrective measures from appropriate authorities.

(d) Designate a safety and health official who may be responsible for reviewing workplace safety concerns submitted by employees and the Union and bringing them to the attention of the appropriate authorities. Employees with complaints or concerns are encouraged to contact the designated safety and health official if the designated management official is unable to resolve the matter to the employee's satisfaction. Information for contacting the appropriate safety and health official will be made available to employees and the Union.

(e) Provide appropriate training or notification to employees to educate them in the fire and disaster plans and how to respond when a plan is activated.

Section 2.

The Employer agrees to work with the Department of Justice (DOJ), General Services Administration, and other appropriate federal agency officials, as required by appropriate laws, rules, or regulations and within its authority and power to do so, to:

(a) Provide employees with a safe, healthful and accessible work environment in accordance with applicable laws, rules, and regulations;

(b) Take action to abate unsafe or unhealthful working conditions in order to keep the workplace free from recognized hazards that are likely to cause physical harm;

(c) Provide and maintain required fire and disaster plans and equipment, including an alarm system recognizable to all employees. The Employer agrees to advise the DOJ, the lessor, GSA or other appropriate authority to ensure that fire drill requirements are met on an annual basis consistent with appropriate laws, rules, and regulations, and appropriate smoke detection devices are installed as well as exit signs on each floor that will be visible during power failures. Employee or Union reports of dangerous conditions shall be responded to in accordance with appropriate laws, rules, and regulations; and

(d) Maintain and update the Occupant Emergency Plan for its buildings, taking into consideration available and emerging safety equipment and techniques.

(e) Seek adherence to GSA guidelines on temperature, humidity, and oxygen levels. All floors and stairways will be appropriately monitored on a regular basis to ensure that they are safe. The Employer agrees to work with the lessor, GSA, or other appropriate authority, to have safe electrical equipment, adequate ventilation in all work areas, and an environment free of roaches and rodents maintained in the building.

Section 3.

(a) If an employee is assigned duties that he/she reasonably believes could pose a risk to his/her health or jeopardize his/her personal safety or well-being, the employee will notify his/her supervisor of the situation. Where the supervisor does not agree with the employee, the employee must make reasonable efforts to perform the assignment and may consult with a union representative. If the supervisor agrees with the employee, where feasible, the supervisor may resolve the problem and/or delay the assignment and refer the matter through the proper channels for appropriate action.

(b) An employee has a right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting and abatement procedures established in accordance with applicable/appropriate laws, rules and regulations.

(c) The employee will immediately notify a responsible management official of imminent danger, who will refer the matter through the proper channels for appropriate action. Where the responsible management official does not agree with the employee's concerns, the employee has the right to consult with the Union or a higher level management official.

(d) The term “imminent danger” means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

Section 4.

(a) If the Employer becomes aware of any hazardous condition that could affect employees, the Employer shall take appropriate action and advise the Union and the involved employees as soon as practicable as to what actions are being taken as a result. The Employer will give reasonable consideration to legitimate concerns when making work assignments or giving advice for avoiding possible dangers.

(b) If the Union or an employee becomes aware of any hazardous condition that could affect employees, they will immediately refer the concern to the Employer for appropriate action. The Employer will advise the Union and/or the involved employees as soon as practicable as to what actions are being taken. The Employer will give reasonable consideration to legitimate concerns when making work assignments or giving advice for avoiding possible dangers.

Section 5.

(a) When an employee is injured on the job, the employee shall notify his or her supervisor and report the injury on the appropriate forms. The employee shall be promptly informed as to his or her right to file for compensation benefits. The employee shall also be advised as soon as is practicable if

compensation benefits can be used in lieu of sick or annual leave.

(b) The Employer will make reasonable accommodations for an otherwise qualified individual unless an undue hardship would result, consistent with the provisions of the Rehabilitation and Americans with Disabilities Act and other applicable/appropriate laws, rules, and regulations.

Section 6.

The Employer agrees to make reasonable efforts to:

(a) Inform all employees of the availability of health services available through the DOJ (e.g., immunizations, examinations, counseling, etc.) and to make reasonable efforts to permit full participation in such programs.

(b) Make available emergency first-aid service.

(c) Arrange for a reasonable number of employees to obtain relevant training in CPR and relevant retraining so as to maintain CPR certifications and to distribute the names and locations of employees so trained.

(d) Permit an employee who is feeling ill and needs a place to lie down or seek care, to request permission to visit the Health Unit, if on site.

Section 7.

The Employer will make reasonable efforts to notify new employees at the time of their orientation and all employees annually of any available DOJ counseling and support services. The Employer will permit all employees to use available DOJ counseling services in accordance with applicable laws, rules, and regulations.

Section 8.

(a) Consistent with applicable laws, rules, and regulations, an on duty employee may request permission to seek available services for alcohol, drug abuse, family or financial problems, or other personal issues. The Employer may remind employees about available counseling and support services.

(b) If requested, the Union agrees to assist those employees regarding their concerns described under this section. Upon request, the Union will work with the Employer in considering resolutions to problems arising under this section. However, this shall not be construed as relinquishing the Union's responsibility to represent the employee upon his or her request in personnel actions arising from alleged alcoholism, drug abuse, emotional illness, or other personal problems or the Employer's right to seek appropriate disciplinary action.

Section 9.

Employees and the Union are encouraged to submit related concerns and suggestions for improvement to the designated safety and health official for consideration.

Article 22
Incentive Awards Program

Section 1. General Provisions

The Parties agree that an Incentive Awards Program is a useful mechanism through which employees' accomplishments can be recognized. Any OJP Incentive Awards Program will ensure consistency in the application of established standards and criteria, and be based on budget availability for awards. The types of awards available under this program include but are not limited to: Performance Awards, Special Act Awards and Honorary Awards. Awards will be granted in accordance with applicable laws, rules, regulations, and this Agreement.

Section 2. Performance Award Allocation

(a) Performance awards may be granted in recognition of a current performance rating. Performance awards may include: Quality Step Increases (QSIs); Cash Awards; Time-off Awards; and Combined Cash and Time-off Awards.

(b) Contingent upon an OJP component awards budget allocation, employees who receive a rating of "Exceeds Expectations" (or equivalent rating) in one or more performance element(s) but not an overall rating of "Exceeds Expectations" (or equivalent rating) may receive Time-Off Awards based upon the OJP budget allocation and projected work load.

(c) Contingent upon an OJP component awards budget allocation, employees who receive an overall "Exceeds Expectations" (or equivalent rating) may receive:

1. Cash Awards for each employee, based on an equitable percentage of the OJP component budget allocation;
2. Time-Off Awards, based upon the OJP component budget allocation and projected work load, an employee will receive a comparable amount of time off based upon their performance, grade, and other factors or,
3. Combined Cash and Time-Off Award.

Section 3. Special Act Awards

(a) A Special Act Award is an award granted to one or more individuals in recognition of a special act or service-type contributions of a one-time, nonrecurring nature, in the public interest and in connection with or related to official employment. Special Act Awards include: Cash Awards, Time-Off Awards, or Combined Cash and Time-off Awards.

The requirements for these awards are provided in accordance with applicable law, rules, regulations, and this Agreement. An employee should not receive more than one Special Act Award, based in whole or in part, on the same contribution.

Some examples of types of contributions for which employees may be recognized for Special Act Awards are: performance which has involved overcoming unusual difficulties; performance of assigned duties with special effort or innovation that results in increased productivity, economy, or other highly desirable benefit; or exemplary or courageous handling of an emergency situation related to official employment.

(b) On-the-Spot Awards are a type of Special Act Award designed to provide quick feedback and special recognition of employees who make extra efforts to perform duties or special assignments or provide one-time or short-term contributions that might otherwise go unrecognized. An employee should not receive more than one On-the-Spot Award, based in whole or in part, on the same contribution.

(c) The Employer agrees not to intentionally use On-The-Spot Awards to augment performance awards.

(d) The Employer will give reasonable consideration to whether an employee has received previous On-the-Spot Awards throughout the year prior to awarding such an award.

(e) Assistant Attorney General (AAG) Awards may be granted once a year, or as otherwise determined.

Section 4. Honorary Awards

(a) Certificates of Appreciation can be used to recognize employees with a timely opportunity to say "thank you" publicly to an individual for a deed well done.

(b) Length of Service Awards. Service in the Federal Government is normally recognized at five year intervals with a certificate and emblem.

(c) Employees may be recognized also through the use of other, OJP "themed" non-monetary items.

Article 23
Grievance Procedures

Section 1. Purpose

The Parties recognize that many disputes arise from misunderstandings, misperceptions and disagreements that can be resolved promptly and satisfactorily on an informal basis at the level they occur. Therefore, bargaining unit employees, supervisors, management officials, and union representatives are obligated to discuss problems as they arise and attempt to resolve them informally and quickly at the lowest possible level.

The purpose of this Article is to provide the procedure for the fair, expeditious and orderly adjustment of grievances that are covered by these provisions. Consistent with 5 USC 7121(a)(1), this procedure will be the exclusive procedure available to the Parties and the bargaining unit employees for resolving grievances. An individual, a group of individuals, the Employer, and/or the Union may file a grievance under this Article.

Section 2. Definition

The term grievance means any complaint:

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

Section 3. Exclusions

The following matters are excluded from coverage of this grievance procedure:

(a) Actions taken against a bargaining unit employee for the employee's prohibited political activities;
(b) Retirement, life and health insurance matters, TSP, basic rate of pay, or any pay or benefit prescribed by an applicable order, directive, policy, law,
or regulation;

(c) Any suspension or removal for national security matters;
(d) Any examination, certification, or appointment;
(e) The classification of any position that does not result in a reduction in grade or pay;

(f) The termination of a probationary or temporary employee;
(g) Non-selection for promotion from a group of properly ranked and certified candidates or from any other appropriate source;
(h) Non-selection for a reassignment, or a detail of an employee that does not conflict with applicable laws, rules, and regulations, or this Agreement;
(i) Performance evaluations, except as provided in this Agreement;
(j) Any proposed suspension or removal;
(k) Any informal disciplinary action, such as verbal counseling;
(l) Decisions regarding awards and/or the adoption or non-adoption of a suggestion;
(m) Any matters arising solely from acts occurring before the effective date of this Agreement. Any grievance in process or any event that an employee or the Union wishes to grieve that occurs prior to the effective date of this Agreement will be processed using the grievance procedures of the CBA dated June 2005.
(n) Policies, decisions or directives of appropriate authorities and entities, not including the Employing Office, provided that the impact and implementation of those policies by the Employer will be negotiable to the extent under the control of the Employer or permitted by law;
(o) Decisions and directives of appropriate authorities and entities involving matters of national security and critical incident management;
(p) The filling of positions outside the bargaining unit;
(q) Any matters arising outside of the bargaining unit, such as actions that occurred prior to hiring;
(r) Any matter previously raised under an appropriate statutory procedure.

Section 4. Exclusivity of Remedies

Matters covered by this Agreement that also fall within the coverage of a statutory procedure (including but not limited to EEO, MSPB, ULP, etc.) may, at the discretion of the aggrieved bargaining unit employee, or his or her union representative, be raised under the appropriate statutory procedures or under the negotiated grievance procedure, but not more than one process. A bargaining unit employee or the Union will be deemed to have exercised their option under this provision at the time the bargaining unit employee and/or the Union files a charge, appeal, complaint, or grievance under this Agreement, whichever occurs first. This election of exclusive remedy is irrevocable.

Section 5. Union Representation

A bargaining unit employee is entitled to be assisted by a union representative in the presentation of a grievance at any step. If the Union files a grievance on behalf of the employee, it will clearly indicate its representational status. Should the Union request any documents related to the grievance, it will present the Employer with a release signed by the employee. Once a union representative is designated by the employee, all written correspondence from the Employer related to the grievance will be addressed to the designated union representative.

An employee, or group of employees covered by this procedure, may present a grievance without the assistance of the Union, as long as the Union has been given the opportunity to be present during the grievance proceedings. The right of individual presentation does not include the right of taking the matter to arbitration since only the Union may invoke arbitration.

Section 6. Grievance Principles

(a) All Parties agree that any employee, the Union, or the Employer has a right to file a grievance and that right will not be violated. No Party shall be harassed, penalized, or retaliated against solely for initiating a grievance.
(b) The grievant will be granted reasonable administrative time to process the grievance in accordance with **Article 3** of the Agreement.
(c) A grievance not submitted or advanced by the grievant within the time frames specified for each step will be considered to be withdrawn and will not be subject to further action or review.
(d) Any grievance submitted under these procedures shall cite the specific concern and, to the extent known, the date and place of the grieved action or event, who took the action, the applicable section or sections of the Agreement that are alleged to be violated, and the specific remedy being sought.
(e) A grievance not responded to within the time limits specified at any step will result in the authority to advance the grievance to the next step within the specified timeframe.
(f) Grievances presented at any step, as well as grievance responses, must be hand delivered or submitted electronically, and accompanied by the Grievance Status and Tracking Form included with this Article, which will be posted on the OJP Intranet with reference to the CBA Article on Grievance Procedures.
(g) Either Party may request a meeting to discuss and to attempt resolution of the grievance at any step in the process, and both Parties shall make reasonable efforts to make representatives available to settle the grievance.
(h) Any issue of grievability or arbitrability must be raised at or before the filing of the final grievance step (or initial request for arbitration) to be valid.

(i)Any settlement agreement will be reduced to writing and will be signed by the grievant, the Union and the Employer. The grievance will be considered as being resolved once the terms of the settlement agreement have been effectuated.

(j) Settlement offers or discussions will not be used as evidence or referred to in the remaining steps of the grievance process or at arbitration, if the settlement efforts do not result in agreement. Settlement agreements will be considered to pertain only to the circumstances of the individual grievance and will not be precedent setting or used as evidence in any later grievances or other actions.

(k) All time limits herein may be extended by mutual agreement of the Parties.

Section 7. Employee Grievance Procedure.

Step 1. Within thirty (30) calendar days after the occurrence or after the date the employee should have reasonably become aware of the occurrence of the event leading to the alleged grievance, the employee and Union representative, if any, shall present the grievance in writing to the lowest ranking management official (usually the employee's immediate supervisor) with the authority to grant, or effectively recommend to the Employer, the resolution proposed in the grievance. The deciding official shall issue a written grievance decision within thirty (30) calendar days after receiving the written grievance. The deciding official's response shall decide all of the grievant's requests and shall answer each grievable issue raised by the grievant. At any time subsequent to the deciding official's response, the grievant may request a clarification of the response. However, such request for clarification will not extend the time limit established in Step 2.

Step 2. If the grievant feels that he or she has not received a satisfactory adjustment or remedy in Step 1, he or she at any time subsequent to, but no later than thirty (30) calendar days after the Step 1 grievance decision, may present the grievance to the next step designated management official (usually the Bureau or Office Head) or his/her designee(s) in writing. The deciding official shall render a grievance decision within thirty (30) calendar days after receiving the written grievance. The deciding official's response shall decide all of the grievant' s requests and shall answer each grievable issue raised by the grievant. At any time subsequent to the deciding official's response, the grievant may request a clarification of the response. However, such request for clarification will not extend the time limit established in Step 3.

Step 3. If the employee is dissatisfied with the decision rendered in Step 2, the Union may, within thirty (30) calendar days of the receipt of the final Agency decision, refer the matter to arbitration as provided in **Article 24, Arbitration**.

Section 8. Union and Employer Grievance Procedures

Union grievances must be submitted in writing by the Union President directly to the Employer's designated management official (usually the Deputy Director for the Office of Administration for Human Resources, or designee), within twenty (20) calendar days from the act or occurrence or after the date the Union should have reasonably become aware of the event leading up to the grievance. The management official or designee, and the Union President, or designee, shall meet as soon as practicable, normally within twenty (20) calendar days after receipt to discuss the grievance. A written response will be issued by the Employer within twenty (20) calendar days after the meeting.

Employer grievances must be submitted in writing by the designated management official (or designee), directly to the Union President within twenty (20) calendar days from the act or occurrence or after the date the Employer should have reasonably become aware of the event leading up to the grievance. The Union President, or designee, and the designated management official, shall meet as soon as practicable, normally within twenty (20) calendar days after receipt to discuss the grievance. A written response will be issued by the Union within twenty (20) calendar days after the meeting.

If a grievance under this section is not resolved, the Union or the Employer, as appropriate, may invoke arbitration in accordance with the negotiated procedures with thirty (30) calendar days of the decision.

Grievance Status and Tracking Form

Directions: A copy of this form shall be appropriately filled out and forwarded with grievance actions at every step.

Part 1: Step 1 Grievance:

On _____, _____ filed with
(date) (grievant)

_____ on _____
(supervisor) (grievance issue)

Result _____ Date _____

_____ _____
(type or print name) (signature)

Part 2: Step 2 Grievance:

On _____, _____ filed with
(date) (grievant)

_____ on _____
(supervisor) (grievance issue)

Result _____ Date_____

_____ _____
(type or print name) (signature)

Part 3: Request for Arbitration

On _____, _____ requested arbitration from
(date) (union official)

_____ on _____
(name of management official) (grievance issue)

Result _____ Date_____

_____ _____
(type or print name) (signature)

Article 24
Arbitration

Section 1. Applicability

(a) Any grievance or issue processed under Article 23 of this Agreement, if unresolved, may, upon written request, be submitted to binding arbitration. Arbitration may be invoked only by the Union or the Employer.

(b) All arbitration requests must be hand delivered or submitted electronically.

(c) The request for arbitration must be made within thirty (30) calendar days after receipt of the final grievance decision. If the arbitration invocation is withdrawn or a deadline not met, the last preceding written response will be considered final.

Section 2. Arbitrator Selection

(a) Within fifteen (15) calendar days from the date of the request for arbitration, the Party that invoked arbitration shall request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fifteen (15) calendar days from receiving a list of arbitrators from FMCS, the Parties shall meet to select an arbitrator.

(b) If the Parties cannot mutually agree upon an arbitrator, the Parties will each strike one (1) name from the list alternately and then repeat this procedure until one name remains. The person whose name remains shall be the duly selected arbitrator. The Party striking the first name from the list in each case shall be chosen by a coin toss. At any time the Parties may agree to obtain a new list of arbitrators from the FMCS.

(c) If no action is taken by either Party to select an arbitrator within thirty (30) calendar days from the receipt of the FMCS list, or to arrange a hearing date within sixty (60) calendar days of the arbitrator selection, the matter will be considered to be withdrawn unless mutually agreed otherwise.

(d)The arbitrator shall be provided with a copy of this Agreement at the time he or she agrees to hear the matter.

Section 3. Pre-Hearing Matters

(a) The Parties shall communicate in advance of the arbitration hearing in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The Arbitrator will have the final authority to determine the issue(s) to be decided.

(b) The Parties will exchange lists of witnesses at least ten (10) calendar days in advance of the hearing and indicate the nature of the testimony, e.g., direct observation of an incident, knowledge of bargaining history, etc. for each witness. Disputes as to the relevance of a witness or redundant testimony will be resolved by the Arbitrator.

(c) The grievant and employees who are called as witnesses will be excused from the performance of their normal duties to the extent necessary to participate in the arbitration proceedings and during such times these employees shall continue in a pay status.

(d) The Union shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Union and/or on the behalf of employees. An agreement by the Parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s). If the matter is resolved, the settlement will be reduced to writing and will be signed by the grievant, the Union and the Employer. The grievance will be considered as being withdrawn once the settlement agreement has been fully executed. Settlement offers or discussions and settlement agreements will be considered to pertain only to the circumstances of the individual grievance and will not be precedent setting or used as evidence in any later grievances or other actions.

(e) The Union may be represented by one (1) person on official time in all matters related to the hearing. The Employer's obligation to provide official time is limited to bargaining unit employees. The Parties are obligated to notify each other in writing, no less than ten (10) calendar days prior to the hearing of the name(s) of its representative(s) and in the case of non-bargaining unit employees, provide contact information including name, firm, if applicable, street address, telephone number and email address.

(f) Any issues of grievability or arbitrability must be raised with the other Party at or before the filing of the final grievance step in order to be valid.

(g) If a disciplinary or adverse action is referred to an arbitrator, and if the Union alleges that favorable information has not been furnished by the Employer, all such information will be furnished to the arbitrator for an "in camera" inspection.

(h) Material that is determined by the arbitrator to be favorable and which was not previously furnished to the Union will be furnished to it.

(i) The Employer may sanitize or withhold such information from the arbitrator pursuant to its authority under applicable laws, rules, or regulations.

Section 4. Cost

(a) The arbitrator's fees and expenses shall be borne by the losing Party to the arbitrator's decision. In "split decisions" or other ambiguous circumstances, the arbitrator shall decide who is the "losing party" for the purpose of this section.

(b) In the event either Party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the Party requesting such cancellation or postponement shall bear the full cost of the

cancellation/postponement fee. In the event the Parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the Parties will equally bear the cost of the fee, unless the Parties agree otherwise.

(c) In all arbitrations, each Party shall bear its own costs for transcripts. Any Party wishing a record of the hearing shall provide the other Party a copy if that Party agrees to pay one half the cost of the record.

Section 5. Authority of the Arbitrator

(a) An arbitrator selected under this Article must operate within the context of federal law and applicable regulation involving Federal service employees, or the precedence of the decisions of the Federal Labor Relations Authority (FLRA), the U.S. Merit Systems Protection Board (MSPB), and courts of competent jurisdiction, the *Code of Professional Responsibility for Arbitrators,* and FMCS's *Arbitration Policies and Procedures* in determining a ruling and a remedy for cases presented to them.

(b) The arbitrator shall have no jurisdiction or authority to add to, subtract from, or modify, amend, nullify, or ignore in any way the terms of this Agreement and shall not make any award that would, in effect, grant the Union or an employee or employees any terms which were not obtained in the negotiation process leading to this Agreement.

(c) This Agreement constitutes the entire agreement between the Parties and there are no other agreements, written or oral, which affect the terms of this Agreement. The plain language contained within this Agreement shall bind the arbitrator in construing and interpreting the Agreement. Evidence extrinsic to this Agreement shall not be received or considered by the arbitrator in interpreting or construing this Agreement except with respect to any particular provision that is patently ambiguous.

(d) The arbitrator may not consider any evidence or issue unrelated to the specific matter addressed in the grievance which is the subject of the matter the arbitrator has been selected by the Parties to hear.

(e) The standard of proof in performance based actions and disciplinary actions shall be as follows:

a. In an adverse action (a removal, reduction in pay or suspension of more than fourteen (14) days) that would otherwise be appealable to the MSPB, the standards used by that Agency shall be applied. Specifically, this means that the action must be taken "for such cause as promotes the efficiency of the service."

b. In a performance based action, the standard applied is "failure to perform a critical element of the position at an acceptable level."

c. In disciplinary actions, such as a reprimand or;

d. suspension of 14 days or less, the standard to be used is that the action must be based on "just and sufficient cause."

(f) In other than disciplinary, adverse or performance adverse based actions, as described above, the burden of proof and production shall rest with the Party bringing the case to arbitration.

(g) The Parties recognize the arbitrator is empowered and required to enforce a reasonable request by the Employer in advance of the hearing for information in the possession of the Union or a Union witness to a proceeding.

(h) An arbitrator may engage in the mediation of the dispute only with the mutual agreement of the Parties.

Section 6. Arbitration Hearing

(i) Arbitration hearings will be held at a mutually agreed upon date no later than ninety (90) calendar days after an arbitrator is selected. The Parties may mutually agree to extend any time limit.

(j) The arbitration hearing shall be held, whenever practicable, on the Employer's premises during regular business hours – Monday through Friday unless mutually agreed otherwise.

Section 7. Award

(a) The arbitrator shall have no authority to add to, subtract from, or modify the terms of the Agreement.

(b) The arbitrator will be requested to render the decision as quickly as possible, but in

a. a.no later than thirty calendar (30) days after the conclusion of the hearing, unless the Parties mutually agree to extend this time limit.

(c) The arbitrator shall submit all findings in writing, and this decision shall decide all issues timely raised by any Party, including arbitrability.

(d) The arbitrator's findings and award shall be final and binding upon all Parties.

(e) However, exceptions to an award may be filed with the Federal Labor Relations

(f) Authority or an appeal may be filed with a federal court under applicable laws, rules, or regulations.

Section 8.

Any employee determined to be a necessary witness will be excused from duty to the extent necessary to participate in the official proceedings. However, in emergency situations, where the necessary witness cannot be excused from duty, the hearing will be rescheduled.

Article 25
Disciplinary and Adverse Actions

Section 1. Definitions

(a) A disciplinary action for the purpose of this Agreement is defined as a written reprimand, or a suspension of 14 days or less.

(b)An adverse action for the purpose of this Agreement is defined as a suspension for more than 14 days, removal, furlough of 30 days or less, reduction in grade, or reduction in pay.

(c) A suspension is defined as the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

(d) A reprimand must:

(1) be identified as such in a written document
(2) describe the inappropriate conduct or other deficiency (e.g. failure to obtain approval for outside employment) giving rise to the reprimand, and
(3) provide official notice that a failure to correct the inappropriate conduct or deficiency, or future misconduct, may result in more serious action.

Section 2. Coverage

(a) Employees serving on temporary appointments of one year or less or who have not completed a probationary period or trial period are not covered by this Article.

(b) Removals or reductions in grade for unacceptable performance in one or more critical elements as specified by applicable laws, rules, and regulations are not covered by this Article but are governed by **Article 13** of this Agreement. For other actions excluded by law or regulations from the provisions of this Article, see 5 CFR Part 752.

Section 3. Standard for Action

(a) Disciplinary and adverse actions shall be taken for such reasons as will promote the efficiency of the Employer.

(b) Disciplinary and adverse actions may be preceded by prior actions such as counseling, oral or written admonishments, a written reprimand, or a suspension.

(c) In processing disciplinary or adverse actions the Employer will comply with all procedural requirements prescribed by the applicable laws, rules, and regulations.

Section 4.

In those cases in which the Employer has decided to separate an employee in an adverse action, and the Union has taken the employee's grievance over such action to arbitration, the employee may ask the Employer to permit him or her to remain on duty pending a final decision by the arbitrator. The Employer will give prompt consideration to such a request.

Section 5.

(a) The notice of proposed disciplinary action or adverse action will advise the employee of his or her right to review and copy the material that is relied on to support the reasons for the proposed action. The Union may request such materials pursuant to the procedures of this Agreement and must present a signed written release from the employee for these records.

(b) Access to or withholding of records pertaining to disciplinary or adverse actions shall be consistent with **Article 3 Rights and Obligations of Employees** in this Agreement.

Section 6.

Final decisions on disciplinary actions are subject to the Grievance and Arbitration procedures of this Agreement. Final decisions on adverse actions may be appealed to the Merit Systems Protection Board (MSPB) or under the provisions of the Grievance article, but not both. A bargaining unit employee or the Union will be deemed to have exercised their option under this provision at the time the bargaining unit employee and/or the Union has filed an appeal or grievance under this Agreement, whichever occurs first. This election of exclusive remedy is irrevocable. In accordance with applicable laws, rules, and regulations, the arbitration of such cases is governed by the rules governing similar cases brought before the MSPB including the "harmful error" rule.

Section 7.

An employee against whom a disciplinary or adverse action is proposed is entitled to union representation in accordance with applicable laws, rules, and regulations, to respond to proposed disciplinary and adverse actions, at any examination by the Employer, or in connection with an investigation if the employee reasonably believes that the examination may result in further disciplinary action against the employee and the employee requests representation.

Article 26
Duration and Scope of Agreement

Section 1.
This Agreement supersedes all agreements and past practices between the Parties in effect prior to the effective date of this Agreement. In the administration of all matters covered by this Agreement, the Parties are governed by existing and future laws, published agency and government-wide policies and regulations in existence at the time the Agreement is approved; and subsequently published agency and government-wide policies and regulations.

Section 2.
This Agreement shall take effect on the thirty-first (31) day following successful negotiation and execution by the Parties, unless disapproved pursuant to the provisions of 5 U.S.C. §7114. This Agreement shall remain in effect for three (3) years from the effective date. Unless either Party gives written notice to the other Party at least sixty (60) days but not more than one hundred (100) days prior to the expiration date of the Party's desire to negotiate or modify the Agreement, it will automatically be renewed annually thereafter.

Section 3.
In the event notice is given by either Party, negotiations shall commence within sixty (60) days from the date of the receipt of the proposed changes.

Section 4.
Failing the automatic annual approval or the approval of a new Agreement by the expiration date of this Agreement, this Agreement shall be extended in full force and effect until the effective date of the new Agreement.

Section 5.
Except as otherwise herein provided, it is agreed that during the term of this Agreement any Article in this Agreement may be reopened only with the consent of both Parties.

Section 6.
During any negotiations following a midterm reopening of this Agreement, Union officials shall be authorized official time for negotiations and preparation as agreed to by the Parties. The number of Union officials for whom official time is authorized shall equal the number of individuals designated as representing the Employer for such negotiations.

Section 7.
Except as provided elsewhere in this Agreement, to the extent the provisions of Department of Justice Orders or the Employer's Instructions issued subsequent to the effective date of this Agreement conflict with the Agreement, the provisions of this Agreement shall govern.

Section 8.
The Parties agree that for effective and successful implementation and administration of this Agreement, employees, union representatives, supervisors and managers, should be thoroughly familiar with all the provisions of this Agreement.

Article 27
Withholding of Union Dues

Section 1.
The Employer agrees to withhold the dues of union members as specified below on a biweekly basis through payroll deductions, subject to applicable laws, rules, regulations, and this Agreement. This Article is applicable to all employees who meet the following criteria:
(a) Are members of the bargaining unit, and
(b) Voluntarily complete SF-1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues), and
(c) Receive compensation sufficient to cover the total amount of the allotment.

Section 2.
The Union agrees to:
(a) Notify the designated management official in writing of:
(1) The names and titles of officials authorized to make the necessary certifications of SF-1187, and name and address of the person or party to whom the check shall be payable.
(2) Any change in the amount of membership dues.

(b) Forward properly executed and certified SF-1187's to the designated management official on a timely basis.

(c) Promptly, within one pay period of receipt, forward an employee's revocation or memorandum for revocation to the designated management official when such is submitted to the Union.

(d) Provide the Employer with the name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of such determination.
(e) Notify the designated management official of the Union's current dues schedule and any changes thereto. The Union agrees that such changes shall not occur more often than once a year.

Section 3.

The Employer, at no cost to the Union, agrees to:
(a) Permit and process the allotment of dues.
(b) Withhold dues on a bi-weekly basis.
(c) Process any requests to withhold new amounts of dues upon the receipt by the Department of Justice payroll office of the employee's certified and correctly completed SF-1187.

Section 4.

The Employer agrees to work with the Department of Justice to:

(a) Increase the dues withheld to the correct amount promptly following an employee's promotion, within-grade increase, or other salary increase as long as Union dues are percentages of salary.

(b) Promptly remit the amount due to the Union to the payee designated by the Union.

Section 5.

The Employer shall remit a statement to the Union providing the following information:
(a) The names of the union members in alphabetical order for whom deductions were made and the amount of each deduction.
(b) The total number of members for whom dues were withheld.
(c) The total amount of dues withheld.

Section 6.

The Employer will give the Union an explanation of each SF-1187 that is not processed and will advise the Union of each written revocation it receives from any employee. At any time the Employer decides an employee should be removed from dues withholding (because of a promotion or other reason), the Employer will immediately notify the Union of the intended action and the reason therefore.

Section 7.

A dues withholding request (SF-1187) submitted by a bargaining unit employee will become effective under the following conditions:

(a) An employee may not revoke an allotment until one (1) year has elapsed after the first deduction.

(b) An employee must submit a properly completed SF-1188 (Cancellation of Payroll Deductions for Labor Organization Dues) to the Human Resources Division (HRD).

(c) The effective date of a revocation will be as of the first full pay period after the anniversary of the first deduction.

(d) Termination due to separation or moving to a position outside the bargaining unit or expulsion from the Union will normally automatically occur at the end of the pay period in which the separation, transfer, promotion, or expulsion is effective.

(e) Should the Employer erroneously continue deducting an employee's dues after such deductions should have been terminated, any excess payment to the Union will be subtracted from the next payment to the Union after the error is detected but only if the Union has been provided with a written statement explaining the reasons the error occurred.

Article 28
Work Space Moves

Section 1.

This Article establishes procedures for implementing OJP work space moves for AFSCME bargaining unit employees. OJP and AFSCME intend workspaces for such employees to be allocated fairly and equitably.

Section 2. Procedures for individual work space relocation

(a) When the relocation of individual work space becomes necessary, to the extent practicable, the Employer shall provide the Union with at least ten (10) calendar days' notice of the proposed change, unless operational needs require a shorter period. In the event the Employer must notify fewer than ten (10) calendar days in advance, the reasons therefore will be explained. If the Union desires to negotiate concerning the impact and implementation of the proposed change, to the extent permitted by law, it shall notify the Employer within at least ten (10) calendar days of receipt of the notice. Such request to negotiate shall include specific and relevant formal proposals for consideration. Reasonable extensions of the Union's time for response will be granted for justifiable reasons such as absence of employee, etc.

(b) Before implementing any change, the Employer agrees to bargain over timely-submitted negotiable proposals to the extent required by applicable laws, rules, and regulations, including any Union requests to consider an employee's preferences when making changes.

(c) If no union proposals are submitted per the CBA, the tentative move date becomes the actual move date. If the move is an emergency or other business-related reasons apply for an immediate move, OJP will notify the Union of the expedited move date and why the above procedures should not apply.

Section 3. Procedures for work station reorganization, reconfiguration, or redesign

(a) When workspace reorganization, reconfiguration, or redesign becomes necessary, allocation will proceed under a two-step process. First, OJP will determine which office space will best suit the needs of OJP and the component or divisions within said component. The floor plan, or relevant portion thereof, will be shared with staff in advance of the moves.

(b) Second, a list of bargaining unit employees to be relocated will be created. Based on the space OJP determines to be available, the employees to be relocated will select space in descending order by:

a. Employee grade level;
b. Employee time in grade;
c. Employee service computation date (SCD) in federal government; then
d. Employee length of time in service in current office.

(c) All GS-14 and above employees may select from any available offices or have first choice of available work stations. GS-13 employees will select next from available workstations. Any ties will be broken by the criteria in (b) above.

OJP will notify the Union as required by **Article 2, Section 7 Rights and Duties of the Union**. If no union proposals are submitted per the CBA, the tentative move date becomes the actual move date. If the move is an emergency or other business-related reasons apply for an immediate move, OJP will notify the Union of the expedited move date and why the above procedures should not apply.

Section 4. Other Work Space Changes

(a) The Parties agree that it may be anticipated that due to budget constraints, evolving technological advancements or other changes that affect space allocation, the office space configuration of the future may be different both in size and/or configuration from the present arrangements. The Employer recognizes its collective bargaining obligations with respect to the implementation of any such changes.

(b) If the Employer decides to reorganize, reconfigure or redesign office space within OJP, the Union will be notified and be given the opportunity to negotiate over the impact and implementation of the proposed changes in accordance with **Article 2, Section 7**, of this Agreement.

Article 29
Alternative Work Schedules (AWS)

Section 1.

The Parties agree that alternative work schedules (AWS) contribute to a positive work relationship, improved employee morale, and good labor-management relations. However, each employee's work schedule shall ensure that the duties and requirements of the employee's position are fulfilled and the Employer is able to perform its functions efficiently, productively, and economically. The Employer's operational needs are paramount.

Section 2.

The Employer will administer any AWS program in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 3.

The Employer's work week shall consist of five workdays of eight hours each (plus the lunch period), Monday through Friday.

(a) Available starting hours shall be set at fifteen-minute intervals beginning at 6:00 am.

(b) Available finishing hours shall end at 8:00 p.m.

(c) Designated management officials may limit the starting hour to no earlier than 7:30 a.m. and the leaving hour to no later than 5:30 p.m., based on operational needs. Prior to imposing such a limitation, the Union must be notified, in writing, of that reason.

(d) If an employee can demonstrate to the satisfaction of his or her designated management official that the range of permissible working hours should be expanded to alleviate a hardship (for example, child care needs, medical needs, an absence of transportation), the designated management official may agree to modify the flexible bands provided that this would not adversely affect operational needs.

(e) The lunch period will normally begin at the midpoint of an employee's daily tour of duty. Designated management officials may, however, approve other lunch starting and ending times that do not conflict with operational needs. With a designated management official's approval, employees on a flexible schedule may extend their lunch period beyond the mid-point by up to one hour if the time is made up during the same day. The lunch period is in addition to the required work hours and should not be moved to either end of the day or be "worked through," so as to shorten the workday. However, a designated management official may allow an employee, on a non-recurring basis, to take his or her lunch period at either end of the day when that would assist an employee with special circumstances.

Section 4.

Subject to the operational needs of the Employer, an employee may elect one of the work schedules described and may change that schedule with the designated management official's approval. Employees on a maxi-flex or compressed work schedule may vary their starting and leaving times with his/her designated management official's prior approval. The following work schedules are available under the conditions specified in this Article:

(a) Maxi-Flex Work Schedule. A flexible work schedule that may contain fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the designated management official.

(b) Compressed Work Schedule (CWS) or Five-four-nine (5-4-9). Under the 5-4-9 schedule, an employee works an established schedule of eight 9-hour days, one 8-hour day, and has a scheduled day off during the pay period. The day off and short day should not be scheduled in the same week.

Section 5.

Because compressed work schedules are **fixed** schedules:
(a) Employees may not substitute their short day for a missed day of work in order to lessen the hours of leave used. The off-day may be occasionally changed with a designated management official's prior approval. However, these officials are prevented by regulation from moving off-days or short days to other pay periods, formally or informally.
(b) Employees on a CWS who arrive late or leave early must request and use leave for the appropriate time missed; they are not authorized to make up missed hours by working late or coming in early on subsequent days, except as under the leave provisions of this Agreement. A designated management official may require employees who are working compressed work schedules to change their days off to meet operational needs.

Section 6.

"In-lieu-of" holidays will be governed by applicable laws, rules, and regulations. For example, when a Federal holiday falls on the non-workday of the employee who is working a compressed work schedule, the preceding workday becomes the employee's "in-lieu-of" holiday. In the event a holiday falls on a Sunday, then Monday becomes the designated holiday. When a holiday falls on a non-workday of a part-time employee, he or she is not entitled to an "in-lieu-of-day" for that holiday.

Section 7.

Employees working alternative work schedules may be required to have their work hours recorded by sign-in/sign-out sheets, emails to supervisors, etc. Employees found to be abusing their work schedules may be removed from an AWS schedule and may also be subject to discipline, as appropriate. Employees who have received less than a Meets Expectations (or equivalent) level on their last formal performance appraisal may be required to change their work schedules if such changes can be expected to facilitate improvements in their performance.

Section 8.

The Parties agree that the Employer has the right to take whatever actions may be necessary to carry out the Employer's mission during emergencies, in accordance with applicable laws, rules, and regulations.

Section 9.

Adjustments or terminations to *individual or position* work schedules may be made by the designated management official based on operational needs. The designated management official will inform the employee and the Union of the available schedule options. The Employer will work with the Union and the employee to establish a new schedule that is compatible with operational requirements. If an employee's work schedule is to be changed, the current work schedule shall remain in effect until the new schedule is established.

Section 10.

When an employee is assigned to training or is in a travel status, the employee is expected to modify his or her schedule if necessary to accommodate the situation.

Article 30
Transit Subsidy

Section 1. General Provisions

(a) The Employer has determined that it will provide a commuting subsidy in the form of monthly transit benefits to each eligible employee, as authorized by applicable laws, rules and regulations and subject to available funding. If an employee's actual cost of eligible commuting (not including the cost for parking or for any other related commuting expenses) is less than the maximum monthly benefit amount, she/he will only receive a transit benefit equal to the actual cost of the commute.

(b) An eligible OJP employee for purposes of receiving a transit benefit is either a student volunteer or an individual who is on the paid employment rolls of the Employer during the period for which he/she is seeking a benefit and who will remain on the rolls of the Employer for a sufficient period of time during that month to meet the usage criteria outlined below. In addition, an eligible employee must use mass transportation or a commuter highway vehicle for regular daily commuting in accordance with the provisions outlined below and who does not receive other commuting benefits from any federal agency.

(c) Employees named on a work place motor vehicle parking permit, including employees listed as a member of car pools and van pools that park in spaces subsidized by OJP or any other federal entity, must withdraw their membership in that car pool or van pool before receiving the Employer's transit benefit, in accordance with applicable laws, rules, and regulations. The Employer may establish appropriate systems to communicate with other Federal Parking Coordinators to monitor participation in car pools.

Section 2. Eligibility

In order for an employee to receive a transit benefit, in accordance with applicable laws, rules, and regulations, he/she must:

(a) apply for the transit benefit, and

(b) meet all requirements to include commuting the requisite number of days using an eligible mass transportation system or a commuter highway vehicle (including eligible van pools).

Section 3. Other Commuting Systems

If an individual uses a mass transportation system which has been approved by the Employer, but which is not a member of the WMATA Federal MetroPool program, the employee must follow the established procedures in order to be considered for any Employer reimbursement for his/her monthly commuting expenses on the mass transit system.

Section 4. Restrictions on Use

Transit benefits, and any other media to which they are converted, may not be transferred from the recipient to any other individual, including family members. Moreover, transit benefits, and any media to which they are converted, may only be used for commuting to and from work on an eligible mass transportation system. Transit benefits may not be used for personal trips, to pay for parking, or other costs associated with commuting.

Section 5. Replacement of Lost Transit Benefits

If an employee misplaces his/her transit benefit, it will not be replaced by the Employer.

Section 6. Conditions of Termination

Failure to comply with program requirements will result in expulsion from the program and can result in disciplinary action, up to and including removal. The making of a false, fictitious or fraudulent certification may render the maker subject to criminal prosecution under application laws, rules, and regulations, providing for administrative recoveries.

Article 31
Telework

Section 1. General Provisions

(a) Telework is primarily an arrangement established to facilitate the accomplishment of work; although it may be mutually advantageous to OJP and to employees by ensuring the organization accomplishes its mission while also providing employees with the opportunity to reduce commuting time and expenses, promote high morale, and increase time with family. Approved Telework arrangements must result in accomplishment of the assigned duties and responsibilities and must not adversely impact the accomplishment of those duties and responsibilities or the mission.

(b) Telework is voluntary, and an employee can end his or her participation at any time. Participation in Telework is subject to Employer approval, technology availability, and other limitations.

Section 2. Definitions

(a) Telework Site - A location, either in the employee's home or some other location over which the employee has control of the environment, that is set aside for the performance of the employee's official duties. The telework site must be free from hazards and interruptions, and must provide the necessary

level of security and protection of Government information and property.

(b) Regular Worksite – The location from which the employee would perform official duties if not on a telework agreement.

(c) Official Duty Worksite – The official worksite of an employee participating in the Telework Program is the employee's OJP designated office. However, when an employee is not scheduled to report to the regular worksite at least twice each biweekly pay period, the Telework site may be designated as the employee's official worksite.

(d) Portable Function – Duties and responsibilities that can be effectively accomplished at the telework site with the assistance of electronic access. These may include, but are not limited to, writing, reviewing and editing, data analysis and management, customer communication via phone and e-mail, etc. Functions that are not portable normally include those that require physical presence and extensive face-to-face contact, require access to material that is not available off-site, and those that involve security issues that prevent the work from being accomplished at an alternative worksite.

(e) Telework Agreement– An agreement between OJP and an employee covering items specific to the employee's situation such as type of Telework, official work site, Telework site, number of telework days authorized, modes of communication (e.g., email, telephone), and any other requirements determined by OJP in order to grant an employee Telework.

(f) Work Schedule - The existing rules on hours of duty apply to employees under Telework. Teleworkers must observe the same work rules with regard to hours of duty that apply to non-teleworking employees. Employees are expected to perform their duties at the telework site during regular business hours, and to be accessible during those hours to designated management officials, customers, and others as needed. A teleworking employee is not authorized to work overtime, compensatory time, or on weekends, holidays, or other premium pay periods unless ordered and approved in advance by his or her designated management official.

(g) Remote Work – An employee assignment in which the employee's telework site becomes the official duty worksite. Remote work assignments may be initiated by OJP or requested by an employee and are recognized as a change in conditions of employment under **Article 2, Section 7 Rights and Duties of the Union**. Remote work assignments are designed to retain flexibility to provide a variety of workplace solutions on a case-by-case basis.

(h) Telework - A mutually agreed upon work flexibility arrangement under which employees perform the duties and responsibilities of their positions from a telework site rather than the regular worksite.

The types of Telework arrangements which may be approved are as follows:

(1) Regular Telework - Work performed from the telework site on a routine, regular, and ongoing basis (short term, long term, or both) consistent with the employee's approved work schedule.

(2) Project-based Telework - Work performed from the telework site on an intermittent basis to complete specific projects or tasks deemed by the Employer to be portable. Project-based Telework may be used for positions whose overall functions would not otherwise be portable and for which regular Telework arrangements are not feasible. It may also be used to address other needs where the flexibility would benefit both the Employer and the employee, as determined and authorized by the Employer.

(3) Medical Telework - Work performed at the telework site to provide flexibility to address a medical condition of the employee or an employee's family member.

(4) Continuity of Operations – Work performed at the telework site to continue essential functions in an emergency situation.

Section 3. Eligibility

(a) Position Compatibility – Work suitability depends on job content, rather than job title, type of appointment, or work schedule. The Parties recognize and agree that the Employer has the sole discretion and authority to determine which positions are compatible for Telework arrangements. Compatibility is determined based upon the following criteria:
(1) Portable functions.
(2) The ability to measure the outcomes or results of the work performed.
(3) Negligible impact on the organization and mission accomplishment created by the employee's absence from the regular worksite. This includes ensuring efficiency and effectiveness of completing the duties at an alternate work site without disruption of office operations, adding to agency costs, adding to the work of other employees, or hampering the efficiency of others with whom the individual interacts or provides support.

(b) Individual Eligibility - Telework is not an entitlement. The work needs of the organization will be paramount in supervisory decisions to approve, disapprove or modify individual requests for Telework arrangements. Subject to the operational needs of the office, employees are eligible to participate in Telework if they meet the following conditions:

(1) They occupy a position that is compatible with telework.

(2) Their current work performance and last rating of record are at the "Meets Expectations" or equivalent level or above.

(3) They are not on leave restriction or have been on leave restriction within the last year.

(4) They have not been counseled or disciplined for leave or conduct within the preceding year.

(5) They have not been placed under a performance improvement plan (PIP).

(6) There are no pending, unresolved issues related to previous work history.

(7) There are no other exclusions based on applicable laws, rules, and regulations.

(c) Determinations shall be made as to the position's compatibility and positions shall be placed into four broad categories:

(1) Regular scheduled telework up to five (5) days per pay period;
(2) Regular scheduled telework once per month;
(3) Telework on an occasional, episodic, ad hoc, or short-term basis; or
(4) Position is not compatible with telework.

(d) The Employer is responsible for the final review and approval of position eligibility.

Section 4. Requirements for Participation in Telework

(a) Work Assignments and Performance:

(1) The designated management official and employee must mutually agree upon work that is routinely available to be performed at a telework site and would constitute sufficient work to fill the employee's scheduled tour of duty. Tasks will be identified and attached to the Telework request and agreement form. As determined necessary or appropriate, the employee will meet with the Employer to receive additional assignments and to review completed work.

(2) The designated management official may establish standards that address time frames by which the employees on Telework must respond to telephone calls, e-mails, etc. to ensure that the employee's work is accomplished in such a way under the Telework arrangement as to appear seamless to the customer and to other OJP staff from how the work is accomplished at the regular work site. The Employer may require employees on Telework to maintain written records of work performed while teleworking through email notifications, weekly or biweekly reports, written logs, etc. to his/her designated management official. Telework agreements may be reviewed periodically by the employee and the supervisor.

(3) Employees approved for regular or project based Telework may Telework up to five (5) days per pay period, for an agreed upon portion of the work week, as outlined in the Telework Agreement. The Employer will consider the amount of work that is portable, office coverage (e.g. employees on alternate work schedules and the number of employees telecommuting within the organization on each day), and organizational/mission needs in determining the days an individual may telecommute. Supervisors have the discretion to cancel an employee's Telework day for a pay period for operational needs and may grant an alternate Telework day for that pay period if schedules and operational needs of the Employer permit.

(4) The employee will complete all assigned work, whether working at the telework site or the regular worksite, according to work procedures mutually agreed upon by the employee and the Employer, and according to guidelines and standards stated in the employee's performance plan. The employee must maintain performance at the "Meets Expectations" or equivalent level to continue Teleworking.

(5) The employee may be required to attend meetings, conferences, training, etc. at the regular worksite or other Employer designated location on days or hours normally scheduled for the telework site. In such instances, an alternate telework day(s) may be granted, if schedules and operational needs of the Employer permit. With advanced approval from the Employer, the employee may temporarily change a Telework day within a pay period to accommodate a work or personal need.

(6) The employee must:

i. Ensure that care for dependents (e.g. young children, elderly loved ones, or loved ones with special needs) is

provided by someone other than themselves while they Telework;

ii. Timely notify the supervisor of any workplace-related injury or illness;

iii. Request leave in advance from the supervisor and keep the timekeeper informed of leave usage, in accordance with applicable laws, rules, and regulations, and this Agreement;

iv. Coordinate absences from the Telework site, including official meetings, to ensure the supervisor can properly account for the Teleworker's whereabouts and attendance. The employee is expected to be either at the regular worksite, the telework site, or Employer designated location during the employee's designated hours of duty, except when on approved leave; and,

v. Timely notify the supervisor of the desire to voluntarily terminate a Telework agreement.

(7) Telework for medical reasons. A Telework arrangement may be approved for medical reasons when the employee has a medical condition or the employee requests to be allowed to telework because of the medical condition of a family member. The employee shall submit administratively acceptable evidence consistent with applicable laws, rules, and regulations, pertaining to the employee or family member, along with any work-related medical restrictions. An employee seeking telework for medical reasons shall address his/her request to the designated management official. In the case of a family member's medical condition requiring the employee's presence, the employee shall outline how he or she will be able to accomplish the functions of the position under a Telework arrangement. Short-term (generally four months or less) medical telework due to temporary medical situations are considered ad hoc telework and shall follow the provisions of this Article. Longer medical telework arrangements should be treated as reasonable accommodations, and as such are covered by the Americans with Disabilities Act, as well as other applicable law, rules, and regulations and the terms of this Agreement.

(8) A Remote Work assignment (in which the employee's telework site becomes the duty station) for an employee is recognized as a change in conditions of employment under **Article 2, Section 7 Rights and Duties of the Union**.

(b) Facilities

(1) The employee is required to complete the Alternative Worksite Safety Checklist and certify that the telework site is clean, free of obstructions or potential safety hazards, in compliance with all building codes, and free of hazardous materials. The Telework arrangement may be denied, suspended, or discontinued based on safety problems at the telework site.

(2) If the employee changes the alternate work site (for example if the employee moves to a new home), the employee must immediately notify the responsible management official of the change. The employee must also amend the Telework Request and Agreement form to reflect the new location and document any changes to the Alternate Worksite Safety Checklist. A new form is not normally required if the employee has certified that the telework site meets appropriate standards.

(3) The Employer may periodically inspect the telework site during the employee's normal working hours to ensure proper maintenance of government-owned property, worksite conformance with safety standards, and other required specifications. The Employer will make reasonable attempts to provide 24 hour notice prior to conducting the inspection.

(4) The Employer is not liable for damages to an employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by applicable laws, rules, and regulations.

(5) The Employer is not responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. While Teleworking, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by applicable laws, rules, or regulations.

(c) Equipment and Support Services

(1) The use of government-furnished equipment (GFE) is required during a Telework assignment. Upon approval of a Telework Agreement, the Employer will provide GFE as soon as practicable based upon:

i. the availability of such equipment

ii. other pending priority requests for such equipment

iii. a management determination that the assignment of this equipment to an employee for a Telework arrangement to perform the employee's work assignments will best meet the work needs of the organization, and;

iv. that necessary funds are available to provide appropriate equipment. Employees are not authorized

to use personal computer equipment to access the DOJ/OJP computer network or supplement the GFE.

v. that unauthorized usage may be subject to appropriate disciplinary action, up to and including removal.

(2) The employee is responsible for protecting the government equipment from all forms of loss or damage. GFE will be serviced and maintained by the government.

(3) Teleworkers shall use GFE for official and authorized purposes only. Family members and friends of employees are not authorized to use GFE and materials. Teleworkers must return GFE to the Employer at the conclusion of the Teleworking arrangement or at the Employer's request.

(d) Injury on the Job. Teleworkers are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties on the Employer's premises or within the telework site. Any accident or injury occurring must be brought to the immediate attention of the responsible management official.

Section 5. Security and Protection of Government Records

(a) Employees under Telework arrangements are responsible to protect and secure all OJP information, GFE, and Government/Employer property while Teleworking.

(b) Employees shall not take classified documents (hard copy or electronic) to any Telework location.

(c) Employees must also follow applicable laws, rules, and regulations governing sensitive, unclassified data, including Privacy Act or Official Use Only information.

(d) Employees will also comply with all applicable laws, rules, and regulations governing information technology security in order to protect access to Employer electronic information and computer systems.

(e) Employees under Telework arrangements shall consider purchasing a lockable file cabinet to appropriately protect and safeguard office files and materials.

(f) Teleworkers must protect competition sensitive, source selection information, or contractor proprietary data or data otherwise restricted by applicable laws, rules, and regulations.

Section 6. Application and Approval Process

(a) An employee wishing to participate in Telework must fully address all information requirements on the designated request form, and be willing to comply with all of the terms, conditions, and requirements outlined in the Telework agreement, this Agreement, and applicable laws, rules, and regulations.

(b) An employee must complete, sign and submit the appropriate request and agreement form that will be available to all employees on the OJP portal. The employee must also identify in writing the tasks that can be completed while teleworking and attach this information to the form.

(c) In order for a request to be approved, the designated management official and employee must mutually agree that the identified work is routinely available for accomplishment at an alternative work site and would constitute sufficient work to fill the employee's scheduled tour of duty.

Section 7. Denial or Termination of Telework Arrangements

(a) Telework arrangements may be temporarily suspended by the designated management official for reasons included but not limited to those cited below, normally after the employee is notified in writing. Management reserves the right to suspend a telework agreement prior to notifying an employee in writing when the accomplishment of OJP's mission requires immediate suspension.

(1) Position incompatibility;
(2) Employee ineligibility;
(3) Decline in employee performance;
(4) Nonconformance with the signed Telework agreement ;
(5) Adverse impact on the operations of the office;
(6) The arrangement fails to meet organizational needs and/or hinders mission accomplishments;
(7) Performance of telework from a location other than an approved telework site;
(8) Employee misconduct;
(9) Instances of counseling or imposition of discipline related to leave or conduct;
(10) Employee status (e.g. trainee or entry-level); and
(11) Safety issues or suspected hazardous materials in the Telework location.

Employees on alternate work schedules will follow applicable laws, rules, and regulations, and this Agreement, on Telework and AWS.

The Employer will document on the Telework Request and Agreement Form the reason(s) for any disapproval or cancellation. An employee may reapply for Telework once the conditions that led to the disapproval or denial no longer apply. Any modification of the Telework conditions will be

described on the Telework Request and Agreement Form and a copy given to the employee.

(b) The Employer will give reasonable advance notice before the termination of a Telework agreement. Employees may provide a copy of any termination notice to the Union. An employee may terminate his/her participation in such an agreement at any time, after reasonable advance notification to the designated management official.

(c) Telework arrangements may be temporarily suspended by the designated management official for reasons such as those cited below, normally after written notification unless the conduct of the mission does not allow sufficient time to notify the employee in writing.

(1) To fulfill official travel requirements
(2) To fulfill training requirements
(3) To attend essential meetings, conferences, etc.
(4) To complete work requirements that require the individual's presence at a designated location
(5) To cover for absences during heavy vacation periods
(6) For other appropriate operational needs

(d) If the employee accepts a new position or if there is a change in designated management official, the Telework agreement is terminated. A new agreement based upon the new duties and/or the receiving designated management official's concurrence must be implemented before the employee may resume Telework.

(e) If the Employer and/or employee change the number of Telework days being worked per pay period on a regular basis, the original Telework agreement is considered to be terminated and a new agreement must be approved.

(f) Grievances and appeals related to Telework will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

(g) Work assignments, awards, recognition, developmental opportunities, training, promotions, leave requests, etc. for teleworkers will be handled in accordance with applicable laws, rules, and regulations, and this Agreement.

Section 8. Equipment Failure or Inoperability

If an employee is unable to perform his or her official duties at the alternate work site because of equipment failure or malfunction or for other reasons beyond the employee's control that result in computer equipment or telephones being inoperable (such as power or telephone service outages), the employee must notify the designated management official immediately upon discovery of the problem. An employee unable to perform his or her official duties at a telework site may be required to take leave or report to the designated location to fulfill required duty hours for that day.

Section 9. Employee Rights

An employee who teleworks will not be treated differently in terms of opportunities, such as work assignments, awards, recognition, development opportunities, and promotions, based solely on his/her Telework status.

Article 32
Ground Rules for Negotiation of Successor Collective Bargaining Agreements

Section 1. Purpose

The following ground rules will govern all matters between the Office of Justice Programs (OJP or Employer) and the American Federation of State, County and Municipal Employees (AFSCME or Union) Local 2830, (both referred to collectively as the Parties) pertaining to negotiations of a new collective bargaining agreement.

Section 2. Introduction

(a) The Office of Justice Programs (OJP or the Employer) and AFSCME Local 2830 (the Union), which is the duly authorized exclusive representative of the bargaining unit members in OJP as defined in **Article 1, Section 2** of the current negotiated agreement, hereby mutually agree to the following procedures for negotiating a master collective bargaining agreement (CBA). The CBA shall pertain to the personnel policies, practices, and working conditions affecting OJP's bargaining unit employees. The Agency and the Union are collectively referred to as the Parties to this Agreement.

(b) Both Parties agree to have equal bargaining status, under the applicable provisions of the Federal Service Labor-Management Relations Statute (Chapter 71 of Title 5 of the US Code, also referred to as the FSLMR Statute), during negotiation of the CBA while making efforts to maintain and further a constructive and positive working relationship to the benefit of the Employer and its employees. Both Parties agree to focus on interests and concerns and avoid personal criticism.

(c) Conditions and requirements established by these ground rules may be amended or waived by mutual agreement.

(d) Both Parties reserve the right to negotiate modifications to the Ground Rules. Ground Rules negotiations will not exceed five (5) workdays; at which point the Parties will go to FMCS with any conflicts, unless an agreement to mutually extend the timeframe is agreed to by both Parties.

(e) The Parties note that the Employer has rights set out in 5 USC § 7106 (a) and (b). While the law gives the Employer the discretion to negotiate those 7106(b) rights, the Parties recognize and agree that the Employer retains those rights unless it expressly waives them in this Agreement or in the future. The Employer's rights in 7106(a) may not be waived and nothing in this Agreement intends any such waiver.

Section 3. Good Faith Bargaining and Publicity

(a) The Parties recognize their mutual obligations to bargain in good faith to reach an agreement concerning the conditions of employment of the OJP employees in the bargaining unit represented by the Union. The Parties shall conduct their negotiations to avoid their disapproval by Agency head review.

(b) To promote the free exchange of ideas and discussion, no electronic recording, official stenographic record, official transcript or photographic record will be made of the negotiating proceedings except by mutual consent.

(c) In order to promote open exchange of information and opinions and to maintain the confidentiality of discussions and developments, the Parties agree that any release of information contained in discussions or developments concerning the negotiations or matters that take place at the negotiation table will be limited to the general progress and status of the negotiations provided only to respective constituencies for the purpose of keeping them informed of developments at the bargaining table and to obtain input on issues that arise during the course of negotiations. The disclosure of specific information concerning the negotiations or matters that take place at the negotiations table will be limited to a joint press release or a bulletin, or as the Chief Negotiators for the Parties may agree.

(d) Both Parties understand that the concept of "robust debate" (providing greater latitude in speech and action) applies to discussions that occur during negotiation sessions. As a result, the Parties will not make the content of these discussions the subject of any administrative or other action, absent a clear violation of law or regulation. The Parties agree to utilize appropriate avenues for requesting a remedy, such as filing an unfair labor practice charge, etc. The Parties agree that all individuals participating in the negotiations will be treated with courtesy and respect at all times.

Section 4. Bargaining Teams

(a) The number of active team members will be agreed upon by the Parties although the number of union officials authorized for negotiations will not exceed the number of individuals designated as representing the Employer for such negotiations.

(b) Each Party may have a consultant who may be a non-OJP employee as a member of its negotiating team whose knowledge and/or experience would be able to contribute to the success of the negotiations. This consultant negotiator shall operate in the same manner, have the same rights and observe the same ground rules or other table agreements as the other negotiators.

(c) Each team shall include a Chief Negotiator and a Deputy Chief Negotiator. The Chief Negotiator of each team shall provide the Chief Negotiator of the other team with the names of the team members no later than thirty (30) days after the signing of this Agreement. It is not necessary for the entire team for each Party to be present throughout the negotiations or for a particular session as long as the Chief Negotiators (or designated alternates in the absence of the Chief Negotiator) for each team is present.

(d) Both teams may need to designate replacement negotiators during the negotiations. To ensure consistency, however, such replacements should be kept to a minimum. At least five (5) days prior to the impacted negotiation session, the Chief Negotiator of the moving Party will notify the Chief Negotiator of the other team when a replacement will be named to replace a principal negotiator and such changes will be permanent. Replacement negotiators shall then operate in the same manner, have the same rights and observe the same ground rules or other table agreements as the other principal negotiators. These ground rules such as confidentiality of negotiator developments are binding even after previous negotiators are no longer a participating team member.

(e) This replacement to either team may not result in any delay to the negotiations, such as the repetition of discussion over issues, concerns or provisions or the revisiting of any initialed proposals. Their involvement will begin when they are named and will conclude when they are replaced or negotiations conclude. Only active team members are entitled to request and have authorized official time (see h. below for one exception).

(f) Each Party must be represented by either the Chief Negotiator or the Deputy Chief Negotiator in order for a negotiation session to be held. If neither of these individuals is available for either team, the negotiating session will be rescheduled.

(g) Only the Chief Negotiator (or their designated alternate in his/her absence) shall have the authority to speak for or enter into agreement on behalf of his/her respective organization. The Chief Negotiator may recognize other team members or authorized participants to answer questions or discuss matters raised during negotiations.

(h) Each team may request an observer to be present at a specific session but such requests will be kept to a minimum. Observers may not participate in negotiations and must observe all ground rules or other table agreements, such as confidentiality and decorum. The Chief Negotiator of one team shall provide the Chief Negotiator of the other team with the name of an observer at least five (5) days prior to the specific session. The use of official time is not authorized for any Union observer and such observers must be on non-duty time. The only exception to this rule is if the Union or Employer were to name a replacement negotiator in advance to take over for an existing team member at some specific and imminent time in the future. In this case, the Employer may grant official time for that observer to attend up to two (2) at-the-table negotiation sessions before assuming his/her role as a permanent team member. If the requested official time cannot be granted due to workload, or other considerations, the supervisor and employee will work together to arrive at a mutually determined alternative time for such attendance. Both the replacement and the outgoing team member must observe the same ground rules and table arrangements even after his/her departure from the team

(i.) Either team may utilize a subject matter expert (SME), subject to advance notice to the respective Chief Negotiator. Only one SME per team may be utilized at a time and may attend a specific session or sessions during discussions of his/her area of expertise. SME's are individuals possessing technical knowledge or other expertise in the subject being discussed that is intended to be of assistance to both Parties. Their use is to mutually assist the Parties during negotiations. Either Party may direct technical questions to the SME for the other party that apply to his/her area of expertise, and neither will interfere with the SME's ability to answer relevant questions. If all of these conditions are met, official time may be authorized for the SME if he/she is a bargaining unit member. An SME may not otherwise participate in negotiation sessions except by mutual consent and only to the extent that his/her knowledge and presence would be necessary for the full and proper discussion between the Parties. SMEs will not be counted as members of the negotiation team. An SME must observe all ground rules or other table agreements, such as confidentiality and decorum. The Party requesting the SME shall bear all the associated costs, absent mutual agreement.

(j) The Parties agree to utilize a Joint Notetaker for all negotiation sessions. A negotiation session is defined as the events that occur during an individual day of at-the-table negotiations. The individual(s) selected for this role must be mutually agreed upon by the Agency and the Union. If agreement on a specific Notetaker cannot be reached, each team will supply its own. If the Union Notetaker is a bargaining unit employee, he/she shall be allowed, subject to work emergency or other special circumstances, official time that the Employer and the Union agree to be reasonable, necessary, and in the public interest to attend the bargaining sessions and to prepare a summary of the discussions that take place during his/her tenure.

Section 5. Official Time

(a) All official time requests related to negotiations must be made to the individual supervisors and will include the representative's destination, the timekeeping code for that activity and a reasonable estimate of time the activity will occupy. Official time usage shall be allowed in the amount the Employer and the Union agree to be reasonable, necessary, and in the public interest, subject to the operational needs of the Employer and applicable laws, rules, and regulations.

(b) Authorization of Official Time Usage: AFSCME active bargaining unit team members, or their subsequent permanent replacements, and bargaining unit SME's, as agreed upon under **Section 4.e. and 4.i.** will have their schedules and workloads adjusted and official time allowed:

(1) OJP shall allow official time, in accordance with this Agreement.

(2) Each union bargaining unit team member will continue to track and report their official time in accordance with the current practice;

(3) Acknowledging that the Employer's mission comes first, worksite demands shall not be unjustly used to control or frustrate the role of the union team members or strictly to prevent attendance at bargaining sessions and caucuses, as appropriate;

(4) Each active AFSCME bargaining unit team member (as in **Section 4.a.** above) shall be allowed official time for at-the-table negotiations and related caucuses. In addition, up to four (4) hours of official time may be granted to each active (see above) bargaining unit team member for preparation in advance of each scheduled joint at-the-table bargaining session upon reasonable advance request as in **Section 5.a.** above.

(c) OJP employees who have authorized official time for negotiation related activities, as described in Section **5.b.(4).** above, will only be evaluated on the work performed outside of official time granted for negotiations and will not have his/her performance negatively impacted by the fact that he/she serves as a union team member or utilized official time for that purpose.

(d) It is understood that no overtime or additional duty compensation in any form will be authorized for bargaining unit employees at any time for participating in these bargaining sessions or other related meetings.

Section 6. Contract Proposals and Exchanges

(a) Once the Parties eiher have agreed to follow this Article in its entirety or have agreed on amendments to these Ground Rules, they will have 60 (sixty) calendar days from that date to exchange initial contract proposals. Either Party may request, and be granted, one extension of up to ten (10) calendar days to submit its proposals, upon notifying the other Party's Chief Negotiator. Additional requests for extensions may be considered by the other Party for good reason.

(b) Within thirty (30) calendar days of the Union and Employer teams' contract proposal exchange, the Parties shall meet to explain their own proposals, ask questions about the other proposals and discuss the order in which the articles shall be negotiated. At this time, either Party may submit counterproposals it wishes to make to new articles proposed by the other Party. The agreed upon order shall constitute the agenda for the sequential bargaining sessions. The agenda may be modified at any time with expressed agreement between the Parties.

(c) Within thirty (30) calendar days of the conclusion of the explanation phase, submission of any counterproposals and agreement on the agenda, the Parties will meet to begin negotiating the identified articles. Except by mutual agreement, neither Party may introduce any further new subjects or proposals to the negotiations once this initial formal negotiating session has concluded.

(d) All exchanges by the Parties shall be accomplished electronically using Office Word 2007. Any changes in either Party's exchange shall be clearly articulated via the "Track Changes" tool.

Section 7. Schedule, Facilities and Equipment

(a) The Parties agree that a negotiation schedule should encourage sustained and productive negotiations between the Parties. Negotiations will take place at dates and times as determined by the Parties. With the mutual consent of both teams, additional meetings and alternate meeting times may also be scheduled.

(b) Breaks and lunch periods will be set by mutual consent. Either Party's Chief Negotiator (or Deputy in absence of Chief) may call a caucus at any time. The Party calling the caucus will inform the other Chief Negotiator (or Deputy) of the estimated time required for the meeting. Caucuses will normally not exceed one hour. Should a Party need more time to caucus, the Chief Negotiator will notify the Chief Negotiator of the other team. Each Party will make a reasonable effort to restrict the number of caucuses.

(c) Negotiations will take place at 810 7th Street, NW, or at a mutually agreeable venue. If practicable, a separate caucus room with a table that seats six people will be available for the Union team to caucus. If practicable, the caucus room will be in close proximity to the negotiating room and will be equipped with a printer and a telephone with speaker capability. If a separate room is not available, then the Employer will allow the Union team to caucus in the negotiation room.

(d) The negotiation room will be equipped with a table that seats up to ten (10) people comfortably with additional seating available for observers and SMEs, as practicable. A telephone and a printer will be made available for use by either Party in close proximity to the negotiation room, as practicable.

Section 8. Other Issues Relating to Bargaining

(a) At the end of each negotiation session, the joint Notetaker will prepare the minutes of each session. A copy will normally be provided to each Party prior to the beginning of the next week's sessions. Each Party will make any suggested changes limited to accuracy rather than editorial. All suggested changes must be agreed upon by the other Party. In the event

there is disagreement on the suggested changes, the minutes will remain as originally written and the opposing Party shall write an addendum to be included with the minutes stating the disputed content and the specific basis for the disagreement.

(b) When the Parties reach an agreement on an article, section, or a mutually agreed upon group of articles or section(s), the Employer and Union Chief Negotiators (or designee) will initial and date each mutually agreed upon article, section or group of articles. The Parties expressly agree to be bound by the initialed provisions absent any mutual agreement to later amend the language.

(c) Nothing in this sub-section shall preclude the reopening of any initialed article upon the mutual consent of the Parties. Either Party will consider the request of the other Party to seek modification of any initialed article for good reason.

Section 9. Negotiability

(a) Prior to raising any negotiability issue, the Employer agrees to discuss its negotiability concerns with the Union in an attempt to settle the issue without recourse to outside appeals.

(b) The Union agrees that it will not submit negotiability disputes to the Federal Labor Relations Authority (FLRA) up to, and including, the completion of mediation proceedings with the Federal Mediation and Conciliation Service (FMCS).

(c) In the event that the Union and Employer teams remain unable to resolve negotiability disputes informally or with the assistance of the FMCS, the Union will request that the Employer formally allege non-negotiability, in writing, within thirty (30) calendar days of the Union's request for a formal declaration of negotiability. The period for the union's timely submission of its petition for review is fifteen (15) calendar days from the Employer's response, as governed by 5 U.S.C. 7117(c).

(d) When the Employer has formally alleged non-negotiability of a proposal, and the Union has filed a negotiability appeal with the FLRA, the proposal(s) under dispute shall be severed from all remaining provisions, unless the proposal(s) under dispute and the remaining provisions are mutually determined to be interdependent. Should the Parties reach agreement on the remaining provisions not subject to any negotiability appeals, the agreed-upon provisions shall be implemented independent of negotiability proceedings, pursuant to **Section 11** of this Agreement.

Section 10. Impasse

(a) If an impasse occurs on an article, that article will be set aside. After attempting to reach agreement on all articles, or a renewed effort to address the article, the Parties shall attempt to resolve any outstanding issues.

(b) Should either negotiation team choose to seek the assistance of the FMCS, the Chief Negotiator seeking assistance shall provide the other Chief Negotiator with the opportunity to seek assistance jointly by notifying the other Chief Negotiator in advance. A mediator from FMCS may elect to conduct sessions in an attempt to bring the Parties to agreement on any outstanding issues.

(c) If agreement is not reached, either Party may seek, pursuant to 5 USC § 7119(a), a recommendation regarding the resolution of the outstanding issues with the Federal Service Impasses Panel (FSIP). If the FSIP directs that the impasse be resolved through mediation/arbitration, then the Parties will share all related costs.

Section 11. Ratification and Approval

(a) The Union shall have twenty (20) calendar days to review the completed Agreement and provide written feedback on any errors.

(b) The Employer shall have the same twenty (20) calendar days to review the completed Agreement and provide written feedback on any errors.

(c) Either Party will be granted one ten (10) calendar day extension, upon request. The Parties may mutually agree on additional extensions requested by either Party.

(d) Once the Employer and Union Chief Negotiators agree on the edited contract, they will initial the tentative Agreement. After both Parties have initialed the tentative Agreement, the Union will have thirty (30) calendar days to request and complete ratification of the tentative Agreement. Prior to the ratification vote, the Employer will provide access to a photocopier for the Union to make such copies of the tentative Agreement as are mutually determined to be reasonably necessary to obtain ratification. Should Union membership ratify the tentative Agreement, the Union will notify the OJP Chief Negotiator by email, and the Parties will sign the tentative Agreement for the Employer to initiate Agency Head review.

(e) Should Union membership fail to ratify the Agreement, the Union will identify for the Employer the specific provisions that led to the failure to ratify. These provisions may be renegotiated by mutual consent, resulting in a new tentative Agreement on those disputed articles. During this process, the disputed provisions will be omitted from the remaining provisions to be forwarded for Agency Head review. (See f for information regarding next steps for the omitted provisions). The ratification period ends after thirty days so if no action has been completed by the Union during this period, the Agreement moves on to Agency Head review.

(f) Once ratified, or day thirty-one (31) after the start of ratification period with no result, this tentative Agreement is subject to review by the Agency Head pursuant to the terms of 5 USC § 7114 (c)(1)-(4). The start date for Agency Head review will be the first work day after notice of ratification is received by the OJP Chief Negotiator or day 31 as above.

(g) Upon Agency Head approval of the Agreement, its terms shall take effect and shall be binding on the Employer and the Union, subject to the provisions of Chapter 71 of Title 5 of the U.S. Code and any other applicable law, rule or regulation.

(h) Should the Employer find any of the negotiated provisions to be inconsistent with applicable laws, rules, or regulations, the Agency Head will disapprove the Agreement within the thirty (30) day review period provided by 5 USC § 7114 (c)(2). The Union will be notified of the specific provisions of the Agreement that have been identified.

i. Alternatively, should the Employer fail to conclude its review within the thirty(30) days provided by 5 USC § 7114(c)(3), the Agreement shall take effect and shall be binding on the Employer and the Union subject to the provisions of Chapter 71 of Title 5 of the U.S. Code and any other applicable laws, rules or regulations.

j. Any provision not approved by the Agency Head will either be renegotiated by mutual consent, or the Union may file a negotiability appeal on them.

k. Until the effective date of the new Agreement, the provisions of the previous CBA will remain in effect and shall be binding on the Employer and the Union subject to the provisions of Chapter 71 of Title 5 of the U.S. Code and any other applicable laws, rules or regulations. Should any proposed provision(s) remain in dispute, insofar as they are covered by the previous CBA, the previous provision(s) shall remain in effect until agreement over the disputed provision(s) has been reached subject to the provisions of Chapter 71 of Title 5 of the U.S. Code and any other applicable laws, rules or regulations.

l. The Parties will make reasonable efforts to sign the Agreement as determined above in a formal signing ceremony within fourteen (14) calendar days of the expiration of the Union ratification period and the Agency Head approval.

Article 33
Short-term Furloughs, Shutdowns, and Other Work Disruptions

Section 1. Scope

(a) A furlough shall be defined pursuant to applicable laws, rules, and regulations, and may include the following: the placing of an employee in a temporary non-duty status and/or non-pay status due to lack of work or funds or other non-disciplinary reasons.

(b) The Employer and the Union recognize that several types of furloughs are possible. This Article addresses short-term furloughs (less than 30 days). Furloughs, whether they are emergency or nonemergency furloughs, will be implemented in accordance with applicable laws, rules, and regulations, and this Agreement.

(c) This Article does not apply to furloughs (more than 30 days) defined as a RIF that are addressed in **Article 17 Reduction in Force**.

(d) Workplace shutdowns and other disruptions of any duration will be handled in accordance with applicable laws, rules, and regulations.

Section 2.

The Employer may consider means of abatement prior to a nonemergency furlough, such as hiring freezes or reduction or elimination of training and travel and will communicate to employees the steps the Employer has taken to mitigate the effects of the furlough.

Section 3.

The Employer will not institute any furlough in lieu of disciplinary action or performance-based adverse action against any employee.

Section 4.

The Employer agrees to notify the Union as soon as it is practicable after a decision has been made that a furlough, shutdown or other disruption will occur. The Employer will consider any negotiable, written proposals submitted in a

timely manner by the Union. Since the Employer retains its right to take whatever actions are necessary to carry out its mission during an emergency, it may not be able to delay the action for any negotiations under this section. In this event, the Parties will engage in post-implementation negotiations to the extent required by applicable laws, rules, and regulations.

Section 5.

As practicable, the Employer will provide the Union with any draft furlough notice prior to its distribution to employees and consider any union comments.

Section 6.

The furlough notice will contain the information required by applicable laws, rules, and regulations and this Agreement. As applicable, such notice will include:

(a) a general statement of the reason for the furlough;
(b) the anticipated number of furlough days/hours;
(c) the employees affected by the action; and
(d) any applicable grievance or appeal rights.

In cases where the number of furlough days/hours or other information becomes known after implementation, the Employer will notify affected employees as soon as practicable after such information becomes known.

Section 7.

The Employer will provide employees with available and relevant information at the time of the furlough notice. Such information, to the extent known, will include how furlough days/hours will affect:

(a) Time in grade, within grade increases, and probationary periods.
(b) Annual and sick leave use and accruals, including any entitlements under the Family and Medical Leave Act, and use or lose leave.
(c) Health insurance benefits, including coverage and payment of premiums; and
(d) Life insurance coverage.

This information, as appropriate, will be posted to the Employer's intranet site.

Except in the case of an emergency furlough, the Employer will give the Union an opportunity to review and comment on this information in advance.

Section 8.

The Union will receive information to which it is entitled by applicable laws, rules, and regulations. Such information, may include, a copy of the furlough notice, a list of all employees excepted from the furlough, and the number of employees to be furloughed. The Union may request additional information to which it is entitled under applicable laws, rules, and regulations.

Section 9.

Should an emergency furlough be necessary, all affected employees will be given as much notice as is practicable. The Employer retains sole discretion to determine who will be needed for mission critical activities as well as when and for how long they will be needed. The Employer may solicit input from the Union on the means to minimize the impact of the furlough and on notification methods.

Section 10.

As appropriate to the type of furlough and unless the Employer is directed by higher authority, the Employer will ask for volunteers to be placed in LWOP before placing other employees on furlough. If not enough volunteers come forward to abate a furlough, then the Employer will consider seniority when selecting who will be furloughed.

Section 11.

Once the Employer determines its operational needs, and should the Employer determine the use of competitive areas and competitive levels, employees will be selected for furlough on the basis of reverse retention standing. When some but not all employees at the same competitive level in the same competitive area are being recalled from the furlough, after the Employer determines its operational needs, it will recall employees in order of their retention standing, beginning with the highest standing employee.

Section 12.

To the extent practicable after operational needs have been determined, employees will be asked their preference of choosing whether their furlough days/hours shall run consecutively or discontinuously.

Section 13.

In the event a furlough period is adjusted once it has commenced (i.e. extended or shortened), all employees will have their furlough days adjusted in an equitable manner.

Section 14.

Employees who are required to report to duty during the furlough will be compensated in accordance with applicable law, rule, and regulations.

Section 15.

Performance requirements and expectations shall be handled in accordance with applicable laws, rules, and regulations, including any DOJ/OJP policies on performance management.

Section 16.

The Employer will provide guidance in advance of any furlough as to the general types of outside employment for which prior approval is required or not required.

Section 17.

During a furlough, any request for furloughed AFSCME Local 2830 union officials to access their union office and equipment will be handled consistent with OJP internal security practices and applicable laws, rules, and regulations. The Employer will give consideration for the need of union officials to meet and fulfill their obligations under the terms of this Agreement and 5 USC Chapter 71.

Section 18.

Any entitlement to pay or other benefits for furloughed or emergency employees will be handled in accordance with applicable laws, rules, and regulations.

Section 19.

To the extent permitted by applicable laws, rules, and regulations, employees placed on an emergency furlough will be retroactively paid or otherwise compensated.

Section 20.

The number of furlough hours for all full-time employees and part time employees will be determined in accordance with applicable laws, rules, and regulations. Should employees not be furloughed the same number of days/hours, to the extent practicable, employees will be provided the reason(s) for the decision that affects them individually.

Section 21.

The counting of furlough days/hours toward an employee's time in grade and within grade increases, as well as probationary periods, will be handled in accordance with applicable laws, rules and regulations.

Section 22.

Grievances and appeals of furloughs, emergency shutdowns, or other workplace disruptions will be handled in accordance with the applicable laws, rules, and regulations, and this Agreement.