

# **C**OLLECTIVE **B**ARGAINING **A**GREEMENT

**Between the**

**U.S. GEOLOGICAL SURVEY, WATER RESOURCES  
DIVISION, CARIBBEAN DISTRICT**

May 21, 1999



**AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 1503**

United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, D.C. 20240

MAY 21 1999

MEMORANDUM

To: Personnel Officer, U.S. Geological Survey  
President, AFGE Local 1503

From:  
Director, Office of Personnel Policy

Subject: Collective Bargaining Agreement between U.S. Geological Survey, Water Resources Division,  
Southeastern Region, Caribbean District and American Federation of Government Employees,  
Local 1503

The subject collective bargaining agreement, executed by the parties on April 23, 1999, has been reviewed pursuant to 5 U.S.C. 7114(c) and is hereby approved.

When the agreement is printed, please forward one (1) copy to this office.

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## **PREAMBLE**

This Agreement is entered into by and between the American Federation of Government Employees (hereinafter referred to as the "Union" or "AFGE") and the U.S. Department of the Interior (DOI), U.S. Geological Survey (USGS), Water Resources Division (WRD), Caribbean District (hereinafter referred to as the "Employer"). Collectively, the Union and the Employer will be jointly referred to as the "Parties." Members of the Bargaining Unit will collectively be referred to as "Employees". The Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

- (1) "...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 Employees and their Employers involving conditions of employment;
- (2) and the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government." Therefore, labor organizations and collective bargaining in the civil service are in the public interest (5 U.S.C. 71).

In addition, the parties recognize that as such the Congress of the United States and the public also demand the highest standards of performance; the public interest is best served through the maintenance of constructive and cooperative relationships that are based on mutual respect between labor organizations and management officials; and the well being of Employees and efficient administration of the District are benefitted when Employees, through the labor organization of their choice, and the Employer participate jointly in the formulation and implementation of personnel policies and practices affecting employee conditions of employment.

Pursuant to this policy, the Law, and the paramount requirements of public service, the Parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement between the Caribbean District and the American Federation of Government Employees.

## **RECOGNITION AND COVERAGE OF THE AGREEMENT**

**SECTION 1.** The Employer recognizes the Union as the exclusive representative of all Employees of the Bargaining Unit in Section 2 below, in accordance with the provisions of the Federal Service Labor-Management Relations Statute and all existing directives, for the purpose of negotiation, the administration of this contract, and representing Employees individually and/or collectively.

**SECTION 2.** The Bargaining Unit consists of all professional and non-professional Employees of the U.S. Geological Survey, Water Resources Division, Caribbean District, including temporary Employees with appointments of ninety (90) days or more in accordance with FLRA Certification in Case No. 12RO10013 on May 6, 1993.

**SECTION 3.** All management officials, supervisors, confidential Employees, Employees engaged in personnel work in other than a purely clerical capacity, and Employees described in 5 USC 7112(b)(4)(6) and (7) are excluded from coverage under this Agreement.

**SECTION 4.** The Parties agree that any action taken regarding representation will be handled in accordance with the appropriate laws, regulations and provisions of 5 USC 71 and this Agreement.

## ARTICLE 1

### GOVERNING LAWS AND REGULATIONS

SECTION 1. RELATIONSHIP TO LAWS AND GOVERNMENTWIDE RULES AND REGULATIONS. In the administration of all matters covered by this Agreement, officials and Employees shall be governed by existing laws and existing governmentwide rules and regulations. Should future changes in law or regulations occur whether covered by this Agreement or not, the provisions of the Agreement shall prevail. Changes shall not occur except through negotiations.

SECTION 2. AGENCY REGULATIONS. Where any agency regulations conflict with this Agreement and/or supplemental Agreement(s), the Agreement(s) shall govern, unless the Parties mutually agree to changes through negotiations.

SECTION 3. PAST PRACTICE. Upon approval of this contract by the Department of the Interior, or upon implementation of this Agreement absent such approval, all past practices which are in conflict with the provisions of this Agreement are null and void. The Parties agree to implement the provisions of this Agreement in good faith and to educate Employees, managers, and supervisors on its provisions.

## **ARTICLE 2**

### **EMPLOYEE RIGHTS**

SECTION 1. GENERAL. An Employee shall have the right to meet with a Union representative to discuss a problem or potential grievance on duty time. The Employee has the right to file a grievance without fear of intimidation or reprisal for exercising this right.

### SECTION 2. WEINGARTEN RIGHTS (ADMINISTRATIVE INVESTIGATION).

- A. An administrative investigation is an investigation into alleged misconduct that may lead to disciplinary action(s) but not criminal prosecution. It does not apply to day-to-day work related communications between supervisors and Employees, nor to discussions concerning job performance.
- B. During an administrative investigation, only a duly recognized Union official will be allowed to represent an Employee.
- C. Under the Weingarten Rule, an Employee is entitled to Union representation in an administrative interview or examination if: (1) the Employee reasonably believes the examination may result in disciplinary action; and (2) the Employee requests such representation.
- D. Employees involved in an administrative investigation or examination must be advised that the information provided will not be used against them in a criminal action. During the course of an administrative investigation should the matter be determined to be criminal in nature, Employees must be so informed and afforded his/her rights as outlined in the section on criminal investigation below.
- E. Employees participating in an administrative investigation must be advised of their obligation to answer questions and provide truthful information. Employees must also be advised of the possible consequences of their failure to respond to questions or for providing false information which could include removal from the Federal service.

### SECTION 3. CRIMINAL INVESTIGATION.

- A. It is understood by the Parties that in the event an Employee is investigated for alleged criminal acts that may lead to prosecution, the Employee shall:
  - 1. Be given their Constitutional Rights against self incrimination (Miranda Rights) by a duly appointed law enforcement official.
  - 2. The Employer will not prevent Employees from exercising their right to call an attorney.

3. Be allowed to have a Union representative present in addition to any legal counsel.

SECTION 4. WHISTLEBLOWER PROTECTION. Employees have the right to disclose information which they reasonably believe is evidence of a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety. Employees are protected by the Whistleblower Protection Act (P.L. 101-12) if they make such a disclosure to the Special Counsel, the Inspector General or an agency, or another Employee designated by an agency head to receive such disclosures. Employees are also protected if such disclosure is made to any other individual or organization, e.g. a Congressional committee, provided the disclosure is not specifically prohibited by law and the information does not have to be kept secret in the interest of national defense or the conduct of foreign affairs.

Such protection includes but is not limited to the prohibition of the agency to subject any Employee to a personnel action if the action is threatened, proposed, taken, or not taken because of whistleblowing activities. Employees may obtain additional information about their rights in 5 CFR 1200-1209. The Department of the Interior Inspector General hotline is 1-800-354-0996. The Office of the Special Counsel hotline is 202-653-9125.

SECTION 5. WORK ENVIRONMENT. Employees have the right to work in an environment that is free from discrimination by either the Employer or the Union, as provided by various statutes, on the basis of race, color, creed, religion, sex, sexual orientation, national origin, age, marital status, physical or mental disabling conditions, political affiliation, or Union membership.

#### SECTION 6. INFORMATION.

A. Employees have the right to access to information pertaining to conditions of employment such as documents published by the Office of Personnel Management, the Department of the Interior, the USGS, etc. These publications are available for Employee review via the Internet and the USGS Intranet. Employees will be permitted a reasonable amount of duty time to review these documents as needed and may print reasonable copies.

B. Employees have the right to request a copy of any and all documentation which is used against them in a performance based or disciplinary action.

C. Employees have the right to be informed to the fullest extent possible by both the Employer and the Union of the plans and policies affecting them and their conditions of employment. The Employer, through its supervisors and management officials, will communicate what is expected of Employees in terms of their performance, conduct, and work relationships with co-workers on a continuing basis in the form of written information such as performance documents, position descriptions, training, and verbal communications such as all-hands meetings.



D. New Employees will be allowed up to one (1) hour of duty time in their first week of employment to meet with officials of the Union.

E. Employees and their representatives may have access to their Official Personnel and Employee Performance Folders by contacting the servicing personnel office. Employees and/or their representatives may view the contents in the presence of a management official and will be provided with reasonable copies of information contained therein. Copies of the entire folder will normally not be provided. Employees have the right to provide written rebuttal of any of the contents in their Official Personnel Folder or Employee Performance Folder. Any written rebuttal filed will be handled in accordance with governmentwide regulation.

F. The contents, disclosure, disposition, and disposal of information contained in Official Employee records will be accomplished in accordance with law, rule, and regulation.

SECTION 7. VOLUNTEER ACTIVITIES. Employees have the right to refrain from investing money, donating to charity, or participating in uncompensated activities, meetings, or undertakings not related to the performance of official duties. Employees may volunteer to participate in activities sponsored or supported by DOI or USGS.

#### SECTION 8. UNION MEMBERSHIP.

A. Employees in the bargaining unit are protected by law in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity. Employees have a right to be represented by the Union as members of the bargaining unit, regardless of their membership in the Union. This Agreement does not prevent any Employee, regardless of labor organization or membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action other than the negotiated grievance procedures contained in this Agreement.

B. Nothing in this Agreement shall abrogate any Employee right provided for by law or governmentwide regulation, or require an Employee to become or remain a member of a labor organization.

#### SECTION 9. OUTSIDE ACTIVITIES.

A. Employees are permitted to engage in outside work and activities with or without compensation with advanced approval, as long as such activity does not:

1. interfere with the efficient performance of the Employee's official duties;
2. reasonably result in a conflict of interest or an apparent conflict of interest, with official duties and responsibilities;



3. violate any law, statute, Executive Order, or applicable rule or regulation, or
4. require the use of government time, equipment, proprietary information, or other government resources.

B. Employees are required to obtain advance approval before engaging in the activities described in paragraph A of this Article in accordance with bureau requirements. Advance approval is also required for work with outside societies and associations. The prior approval process is intended to afford the Employer the opportunity to protect Employees from, and to inform Employees of, any potential conflict-of-interest problems or potential violations of criminal statutes or regulations before such violations take place.

1. Applications for approval of outside employment or other outside activities must be submitted to and approved by the appropriate official prior to the Employee's engagement in such employment or activity. Employees must submit their application at the earliest opportunity, but no less than twenty-five (25) work days in advance of the outside activity, including employment, through their supervisor to the bureau ethics office for approval. Employees should provide the following information at a minimum when making such applications to assist the ethics officials in responding accurately and promptly to their request:
  - (a) the type of outside employment or activity to be performed;
  - (b) the Party or Parties for/with whom the outside activity will be performed;
  - (c) whether and in what capacity the Employee has dealings with the Party or Parties indicated above in their official USGS position;
  - (d) the period of time during which outside activity is being performed (includes both times of the day and dates);
  - (e) whether or not compensation is received by the Employee; and
  - (f) the relationship, if any, between the proposed outside activity/employment and the Employee's duties and responsibilities.
2. If mitigating circumstances prevent the Employee from providing the application at least twenty-five (25) work days in advance, the Employee should notify the ethics official immediately via telephone or e-mail. This telephonic/e-mail notification allows the ethics office to make a preliminary determination and warn the Employee of any potential violations in advance, thereby protecting the Employee from engaging in a prohibited activity during the time his/her application is in the approval process. An explanation of the mitigating circumstances must then be included in their written application. If the

ethics officials cannot respond promptly to submitted applications, the Employee will be notified.

## ARTICLE 3

### UNION RIGHTS

SECTION 1. GENERAL. The Employer agrees that no restraint, coercion, or discrimination will occur against any Union representative resulting from the performance of his/her duties of representation under the provisions of applicable laws, rules, regulations, and the provisions of this Agreement. It is further agreed that the same protections will be afforded Employees who seek Union representation in connection with the exercise of their rights as provided in this Agreement including the filing of a formal grievance or who serve as a witness for the Union or another aggrieved Employee.

### SECTION 2. COMMUNICATIONS.

- A. The Union shall have the right to communicate with the Employees in the bargaining unit.
  - B. The Employer and the Union shall jointly notify the Employees on an annual basis of their right(s) during an investigative process.
  - C. Each October, the Employer shall provide the union with a listing of all Employees in the bargaining unit, including the name, job title, series, grade, and step.
  - D. The Employer shall not communicate directly with Employees regarding any matter affecting working conditions, without prior notification to the Union, and the opportunity to negotiate, if appropriate. Surveys or questionnaires which come from the District or WRD Region will be given to the Union prior to distribution to the Employees. The Union may elect to negotiate, if appropriate.
- Surveys/questionnaires that are generated outside the District or WRD Region shall be given to the Union if the Employer is aware of them. A copy of the results of any surveys/questionnaires will be given to the Union within 5 days of their receipt by the Employer.

- E. The Union shall notify the Employer, at least five (5) days in advance, when an official of the District or National Union will be visiting or assisting the local Union regarding any matter relating to labor-management relations, including meeting with management officials. The Employer shall provide meeting space upon request.

SECTION 3. FORMAL DISCUSSIONS. The Union has a right to be given an opportunity to be present at all formal discussions. The Union shall be given at least a five (5) day notice of the meeting to include the subject matters, except in an emergency situation, in order to properly prepare for the discussion. The Union agrees to work with the Employer on problems which may arise that would necessitate immediate action. In this case a lesser notice would be mutually acceptable. Preparation may include discussions with the Employees for their views on the

subject matters. The Union representative shall not disrupt the meeting, but shall have the opportunity to ask relevant questions and provide the Union's views.

SECTION 4. UNION RIGHTS OF REPRESENTATION. The Union has the exclusive right to represent Employees in negotiations, grievances under the negotiated grievance procedure, formal discussions, investigations of Employees, and any other matter relating to conditions of employment. The Union shall also have the right to represent Employees through an appropriate Partnership Council.

SECTION 5. INVESTIGATORY REPRESENTATION. The Union has the right to represent Employees in an investigation.

A. Weingarten Rights. The Union's right to representation results from the invocation by the Employee of his/her Weingarten rights. Under Weingarten rights, the Employee is entitled to Union representation in an administrative investigation when the Employee has a reasonable belief that disciplinary action may result and the Employee requests representation.

B. The Union has a right to be present during a criminal investigation in addition to any other representative chosen by the Employee, e.g. a private attorney.

C. The Union representative may: (1) confer with the Employee(s) concerning the questions and the framing of answers; and (2) ask questions and make observations on behalf of the Union.

D. The Union representative may not: (1) disrupt or end the meeting; (2) answer questions for the Employee; or (3) advise the Employee to remain silent or provide false information.

E. Performance appraisal interviews or counseling, a meeting to inform or announce disciplinary action being taken against an Employee, or warnings without questioning are exempt from the requirements of this section.

## ARTICLE 4

### EMPLOYER RIGHTS

SECTION 1. STATUTORY RIGHTS. The Employer retains the right, in accordance with the Federal Service Labor-Management Relations Statute:

A. To determine the missions, budget, organization, number of Employees, and internal security practices of the bureau; and

B. In accordance with applicable laws:

1. to hire, assign, direct, lay off, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which bureau operations shall be conducted;
3. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
4. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

C. Nothing shall preclude the Employer and the Union from negotiating:

1. at the election of the Employer, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which management officials will observe in exercising any authority under this section; or
3. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 2. EXECUTIVE ORDER. The Parties agree to work toward partnership as provided for in E.O. 12871 as interpreted by appropriate authority.

## ARTICLE 5

### PARTNERSHIP AND NEGOTIATIONS

SECTION 1. PURPOSE. The Parties recognize that an effective and collaborative relationship between them requires the opportunity for the Parties to meet on a regular basis and discuss issues or problems of mutual concern and benefit. The purpose of these meetings includes, but is not limited to, the timely sharing of information regarding conditions of employment, other matters affecting the working conditions of Employees, informal resolution of Employer or Union Grievances or complaints, Employee morale and productivity, ongoing Employee-Management relations. The Parties shall be reasonable in their proposals and shall approach the Partnership with an open mind and shall work to promote understanding of the issues within the Council and for Employees, develop a shared commitment to act in a manner which benefits the whole District, develop mutual respect while identifying and clarifying problems and crafting solutions which are mutually beneficial through consensus.

SECTION 2. COMPOSITION OF THE PARTNERSHIP COUNCIL. The Employer and the Union will each have a minimum of three (3) and a maximum of five (5) members on the Partnership Council. At least one member from both the Union and Management should be the same individual who attends meetings on a regular basis. One member for both Management and the Union must come to the meetings with the authority to reach Agreement; however this does not mandate that any Agreements be reached. Each of the Parties is free to determine the specific individuals who will participate in meetings based on their availability and the agenda items for each meeting.

SECTION 3. OFFICIAL TIME. Union representatives will be on duty time while attending the Council meetings and while completing any resulting action items. In addition, each Union member will be granted up to 2 hours of duty time prior to the meeting for preparations. Union members must inform their supervisor of both the date and time to be used for preparation and for attending the Council meeting.

SECTION 4. MEETINGS. At least seven (7) calendar days prior to a scheduled Council meeting, the Employer and the Union will provide agenda items to each other. The agenda items must be specific enough to allow the other Party to understand the issues to be discussed. Initially, the Council will meet at least once per month beginning the month after implementation of this Agreement for a period of six (6) months. At the end of the six-month period, the Parties may decide if bimonthly or quarterly meetings will meet their needs. Regardless of the regular schedule for meetings, special meetings of the Council may be scheduled by mutual Agreement to meet the needs of the Parties, resolve specific issues or solve problems. Such may be the case as a result of the Employer notification of the need for a change to conditions of employment for Employees as described later in this article. Regular meetings will be held the third Monday of the month at 9:00 a.m. The Employer will arrange for the meeting space and inform the Union once arrangements have been made.



SECTION 5. RECORDS AND AGREEMENTS. The Employer will provide an individual to serve as the official note taker. This individual will not count as a member of the Council. The minutes will be typed and will be provided to both Parties. Each Party will confer with their respective members to provide corrections, additions, deletions, comments, etc. The lead for each Party will be responsible for resolving any differences of opinion regarding the contents of the minutes. This does not preclude members from taking and maintaining their own personal notes. (A laptop may be used for this purpose - no more than one per side - so long as it is recognized that this is not for the purpose of attempting to create a verbatim transcript.) Where an Agreement is reached on an issue, the Parties will note the Agreement for the record to ensure the note taker accurately captures the essence and terms of the Agreement. If there are unresolved issues regarding the content of the minutes, the lead for each Party may request additional members who were present to work toward a resolution. Resolutions and Agreements accomplished through the Council meetings will be jointly announced to the rest of the District in the method determined by the Parties.

SECTION 6. TRAINING. The Parties agree that training will be provided to supervisors, management officials, the Union executive board and additional Employees necessary to ensure that one Employee from each section is trained. The training will be developed jointly and will include skills building in partnership, interest based bargaining, consensus building, and alternative dispute resolution. The Parties will consult to arrange for the time and location of the training.

SECTION 7. NEGOTIATIONS OUTSIDE THE PARTNERSHIP COUNCIL.

Issues which have been discussed in the Partnership Council but cannot be resolved may be handled by traditional methods such as negotiations, the negotiated grievance procedure, third party actions, etc. Either Party may declare the need to use these alternative methods for resolution. It is further understood that some issues may not be appropriate for presentation to the Partnership Council such as the grievance of an individual Employee or a group of Employees where the remedy applies to specifically named Employees. Issues regarding announced changes to conditions of employment that have not been resolved through the Partnership Council may be negotiated in accordance with Article 1 of this Agreement, this Article, and 5 USC 71.

SECTION 8. NEGOTIATION PROCEDURES. The Union will be notified of the Employer's intent to make a change to conditions of employment either by including the change as an agenda item for an upcoming Partnership Council meeting or by a written notification. The notification will include at a minimum:

- what is being changed
- the proposed effective date of the change (if known)
- the procedures the Employer intends to follow
- any planned accommodations for Employees, if appropriate
- any regulatory or legal documentation which is available, e. g., new agency regulations

If the notice was provided as an agenda item for an upcoming Partnership Council meeting, the Parties will discuss the change in the meeting to exchange information, express concerns, determine a course of action, and attempt to come to Agreement through partnership as described in this article.

If a written notification is used, the Union will respond within five (5) days to indicate to management its need to further address the issue or if implementation should proceed under the terms outlined in the notice. If further action is necessary, the Parties agree to meet within five (5) days to exchange information, express concerns, clarify issues and determine the next steps. Normally the Union President (or designee) and a designated representative for the Employer will be the only attendees at this meeting. This meeting will result in (1) a determination that implementation may proceed without further action by the Union; (2) a determination to call a meeting of the partnership council; or (3) a determination to negotiate.

If the Union does not respond within ten (10) days of the notice, the Employer is free to proceed with implementation as outlined in the notice.

If the matter is to be referred to the Partnership Council, the Council will meet within ten (10) days. If Agreement is reached through partnership, the change will be implemented in accordance with that Agreement. If Agreement cannot be reached the Union will provide proposals for negotiation within ten (10) days. The Parties agree to begin bargaining over the proposals within ten (10) days after receipt of the Union proposals.

If a determination is made to negotiate, the Union will provide proposals within ten (10) days after the determination. Bargaining will commence within ten (10) days of the receipt of the proposals.

#### SECTION 9. NEGOTIATION TEAM/SCHEDULE/CANCELLATION.

A. Each Party may have up to three members present during negotiations. It is not required that each Party have the same number of members. At the beginning of negotiations, each Party will identify its chief negotiator.

B. The Employer will provide the Union with three possible dates on which its negotiating team is available to bargain once the Union's proposals are received. Within twenty-four (24) hours, the Union will respond indicating the dates on which their team is also available or will provide three alternate dates. The Employer will then confirm the dates for negotiations.

C. Established bargaining meetings will normally not be canceled if the chief negotiator and one other member is available for each Party. In the event of an emergency for either Party, the meeting may be canceled with written notification to the other Party which includes at least three (3) suggested dates for rescheduling. The other Party will confirm the dates it is available and the Parties will proceed to bargain.



D. Negotiations will not normally begin prior to 8:00 a.m. or end after 4:00 p.m. Negotiations will normally be held on Tuesdays, Wednesdays, and Thursdays to accommodate alternative work schedules. The Parties agree to be flexible in scheduling when it is to their advantage or to the benefit of Employees to do so.

#### SECTION 10. MAINTENANCE OF RECORDS.

A. The Parties agree that no official transcript will be made during negotiations and that no part of negotiations will be recorded by electronic means such as a tape recorder or video camera.

B. Any Agreement will be reduced to writing and will be signed by the Chief Negotiator for each Party. Chief Negotiators will initial all proposals upon which Agreement is reached as they are bargained. This does not preclude either Party from reopening the proposal during the course of bargaining if needed. Negotiating team members will be offered the opportunity to sign or initial the Agreement, but this is not required for approval. The signature of the Chief Negotiators constitutes formal Agreement. All members of the bargaining teams shall receive a copy of the Agreement at the Employer's expense.

#### SECTION 11. CAUCUSES.

A. For the purposes of this Agreement, a caucus is defined as a recess generally of short duration, minutes or hours, in a bargaining session which is called by either Party to privately discuss a matter currently being negotiated for the purpose of providing counter proposals, researching the relevant regulations, or seeking higher level assistance, etc.

B. A caucus may be called by either Party without the consent of the other Party. The Party calling for the caucus will inform the other Party of the expected length of the caucus and the Parties will establish a time at which bargaining will resume.

C. Caucuses of less than one (1) day will be covered under the official time request for negotiations. An extended break of more than one (1) day will not constitute a caucus and will not be included in the official time for negotiations. Additional official time may be granted on a case-by-case basis.

#### SECTION 12. NEGOTIABILITY.

A. When the Employer believes the specific language of any Union proposal is non negotiable, the Parties agree to work toward finding language necessary to reflect the intent of the proposal and upon which the Parties may bargain to reach Agreement without violating the law. In the event this is not possible, the Union will either withdraw the proposal or file a negotiability

appeal with the FLRA. The Union agrees to articulate the meaning of the proposal prior to filing an appeal.

B. If the substance and intent of the proposal violates law, rule, or governmentwide regulations, the Union agrees to withdraw the proposal.

C. The Parties agree that if a negotiability appeal is to be filed the Union will notify the Employer within ten (10) work days. Absent notification the Employer is free to implement the agreed to proposals.

### SECTION 13. IMPASSE.

A. When the Parties have reached impasse on a negotiable matter and the Parties agree further discussion will not result in resolution, the particular matter will be set aside and negotiations will continue until all other negotiable matters have been addressed. The Parties will revisit the issues in an attempt to resolve any and all impasses.

B. If a second attempt at reaching Agreement is unsuccessful, the Employer will make arrangements to obtain the services of a mediator. The Parties will then fully participate in an attempt to resolve the impasses with the mediator. If they remain at impasse, either Party may request the services of the Federal Services Impasse Panel (FSIP). If the FSIP is not contacted within ten (10) days, the Parties agree to implement all other agreed to items.

## ARTICLE 6

### GRIEVANCE PROCEDURE

SECTION 1. PURPOSE AND COVERAGE. This procedure is to provide an orderly procedure for the processing and settlement of grievances under this Agreement. A grievance means any complaint:

- A. By any Employee concerning any matter relating to the employment or working conditions;
- B. By the Union concerning any matter relating to the employment/working condition of the Employee;
- C. By any Employee, the Union, or the Employer concerning:
  - 1. The effect of interpretation, or a claim of breach of a collective bargaining agreement between the Parties; and
  - 2. Any claimed violation, misinterpretation, or misapplication of any rule, law, or regulation which effects conditions of employment.

SECTION 2. EXCLUSIONS. This procedure excludes the following:

- A. A claimed violation relating to prohibited political activities;
- B. Retirement, life insurance, or health benefits;
- C. A suspension or removal taken for National Security reasons;
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in reduction in the grade or pay of Employee;
- F. The separation of an Employee in a probationary period or while the Employee is serving in the first year of a Worker/Trainee position, a Veterans Recruitment Act or other Excepted Appointment, or while the Employee is serving under a time limited appointment;
- G. An allegation or complaint of discrimination because of race, religion, color, sex, national origin, age, or handicapping condition;
- H. Non-selection from a group of properly ranked and certified candidates;

I. Reduction-in-force action;

J. Any disciplinary action less than a reprimand unless the action requires the action to remain in the Employee's Official Personnel folder for more than 90 days;

K. Non-adoption of a suggestion submitted by any Employee;

L. Disapproval of an award for any Employee. This would not preclude the Union from filing a grievance regarding the fair and equitable administration of the awards program in the District.

M. Any other matter for which a statutory or regulatory appeal procedure exists except as provided by the Parties to this Agreement in Section 3 of this Article below.

SECTION 3. CHOICE OF REDRESS. An Employee who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal or suspension for more than fourteen (14) calendar days, may at the Employee's option appeal the matter to the Merit Systems Protection Board (MSPB) or file a grievance with the procedures contained in this Article, but not both. An Employee shall be deemed to have exercised their option by their written submission.

SECTION 4. UNION REPRESENTATION OUTSIDE THIS PROCEDURE. The Parties recognize the Union is not required to represent non-union members of the bargaining unit on any matter for which a statutory or regulatory appeal procedure exists.

SECTION 5. GRIEVABILITY. If the Parties cannot agree whether a matter is grievable or arbitrable, the question shall be submitted to the arbitrator as a threshold issue.

SECTION 6. SETTLEMENT. The Parties agree that every reasonable effort will be made to settle grievances at the lowest possible level. The filing of a grievance SHALL NOT REFLECT UNFAVORABLY ON AN EMPLOYEE.

SECTION 7. INITIAL FILING. The Parties agree that a grievance must be presented at the informal step of the procedure within ten (10) working days after the event which gave rise to the grievance, or within ten (10) work days following the date the Employee could have been reasonably expected to be aware of the incident giving rise to the grievance. If, at any level within the process, the supervisor is not able to participate, the Employee and/or their representative shall be notified. If the supervisor does not return to address the grievance within five (5) work days of the initial submission to that level, the grievance shall be addressed by a designated official or moved to the next level in the grievance procedure at the discretion of the Employer with notification to the Employee and/or their representative. Time limits may be extended by mutual consent of the Parties.

SECTION 8. RELATED INFORMATION. The Parties shall, in the spirit of Partnership, share all known pre-decisional information at all steps of the grievance procedure. Discovery on new/additional information/witnesses/etc. shall be jointly shared to expedite the resolution of the grievance. The following procedure shall be utilized by those who desire to pursue a grievance.

SECTION 9. EMPLOYEE GRIEVANCES.

A. INFORMAL STEP. The Employee and/or their representative shall discuss the grievance, in private, orally, and informally with the Employee's first-level supervisor. The supervisor, after determining the facts of the situation, shall meet with the Employee, Union representative, and such other individuals deemed necessary. The supervisor has seven (7) work days from initial notification to render a written decision.

B. ALTERNATIVE DISPUTE RESOLUTION. The Alternate Dispute Resolution (ADR) process/methods are strongly recommended as a means to resolve grievances prior to proceeding to the Formal Step of the grievance procedure. Should the Employee agree to use ADR as a means to resolve the grievance, the pursuit of the Formal Step is not permitted.

C. FORMAL STEP 1. If the grievance is not resolved in the INFORMAL STEP and ADR procedures have not been used, and the Employee desires to further pursue the matter through the negotiated grievance procedure, the Employee and/or Union representative shall reduce the grievance to writing and submit to the second-level supervisor within twenty (20) calendar days from the decision at the INFORMAL STEP. The second-level supervisor shall meet with the Employee and/or representative within five (5) calendar days of receipt of the formal grievance. The second-level supervisor shall provide a written response to the grievant and/or the Union representative within ten (10) calendar days following the meeting.

D. FORMAL STEP 2. If the grievant is dissatisfied with the STEP 1 decision, the grievance may be advanced to the District Chief within ten (10) calendar days of receipt of the decision. The District Chief shall normally meet with the Employee and/or representative within five (5) days of receipt of the grievance and shall provide a written decision to the Employee and/or the Union representative within ten (10) days after receipt of the grievance.

SECTION 10. REPRESENTATION. An Employee who desires to use the grievance procedures must be represented by the Union unless the Employee does not desire such representation, in which case the following conditions apply:

A. Employees will state in writing to the Union and the first-level supervisor that the Union is not representing them;

B. Employees must represent themselves;

C. Resolution of the grievance must comply with the terms and conditions of this Agreement;

D. The Union is given the opportunity to be present during attempted resolution of the grievance;

E. The Union is provided a copy of any decision rendered by the Employer in connection with the grievance; and

F. The District Chief's or designated official's decision concerning the grievance is final.

SECTION 11. COMBINING ISSUES. If two or more Employees or the Union have grievances regarding the same issue(s), the Union shall select one grievance for processing and any decision on that grievance shall be binding on the other grievances. Each grievant and the Union shall be provided an individual copy of the written decision rendered by the Employer concerning the grievances.

SECTION 12. FAILURE TO MEET TIME FRAMES. Failure of the Employer to meet the time limits prescribed in this Article shall permit the Employee or the Union to move to the next step of the grievance procedure. Failure of the Employee or the Union to meet the time limits prescribed above shall constitute withdrawal and termination. However, time limits may be extended by mutual consent at any step of the grievance procedure.

SECTION 13. UNION OR EMPLOYER GRIEVANCES. Grievances may be submitted in writing by the Union President or the District Chief to the other party within twenty (20) calendar days of the incident giving rise to the grievance or when the Party became aware of the incident. The Parties shall meet within ten (10) calendar days to discuss the issue(s). The Party in receipt of the written grievance will provide a written response within fifteen (15) days of the meeting. If not resolved, either Party may refer the matter to arbitration within twenty (20) calendar days following receipt of the written decision.



## **ARTICLE 7**

### **ARBITRATION**

SECTION 1. Arbitration may be invoked only by the Union or the Employer. Approval by Employees involved in or affected by a grievance is not required before arbitration is invoked.

SECTION 2. Upon written notice of either Party to the other, the grievance may be submitted to arbitration. The notice must be given to the other Party within twenty (20) calendar days of the final decision of the final step of the grievance procedure.

SECTION 3. Within seven (7) calendar days of notification by either Party to invoke arbitration, the Parties may jointly or singly request a list of arbitrators from the Federal Mediation and Conciliation Service. The Parties shall meet within five (5) days of the receipt of the list to strike one name from the list and repeat until one name remains. A flip of a coin shall determine which Party strikes first. The name remaining will be the duly assigned arbitrator.

SECTION 4. Representatives of the Parties shall meet within a reasonable amount of time after receipt of an arbitration request to consider means of expediting the arbitration proceeding by: jointly reducing the issue(s) to writing, stipulation of fact(s), authenticating exhibits, and exchanging lists of proposed witnesses. In addition, the Parties agree to continue seeking ways of resolving the issues prior to arbitration.

SECTION 5. The Arbitrator's fee and expenses shall be shared equally between the Parties. The Employer shall furnish a space at its facility for the arbitration hearing. Further, the Parties shall pay for their own respective needs for the process, however, the Parties may mutually agree to share desirable or necessary expenses in connection with the arbitration.

SECTION 6. If the Parties cannot agree whether a matter is grievable or arbitrable, the question shall be submitted to the Arbitrator as a threshold issue. If the Parties are unable to agree on the issue(s) submitted for arbitration, the Arbitrator shall work with the Parties to define the issue(s) prior to conducting the hearing.

SECTION 7. The arbitration shall be held during regular working hours. Employee(s) filing the grievance and witnesses who have direct knowledge of the circumstances and factors bearing on the case are to be excused from duty to participate in the arbitration proceedings during the time they are needed/required without loss of regular pay or leave.

SECTION 8. An award rendered by an arbitrator on any issue referred to arbitration, under the terms of this Agreement, shall be final and binding on the Parties except that either Party may file an exception to the award under law and regulations prescribed by the Federal Labor Relations Authority (FLRA).

## **ARTICLE 7A**

### **EXPEDITED ARBITRATION**

**SECTION 1.** The Parties agree to the use of the expedited arbitration provisions of this Article when arbitration is invoked over grievances on the following matters:

- A. Denials of annual or sick leave, credit hours, or nondiscretionary leave without pay;
- B. Denial of any reasonable official time Union representatives are entitled to under the provisions of this Agreement;
- C. Bulletin board postings;
- D. Use of facilities and equipment as provided for by this Agreement;
- E. Distribution of Union literature;
- F. Written reprimands; and
- G. Other matters mutually agreed upon by the Parties.

**SECTION 2.** All of the provisions regarding arbitration in this Agreement will apply to the use of expedited procedures with the following exceptions:

- A. The Parties may mutually agree to apply normal arbitration procedures if the issues of the grievance are overly complex.
- B. The Party who invokes arbitration wishes the grievance to be heard under these procedures as allowed by G above. The desire to use expedited procedures should be indicated in the initial request for arbitration. The parties will meet prior to the expiration of the deadline to request a list of arbitrators from the FMCS to determine if they can agree to apply the expedited procedures to the matter to be heard. Whenever the expedited procedures are to be used, the request to both FMCS and the Arbitrator selected will so state.
- C. The following procedural guidelines will apply:
  - 1. the hearing shall be informal;
  - 2. strict rules of evidence shall not apply;
  - 3. a verbatim transcript shall not be prepared;



4. the Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought forward by the Parties' representatives in the most expeditious manner;
5. it will be the sole discretion of the Arbitrator to determine who may testify;
6. the Arbitrator may determine whether testimony or evidence is irrelevant or unduly repetitious and may exclude same;
7. the Parties will have the right to present and cross examine witnesses;
8. upon submission of reasonable proof to the Arbitrator that a witness who has personal and relevant knowledge of the facts involved cannot be present for the purpose of testimony, the Arbitrator may accept a written affidavit. The acceptance of the affidavit affords it the weight the circumstances warrant. Copies of affidavits accepted into evidence will be provided to the representatives of the Parties;
9. issues and requested remedies not included in the grievance process may not be raised by either Party during the arbitration;
10. the Employer and the Union agree that the Arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement;
11. the Arbitrator may not include any assessment of expenses against either Party except in the case where it is necessary to determine the Party responsible for arbitration fees and expenses;
12. the Arbitrator will be requested to render a bench decision or issue a written decision no later than five (5) workdays after the receipt of any position memoranda, or after the hearing date as appropriate if memoranda were not to be prepared.

SECTION 3. Arbitration awards rendered under the expedited procedures shall not serve as precedent in the administration of this Agreement, or in subsequent arbitrations of future grievances arising from the interpretation or application of any law, rule, regulations, or provision of this Contract.

## **ARTICLE 8**

### **OFFICIAL TIME**

SECTION 1. The Parties agree that the use of official time by Union representatives is beneficial to the government, the USGS, and Employees. The use of official time shall be used and reported in accordance with this Article.

SECTION 2. Union representatives shall be granted reasonable official time which is necessary to carry out their responsibilities under this Agreement, laws, rules, and regulations. This also applies to time necessary for preparation of required reports and correspondence to Federal agencies such as the U.S. Department of Labor and Internal Revenue Service. The Union President, or designee, shall be allowed two (2) hours per week as necessary to staff the Union office in addition to other office time that may be necessary.

SECTION 3. Union representatives shall request from their immediate supervisor and will normally be granted official time in excess of 30 minutes prior to leaving the work area to carry out representational duties. If work requirements are such that the representative cannot be excused at that time, the supervisor shall arrange for a mutually acceptable time for the representative to be excused. Should the amount of official time exceed the approximate time the representative and the supervisor mutually agreed upon, the representative shall contact their supervisor to let them know, and request the additional time away from work. Upon return to their work area, the representative shall inform their supervisor.

SECTION 4: An AFGE representative shall be allowed to visit the activity, subject to applicable security regulations. Such visits shall be arranged with appropriate management officials for the purpose of meeting with officials of the Employer and/or the Union and assisting Local Union representatives.

SECTION 5: Union representatives shall report official time on their Time and Attendance Report.

SECTION 6: The use of official time shall not in and of itself influence an Employee's performance evaluation in any way. It is the responsibility of Union representatives to assure that they use official time appropriately to diminish potential impact on their performance.

SECTION 7. The Employer shall grant a bank of 200 hours per each contract year to be used by the Union for training on matters covered by this Agreement, law, rule, or regulation. Supervisory approval is required for actual release from duty to attend training.

## ARTICLE 9

### USE OF FACILITIES AND SERVICES

SECTION 1. UNION OFFICE. The Employer agrees to provide the Union with an office, convenient to Employees, for the conduct of Union business. The office will be properly lighted, air conditioned, and heated as are other offices. The office must be private and must have a lock on the door. The Union President will be provided one (1) key to the Union office. Additional keys to the Union office may be made at the Union's expense.

A. The office will be a minimum of 7X9 feet and will be furnished with a four-drawer vertical legal sized locking file cabinet, desk, bookshelf, and a telephone with an FTS line. Additional surplus furniture may be transferred to the Union office upon request and subject to the approval of the District Chief.

B. Should the specific space occupied by the Union office be required as official office space, the Employer agrees to work with the Union President to relocate the office. The Employer will provide boxes necessary to pack Union materials and make arrangements for the movement of Union furnishings to a new location. The new location of the office will meet the requirements of this Article.

SECTION 2. INTERNAL MESSAGE SERVICE. The Union will be permitted to use the internal mail distribution service, the e-mail system, and the phone mail system under the following guidelines:

A. The Union may use the Employer's metered and franked paid mail services. The Union agrees to pay for their own use of Federal Express-type mail services.

B. Sealed envelopes addressed to or from the Union will not be tampered with to the extent that this is within the control of the Employer.

C. Internal mail distribution services will not be used to deliver information related to Union organizing, fund-raising, or other internal Union business.

D. The rules and regulations which apply to all Federal and USGS Employees regarding the appropriate use of e-mail, phone mail, the Internet, and internal distribution systems will apply to the use by the Union. The Union shall not use libelous, scurrilous, damaging, or defaming language in its communications.

SECTION 3. NEWSLETTER. The Union will be permitted to distribute its own fliers or newsletter to all Employees. The production/distribution may be performed on official time in accordance with the provisions of this Agreement. Union newsletters and fliers which are distributed on official time may not contain information which pertains to Union organizing,

dues allotments, fund-raising, or other internal Union business. Information of this type must be produced and distributed without the use of government equipment, services, or supplies and must be delivered on non-duty time for both the distributor and the recipient.

SECTION 4. BULLETIN BOARDS. Bulletin board(s) will be made available for exclusive use by the Union. At least one (1) bulletin board will be made available upon request of the Union in other buildings where Employees routinely work. Notices posted must be truthful and factual in nature, in good taste, and must not violate any law, regulation, or provision of this Agreement. When posting documents obtained from the Employer, the documents will be posted in their original state and will not be altered, annotated, or defamed in any way by the Union.

SECTION 5. USE OF OFFICE EQUIPMENT. The Union will be permitted to use office equipment and furnishings as are necessary to perform Employee representational duties to include, typewriters, telephones, word processing equipment and software, facsimile machines, copying or duplicating machines, computers, software, and printers. The Union agrees to schedule the use of official time and equipment so as not to interfere with the official business requirements of the Employer. The use of such equipment is subject to the Employer's approval as related to the timing and length of each incident of use. The Parties agree the equipment including the telephone, will only be used for official purposes. Official time, equipment, and furnishings shall not be used for the conduct or support of internal Union business.

SECTION 6. CONFERENCE ROOMS. The Union will be permitted the use of the Employer's conference rooms when the use of such rooms does not conflict with their use by Employees for official business purposes. The Union will make every attempt to schedule the use of the rooms as far in advance as possible, normally not less than three (3) days in advance. If the rooms are to be used for Union membership meetings or other internal Union business, the rooms will be scheduled for use during non-duty hours between 11:30 a.m. and 12:30 p.m. and after 4:00 p.m.. The Union will adhere to all security and housekeeping requirements when using the rooms.

SECTION 7. MEMBERSHIP DRIVES. Upon request of the Union and subject to normal security limitations, the Union will be allowed to conduct a membership drive(s) during non-duty hours. Adequate space will be provided in a location which is convenient to Employees and meets normal security requirements. Except for the normal furnishings of the space provided, no other equipment, furnishings, or facilities of the Employer may be used by the Union.

SECTION 8. COPIES OF THE AGREEMENT. The Employer will furnish one (1) copy of this Agreement to each Employee upon its implementation. The Union will be provided with additional copies needed to provide them to new Employees in accordance with the provisions of this Agreement. The Employer will bear the cost of producing the copies needed for these purposes. The Parties agree that the Union may translate this Agreement into Spanish. The Employer will provide a reasonable number of copies of the translated version not to exceed the number of Employees. The Parties agree that the English version will be used for all official purposes.

**SECTION 9. PUBLICATIONS AND REGULATORY MATERIALS.** The Employer agrees to provide the Union with access to the office copy of Title 5, Code of Federal Regulations, the Survey Manual (including updates), part 370 of the Departmental Manual, and other regulatory materials. The Employer further agrees to allow the Union and Employees access to additional regulatory documents via the Internet and to print reasonable copies.



## **ARTICLE 10**

### **HEALTH AND SAFETY**

**SECTION 1. INTRODUCTION.** It is the responsibility of the Employer to provide safe working conditions and to develop a safety conscious work force. The Employer will comply with applicable Federal laws and regulations relating to the safety and health of Employees. All Employees are responsible for the reporting of unsafe conditions, broken or malfunctioning equipment, and hazards to health and safety as soon as the conditions are identified. The Union and the Employer will cooperate in these efforts by encouraging Employees to work in a safe manner, to obey established safe practices, and established directives.

**SECTION 2. INSPECTIONS.** The Employer shall conduct an annual safety and occupational health inspection of all work areas affecting conditions of employment of Employees. A Union representative may accompany the Employer's representative, may participate, and shall be on official time during the inspection. The Employer will notify the Union of the name of the Employer's representative and the date of the annual inspection at least two (2) weeks in advance when possible. The Employer retains the right to perform emergency inspections and act upon its findings without advance notice. Information will be provided to the Union as soon as practicable following the emergency inspection. In addition to the annual inspection initiated by the Employer, Employees may report possible unsafe working conditions to the Employer when discovered. A Union representative may accompany the Employer's representative on inspections resulting from Employee/Union reports and shall be on official time during the inspection. The Union shall receive copies of any and all inspection reports.

**SECTION 3. KNOWN HAZARDS.** Employees and the Union are to be notified as soon as practicable of known hazards in the work place affecting Employees. Following the initial report of a hazardous situation, an investigation will be conducted by the Employer. The Employer will take the appropriate action to deal with any problems which may be revealed by the inspection. The Employer will provide the Union with a report of the inspection and actions taken.

A. Employees may decline to perform their assigned task(s) because of a reasonable belief that, under the circumstances, a task(s) poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with applicable regulations. The Employer will investigate and/or call for assistance from the Regional Safety Officer or local OSHA office as necessary. Employees must return to their duty station and the performance of the task assigned following a determination that an area is safe.

B. Appropriate personal protective clothing and safety equipment shall be provided by the Employer. The Employer shall also consider the Union's recommendations concerning the provision and use of protective clothing and safety equipment. Protective clothing and safety

equipment may include, but is not limited to, safety glasses and goggles, safety shoes, noise suppressors, dust and respiratory protection equipment, hard hats, and suitable work gloves. Safety equipment and protective clothing furnished by the Employer will be modified as necessary or replaced when no longer serviceable. The safety equipment will be serviced and replaced in accordance with the manufacturer's recommendations. The Employer will ensure that Employees are provided with training in the use of safety equipment and other safety procedures as applicable. The Employer recognizes special needs of Employees with disabilities and will provide them with appropriate equipment, information, and time to provide reasonable accommodations.

C. Each Employee is responsible for observing all safety precautions; for adhering to all written and oral safety instructions; for reporting unsafe practices and conditions to his/her supervisor; and for properly maintaining and using protective equipment and clothing issued by the Employer. Employees failing to comply with these requirements may be subject to disciplinary actions.

SECTION 4. FIRE DRILLS. The Employer shall conduct fire drills in accordance with applicable laws and regulations. Emergency evacuation plans will be posted in appropriate locations. All Employees will be notified in the event of an evacuation. To further protect Employees in the event of an emergency, the use of a "buddy system" is encouraged. In the event of an emergency, supervisors and handicapped monitors will ensure the evacuation of Employees with disabilities. For safety reasons, supervisors should be conscious of the location of their Employees; and Employees are expected to keep their supervisors informed of their whereabouts at all times.

SECTION 5. SAFETY COMMITTEE. The District Safety Committee will meet periodically to advise the Employer on matters related to health and safety. The Union may appoint up to one (1) representative to serve as a member. This representative shall be on official time while performing safety committee responsibilities, in accordance with the official time provisions of this Agreement. The Safety Committee will be chaired by the District Safety Officer. The duties of the committee may include, but are not limited to: monitoring and assisting in the conduct of the annual safety inspection or the report of a hazard, recommending additional safety procedures, reviewing, or establishing abatement procedures, etc.

SECTION 6. CHEMICALS AND MATERIALS. The Employer will maintain updated Material Safety Data Sheets (MSDS) on all hazardous materials used in the District and will ensure that all protective equipment and safety precautions required by the MSDS are in place. The sheets will be located where the material is stored and in areas where the material is used. The Parties agree that hazardous materials used will be under the following guidelines:

- A. The Employer will use the most environmentally friendly materials possible.
- B. The Employer will ensure proper disposal of hazardous materials.

C. Supervisors and Employees who work with hazardous materials will be trained in environmentally safe uses and practices.

D. The Employer agrees to obtain updated information through its Safety Committee regarding the environmental aspects of hazardous materials handling, and amend its practices on a regular basis.

E. The Employer, through its Safety Committee, will inventory all hazardous materials on an annual basis, and will properly dispose of those materials no longer in use or needed for future work.

#### SECTION 7. JOB RELATED TRAUMATIC INJURY AND OCCUPATIONAL DISEASE.

The Federal Employees' Compensation Act (FECA - 5 U.S.C. 8181 et.seq) is administered by the Office of Worker's Compensation Programs (OWCP) of the U.S. Department of Labor and provides compensation benefits to civilian Employees of the United States for disability due to personal injury sustained while in the performance of duty or due to employment-related diseases.

A. In the case of an injury, the Employee should first obtain emergency medical or first aid treatment as appropriate. Then:

1. Employees should report all job-related injuries to their immediate supervisor as soon as possible. The Employee should indicate if he/she wants to file a claim with OWCP. If so, the Employee or the supervisor may obtain all the appropriate forms from the District Administrative Officer, or the Norcross Personnel Office. (Note: The forms must be filed with OWCP within thirty (30) days after the incident which led to the injury.) The Employee, the supervisor and any witnesses should promptly complete the appropriate portion of the form.
2. An Employee who sustains a disabling traumatic job-related injury may request a continuation of pay (COP) for the period of disability (absence from work) not to exceed forty-five (45) calendar days, or may request annual or sick leave. It is the Employee's responsibility to promptly notify the supervisor of any request for COP or to indicate the type of leave to be used.
  - (a) The supervisor may not authorize COP until a completed CA-1 is received from the Employee. COP may be terminated if the Employee fails to provide medical documentation regarding the injury within ten (10) calendar days.
  - (b) Compensation for loss of wages beyond the period of COP may be claimed by filing the appropriate forms with OWCP.
3. The Employee should obtain an Authorization for Medical Treatment, CA-16, from the



District Administrative Officer prior to going to the doctor, and should also provide OWCP Form 1500 to the doctor for submitting bills for treatment(s) administered.

B. In the case of an occupational disease or illness, the Employee must file the appropriate forms with the supervisor.

1. The supervisor may not authorize COP. The Employee may use sick or annual leave and apply to OWCP for compensation.
2. The supervisor may only authorize medical treatment with prior OWCP approval.

C. Employees must also report to their supervisors any accident or incident which results in the loss or damage of government-owned or leased property in accordance with applicable regulations.

#### SECTION 8. HEALTH SERVICES AND PREVENTIVE MEDICINE.

A. Employee time spent for examinations, briefings, consultations, immunizations, etc., pursuant to the Employer's safety and health program is considered duty time.

1. Employees in the following occupations will be provided free immunizations as described: hydrologists, geographers, illustrators (physical science), physical science technicians, hydrologic technicians, drill rig operators, gaging station construction mechanics, and student trainees (hydrologists). The Employer will provide information to these Employees to allow them to make informed decisions as to whether or not to be vaccinated.
2. The immunizations offered will be Hepatitis A and B, tetanus and diptheria (Td). Hepatitis B vaccines will be offered only to those who are at risk of contracting the disease due to contact with human waste. Employees who travel to destinations which require vaccinations will receive those vaccinations at no cost.
3. Dosage and drugs used for vaccines will be determined by the appropriate public health authority. Appropriate follow up measures to insure immunization is achieved will be conducted by the appropriate health officials. Employees who experience adverse reactions to the vaccines may be placed on light duty or administrative leave as determined appropriate by the Employer for the remainder of the day on which they are vaccinated.

B. The Employer will provide and maintain convenient first aid kits, eye wash stations, etc. Locations of first aid stations will be conspicuously marked. There will be a minimum of one (1) first aid kit per fifteen (15) Employees in each general area where Employees are located.

C. In consideration of the damaging effects of tobacco on the health of the Employees, the Parties agree to implement and support a policy which prohibits smoking within all USGS buildings in which Employees are located. The Employer will provide smoking areas outside the building at designated areas of the grounds to accommodate the needs of Employees who smoke. The Employer, upon request, will also offer educational programs to assist smoking Employees who wish to quit as allowed within budget constraints.

SECTION 9. ASSAULT AGAINST EMPLOYEES. The Employer considers all threats to Employees to be serious.

A. All cases of physical threat or violence to Employees shall be immediately reported to the Employee's immediate supervisor. If, in the judgment of the Employee and/or the supervisor, the assault and/or threat is sufficiently severe, the proper law enforcement officials shall be notified. The Employer will take the circumstances into consideration and determine whether further assistance is necessary.

B. Counseling for Employees who feel threatened or experience violence in the work place will be provided through COPE, the EAP for the Employer. The Employee's right to privacy with regard to counseling and resulting records will be protected within the provisions of applicable law and regulations.

C. If an Employee is absent from work because of injury resulting from assault while on duty, the absence may be handled in accordance with the Federal Employee Compensation regulations.

D. Employees who assault other Employees may be subject to discipline, as appropriate, in accordance with Article 26, Discipline and Adverse Actions, of this Agreement.

SECTION 10. PARTNERSHIP COUNCIL ROLE. The Parties agree to work in partnership to address ongoing safety concerns of Employees to include, but not limited to:

A. The purchase of anti-glare and anti-ionizing screen protectors for all Employees who desire them to minimize the effects of computer terminal emissions;

B. The feasibility of conducting an annual flood drill in order to fine tune the safety aspects of working a water event;

C. The benefits of using three versus two Employees at flood stations;

D. Inspections of field stations; and

E. Methods to improve indoor air quality within District occupied space.

## **ARTICLE 11**

### **EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1. POLICY. It is the Employer's policy to attempt to rehabilitate Employees with personal problems which adversely affect conduct and performance. Employees should be given appropriate opportunities and time to deal with their problems through the EAP. The Employer shall maintain an EAP which meets the requirements of applicable laws and regulations.

SECTION 2. EMPLOYEE CONTACT. Employees may contact an EAP counselor using the telephone for counseling sessions. The number for such contact is: 1-800-247-3054. Calls made to this phone number do not appear on any billing and are not traceable to any specific telephone number in the District. EAP advisors are also available to make referrals for longer-term or local counseling as needed. Employees are on duty time while conferring with the EAP counselor, but must use their own leave or flex their schedule to attend local counseling sessions.

SECTION 3. CONFIDENTIALITY OF RECORDS. The Employee's right to privacy and the confidentiality of records related to participation will be maintained by the EAP counselor. However, in certain circumstances such as threats to other Employees, the EAP reserves the right to reveal information as appropriate and necessary.

SECTION 4. RELATIONSHIP TO OTHER ISSUES. The Parties recognize alcohol and drug-related problems and/or dependence, mental illness, post traumatic stress, and other substance abuse as illnesses which may impair work performance and conduct. Employees affected by these issues will receive the same careful consideration and respect as Employees who have other life altering illnesses. Employees should be given appropriate opportunities and time to deal with these problems. The Employer's agrees to consider these treatment needs to the fullest extent possible when determining appropriate action such as discipline, performance, or adverse actions.

## **ARTICLE 12**

### **WORK SCHEDULES**

**SECTION 1. GENERAL.** The work week, hours of work and scheduling will be in accordance with the provisions of this Agreement. Employees who elect to remain under the Gliding Schedule with Credit Hours (flexitime) are subject to the applicable bureau guidance.

**SECTION 2. SCHEDULE CHANGES.** The Parties agree that schedules must occasionally be modified in order to meet official requirements such as meetings, training, task deadlines, or unusual circumstances. Notice of short-term or unusual work requirements which require an Employee to fix their arrival, departure, and/or lunch times or change their AWS day off will be provided to Employees as far in advance as practicable. Employees will be notified in writing at least seven (7) days prior to the effective date of major changes to their work schedule such as the temporary or permanent suspension of AWS, except where: (1) the Employer would be seriously handicapped in carrying out its functions; or (2) substantial additional expenses would be incurred by the Employer.

**SECTION 3. TOUR OF DUTY CHANGES.** When the Employer decides to move an Employee from one tour of duty to another, the following guidelines will be applied:

A. When more than one equally qualified Employee is available, the Employer will first ask for volunteers for the tour of duty change.

1. If there are more volunteers than needed, the Employer will offer the changes in seniority order until the need is met. (Seniority in all cases in this Article will be determined by the Service Computation Date (SCD).)
2. If there are fewer volunteers than needed, the Employer will first assign those Employees who volunteered and will then assign Employees who are equally qualified in reverse order of seniority.

**SECTION 4. TIME AND ATTENDANCE RESPONSIBILITIES.** In order for AWS and Flexitime to be successful, the Parties agree that Employees must cooperate in their selection of work schedules and application for leave, and must limit the use of unscheduled leave to the fullest extent possible.

A. Employees must be scrupulous in their accounting for time worked and absences. Employees will record their arrival and departure times (including departure and return related to an extended lunch) on a sign-in/sign out sheet at the time they occur. The Parties agree that Employees will also record their time and attendance and other required information into any and all automated systems required by the Employer for the purpose of determining the appropriate cost of labor, products, and services.

B. Supervisors are responsible for the proper monitoring of Employees' attendance, adherence to procedures for the request and use of leave, and for proper recording of time and attendance related information. Supervisors are also responsible for effecting prompt and appropriate corrective measures in response to Employee neglect or abuse.

SECTION 5. RELIGIOUS OBSERVANCES. The Parties agree that Employees may make arrangements in accordance with law, regulation and the provisions of this Agreement, to earn credit hours or compensatory time for the purpose of then taking that time off in order to observe personal religious beliefs or obligations which require that the Employee abstain from work during specified periods of the normal workday or workweek.

SECTION 6. WORK AT HOME. Requests to work at home must be in writing and will be considered on a case-by-case basis under the following guidelines:

A. Requests are submitted to the appropriate approving official through the Employee's supervisor and division chain-of-command. The Employee must have a bona fide need to remain at home such as a medical condition which prevents him/her from reporting to the work place or a communicable disease where it is a health risk for other Employees.

B. In the case of a medical condition, the Employee has been released for the performance of work by his/her physician and has provided documentation of the release to the Employer.

C. The non performance of the work would result in failure of the Employer to meet mission goals or accomplish mission critical functions.

D. There is no one else available who can perform the work of the Employee.

E. The Employee's supervisor has a reasonable belief that the work can and will be accomplished at the Employee's home.

F. The duration of the work at home arrangement does not exceed three (3) calendar months. Employees will arrange their specific work schedule with their supervisor. The Employee's schedule may be a combination of reduced hours and appropriate leave while working at home.

G. Work at home will not be granted as a substitute for regular dependent care. However, in cases such as the illness or incapacitation of a family member which requires the Employee to be present at home, work at home may be approved if (1) actual care is minimal, such as assistance in mobility, meal preparation, etc., or (2) work is performed at a time other than when actual dependent care is being provided.



## ARTICLE 12 A

### ALTERNATIVE WORK SCHEDULE

#### PILOT PROGRAM

Under these guidelines, Caribbean District Employees may elect to continue their current flexibility to arrive and depart from work during flexible time bands with eight (8) hours worked on each of ten (10) work days, or establish a work schedule similar to the provisions of the 5/4-9 or 4/10 compressed work schedule under the rules of maxiflex to allow for one (1) or two (2) days off per pay period.

This pilot will be in effect for approximately one (1) year from the date of implementation. During the term of the pilot, the Parties will meet as necessary to discuss the benefits and problems, if any, and to determine whether to continue the AWS, to amend the guidelines, or to return exclusively to flexitime.

Maxiflex allows for a flexible work schedule applying core time on less than ten (10) days per pay period. Employees must fulfill their work requirement each biweekly pay period, but may vary the number of days they work and the number of hours worked per day to allow for a maximum of one (1) day off per pay period.

1. Biweekly Work Requirement. Fulltime Employees must work or account for by leave, credit hours, or compensatory time off a total of eighty (80) hours each biweekly pay period. Parttime Employees must work or account for absence the total number of hours designated by their official tour of duty each biweekly pay period. The basic work week is Monday through Friday.
2. Length of the Work Day. The work day may begin as early as 6:00 a.m. and end as late as 7:30 p.m. Unless an Employee is performing officially ordered and approved overtime, a maximum of 12 hours may be worked each day as follows - Employees working an 8-hour day may work a maximum of 10 hours (8 regular plus 2 credit), Employees working a 9-hour day may work a maximum of 11 hours (9 regular plus 2 credit) and Employees working a 10-hour day may work a maximum of 12 hours (10 regular plus 2 credit). (Note: When it is daylight at that time, Employees may begin work as early as 5:30 a.m. with supervisory approval.)
3. Core Time. Core time will be from 9:00 a.m. to 11:00 a.m. and from 1:30 p.m. to 3:00 p.m. on Monday through Friday. Those Employees who are on a maxiflex schedule are not held to core time on their AWS day off. All Employees must be present at work during core time or must account for their absence by an appropriate type of leave, credit hours, or compensatory time off.



Employees may begin and end their work day between the hours of 6:00 a.m. and 7:30 p.m. and may extend their lunch with prior supervisory approval, as long as they complete their daily work requirement or account for the additional time away from the office with leave, credit hours, or compensatory time off.

4. Scheduling. Employees who work in the office may elect to continue their current schedule or switch to a maxiflex 5/4-9 which allows for one (1) day off per pay period. Field Employees may elect to continue their current schedule or switch to a maxiflex 4/10 schedule which allows for one (1) day off per week, two (2) per pay period.
  - a. Employees must work together to establish schedules which provide for maximum office coverage during normal business hours. Field Employees must coordinate their schedules to ensure that all those on a particular team are working the same schedule. In no case will schedules be allowed for Employees on the same team where some members of the team are finished two (2) hours ahead of other team members if it is more efficient that they all travel in the same vehicle or if all team members are required to work for the additional two (2) hours.
  - b. All Employees working on the same team (crew) must select the same AWS day off and must establish a consistent reporting time.
  - c. In cases where two or more Employees request the same schedule (e.g., AWS day off) and the schedules cannot all be accommodated while maintaining effective office coverage, the appropriate supervisor will make the final decision. The supervisor may use a tiebreaker such as seniority in the District, or may draw names from a hat.
  - d. Schedule options and the election form are provided as attachment A to this Article. AWS days off are limited to Mondays and Fridays.
5. Participation. Employees may opt out of participation with a pay period's notice. The Employer may suspend participation for a particular Employee or group of Employees for such reasons as special projects, performance/productivity deficiencies, emergencies, etc.

Some Employees may chose to participate only during specific time periods, e.g., parents of school-aged children may wish to participate during the school year, but find that AWS does not work with their summer child care arrangements or vice versa.

6. Credit Hours. Credit hours may be earned only when the Employee has met the biweekly work requirement under maxiflex, and circumstances such as meeting deadlines, reducing backlogs, etc., make work available for the additional time.

- a. Prior supervisory approval is required for an Employee to work or use credit hours. Employees may not routinely work credit hours in order to be off additional days in the pay period.
  - b. Credit hours may only be earned during the normal workday of 6:00 a.m. to 7:30 p.m. Monday through Friday. Credit hours may not be earned on Saturdays, Sundays, or Holidays. Credit hours earned and used must be reported on the Employee's time and attendance records. Off the record time may not be kept.
  - c. Credit hours must be earned in no less than 15-minute increments, and must be earned in advance of taking the time off. Unlike Overtime, you do not round up for work of less than 15 minutes.
  - d. Working credit hours is voluntary on the part of the Employee and does not accrue an entitlement to overtime pay. A maximum of twenty-four (24) credit hours may be carried over from one pay period to the next for fulltime Employees. Credit hours worked in excess of this maximum carry over are forfeited by the Employee. It is the Employee's responsibility to monitor their credit hour balance.
7. Holidays. Pay for holidays is limited to eight (8) hours by law. Holidays which fall on a day for which the Employee is scheduled to work more than eight (8) hours will be paid at that rate. The Employee then has the option of working the additional time on another workday or accounting for the additional time with annual leave, credit hours, or compensatory time off. When a holiday falls on the Employee's AWS day off, the Employee will take the day before the holiday off if the holiday is on other than a Monday and the day after the holiday if the holiday falls on a Monday.
8. Relationship to training and travel. Normally, when Employees are on travel or attending training, their schedule will revert back to five (5) 8-hour days for each week in which training or travel occur.
9. Exceptions. Supervisors, with the concurrence of the District Chief may restrict or exclude certain positions or Employees from participation in AWS when such exclusions are deemed necessary due to work requirements. Supervisors may also restrict Employees from flexible lunch, permanently or temporarily change an Employee's AWS day off, or deny continued participation based on performance deficiencies.

Supervisors may allow Employee's to switch their AWS day off with advance notice to meet unscheduled needs, but are not required to do so.

Management initiated changes to the AWS schedule will be given in writing (to include e-mail) as far in advance as possible, but no less than forty-eight (48) hours prior to the required change.

10. Instructions for Time and Attendance. Under Maxiflex, credit hours do not accrue on a daily basis as they do under Flexitime. Although Employees are scheduled for a specific number of hours per day, and would work additional hours the same way, on the time sheet, credit hours are accounted for at the end of the pay period. For example:

If an Employee was scheduled to work:

M	T	W	TH	F	M	T	W	TH	F	
0	9	9	9	9	8	9	9	9	9	Total: 80

but the Employee worked credit hours as follows:

M	T	W	TH	F	M	T	W	TH	F	
2	9	9	10	9	8	10	9	9	9	Total: 84

the time and attendance records would show:

M	T	W	TH	F	M	T	W	TH	F	
2	9	9	10	9	8	10	9	9	5	Total: 84
									4 credit hours	

All time worked in the pay period is recorded as regular time until the biweekly requirement is met, then credit hours are recorded.

## CARIBBEAN DISTRICT AWS SCHEDULE SELECTION

EMPLOYEE NAME: \_\_\_\_\_ SECTION: \_\_\_\_\_

\_\_\_\_\_ I will not be changing my work schedule.

\_\_\_\_\_ I would like to begin working under schedule number \_\_\_\_\_, effective \_\_\_\_\_. My normal arrival time will be: \_\_\_\_\_

### Field or Office Employees - 5/4-9

Day of the Week	Schedule # 1- 1st Monday	Schedule #2 - 2nd Monday	Schedule #3 - 1st Friday	Schedule #4 - 2nd Friday
	Number of hours	Number of hours	Number of hours	Number of hours
Monday	off	8	9	9
Tuesday	9	9	9	9
Wednesday	9	9	9	9
Thursday	9	9	9	9
Friday	9	9	off	8
Monday	8	off	9	9
Tuesday	9	9	9	9
Wednesday	9	9	9	9
Thursday	9	9	9	9
Friday	9	9	8	off

### Field Employees Only - 4/10

Day of the Week	Schedule 5 - Mondays	Schedule 6 - Fridays
	Number of Hours	Number of Hours
Monday	off	10
Tuesday	10	10
Wednesday	10	10
Thursday	10	10
Friday	10	off
Monday	off	10
Tuesday	10	10
Wednesday	10	10
Thursday	10	10
Friday	10	off

## **ARTICLE 12 B**

### **OVERTIME**

**SECTION 1. QUALIFICATIONS.** Assignment of overtime is an assignment of work and thus the Employer's prerogative. The Employer retains the right to determine what qualifications are required to perform the work and who best meets those qualifications. A reasonable effort will be made to assign overtime work that is comparable to the Employee's regular duties. A good faith effort will be made to assign overtime equitably among equally qualified Employees performing the same or similar duties.

**SECTION 2. EXCUSING EMPLOYEES FROM OVERTIME.** The Employer may, upon request of an Employee, relieve an Employee from an overtime assignment where such assignment would cause a hardship for the Employee and where another Employee is deemed qualified by the Employer, is available for the assignment, and is willing to perform the required overtime work.

**SECTION 3. NOTIFICATION.** The Employer will give the Employee(s) advanced notice of overtime assignments as circumstances permit.

**SECTION 4. CALL BACK.** Any Employee who is required by the Employer to return to the District for work outside of his/her basic workweek to perform unscheduled overtime work shall be paid a minimum of two (2) hours of overtime pay, or the amount of overtime pay for the actual time worked, whichever is more.

**SECTION 5. COMPENSATION.** All Employees covered under the Fair Labor Standards Acts (FLSA non-exempt) must be compensated for officially ordered and approved overtime work. FLSA non-exempt Employees may be compensated by compensatory time off in lieu of overtime pay only at the written request of the Employee. Employees on overtime shall be compensated for any partial hours worked in increments of fifteen (15) minutes. Seven (7) minutes or less shall be regarded as inconsequential and shall be disregarded, more than seven (7) minutes and less than fifteen (15) minutes will be rounded up to the next fifteen (15) minute increment; this rule applies to the first increment and to all succeeding increments of overtime.

Compensatory time earned will be used in advance of annual leave except in cases where the Employee must use annual leave to avoid its loss. Compensatory time may be converted to pay if it is not used within the allotted number of pay periods prescribed by the bureau's regulations (currently 12 pay periods). Compensatory time earned will normally be converted to pay when the Employee transfers to another bureau or agency.

**SECTION 6. RELATIONSHIP TO CREDIT HOURS.** Employees may voluntarily work in excess of their scheduled number of hours, with prior supervisory approval, for the purpose of earning credit hours. It is the Employee's responsibility to monitor his/her credit hour balance to



ensure any credit hours worked do not exceed the maximum allowable carryover. Credit hours worked in excess of the maximum allowable carry over are forfeited by the Employee and do not accrue any entitlement to overtime pay, may not be converted to compensatory time, or maintained "off the record." Additional requirements with regard to earning and using credit hours are contained in Article 11, Workweek, Hours of Work, and Schedules.

SECTION 7. NIGHT DIFFERENTIAL, SUNDAY, AND HOLIDAY PREMIUM PAY. Night differential, Sunday, and holiday premium pay shall be administered in accordance with applicable laws and regulations.

## ARTICLE 13

### LEAVE

**SECTION 1. POLICY.** Employees have the right to use leave, the Employer has the right to determine when it will be used. Denial of leave will not be used as discipline. Leave will be scheduled, requested, approved, and used in a fair and equitable manner and in accordance with applicable laws, regulations and the provisions of this Agreement. Leave may be requested and used in fifteen (15) minute increments. Personal reasons for requesting leave will be disclosed on a need to know basis.

A. **REQUESTING LEAVE.** Except in emergency situations and unforeseeable circumstances, Employees shall normally request and obtain approval to use leave at least twenty-four (24) hours prior to the day leave begins. Employees are required to submit leave requests (annual, sick leave for planned medical treatment, and leave without pay) as far in advance as possible and to use an SF-71 (Rev. 12/97).

B. **EMERGENCY REQUESTS FOR LEAVE.** When an Employee is unable to report to work because of an emergency or illness, he or she will notify the appropriate leave approving official by 9:00 a.m. unless prevented from doing so by circumstances beyond the control of the Employee.

If the approving official is unavailable, the Employee must call the next level of supervision. A call to a coworker is not sufficient as co-workers have no authority to approve leave. In the event that neither the first- or second-level supervisor is available, the Employee may notify another supervisor in the District.

C. **REQUESTS FOR UNSCHEDULED ANNUAL LEAVE, LEAVE WITHOUT PAY, CREDIT HOURS, OR COMPENSATORY TIME OFF.** When an Employee calls in for approval of an unscheduled absence from work not due to an emergency or illness, he or she will do so at the earliest possible time, and should normally call the appropriate approving official prior to 9:00 a.m. If the approving official is unavailable, the Employee must follow the procedures outlined in paragraph B. above.

**SECTION 2. ANNUAL LEAVE.** It is agreed that the use of accrued annual leave is a right and not a privilege, subject to management approval of its scheduling. Consistent with the needs of the Employee and the Employer, annual leave which is requested in advance will normally be approved.

A. When making advance requests for annual leave, it is not necessary for the Employee to provide a reason for the request.

B. In the event that annual leave is denied or previous approval withdrawn, the Employee's supervisor will make every reasonable effort to reschedule the leave at times desired by the Employee.

C. Previous approval of annual leave will not normally be withdrawn except in the case where the Employer has determined the Employee's services are required, or where the Employee has failed to meet known commitments.

D. Written denial of annual leave requests submitted in writing and withdrawal of previous approval of annual leave will be provided to the Employee in a timely manner.

E. If work requirements prevent similarly qualified Employees within the same work group from being absent simultaneously, conflicts among Employees will be resolved through seniority based on the Employee's SCD. This procedure should not be used to allow the senior Employee to have the same time period two (2) years in succession when a similar conflict exists for the same time period such as Thanksgiving, Christmas, or New Year's.

F. Consistent with the work requirements of Union officials, they may be granted up to forty (40) hours of annual leave, credit hours or compensatory time off, or a combination of the three, per calendar year to attend Union conventions, training, and conferences. Leave without pay will not normally be granted for this purpose.

SECTION 3. SICK LEAVE. Sick leave will be requested and approved in accordance with applicable laws, regulations, and the provisions of this Agreement. Non-emergency sick leave may be denied if the Employee's services are needed. However, the Employer recognizes there may be a cost associated with canceled appointments, therefore if scheduled in advance, the leave will not normally be canceled.

A. Use of sick leave is appropriate for medical, dental, mental health, or optical examination or treatment, incapacitation for the performance of duties by illness, injury, pregnancy or confinement, or for the care and attendance to a family member. Employees who are absent from work for three (3) or more days may be required to provide medical documentation to support their absence.

B. Under the Federal Employees Family Friendly Leave Act, fulltime Employees may use up to forty (40) hours of sick leave each year to care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment, as well as to make arrangements necessitated by the death of a family member or to attend the funeral of a family member (including such things as travel, attending memorial services, pre-funeral gatherings/ceremonies, or reading of the will).

Sick leave for family care is appropriate for any condition which, if the Employee had such condition, would justify the use of sick leave; it is an entitlement and cannot be turned down.

1. In addition, fulltime Employees who maintain a balance of at least eighty (80) hours of sick leave can use an additional sixty-four (64) hours of sick leave per year for these purposes, bringing the total amount of sick leave available for family care and bereavement purposes to a maximum of one-hundred-four (104) hours per year. The minimum balance must exist after deducting the amount that will be used for family care or bereavement.

There is no requirement regarding the Employee's sick leave balance for use of the forty (40) hours of sick leave and that forty (40) hours may be advanced. However, no sick leave may be advanced for the purpose of meeting the requirement to retain a minimum sick leave balance of eighty (80) hours or for using additional sick leave for these purposes when such use would otherwise cause the Employee's sick leave balance to fall below the minimum required.

2. Parttime Employees or Employees with an uncommon tour of duty may use up to the average number of hours of work in the Employee's scheduled tour of duty each week. Parttime Employees or Employees with an uncommon tour of duty who maintain a sick leave balance equal to at least twice the average number of hours of work in the Employee's scheduled tour of duty each week may use an amount equal to the number of hours of sick leave normally accrued by the Employee during a leave year.

C. Employees may use sick leave for absences relating to adopting a child. An adoptive parent may use sick leave for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed.

Leave for this purpose must be requested in advance, to the extent possible. There is no limitation on the amount of sick leave that may be used for adoption and a maximum of thirty (30) days of sick leave may be advanced.

SECTION 4. MATERNITY/PATERNITY LEAVE. Employees may use any combination of leave, LWOP, and donated leave available to them in accordance with applicable laws, rules, and regulations for the birth or adoption of a child. The length of absence for maternity reasons will be determined on a case-by-case basis, taking into consideration Employee wishes and workload requirements. Parents returning from leave after birth or adoption may request and be considered for parttime or job-sharing work assignments.

SECTION 5. LEAVE WITHOUT PAY (LWOP). The granting of LWOP is an administrative determination and cannot be demanded by Employees as a matter of right. Requests for LWOP will be duly considered by the Employer in accordance with applicable laws, regulations, and the provisions of this Agreement. The Employer's practice is to grant LWOP only when the absence will be of mutual benefit to the Employer and the Employee. In cases where the Employee is not exercising a statutory right, the work requirements of the Employee's position will also be

considered in the approval process. Requests for LWOP for fourteen (14) or more work days must be made in writing and must include the reason for the request.

A. CIRCUMSTANCES APPROPRIATE FOR LWOP.

1. Educational purposes
2. Service with non-Federal public or quasi-public organizations
3. Pregnancy/Paternity Leave

B. STATUTORY RIGHT TO LWOP.

1. Family and Medical Leave Act (FMLA). Eligible Employees are entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for (a) the birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the Employee for adoption or foster care; (c) the care of a spouse, son, daughter, or parent with a serious health condition; and (d) a serious health condition of the Employee that makes the Employee unable to perform the duties of his or her position. To be eligible, an Employee must have worked for the Federal Government for at least twelve (12) months (all time worked is counted; it does not have to be continuous or consecutive) and, for temporary or intermittent Employees, he or she must have worked at least 1,250 hours (paid leave and unpaid leave, including FMLA leave, are not included) during the twelve (12) months prior to the start of the FMLA leave.
2. The Employee is a disabled veteran undergoing medical treatment.
3. The Employee is a reservist undergoing military training.
4. The Employee has a claim approved by the Office of Worker's Compensation and the Employer determines the Employee will be retained on the rolls during the absence.

C. IMPACT. Excessive use of LWOP affects the Employee's benefits such as within-grade increase waiting period, tenure, leave, and health benefits. Employees should monitor their use and seek the advice of a benefits specialist in the servicing personnel office if they have questions or concerns.

SECTION 6. ADMINISTRATIVE LEAVE. At the discretion of the Employer, administrative leave may be granted to Employees for participation in such civic activities as civil defense drills, registering to vote, and voting in national, State, and municipal elections, and for such other reasons deemed necessary by the Employer or required by law or regulations. Approval of requests for administrative leave will be made in accordance with applicable laws, regulations, and the provisions of this Agreement.

A. BLOOD DONATION PROGRAM. The Parties fully support the Blood Donation Program, and to encourage participation, the Employer will generally allow Employees who donate blood to take up to four (4) hours of administrative leave, subject to workload requirements and under the following guidelines:

1. Employees must notify the appropriate individual to schedule an appointment in order to be granted any administrative leave.
2. Credit hours may not be earned on a day administrative leave is taken.
3. The four (4) hour maximum includes the amount of time it takes for actual donation.
4. Employees must record, on sign-in/sign-out sheets, the time they leave to donate blood.
5. The leave must be taken on the day blood is donated.

B. BONE MARROW DONOR PROGRAM. Employees are entitled to use up to seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone-marrow or organ donor. This is a statutory right of an Employee and cannot be denied by the Employer.

SECTION 7. ADVANCED LEAVE. The Employer will grant advanced sick or annual leave at its discretion. The maximum amount of sick leave that can be advanced is 240 hours and the annual leave advance may not exceed the amount of annual leave to be accrued by the end of the current leave year. Employees on limited appointments may be advanced only the sick or annual leave which will be earned in the remaining period of the appointment. Employees will not be granted advanced leave in cases where there is no likelihood that the Employee will return to work.

#### SECTION 8. COURT LEAVE.

##### A. JURY SERVICE.

1. It is the Employer's policy that as a general rule, requests will not be made to excuse Employees from jury duty.
2. Court leave is granted for jury service to fulltime and parttime Employees who are in a pay status. Annual leave, including leave that would otherwise be forfeited, may not be substituted for court leave.
3. The period of jury duty from the date stated in the court summons to the date of discharge by the court is charged as court leave.



4. An Employee excused from jury duty for an entire day, or for a period that would permit the Employee to work for at least four (4) hours is expected to return to work unless the return would cause a hardship because of the distance of the court from the residence or place of duty. If Employees do not return to work when excused from jury duty, except for the above reasons, annual leave will be charged for the absence from work.

#### B. WITNESS SERVICE.

1. Official Duty. Employees are considered to be in an official duty status if they are summoned to:
  - (a) Testify in an official or nonofficial capacity or produce official records on behalf of the United States Government or the District of Columbia, or
  - (b) Testify in an official capacity or produce official records on behalf of a party other than the United States or the District of Columbia.
2. Court Leave. An Employee is granted court leave when summoned to serve as a witness in a judicial proceeding in a nonofficial capacity on behalf of a State or local government or on behalf of a private party when the United States, the District of Columbia, or a State or local government is a party. Court leave is not available when the service in a nonofficial capacity is on behalf of a private party except as indicated above. When court leave is not authorized, the period of witness service is charged as annual leave or leave without pay.

SECTION 9. ABSENCE WITHOUT LEAVE (AWOL). AWOL is absence from duty which is not authorized or approved, including leave which is not approved until required documentation is submitted or for which a leave request has been denied. AWOL, in itself, is not a disciplinary action, but continued use of AWOL can be the basis for disciplinary action up to and including removal from the government. AWOL is charged in one (1) minute increments.

SECTION 10. RESTORED LEAVE. Annual leave that is subject to forfeiture at the end of the leave year, will be restored by the Employer in accordance with bureau guidance.

SECTION 11. VOLUNTARY LEAVE TRANSFER PROGRAM. The Parties fully support the appropriate use of the USGS Voluntary Leave Transfer Program. Bureau requirements will be followed for the request, approval, solicitation, and use of transferred leave.

SECTION 12. DISCRETIONARY APPROVAL OF ABSENCE. The Employer has the authority to and may excuse absences of up to one (1) hour for infrequent absences and tardiness. The Employer's exercise of this authority will be based on the merits of each case and will be applied in a fair and equitable manner. Employees may not grieve or appeal a decision by the Employer not to excuse a particular absence or incident of tardiness.

SECTION 13. LEAVE ABUSE. The Parties agree that abuse of leave by an Employee is a serious matter and may have an adverse impact on co-workers by resulting in the requirement for them to perform the duties of the absent Employee. The Employer, through its supervisory personnel, will monitor the leave usage of Employees in such a way as to identify abuse as early as is possible.

A. The Employer will normally provide a verbal warning when there are concerns regarding leave use by a Employee prior to imposing a leave restriction on the Employee. The decision whether to impose a leave restriction without a verbal warning will be made on an individual case-by-case basis.

B. If the leave use does not improve after a verbal warning, the Employer may place the Employee on leave restriction for a period of six (6) months. The period of leave restriction may be extended for a year, in six (6) month increments if adequate improvement in leave use has not been achieved by the Employee. Notification of leave restriction will be in writing and will include:

1. the reasons for imposing the leave restriction;
2. any specific requirements for requesting the approval of leave for non-medical reasons;
3. any requirement for providing medical certification for subsequent absences when the Employee claims they are for medical reasons; and
4. the time frame for the leave restriction.

C. Consistent with governmentwide regulations, the Employer may require medical documentation for absences of three (3) workdays or less when there is evidence that abuse of leave may have occurred regardless of whether or not the Employee is on leave restriction.

## **ARTICLE 14**

### **CHILD CARE**

**SECTION 1. GENERAL.** The Employer recognizes that working parents may have special child care needs during working hours. The Employer also recognizes the need of such parents to secure adequate child care arrangements.

**SECTION 2. LEAVE.** If emergency annual leave or leave without pay is requested due to unexpected changes in child care arrangements, it will normally be approved.

**SECTION 3. CHILDREN IN THE WORKPLACE.** Employees will not bring their children to the USGS office in lieu of providing child care, including the time before and/or after school each day. The District Office and related work sites are not an appropriate environment for children for numerous reasons such as safety issues.

## **ARTICLE 15**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1. POLICY.** The Parties recognize, support, and agree to adhere to the “Zero Tolerance of Discrimination” policy established by the Department of the Interior and the U.S. Geological Survey, the Equal Employment Opportunity (EEO) Act, the Civil Service Reform Act, other controlling laws, and regulations.

**SECTION 2. EEO COUNSELORS.** The name, location, and phone number of each USGS/DOI EEO Counselor will be posted at sites where Employees are located. Employees and their representative will be given a reasonable amount of official time to discuss allegation(s) of discrimination with a USGS/DOI EEO Counselor in accordance with the official time provisions of this Agreement.

**SECTION 3. EEO INFORMATION.** Employees may access EEO information, including the Discrimination Complaint Process, on the USGS Intranet, the EEO Commission web page, or any other Internet site where this type of information is available. Employees may also contact the USGS/DOI Office of Equal Opportunity for information.

**SECTION 4. UPWARD MOBILITY.** Either Party may raise upward mobility issues as an agenda item for the Partnership Council.

## **ARTICLE 16**

### **SEXUAL HARASSMENT**

**SECTION 1.** The Employer acknowledges that sexual harassment undermines the integrity of the Federal Government and will not be condoned. Merit System principles require that all Employees be allowed to work in an environment free from sexual harassment. Further, sexual harassment is a prohibited personnel practice when it results in discrimination for or against an Employee on the basis of conduct not related to performance, such as the taking or refusal to take a personnel action, including promotion of Employees who submit to sexual advances or refusal to promote Employees who resist or protest sexual overtures.

**SECTION 2.** Sexual Harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**SECTION 3.** An Employee may seek the services of several individuals and offices to report incidents of sexual harassment. The Employee may report the situation to any of the following: an EEO Counselor, the immediate supervisor, the District Administrative Officer, the District Chief, the Office of the Regional Hydrologist, or an Employee relations specialist in the Norcross Personnel Office.

**SECTION 4.** Upon such contact, the Employer will immediately conduct an inquiry into the matter. In determining whether the alleged conduct constitutes sexual harassment, the Employer will look at the record as a whole and the totality of the circumstances, such as the nature of the sexual advance(s) and the context in which the alleged incident(s) occurred. The Employer agrees to take prompt action to protect its Employees from such activity when it is determined there is merit to the allegations of sexual harassment.

**SECTION 5.** If the Employee chooses to file a formal complaint, the complaint will be processed in accordance with the provisions contained in 29 CFR 1614.104 through 29 CFR 1614.110, and the instructions for complaint processing contained in the Equal Employment Opportunity Commission's Management Directive 110.

SECTION 6. Individuals who in good faith report violations of DOI/USGS sexual harassment policy are assured of freedom from restraint, interference, coercion, discrimination or reprisal for reporting violations, and any Employee found to have violated this assurance shall be disciplined pursuant to Federal regulations.

SECTION 7. The Parties agree that due to the nature of complaints of sexual harassment, and the provisions of law which require discipline for individuals who violate sexual harassment policy, it is normally in the best interest of the complainant to settle complaints informally without the need for formal proceedings which may cause embarrassment or duress for the complainant. The Employer agrees to work quickly to provide reasonable accommodations to the complainant when the results of the investigation of the complaint so warrant. The parties agree that the confidentiality of information related to the complaint, the investigation, and any resulting resolution are paramount to the effective handling of these types of complaints.

Nothing in this paragraph shall be interpreted as limiting or prohibiting an Employee from exercising his/her right to file a formal complaint of sexual harassment through either the EEO procedures or under the negotiated grievance procedures contained in this agreement. However, if a grievance, filed under the negotiated procedures, results in arbitration, the scope of the arbitration will be limited to determining: (1) if a violation of sexual harassment policy has occurred; (2) by whom the policy was violated; and (3) the appropriate personal relief for the grievant. The Employer retains the right to determine the appropriate disciplinary action to be taken against whomever within the agency was determined to have violated the sexual harassment policy.

SECTION 8. The Employer agrees to provide access to the EEOC guidelines on sexual harassment to the Union upon request.



## ARTICLE 17

### POSITION DESCRIPTIONS AND CLASSIFICATION

#### 1. SECTION 1. POSITION DESCRIPTIONS.

- a. Each Employee will be provided a copy of a classified position description recording the major duties and responsibilities of his/her position. Each Employee is entitled to a complete and accurate position description.
- b. The phrase "other duties as assigned" shall not be used to regularly assign work to an Employee that is not reasonably related to his/her position description. Work assignments shall normally reflect the grade level, classification, and performance required of an Employee. Higher level duties and responsibilities, as documented in an established position description, may not be assigned to an Employee on a continuing basis if not assigned in accordance with merit principles.
- c. Any Employee who feels that he/she is performing duties outside the scope of his/her position description or that his/her position description is inaccurately described or classified may request, through the immediate supervisor, that the position description be reviewed. The Employer shall complete the review and revise the position description within forty (40) work days if deemed necessary. If the Employer determines the requested change(s) are unwarranted, the Employee may seek a review by the District Chief.
- d. The Parties recognize that, in accordance with 5 U.S.C.7121(c)(5), classification of position is not grievable unless the action results in a reduction in grade or pay to the Employee.
- e. An Employee will be notified whenever his/her position is to be audited. Such notification shall include the Employee's right to seek the advice of a Union representative prior to the audit. As part of the audit process, the Employee may make a written presentation to the classifier concerning the duties and responsibilities of his/her position.

2. SECTION 2. CLASSIFICATION. Employees are free to appeal the grade and/or classification of their positions at any time without fear of reprisal or prejudice. General Schedule Employees may appeal in accordance with provisions of Survey Manual 370.511.6. A General Schedule Employee may also appeal to OPM at any time. Wage Grade Employees may appeal under provisions of 5 CFR Part 552, Subpart G.

## **ARTICLE 18**

### **MERIT PROMOTION AND DETAILS**

#### **SECTION 1. PURPOSE AND POLICY.**

A. The purpose of this Article is to ensure that vacancies in the bargaining unit will be filled based on merit, without discrimination for any reason such as race, color, sex, religion, age, national origin, political preference, sexual preference, labor organization affiliation or nonaffiliation, marital status, or non-disqualifying handicap. The filling of positions will be made in accordance with the merit system principles found in 5 U.S.C. 3301.

B. It is agreed that the Employer will make every reasonable effort to utilize the skills and talents of Employees to the maximum extent possible to achieve mission goals.

C. It is the goal of the Employer to strive to achieve a culturally diverse workforce which demonstrates a commitment to DOI/USGS diversity goals by improving gender, ethnic, racial and disability composition of the organization's workforce.

#### **SECTION 2. AREA OF CONSIDERATION.**

A. The minimum area of consideration will be departmentwide while the Career Transition Assistance Program (CTAP) regulations are in effect and there are special selection priority eligibles in the local commuting area of the position being filled. In addition, regulations governing the Reemployment Priority List and the USGS Repromotion Consideration Placement Assistance programs will be coordinated with the advertisement of bargaining unit positions. Otherwise, the area of consideration will be initially limited to the Southeastern Region as defined by the USGS regional boundaries.

B. When there are no special selection priority eligibles under Placement Assistance Programs for the position being filled, first consideration will be given in filling vacant positions to Employees within the bargaining unit. This will not prevent outside applicants from applying, provided they specifically apply for the vacancy being filled and they are rated and ranked by the same merit promotion panel as local Employees.

C. An Employee who is absent for a legitimate reason (detail, leave, training, IPA, military service, etc.), will receive appropriate consideration for positions for which they indicate in writing prior to departure that they wish to receive consideration. The written request must contain a resume, Optional Application for Federal Employment (OF-612), or other written application format and must be left with the Employee's supervisor and the bureau personnel office prior to departure.

SECTION 3. ACTIONS COVERED BY COMPETITIVE PROCEDURES. Competitive procedures will apply to the following types of personnel actions involving bargaining unit positions:

- A. Promotions except for those listed in Section 4 of this Article;
- B. Temporary promotions for more than one hundred-twenty (120) days;
- C. Details over one hundred-twenty 120 days to higher grade positions or to positions with known promotion potential greater than the position last held;
- D. Selection for training which is given primarily to prepare Employees for advancement and/or is required for promotion such as Upward Mobility or other development programs;
- E. Reassignment or demotion to a position with greater promotion potential than a position last held on a permanent basis (This normally happens during a RIF which by definition is a competitive procedure.);
- F. Reinstatement to a permanent or temporary position at a higher grade or with higher promotion potential than any position previously held by the Employee on a permanent basis in the competitive service.
- G. Reinstatement to a position having promotion potential no greater than the potential of a position an Employee currently holds or previously held on a permanent basis in the competitive service.

SECTION 4. WHEN COMPETITIVE PROCEDURES DO NOT APPLY. Competitive procedures will not apply to the following types of personnel actions involving bargaining unit positions:

- A. Promotion resulting from upgrading a position, without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error;
- B. Position change permitted by reduction-in-force regulations;
- C. Career promotion without current competition when at an earlier stage an Employee was selected under competitive promotion procedures for an assignment intended to prepare the Employee for the position being filled such as upward mobility or other development programs and career ladders;
- D. Career ladder promotion following noncompetitive conversion of a Student Career Experience Program Employee or a Presidential Management Intern, or by filling a position

through use of a Special Employment Program Appointing Authority (e.g., appointment of the handicapped, appointment of a Veterans Readjustment Act Program eligible, etc.);

E. Change from a position having known promotion potential to one having no higher potential;

F. Temporary promotion or detail to a higher grade or a position with known promotion potential of one hundred-twenty (120) days or less;

G. Promotion to a grade previously held on a permanent basis from which an Employee was separated or demoted for other than performance or conduct reasons;

H. Priority consideration of a candidate not given proper consideration in a competitive promotion action;

I. Promotion as a result of a formal finding of discrimination under EEOC regulations, or promotions directed by judges, arbitrators, or other appropriate authorities;

J. Selection of a candidate from a Reemployment Priority List or the USGS Repromotion Consideration Program in accordance with appropriate regulations;

K. Promotion, reassignment, demotion, or transfer to a position having promotion potential no greater than the potential of a position an Employee currently holds or previously held on a permanent basis in the competitive service; and

L. Promotion resulting from an Employee's position being reclassified at a higher grade because of additional duties and responsibilities (accretion of duties).

**SECTION 5. VACANCY ANNOUNCEMENT.** All vacancies which are formally advertised under the USGS Merit Promotion Plan shall be appropriately publicized to ensure that all Employees have an equal opportunity to participate in the Merit Promotion Program.

A. Announcements for bargaining unit positions will be posted on any official bulletin boards in the District. The Employer will provide the Union with copies of announcements concurrent with the posting.

B. The quality ranking and selective placement factor, "Ability to communicate interpersonally and in writing" will be used in lieu of "Ability to communicate orally and in writing," and will not be used to discriminate against deaf and hearing-impaired candidates.

C. Vacancy announcements must fully identify the position to be filled as to title, series, grade, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it becomes permanent.

D. The quality ranking and selective placement factors for positions to be filled through merit promotion procedures shall be relevant to such positions.

#### SECTION 6. EVALUATION PANELS.

A. An evaluation panel comprised of three (3) subject matter experts will be used for positions with ten (10) or more qualified applicants. Each candidate will be evaluated using the quality ranking and selective placement factors identified by the Employer, with consideration given to awards received in the last five (5) years.

B. No member of the evaluation panel may transmit any information to any applicant or other unauthorized person.

#### SECTION 7. PRIORITY CONSIDERATION.

A. USGS Repromotion Consideration Program: Employees who are eligible for grade or pay retention are eligible for repromotion consideration if they have been affected by a reduction-in-force or their positions have been reduced in grade by reclassification. The grade or full performance level of the advertised position must be higher than that of the Employee's current position; and the full performance level of the advertised position must not be higher than the actual grade the Employee held immediately prior to effecting the action that made them eligible for this program. Employees must (1) apply to a specific merit promotion vacancy announcement in their local commuting area by submitting an application/resume by the closing date; and (2) must specifically request consideration under the USGS Repromotion Consideration Program on their application/resume.

##### Procedures for Repromotion Consideration

1. Employees become eligible for repromotion consideration under this program upon the effective date of their retained grade or pay.
2. Eligibility under this program ends two (2) years from the effective date of the action that placed them on grade or pay retention, or when grade or pay retention ceases, whichever occurs first.
3. A separate referral list of basically qualified repromotion consideration program candidates will be sent to the selecting official along with the merit promotion certificate. The selecting official may select or not select from either list, and will provide a written statement documenting the basis for selection or nonselection on the appropriate form.

B. For Employees Not Given Proper Consideration. An Employee who was not given proper consideration due to a procedural violation or error in a previous competitive placement action will be given priority consideration, for a period of one (1) year, for the next appropriate vacancy (same title, series, grade, full performance level, and duty station) before any recruitment action



is initiated. This means the Employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of priority consideration, the Employee is promoted or reassigned noncompetitively.

#### Procedures for Priority Consideration

1. Prior to issuance of a Merit Promotion announcement or request for a certificate of eligibles from the OPM, the Employer will provide the selecting official with a list of Employees eligible for priority consideration.
2. The selecting official will give bonafide consideration to those Employees on the priority consideration list.
3. The Employer will notify the Employee of nonselection under priority consideration. Nonselection under this section will not preclude an Employee from subsequent selection from the best qualified list for the same position.

#### SECTION 8. SELECTION PROCEDURES.

- A. All candidates on the best qualified list will be referred to the selecting official in alphabetical order.
- B. All candidates on the best qualified list will be interviewed. The Employer is responsible for conducting the interviews fairly and ensuring that interview questions are job related. The Employer will provide interpreting services for hearing impaired and deaf candidates. Every effort should be made to obtain the same information from each candidate.
- C. The selecting official has the right to select or not to select any candidate referred and will normally render a decision within twenty (20) work days after completion of all interviews. Selections will be made based on merit factors relating to the job to be filled. The Employer will notify the Union when a selection is made outside the bargaining unit for placement in a vacant bargaining unit position.
- D. In the case where no one is selected for an announced position, the Employer will document why no selection was made on the appropriate form, and indicate whether any further recruitment action is necessary.
- E. If additional vacancies occur for which a current certificate of eligibles exists (nte ninety (90) days after its issuance) additional selections may be made.



## SECTION 9. UNION REVIEW OF COMPETITIVE ACTIONS.

A. The Union will be permitted to conduct a review of the merit promotion file for a bargaining unit position in accordance with 5 U.S.C. 7114(b)(4) and the appropriate provisions of the Privacy Act.

B. The Union will provide the Norcross personnel office with the name of the Union representative who is responsible for conducting the review and reason for the review on a case-by-case basis. The representative designated to conduct the review will not have been an applicant for the promotion file being reviewed, nor eligible for similar positions.

SECTION 10. SUPERVISORY APPRAISAL. Employees may obtain supervisory appraisals related to the selection criteria (KASOCS) from current or past supervisors, and may obtain more than one supervisory appraisal. However, the submission of a supervisory appraisal is not mandatory but is strongly recommended.

SECTION 11. NONSELECTED EMPLOYEE RIGHTS. An Employee may request information concerning any Merit Promotion announcement for which he/she applied for consideration, or for which the Employee was entitled to priority consideration. That information may be obtained from the appropriate staffing specialist, and includes:

- A. Whether the Employee met the qualification requirements for the position;
- B. Whether the Employee was one of those in the group from which the selection was made;
- C. Numerical point scores assigned to individuals as a result of the application of the crediting plan;
- D. Who was selected; and
- E. The reason the Employee was not selected and in what areas, if any, the Employee should improve to increase chances of future promotion. This information should be requested from the selecting official.

SECTION 12. CAREER LADDER PROMOTIONS. Employees within a career ladder who have received a Results Achieved rating on their most recent performance appraisal will normally be promoted to the next grade in the ladder when (a) they have met time-in-grade requirements, (b) demonstrated the ability to assume responsibility and perform at the higher grade, and (c) work is available at the higher grade level on a continuous basis.

### SECTION 13. DETAILS/TEMPORARY PROMOTION.

A. Official Credit. Details of more than thirty (30) days shall be recorded in the Employee's Official Personnel Folder (OPF) and copies of the record forwarded to the Employee. Details of less than thirty (30) days will be documented by memorandum from the supervisor.

B. Temporary Promotion. Temporary promotions may be made when an Employee is temporarily placed in a higher grade position, or in a position having known promotion potential when the Employee otherwise meets the qualifications for the higher level position. The Employee shall be paid commensurate with the position temporarily promoted to. Temporary promotions of more than one hundred-twenty (120) days will be made based on competitive procedures.

C. If there is more than one qualified Employee who could perform the duties of a detail for 120 days or less, the Employer may solicit volunteers from all qualified candidates. The Employer is free to select from among volunteers without the benefit of competitive procedures.

D. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details shall be based solely on the requirements of the work and the qualifications of the selectee. The Employer agrees to consider the rotation of details to a higher level or in a different line of work among similarly qualified Employees on a fair and equitable basis.

## DEFINITIONS

OPM Qualification Standards: Standards pertaining to work experience, voluntary experience, education, and training which a candidate must meet to be a basically qualified candidate for a position.

Selective Placement Factors: Knowledges, abilities, skills, and/or other characteristics (KASOCs) that are essential/mandatory for satisfactory performance on the job and which are requirements in addition to the OPM basic qualification standard for a position. They are used to determine a candidate's eligibility for consideration. If a candidate does not meet a selective factor, he/she is ineligible for further consideration for the position.

Quality Ranking Factors: KASOCs which are expected to significantly enhance performance in a position that are identified as criteria for distinguishing the better candidates from among a group of minimally qualified applicants. These are desirable KASOCs and if a candidate does not possess a particular quality ranking factor, he/she is still eligible to be considered for the position.

Minimally Qualified Candidates: Those who meet the OPM qualification standard as well as the minimum level of all selective placement factors.

Best Qualified Candidates: Those basically qualified candidates who rank at the top when compared to other qualified candidates for a position by evaluation of the candidate's qualifications with selective placement and quality ranking factors.

Promotion Committee: A minimum of three individuals with subject matter expertise relative to the position being filled who evaluates qualified candidates on the basis of the KASOCs. End product of the committee is the merit promotion certificate.

Merit Promotion Certificate: A list prepared by the personnel office or chairman of the promotion committee which identifies, in alphabetical order, the best qualified candidates for a specific vacancy announced under merit promotion procedures.

Career Ladder: The grade range from the entry level through and including the full performance level for an occupation (promotions in the career ladder are made noncompetitively after competitive entry into the occupational career ladder).

Full Performance Level (FPL): The highest nonsupervisory level to which an Employee may be promoted through successive noncompetitive career promotions if the Employee is one of a group in which all Employees are given grade building experience, demonstrates ability to perform at the next higher level and if there is enough work at the FPL for all Employees in the group.

## **ARTICLE 19**

### **REDUCTION-IN-FORCE (RIF), TRANSFER OF FUNCTION, AND FURLOUGHS OF MORE THAN 30 DAYS**

The parties agree that RIF results in disruption to the productivity of the workplace, lowers overall employee morale, and should be used as a last resort. Before deciding to implement a RIF or a Furlough of more than thirty (30) days, the Employer agrees to investigate the feasibility of early-out retirement and buyout authority, attrition, freezing promotions and hiring, and other means of reducing expenditures.

The provisions of this article apply when the Employer makes a decision to conduct a RIF, based on reorganization, transfer of function, position abolishment which causes a RIF, or the introduction of a technological change which results in a loss of pay for any bargaining unit member.

SECTION 1. The employer agrees to notify the union of a possible RIF and to work in partnership with a view towards minimizing the impact on Employees.

SECTION 2. The Employer will consider the retention of career Employees as a high priority in decisions regarding potential and actual RIFs or Furloughs.

SECTION 3. The Employer will comply with all applicable laws, rules, regulations, and negotiated procedures when conducting a RIF or applying RIF procedures to other situations as required.

SECTION 4. The ground rules for conducting a RIF or applying RIF procedures are as follows:

A. **ADVANCE NOTICE.** The Employer will issue an Advance Notice of Reduction-In-Force to all Employees if the decision to conduct a RIF or a Furlough of more than thirty (30) days is made at least one-hundred-twenty (120) days prior to the effective date of any resulting personnel actions and enough information about the RIF is available to do so. The Advance Notice will provide employees with all of the relevant information available at the time of the notice and will inform employees of any known arrangements which are made or planned to assist them during the RIF process such as the availability of the Employee Assistance Program, additional resource referrals, etc. The Union will be provided a copy of the general notice prior to its issuance to Employees.

B. **LENGTH OF NOTICE PERIOD.** The minimum notice period for the Specific Notice to individual Employees will be sixty (60) days. The content of Specific Notices will conform to applicable law, rules, and regulations. Each Employee will be provided two copies of his/her specific RIF notice. The additional copy may be provided to the Employee's Union representative at the Employee's discretion.

C. RESPONSE TIME. The response period for an Employee who receives a Specific Notice of RIF action (excluding separation notices) to accept or decline the assignment offered will be ten (10) calendar days from the date the Employee receives Specific Notice.

Employees will be provided the name and telephone number of the person to contact who can provide them with the following information as applies:

1. The process used to determine the specific RIF outcome such as what other positions were considered for their assignment rights;
2. Why the specific position being offered became their assignment right;
3. The reason(s) they did not receive an offer and, are being separated, etc.; and
4. The specific information personal to that Employee which was used to determine the specific RIF result, etc.

D. USE OF FACILITIES AND OFFICIAL TIME. With supervisory approval, Employees may use a reasonable amount of official time (not to exceed a total of sixteen (16) hours), official equipment, supplies (except related to postage), and facilities to pursue employment opportunities inside or outside the USGS such as:

1. prepare resumes or applications for Federal employment.
2. attend seminars on retirement planning, career transition assistance, financial planning, etc.
3. attend job fairs, interviews, or register at the local unemployment office, etc.

E. TIEBREAKERS. When two or more Employees are tied in retention standing, and there must be an established non-subjective method for determining which Employee receives an assignment right, length of service in the USGS will be used to break the ties.

F. ASSIGNMENT RIGHTS FOR OTHER THAN PERMANENT EMPLOYEES.

1. Term Employees are limited to first round competition and, if released from their competitive level, will have no bump or retreat rights and will be separated no later than the RIF effective date.
2. The Employer, in consultation with the Union, will determine the continuing need for excepted service positions separate from the conduct of the RIF. Any positions determined to be expendable will be abolished and the Employees will have first round competition rights only, and will be separated no later than the RIF effective date.



3. Temporary Employees will be terminated no later than the RIF effective date.

4. Reemployed annuitants will be separated no later than the RIF effective date.

G. USE OF VACANCIES FOR ASSIGNMENT RIGHTS. Vacant positions will not be used to satisfy an Employee's assignment rights as part of the RIF. However, the Employer agrees to consider placement of Employees who would otherwise be separated as a result of the RIF in vacant positions.

1. The separated Employee must meet the qualifications for the vacant position to include any special skills, or selective factors which would normally be used when advertising the position through the Merit Promotion Program.
2. If two Employees are equally qualified, retention provisions of RIF regulations will apply.

H. CUT OFF DATE FOR PERFORMANCE APPRAISALS AND OTHER DISCRETIONARY ACTIONS. The Employer will establish a date that is no more than one hundred-eighty (180) days and no less than one hundred-twenty (120) days from the date of specific RIF notices, after which no performance appraisals or requests for other discretionary personnel actions, such as revision of position description, promotion, reassignment, etc. will be accepted. This cut off date will be applied across the board without exception which will ensure that all Employees are treated equally.

I. EMPLOYEE REVIEW OF RECORD. Once it has been announced that RIF procedures will be used, Employees will have two (2) weeks (fourteen (14) calendar days) period within which to review and update their personnel records such as their qualification statement (Former SF-171), records of training, awards, etc., by providing copies to the servicing personnel office of new or updated materials. Employees may have up to two (2) hours of official time for this purpose, but must obtain supervisory approval for the specific time(s) they will be away from their work site. The Employer will provide assistance to Employees adversely affected by a RIF or Furlough to the fullest extent allowable by law and within available resources to include retraining programs, job fairs, coordination with other Federal agencies to obtain maximum consideration for employment opportunities, arrange for classes on such topics as resume preparation, retirement planning and decisionmaking, financial planning, understanding their RIF rights, severance pay calculations, reemployment, and career transition programs.



## ARTICLE 20

### FURLOUGH OF 30 DAYS OR LESS OR DUE TO GOVERNMENT SHUTDOWN

The Parties recognize that it may be necessary to furlough Employees in accordance with appropriate authority. The Parties further recognize that furlough may be initiated by management due to the result of an emergency or government shutdown.

SECTION 1. GENERAL. Regardless of the length of the furlough or its cause the Parties agree to the following:

- A. Employees may submit the necessary forms to change or cancel existing allotments of pay at any time prior to or during the furlough. Processing of the requested changes will be effected to the extent allowable under the conditions of the furlough (e.g., payroll office personnel exemption from a government shut down.)
- B. Employees may request cancellation of their existing Combined Federal Campaign (CFC) contributions by completing the appropriate form and forwarding it to the payroll office for processing. Processing will be effected in the pay period in which received to the fullest extent possible. Employees may re-enroll under applicable regulations.
- C. If an Employee properly schedules "use or lose" annual leave before the start of the third biweekly pay period prior to the end of the leave year, but is unable to use some or all of the scheduled leave because of a furlough or shutdown, the leave will be restored to the Employee to the fullest extent allowed by law and regulation. Restoration of leave requests requires the approval of the appropriate management official.
- D. During periods of furloughs, affected Employees will continue to receive leave, health benefits, and retirement credit in accordance with applicable laws and regulations. The Employer will continue to provide the full Employer contributions to health benefits under the Federal Employees Health Benefits Programs for Employees affected by the furloughs as allowed by laws and regulations.
- E. Employees will be allowed to seek outside employment to the fullest extent allowable under the applicable laws, rules, and regulations. Employees should contact the bureau Ethics Office if they have questions concerning outside employment restrictions. Once the furlough is announced, Employees will be allowed to use government-owned computers and typewriters to prepare resumes and complete employment applications and associated forms on their own time. Management agrees to work with Employees on a case-by-case basis when the furlough is over to allow Employees who were temporarily employed outside the District to give a fair notice to their temporary Employer. Appropriate documentation showing the nature and length of outside employments as well as a copy of the bureau's approval must be submitted. Actions management may take include:

(1) allowing the Employee to be on approved annual leave, compensatory time off, credit time off, or leave without pay in order to work out all or part of the notice period, and

(2) provide written documentation to the temporary Employer as may be appropriate to explain the nature of the furlough and the need for the Employee to return to work due to circumstances beyond the Employee's control.

F. When the use of official time by a AFGE representative is based on a percentage of the individual's work schedule, the number of official hours available will not be reduced as a result of absent time due to furlough.

G. Performance evaluations will not be negatively affected because of time lost from work due to any furloughs or shutdowns which occurred during the evaluation period. If an Employee is under a performance improvement plan (PIP), the period of the PIP may be extended to account for the duration of the furlough.

H. Unless necessitated by RIF, reorganization or Congressional action, Employees will return from furlough to the same tour of duty, duty location, and work schedule.

I. The Employer will approve overtime, compensatory time, and credit hours as necessary and within budget constraints to reduce work back logs after a period of furlough or government shutdown.

J. When Congress passes legislation or the President signs an Executive Order allowing retroactive pay for furloughed Employees, management will pay Employees the fullest amount allowable in accordance with the legislation, executive order, and applicable governmentwide laws and regulations already in existence. Management will make every effort to expedite retroactive pay.

K. On call: The time to call Employees to active duty status is when failure to do so might lead to the loss of life or property, result in a threat to public health, or create or contribute to the creation of an extreme hardship for the general public. For the purpose of this Article the term "on call" means that Employees who are furloughed may be asked to return to work following a determination of an emergency in accordance with attachment 1. The term "re-call" means that all Employees are returned to a duty status because the furlough has ended. No Employee shall be required to report to remote stations alone under emergency conditions. In cases where flood measurements are required, Employees will be sent in groups of not fewer than three (3) Employees. Employees will have the minimum required equipment and supplies to safely conduct their work assignments.

SECTION 2. MANAGEMENT-INITIATED FURLOUGH OF LESS THAN 30 DAYS. The Employer agrees to work in partnership with the Union to address issues and concerns, and:

- A. Consider the feasibility of taking alternative actions such as an external hiring freeze, moratorium on promotions, cancellation or restriction of travel, training, overtime, work, etc. to avoid or limit the scope of a furlough.
- B. Notify Employees selected for management-initiated furlough of less than thirty (30) days in accordance with legal and regulatory requirements and to include the reason for their selections in the written notice.
- C. Ask for and use volunteers for management-initiated furloughs of less than thirty (30) days to the fullest extent possible prior to giving Employees notice of their specific furlough status.
- D. Follow the regulatory requirements and the provisions of this Agreement for selection and notification of Employees for management-initiated furloughs of more than thirty (30) days duration.
- E. Allow Employees access to budget and credit counseling. To the fullest extent possible the counseling will be scheduled during work hours and Employee attendance will not be charged to leave. Access will consist of announced briefings on related topics as well as referrals to the Employee Assistance Program (EAP). The vendor of such counseling will be required to maintain confidentiality. Employees will be afforded the opportunity to schedule their furlough days to the fullest extent possible. Scheduling will be based on the total number of hours required on furlough and is subject to supervisory approval. Supervisory approval will be based solely on office coverage and work requirements such as security, safety, and interface with other Employees. Every attempt will be made to accommodate the schedule chosen by the Employee.

SECTION 3. GOVERNMENT SHUTDOWN. In the event of a government shutdown, the Parties agree to the following:

- A. The Employer will use a telephone hotline for keeping the Employees up to date on the status of the furlough. If circumstances warrant, a separate hotline will provide a TTY message, which is the same as the voice message.
- B. When Employees are in a travel status and it is determined that they are not exempted from a government shutdown, return travel expenses will be paid by the USGS in accordance with the Federal Travel Regulations.
- C. The Employer will make decisions on the number of Employees exempted based on the actual amount of work required and allowed. To the fullest extent possible, management will not require exempted Employees to perform overtime work, but will reevaluate the need for additional Employees before requesting overtime work be performed.

SECTION 4. NOTICES. The Employer agrees to work in partnership to address issues and concerns if it is necessary to initiate a furlough.

- A. Employees will receive a thirty (30) day notice for a furlough of less than thirty (30) days.
- B. Employees will receive notice of a furlough of thirty (30) days or more in accordance with the procedures outlined in the RIF Article of the Agreement.
- C. The Employer will provide Employees with as much advance notice as possible in the event of a government shutdown or emergency which results in furlough.
- D. The Employer will provide Employees with as much information as is possible and is available to include:
  - 1. Impact to the Employee's pay and benefits;
  - 2. Unemployment compensation;
  - 3. EAP Counseling; and
  - 4. Point of contact for outside employment questions.

## ARTICLE 21

### TRAINING AND CAREER DEVELOPMENT

SECTION 1. POLICY. The Parties agree that the primary function of training is to assure the optimum use of human resources in accomplishing organizational objectives and mission requirements, and to provide career development opportunities to Employees. The Parties agree that the Employer should provide training necessary for the performance of Employee's assigned duties, and, where appropriate, for improvement of organization and individual performance, and to meet the Employee's career development and self enhancement needs. Whenever possible, the Employer will provide necessary and responsible accommodation for Employees with disabilities.

#### SECTION 2. TRAINING PROGRAMS.

- A. The Employer will remind Employees, as necessary, of the criteria for approval of training, and the nomination procedures.
- B. Training nominations and/or approval will be based on the potential use of the training in the Employee's current position, or career development plan (CDP), and the current and future needs of the District. Nominating and approving officials will apply such criteria equitably.
- C. The Employer agrees to provide Employees access to information on government-sponsored training courses so as to provide the Employee the opportunity to timely express their interest.
- D. Employees will be notified of the approval or disapproval of their nominations.
- E. Employees may initiate Individual Development Plans to be included in their Career Development Plan through their supervisor. The supervisor will assist the Employee in the preparation of the IDP and will review it with the Employee to assure conformance with organizational and individual career needs. The plan will be referred to the designated approving official and the Employee will be notified of the approval/disapproval or the need for modification, if any. Nomination for specific course offerings will be made in accordance with appropriate laws, regulations and the provisions of this agreement and are subject to fiscal constraints.

SECTION 3. PARTNERSHIP COUNCIL ROLE. The Parties agree to work in partnership to address issues and concerns regarding training and to explore:

- A. In-service or on-the job training to improve the Employees' capability to do their current job or to comply with statutory requirements;
- B. The feasibility of cross-training and rotational assignments;

C. The use of upward mobility; and

D. Issues dealing with training or retraining necessitated by technological changes, including computer hardware and software.

SECTION 4. LABOR-MANAGEMENT TRAINING. The Parties agree that Labor-Management Relations (LMR) training is of mutual benefit when it covers appropriate areas, such as contract administration, grievance handling, and information relating to Federal personnel/labor relations laws, regulations, and procedures, etc.

SECTION 5. EMPLOYEE TRAINING COUNSELING. The Employer and the Union recognize that each Employee should apply effort, time, and initiative in increasing his/her potential through self-development, training, and job performance. When requested by an Employee, the Employer will provide counseling concerning areas of development the Employee might consider.

SECTION 6. TRAINING EXPENSES. When local training is approved, the Employer shall pay costs of tuition and required text books and other expenses as appropriate, and shall pay travel costs in accordance with appropriate laws and regulations. Employees will be considered to be in a duty status while attending approved training courses during their basic work week and normal work schedule.



## ARTICLE 22

### PERFORMANCE APPRAISAL SYSTEM

SECTION 1. POLICY. It is the policy of the Employer that the performance appraisal process will be an integral part of the rating official/Employee relationship involving ongoing communication concerning performance and expected accomplishments.

#### SECTION 2. COMPONENTS OF EMPLOYEE PERFORMANCE PLAN.

A. Critical Result means a mission-based outcome or end product that is essential to the overall success of the position. It is a work assignment or responsibility that is critical to the accomplishment of organizational goals and objectives and critical to overall success in the Employee's position. Critical results may be individual results, or they may be the Employee's responsibility for team or organizational results. Critical results focus on the results or outcomes an Employee is expected to achieve, must be clearly achievable by the Employee during the rating period, and may be revised at any time to reflect changes in program, priorities, resources or other factors. The Rating Official shall provide the resources necessary to achieve the expected results.

B. Performance Indicators are the pre-determined quality, teamwork, and customer satisfaction measures by which the Employee's performance in each critical result will be assessed. It is a statement of the performance expectations or requirements necessary for achieving the critical results of the position. The purpose of performance indicators is to let the Employee and the rating official know those qualities that are important to successful performance in each critical result.

C. Together critical results and performance indicators make up the Employee performance plan. All performance plans shall be consistent with the duties and responsibilities of the Employee's current position description, except in unusual circumstances, such as when an Employee is assigned to unclassified duties for short periods of time or on details of less than ninety (90) days. Critical results shall be established for details of ninety (90) days or more at the beginning of the detail. The Employee shall receive an evaluation at the end of the detail.

#### SECTION 3. DEVELOPMENT OF PERFORMANCE PLAN.

A. Each Employee will participate with the rating official in the development of his or her performance plan. The Employer retains the right to designate the critical results and performance indicators after consideration of Employee views.

B. The performance plan is in effect on the date it was signed by the rating official. Each Employee shall be provided a copy of his or her performance plan on the effective date. Employees cannot be evaluated against the plan until the plan is in effect.

C. The rating period for the District is 1 October to 30 September. A performance plan must be prepared within sixty (60) days after the beginning of the rating period, or within sixty (60) days after the Employee has a significant change in critical result (for example, by reassignment to a position with different duties). The first performance plans for the two level system shall be established by May 31, 1999. The first performance cycle for the District will be June 1 through September 30, 1999.

SECTION 4. PROGRESS REVIEWS. A progress review is a discussion between the rating official and the Employee to review the Employee's progress toward achieving critical results, to make any necessary revisions in critical results, and to consider any developmental needs or performance improvement required. Communication between supervisors and Employees shall be ongoing. In no case shall a performance improvement plan be the first time an Employee becomes aware of performance deficiencies.

A. At least two progress reviews will be conducted during the rating period. There is no mandatory timing for the two progress reviews. Progress reviews should be spaced during the rating period so the rating official and Employee have a clear and ongoing understanding of the Employee's progress, any assistance needed, and/or any changes that should be made to the performance plan. The rating official will also conduct progress reviews with Employees at any time during the rating year if the Employee is not achieving critical results. Progress review information will be considered in determining the annual appraisal.

B. Documentation is not required if the Employee is achieving critical results, however, the rating official is encouraged to make notes about what the Employee has accomplished as a way of recognizing the Employee's efforts and recording information that can be used in preparing the Employee's summary rating at the end of the rating period.

C. At any time during the appraisal period that an Employee's performance falls to the "Results Not Achieved" level on any critical result, the rating official must notify the Employee. Documentation is required on the performance plan and the rating official must prepare a separate narrative which describes how the Employee is failing in the critical result(s) and how the Employee must improve in order to achieve the critical result(s). The rating official must give a copy of the narrative to the Employee, keep a copy, and provide assistance to the Employee in achieving critical results. The Employer has the right to place the Employee under a formal performance improvement plan (PIP) in accordance with Article 25 (Performance Based Actions) at this time.

#### SECTION 5. PERFORMANCE APPRAISALS.

A. The performance appraisal system and its application shall be fair, equitable, and related to the assigned work of Employees in accordance with 5 U.S.C. 4302 and 370 DM 430. The Parties recognize that the use of the performance appraisal process in lieu of appropriate disciplinary action is prohibited.

B. Appraisals shall be prepared annually. The appraisal shall be prepared and a copy provided to the Employee within sixty (60) days of the close of each Employee's appraisal period.

C. Employees must work under a performance plan for at least ninety (90) days in order to be rated. Employees will be evaluated only for work actually performed or work reasonably expected to be performed during the rating period. An Employee's performance appraisal will not be adversely affected by work not assigned or work which the Employee was prevented from performing as a result of management action, e.g., failure of the Employer to obtain necessary funds, equipment, or approvals. The Employee is responsible for making the rating official aware of any work-related factors outside the control of the Employee which impaired achievement of the critical result(s). The rating official shall normally indicate "Not Rated" for the appropriate critical result(s) for work not assigned or not completed through no fault of the Employee.

D. The rating official may solicit Employee input before drafting annual performance appraisals. Employees are encouraged to provide input as a means to ensure the rating official is fully aware of the accomplishments and contributions made by the Employee during the performance appraisal period.

E. Employees will receive their performance appraisal (signed by the rating official) at the official performance appraisal interview. At that time, the Employee shall be asked to sign that he or she has received the rating (the Employee is signifying only that he or she has received a copy, not that he or she agrees or disagrees with the rating). Employees may add comments and supporting documentation to their official performance ratings.

F. Employees who receive a Results Not Achieved summary rating will be given a formal performance improvement plan (PIP) and an opportunity period in which to demonstrate acceptable (Results Achieved) performance before the Employer can propose a performance based action.

## SECTION 6. RESOLUTION OF PERFORMANCE DISPUTES.

A. Informal. Employees who are notified of any performance deficiencies during the appraisal period will be afforded a reasonable amount of time to respond orally or in writing. Employees who are dissatisfied with their appraisal should bring their concerns to the attention of the rating official during the official performance appraisal interview. The rating official and Employee should make every attempt to resolve the concerns informally. If the Employee prefers to delay discussion of the concerns related to the appraisal in order to gather supportive documentation and/or prepare a written rebuttal, as described below, he/she should inform the rating official at the appraisal interview and schedule a time for further discussion.

1. The scheduled appointment or the submission of the written rebuttal should be within five (5) calendar days.

2. At the Employee's request, any rebuttal submitted may also be filed in the Employee's Employee Performance File (EPF) along with the appraisal.
3. Written rebuttals should contain specific examples of the Employee's performance related to each critical result and must be received by the rating official within five (5) calendar days.
4. The Rating Official will respond within five (5) calendar days of the meeting and/or receipt of a written rebuttal.

B. Formal. Employees may file a formal grievance within twenty (20) calendar days after receipt of the summary rating under the negotiated procedure contained in the Agreement, provided they have followed the informal procedures provided in this section.

**SECTION 7. EMPLOYEE INPUT TO SUPERVISOR APPRAISALS.** Employees may submit (up to one page) written comments, concerns, praises, compliments, etc. regarding their supervisors performance during the rating period. Submissions must contain the name of the supervisor, but are not required to contain the identity of the Employee. Submissions should address the quality/quantity of supervisory communication, clarity of advice and assignments given, quality and quantity of technical assistance provided to include resources, and any other areas of concern to the Employee. Employees should make their submissions to the District Chief. The Employer agrees to give due consideration to submissions received and to work to resolve issues presented to the fullest extent possible with the information provided.

## ARTICLE 23

### AWARDS AND RECOGNITION PROGRAM

SECTION 1. The Employer and the Union agree that substantial benefits will occur through energetic sponsorship and maintenance of an awards program. The Awards and Recognition Program is designed to encourage all Employees to share actively in improving government operations; enhancing productivity and creativity; and achieving personal job satisfaction through providing timely recognition to those whose job performance and adopted ideas benefit the government and are substantially above normal job requirements.

SECTION 2. The Program shall be administered fairly and equitably in accordance with appropriate laws, rules, regulations, and Agency guidance, and the provisions of this Agreement. The Employer will provide the Union with a copy of the current agency guidance. Guidance for nominating and processing awards is provided as appendix A of this Agreement.

SECTION 3. The Employer will provide an annual list of awards presented to Employees which will include organizational location, series, grade, and type of award.

SECTION 4. When an Employee performs exceptionally and receives an award, a congratulatory letter, or award certificate will accompany the award.

SECTION 5. The Awards and Recognition Program allows for the acknowledgment of contributions that lead to achievement of organizational, team, or individual results through the use of monetary awards, non-monetary recognition, and honor awards.

A. Monetary awards are cash awards (e.g., Special Thanks for Achieving Results (STAR), Quality Step Increases, Continuous Improvement Incentives) which may be granted to recognize an individual or team for achieving organizational results; providing quality customer service; displaying exemplary behavior, dedication, innovation, and/or team cooperation; fostering partnerships; promoting diversity; ensuring safety in the work place; or for sustained exceptional performance.

B. Non-Monetary Recognition and Informal Honors (e.g., Time-Off Recognition, Non-monetary Recognition of nominal and significant value, informal honors, and Length-of-Service Recognition) may be granted to Employees to recognize superior accomplishment of regularly assigned duties; exceptional achievement of project goals; noteworthy accomplishments over a sustained period; or specific contributions to the organization's mission.

C. Honor Awards (e.g., Distinguished Service, Meritorious Service, Unit Award for Excellence of Service, Superior Service, and Heroic Act Honors) are the most prestigious recognition that may be granted for career accomplishments, exceptional support of the department/bureau mission, or for heroism.



D. Continuous Improvement Incentives are cash awards used to recognize individuals and team members for cost savings, quality improvements, innovation, and creativity. These types of awards encourage Employees to suggest improvements or new ideas. Timely evaluation and prompt recognition are imperative. The Employer agrees to encourage Employees to participate in this program.

1. Productivity Improvement Awards are the replacement for the former Employee suggestion program. An Employee who has an idea should submit it in the form of a memorandum or letter to the District Administrative Officer. The submission will be forwarded to the appropriate evaluating official(s). When the appropriate evaluating official(s) have reviewed the suggested idea and has determined that it should be approved, an Award Certification, Form 9-3085 (May 1998) will be prepared. The "Scale for Determining Monetary Award Amounts" contained in the USGS Awards and Recognition Program Guidelines will be used to establish the dollar value of the award. These awards will be paid to Employees within two (2) pay periods after approval.
2. Invention/Patent Awards are granted in relation to the filing of patent applications and will be processed in accordance with the guidelines mentioned in paragraph (1).
3. The Interior Innovation Award is issued to individuals or teams for outstanding achievements in reducing costs, reinventing work processes, and improving service to customers. An award of \$1,000 is transferred to the individual's or team's operating budget to be used for project support such as training, books, software, etc. An award Certification Form 9-3085 (May 1998) will be prepared..

SECTION 7. As awards and recognition are given at management's discretion, Employees may not grieve the amount or timing of an award, nor the non receipt of an award or recognition.

SECTION 8. Either Party may include concerns about the Awards and Recognition Program as an agenda item for the Partnership Council.



## ARTICLE 24

### WITHIN GRADE INCREASES

SECTION 1. POLICY. A within-grade increase (WGI) will be granted to an Employee if his/her performance is at an acceptable level of competence (ALOC), he/she has completed the required waiting period, and has not received an equivalent increase during the waiting period. To be determined at an ALOC, the Employee's most recent rating of record, as documented on the Employee Performance Appraisal Form (Form DI 2002), must be at the "Results Achieved" level. 5 CFR 531.404(a) The rating of record used as the basis for an ALOC determination must have been assigned no earlier than the most recently completed appraisal period. (5 CFR 531.404(a)(2))

SECTION 2. DOCUMENTATION. Employees whose current performance appraisal is Results Achieved may be granted a WGI without further documentation. The Employee will receive a Standard Form 50, Notification of Personnel Action, documenting the granting of the WGI. The Employer will prepare a new rating of record (5 CFR 531.404(a)(1)) when a WGI decision is not consistent with the Employee's most recent rating of record and forward a copy to the Personnel Office with the ALOC determination.

SECTION 3. NEGATIVE DETERMINATION. Employees whose performance is at the "Results Not Achieved" level will not be granted a WGI. A denial of a WGI is neither discipline nor a performance-based action as defined by law and this Agreement. The Employer will notify the Employee in writing of the negative level of competence determination as soon as possible after completion of the waiting period for the WGI. The WGI will be denied until performance improves to the Results Achieved level. The contents of the negative determination notice will:

- A. Set forth the reasons for the negative determination;
- B. Describe what the Employee must do to improve his or her performance in order to be granted a within-grade increase;
- C. Inform the Employee of his or her right to request a reconsideration of the negative determination by the reconsideration official. (5 CFR 351.409(e)(2)(I)&(ii))
- D. Identify the Reconsideration Official.

### SECTION 4. RECONSIDERATION OF NEGATIVE DETERMINATION.

- A. The Employee may request reconsideration of a negative determination within fifteen (15) calendar days after receiving notice of a negative determination. The Employee must submit a

written request to the reconsideration official, identified in the negative determination notice, stating the reasons why the reconsideration official should reconsider the negative determination. (5 CFR 531.410(a)(1)) The request should also contain any supporting data that the Employee wishes to have considered.

B. An Employee is entitled to have a representative of his/her own choosing and orally present his/her request.

C. With prior supervisory approval, an Employee in a duty status may use up to four (4) hours of official time, to review the material relied on to support the negative determination and to prepare a request for reconsideration. (5 CFR 410(a)(3))

D. If the reconsideration is favorable to the Employee, the Employee's WGI will be granted retroactive to the original due date. The Personnel Office will take the necessary action to process the WGI and provide an SF-50, Notification of Personnel Action, granting the WGI to the Employee. (5 CFR 531.412(a))

E. When a negative determination is sustained after reconsideration, the Employee will be informed in writing within fifteen (15) calendar days after receipt of his/her request for reconsideration of the reasons for the decision and of his/her right to appeal the decision through the negotiated grievance procedure. (5 CFR 531.410(d)).

F. Employees must use the reconsideration process described in this Article prior to filing a grievance under the negotiated procedure. The time frames contained in the negotiated procedure begin on the date of the reconsideration determination letter.

#### SECTION 5. CONTINUING EVALUATION AFTER WITHHOLDING A WITHIN GRADE INCREASE.

A. When a within grade increase has been withheld, at any time thereafter, when the Employer determines that the Employee has demonstrated sustained performance at the ALOC, the WGI may be granted. The Employer must prepare a new rating of record for the Employee and certify in a memorandum to the Personnel Office that the Employee is performing at an ALOC and that the WGI should be granted. (5 CFR 531.411) The effective date of the WGI will be the first day of the first pay period after the acceptable determination has been made. (5 CFR 531.412) The Personnel Office will take the necessary action to produce a Standard Form 50, Notification of Personnel Action, granting the WGI.

B. The Employer must make a determination regarding the Employee's acceptable level of competence after no more than fifty two (52) weeks following the original eligibility date for the within grade increase and, for as long as the within grade increase continues to be denied, must make a determination after no longer than each fifty two (52) calendar weeks. (5 CFR 531.411)

1. If the redetermination is favorable, the Employer will take action as described in A. above.
2. If the redetermination is negative, the Employer will prepare a negative determination notice, using the same procedures as for the original notice determination. The Employee has the same right to reconsideration and right to grieve that he/she did when the original negative determination was made.

## **ARTICLE 25**

### **PERFORMANCE BASED ACTIONS**

**SECTION 1.** Pursuant to 5 U.S.C. 4303, an action based on unacceptable performance, for the purpose of this article, is the reduction in grade or removal of an Employee whose performance is at the unacceptable ("Results Not Achieved") level. Unacceptable performance means the performance of an Employee that fails to meet established performance indicators in one or more critical result(s) of his/her position (5 CFR 432.103(h)).

**SECTION 2.** Prior to issuing a notice of proposed action based upon unacceptable ("Results Not Achieved") performance, the Employer will provide the Employee an opportunity to demonstrate acceptable ("Results Achieved") performance in accordance with Article 22 of this Agreement. The Employer will provide a written notice to the Employee, in the form of a performance improvement plan (PIP). The PIP will:

- A. Cite the critical result(s) for which performance is unacceptable.
- B. Give specific instances of unacceptable performance related to the critical result(s).
- C. Cite the performance indicators and describe the performance requirements that must be met in order to demonstrate performance at the acceptable ("Results Achieved") level for each critical result in which the Employee's performance is unacceptable.
- D. Describe the appropriate assistance that will be provided by the Employer to help the Employee improve his/her performance to the acceptable level.
- E. State the period of time (specified in calendar days) the Employee will be given the opportunity to demonstrate acceptable ("Results Achieved") performance in his or her position. PIPs will be for a period of not less than one hundred-twenty (120) calendar days. At the supervisor's discretion, if performance improvement is achieved earlier, the PIP may be terminated and the Employee will be notified in writing.
- F. Inform the Employee that unless his or her performance in the critical result(s) improves to and is sustained at an acceptable level, the Employee may be reduced in grade or removed. (5 CFR 431.104/370 DM 430.3.6)

**NOTE:** Neither the Union nor the Employee may grieve the notice described above.

**SECTION 3.** During the opportunity period specified in the PIP, the supervisor will evaluate the Employee's performance.

A. If it is determined that the Employee's performance improved to the acceptable level ("Results Achieved"), the supervisor will notify the Employee in writing that:

1. his/her performance has improved to the acceptable level;
2. his/her performance must be sustained at the acceptable level in the critical element(s) for which he/she was given an opportunity to improve; and
3. he/she may be subject to a removal or reduction in grade under 5 CFR 432 if performance again becomes unacceptable in the same critical result without the benefit of an additional improvement period.

B. If it is determined that the Employee's performance during or following the PIP remains at the unacceptable ("Results Not Achieved") level in the critical result(s) in which the Employee was afforded an opportunity to demonstrate acceptable performance (5 CFR 432.105(a)), the supervisor will give the Employee a written thirty (30) day advance notice of proposed reduction in grade or removal.

1. The advance notice of proposed action will cite: (5 CFR 432.105(4)(i))
  - (a) The critical result(s) of the Employee's position involved in each instance of unacceptable performance.
  - (b) The specific instance(s) of unacceptable performance by the Employee on which the proposed action is based; and
  - (c) The Employee's right to representation by an attorney or other representative.
  - (d) The Employee's right to answer the notice orally and in writing within fifteen (15) calendar days of his or her receipt of the notice. Requests from an Employee or the Employee's representative for extensions of the time limits for replying to notices of proposed action will be considered on a case-by-case basis.
  - (e) The name and title of the designated deciding official to whom the response is to be made.
2. If an Employee makes an oral reply, the Employer will prepare a summary of the oral reply, and will provide a copy to the Employee and/or the Union representative upon request.
3. The advance notice period may be extended for a period not to exceed thirty (30) calendar days by the District Chief, or his/her designee.

C. If an Employee's performance within one (1) year following an opportunity to improve becomes unacceptable in the same critical result(s) for which the Employee was given the opportunity to improve, the Employer may propose reduction in grade or removal without giving the Employee an additional opportunity to demonstrate acceptable performance.

D. If an Employee performs at the acceptable level for one (1) year or more from the beginning of the notice of opportunity to improve, and the Employee's performance again becomes unacceptable, the Employer shall afford the Employee an additional opportunity to demonstrate acceptable performance before deciding whether to propose reduction in grade or removal.

E. If the Employee's performance improves during the performance improvement period and he/she is not reduced in grade or removed, any entry or other notation of the unacceptable performance will be removed from any record relating to the Employee after one (1) year of acceptable ("Results Achieved") performance (5 USC 4303(d)).

SECTION 4. The decision to reduce in grade, remove, or retain an Employee must be made within thirty (30) calendar days after the expiration of the notice period. Decisions to reduce in grade, remove, or retain must be based on matters specified in the notice of proposed action. The deciding official must:

A. Be at a higher level in the organization than the proposing official;

B. Render a written decision which:

1. considers any answer of the Employee and/or his or her representative in response to the agency's proposal;
2. is based only on those instances of unacceptable performance that occurred during the one (1) year period ending on the date of issuance of the advanced notice of proposed action;
3. states the effective date of the action and is issued to the Employee at or before the time the action will be effective;
4. specifies the instances of unacceptable performance by the Employee on which the action is based; and
5. informs the Employee of his or her appeal and/or grievance rights. (The filing of a grievance will not preclude or delay the action.)

SECTION 5. If the Employer's final decision is to effect an action based on unacceptable performance against an Employee, the Employee may appeal the decision to the Merit Systems



Protection Board (MSPB) in accordance with applicable law, or file a grievance under the negotiated procedures. Under no conditions may an Employee file both a grievance and appeal an action to MSPB based on unacceptable performance.

SECTION 6. If the Employee wishes the Employer to consider any medical condition which may contribute to a performance problem, the Employee may furnish medical documentation of the condition during the time period for reply. (5 CFR 432.105(a)(4)(i)(c)(iv)). At the time a decision is rendered, the Employer will provide the Employee with information about disability retirement, if the Employee has the requisite years of service. (5 CFR 752.404(c)(3)). An Employee's application for disability retirement shall not preclude or delay any other appropriate personnel action. Where an application for disability retirement of an Employee is approved, the Employee, at his/her option, may use any available sick leave if he/she is on the USGS rolls at the time of the approval.

## **ARTICLE 26**

### **DISCIPLINARY AND ADVERSE ACTIONS**

SECTION 1. POLICY. All disciplinary and adverse actions will be taken in accordance with law, rule, and regulation. Disciplinary action is defined as a suspension of fourteen (14) days or less, or a letter of reprimand. Adverse Action is defined as a removal, suspension for more than fourteen (14) days, or reduction in grade or pay.

SECTION 2. OBJECTIVE. The objective of discipline is to correct and improve behavior so as to promote efficiency in the work place. For discipline to be effective, it must be timely taken.

SECTION 3. EMPLOYEE STATEMENTS. Prior to taking a written or sworn statement from an Employee, the provisions of Article 3 of this Agreement shall apply.

SECTION 4. DOCUMENTATION. Copies of all materials relied upon to support the reasons for disciplinary or adverse action shall be provided to the Employee. Any material or evidence which has been declared non-discoverable or non-disclosable shall not be relied upon to support the action against the employee. This does not preclude sanitizing documents as necessary to comply with the Privacy Act. However, the Privacy Act will not be used to erroneously withhold information. If the Employee elects Union representation, copies of all correspondence addressed to the Employee regarding the action, shall also be furnished the Union.

SECTION 5. NOTICES AND RESPONSE. Employees shall receive at least fifteen (15) calendar days notice for all proposed disciplinary or adverse actions except a letter of reprimand. All notices will include an opportunity for the Union and/or the Employee to respond prior to the decision.

Employees and/or the Union may respond in writing to an issued letter of reprimand. The Employer agrees to consider issues raised as appropriate. If the reprimand stands, a copy of the response will be filed with the reprimand in the Official Personnel folder.

Employees are not precluded from filing a grievance as a result of filing a response to a letter of reprimand.

SECTION 6. REPRESENTATION. An employee may have a Union representative during the informal/proposed adverse action process as well as before the Merit Systems Protection Board, or the grievance procedure.

## **ARTICLE 27**

### **OFFICE MOVES**

SECTION 1. The Parties agree that the physical movement of an individual or organizational group of employees may be necessary due to a reorganization, or to promote the efficiency of operations and/or the efficient use of allocated office space.

SECTION 2. The Parties agree that:

- A. The provisions of this article will be followed when implementing office moves.
- B. Every attempt shall be made to relocate Employees into comparable or better working space and areas.
- C. Newly constructed private office space will be at least sixty-four (64) square feet and whenever possible will be eighty (80) square feet or space required in accordance with appropriate authority.
- D. Employees will have storage space equal to or better than what they currently have, e.g., numbers of flipper files, lateral files, bookcases, etc., as space allows. The Employer will work with Employees to accommodate their individual storage needs.
- E. To the extent possible, supervisors will have private offices so that Employees have the opportunity for private communication.
- F. All safety requirements will be met such as the proper number of exits from work spaces and that doors will not be improperly blocked.
- G. Where a unit is not moving, Management will attempt to allow individual Employees to remain in their present space.
- H. If possible, Employees shall keep the same telephone number and telephone service(s). Dedicated telephone lines for TDD's will be installed and working prior to moving Employees with hearing impairments. If a hearing-impaired Employee shares a telephone line with hearing Employees and that line becomes dedicated for a TDD only, another phone shall be installed for the hearing Employees, as appropriate.
- I. The Parties agree to implement space plans signed on January 29, 1999, and that all future matters regarding office moves shall be handled by the Partnership Council.

## **ARTICLE 28**

### **VOLUNTARY DUES WITHHOLDING**

SECTION 1. The Union shall obtain a supply of SF-1187's and provide them to Employees who are interested in joining the Union.

SECTION 2. The Union shall certify that the Employee has been accepted for membership and shall certify the amount to be withheld and provide the form to the Employer. The Employer shall forward the form to the Norcross Human Resources Office. This may be accomplished via telefax.

SECTION 3. The Employer shall insure that the employee is eligible for dues deduction and ensure processing of the withholding within two (2) pay periods of receipt of the SF-1187. The Employer shall also notify the Union when an Employee is or becomes ineligible for dues withholding and shall arrange for termination of dues deductions. The Union shall do the same for the Employer.

SECTION 4. If an Employee's eligibility is in dispute the Employer agrees to continue the withholding until the dispute is resolved through collaborative discussion or third party decision as appropriate. If the resolution is that the Employee is ineligible, the Union shall reimburse the Employee within two (2) pay periods of the decision.

SECTION 5. The Employer shall obtain a supply of SF-1188's and shall provide them to employees upon request. If filed by the Employee within thirty (30) days prior to his/her anniversary date (the date the SF-1187 was signed) the Employer shall forward a copy to the Norcross Human Resources Office and to the Union. The termination of dues withholding shall be processed within two (2) pay periods of receipt in Norcross.

SECTION 6. The Union shall keep the Employer informed of the officials authorized to certify the SF-1187, changes in the dues structure (one change allowed per twelve (12) month period), the information necessary to effect electronic fund transfer of the dues collected, and a current mailing address for the Union.

SECTION 7. The Employer agrees to transfer the collected dues electronically each pay period using the information provided by the Union and to send the Union a listing of the employees and amount withheld from each.

## **ARTICLE 29**

### **OFFICIAL TRAVEL**

#### **SECTION 1. TRAVEL RULES AND PROCEDURES.**

- A. All provisions of the Federal Travel Regulations (FTR) shall be applied to official travel fairly and equitably.
- B. The Privacy Act shall be applicable to this matter. Nothing in this agreement shall serve to diminish any Employee's constitutional and/or statutory rights.
- C. Employees shall only travel when authorized. Normally, authorization shall be given in advance, except in emergency situations such as in response to a water event. The Employer shall ensure that all eligible employees shall have, in their possession, the appropriate travel authorization and the required government-sponsored charge card prior to the commencement of travel. Annual authorization for travel shall be prepared for employees who perform field work.
- D. Employees are expected to timely provide the information needed for travel vouchers. Receipts are required for lodging, car rental and ATM fee reimbursement. While receipts for other expenses of less than \$75.00 are not required, Employees are encouraged to provide them. The Employer agrees to resolve disputes over claimed travel expenses in a timely manner. The Employer shall pay undisputed amounts and shall provide written explanation of any travel expenses that are denied.
- E. Lodging costs that exceed the authorized amount normally shall not be approved. Exceptions shall be approved on a case-by-case basis in accordance with regulations.
- F. Employees may submit a corrected voucher if they believe the Employer owes them any additional amount for travel before this agreement became effective.
- G. The Employer shall modify the Reservations Request Form, used by Employees, to include a warning not to purchase any insurance for rental cars because the government is self-insured, and a reminder to keep and submit ATM receipts.
- H. Eligibility for per diem at duty locations in excess of fifty (50) miles from the District office will be based on actual odometer miles from the District to the work site(s) using the most expeditious land route.
- I. Employees are authorized one (1) personal phone call per day at government expense while on official travel. The purpose of this call is to check in with family members, conduct time sensitive personal business, etc. Calls should be of reasonable duration.

J. The Employer agrees to provide training on relevant travel regulations to employees who travel, authorize travel, or process vouchers.

K. Employees may access the FTR (Federal Travel Regulations) or USGS Travel Guidance on the Internet as needed.

## SECTION 2. GOVERNMENT-SPONSORED CREDIT CARD.

A. Employees are required to use the government-sponsored charge card for all expenses related to the performance of official travel in accordance with law, rule and regulation. Employees traveling on official business shall normally not be expected to use their personal funds to finance official travel, except for employees who may have lost their charge card privileges and who have limited advance amounts. The Employer shall explore alternatives for covering lodging and other expenses for such employees, under applicable laws, rules and regulations, and shall inform the Union of such options.

B. Exceptions to Employee participation in the government-sponsored charge card program, including electronic fund transfer, shall be made in accordance with law, rule and regulation. The Employer shall issue a memorandum informing employees of the circumstances under which exceptions may be granted. Any related travel advance shall be authorized as permitted by law, rule and regulation.

C. Incorrect billing disputes over charges on the card shall be fully investigated. Employees and Management shall cooperate fully in all investigations. The Employer agrees to keep employees fully informed during the investigation and vice versa. The Employer agrees to provide the Employee(s) with a copy of any correspondence to or from the issuing bank.

D. The Employer shall provide written guidance regarding the charge card program rules and regulations from the issuing bank. The guidance issued by the bank shall be in English; however, the Employer shall conduct a meeting in Spanish to explain the new charge card program to Employees.

E. Employees shall not be required to provide private information that is not necessary to the issuance of the charge card. The issuing bank is required to protect employee information in accordance with law, rule and regulation, including the Privacy Act.

F. If used for disciplinary action or admonishment (warning letters or memorandum of counseling) against an Employee, the union may request and shall be given sanitized copies of any reports produced regarding the payment of charge card expenses by Employees.

G. The Union shall be informed of any evaluation of the charge card program conducted by the Employer. The Union may provide written comments, concerns, and recommendations regarding the program during the evaluation or at any time.



H. Upon written request, the agency shall provide every Employee, who is offered a charge card, with access to and/or a copy of applicable charge card provisions.

I. There shall be split disbursement for reimbursement of official travel expenses (split payment to the bank which issued the charge card and the electronic fund transfer to the Employee's financial institution).

J. Should the issuing bank attempt to collect a fee for late payment from the Employee, and the amount in arrears is not fault of the Employee, the Employer shall contact the designated agency coordinator of the charge card program for assistance in resolving the matter.

### SECTION 3. TRAVEL ADVANCES.

A. Employees shall be authorized to obtain allowable travel advances, make arrangements for lodging, and make other necessary business-related arrangements during their normal duty hours. Travel advances shall be calculated in accordance with applicable travel regulations. The amount of the advance shall not exceed the amount authorized for each incident of Travel.

B. Employees who desire a travel advance must utilize the ATM feature of the charge card as required by law, rule and regulation. ATM withdrawals may be obtained up to a week prior to the beginning of official travel and may not exceed the authorized advance amount. Employees shall be reimbursed for ATM fees, if any, when receipts are provided.

C. The Employer agrees to assist Employees who may be experiencing difficulty in obtaining the ATM advance. Employees shall receive an advance by alternative means wherever necessary and allowed by regulations.

D. Employees who cannot obtain the government-sponsored charge card shall receive a travel advance in accordance with law, rule and regulation.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

**SECTION 1. DURATION.** This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the agency head (U.S. Department of the Interior). If the agency head does not approve/disapprove the Agreement within thirty (30) days of submission, the Agreement shall take effect and be binding on the Parties.

**SECTION 2. AMENDMENTS.** Amendments and/or supplements to this Agreement, negotiated subsequent to the signing of this Agreement, shall be accorded the same status as this Agreement and shall expire concurrently with this Agreement. Subsequent Agreements shall become effective on the date indicated in the Agreement or, if not specified, on the date signed by the Parties.

**SECTION 3. REOPENING.** This Agreement is subject to reopening in accordance with the provisions of Article 4, Partnership and Negotiations, when amendments are required because of enactment or amendment of laws, governmentwide rules or regulations, or Executive Orders; and at other times upon mutual agreement of the Parties.

In the event that any provision of this Agreement shall be found or declared to be invalid by a court, or other authority, or by government regulation or decree, such decision(s) shall not invalidate the entire Agreement since it is the expressed intention of the Parties that all other provisions remain in full force and effect for the duration of the Agreement.

**SECTION 4. RENEWALS.** This Agreement shall automatically be extended for an additional one (1) year period on the third anniversary date of its approval, and for one (1) year periods thereafter, unless either Party gives written notice to the other, not more than one hundred five (105) days nor less than sixty (60) days prior to the anniversary date, of its intention to amend, renegotiate, or modify the Agreement. The notice must be accompanied by written proposals. The other Party shall have at least thirty (30) calendar days to provide counter proposals. Negotiations will normally begin within thirty (30) days after counter proposals are presented. If such notice is given, the Agreement shall remain in full force and effect until the changes have been negotiated and approved. If neither Party serves timely notice the Agreement shall be renewed for the additional one (1) year period(s).

## ARTICLE 31

### MISCELLANEOUS PROVISIONS

SECTION 1. DRUG AND ALCOHOL TESTING. Drug and alcohol testing programs will be administered according to law, rule, and regulation as prescribed by DOI or USGS procedures. Employees will have access to these procedures through the USGS intranet. Appendix B provides the general guidelines the Parties will normally follow.

SECTION 2. VISUAL IDENTITY CLOTHING. The Parties agree to establish, through partnership, guidelines for the purchase, use and replacement of visual identity clothing, using appendix C as a starting point, but are not bound by its contents. The resulting guidelines will comply with law, rule and regulation.

SECTION 3. UNFAIR LABOR PRACTICE CHARGES. The Parties agree to attempt informal resolution of issues which could lead to the filing of an unfair labor practice charge through partnership. The Parties agree to use appendix D as a guide, but are not bound by its provisions.

SECTION 4. INFORMATION REQUESTS. The Parties agree that the Union will be provided information related to their representational responsibilities on a regular and recurring basis as it becomes available to the Employer and as soon as possible when requested. The Parties further agree to identify and informally resolve additional needs for information through the Partnership Council. When Union requests cannot be resolved informally, the guidance and procedures provided by the FLRA and provided as appendix E will be followed.

SECTION 5. FITNESS FOR DUTY EXAMS. The Parties agree that should the Employer determine a need for fitness-for-duty examinations, the Parties will handle the issue in accordance with the provisions of Article 4, Partnership and Negotiations.

SECTION 6. RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS. The Parties recognize that the programs of the District are in a state of constant change and agree to work, through partnership, in dealing with new and proposed research projects regardless of the level of proposing authority, and any demonstration projects under the authority of the Office of Personnel Management which may impact employees.

SECTION 7. TEAM CONCEPT/PEER REVIEWS. The Parties recognize that some work projects are best accomplished using a team approach with a team leader rather than a traditional supervisor/employee relationship. The Parties agree to work through the Partnership Council when and if it becomes necessary to implement this concept in the District. In addition, the Parties agree that measures such as peer review of reports deemed necessary to their timely release and quality of content are in their collective best interest. The Parties agree to work through partnership to implement such a process.

SECTION 8. PARKING. The Employer agrees to continue to provide secure, adequate, and convenient parking so long as it is within its authority to do so.

## **APPENDIX A**

### **AWARDS AND RECOGNITION PROGRAM GUIDE FOR NOMINATING AND PROCESSING AWARDS**

#### **SECTION 1. PREFACE.**

This award and recognition guide is provided as a tool to assist in selecting the appropriate award or recognition for employee or group achievement and identifies the steps required in processing the nomination through the final presentation of the award or recognition.

Awards procedures will be subject to constant review and certain sections of this guide will be revised or deleted, and new awards may be added as established. You will be kept informed through electronic mail or any subject matter change. For your convenience, the guide is available on the Human Resources Home Page for quick reference at the following address:

<http://www.usgs.gov:8888/ops/hro/perf/awards/toc.html>

You are encouraged to make suggestions or comments on the content of this guide. If you have ideas for new nonmonetary recognition or honor awards, please contact the bureau incentive awards representative for your division. The representative will forward your recommendation for consideration.

We want this guide and the awards process to be constantly changing in order to meet the evolving needs of our organization for the appropriate recognition of employees.

#### **SECTION 2. INTRODUCTION.**

A. Purpose of the Awards and Recognition Program. There are two main purposes:

(1) To acknowledge contributions that lead to achievement of organizational, team, or individual results, and;

(2) To allow maximum flexibility in the design and application of a variety of traditional and non-traditional mechanisms to recognize individual and group achievement.

B. Objectives of the Program. The Program objectives are to encourage all employees and non-employee partners-in-mission\* to:

(1) share actively in improving Government operations;

- (2) enhance productivity and creativity; and,
- (3) optimize personal job satisfaction.

\*Public- and private-sector organizations and their employees, customers, volunteers, private citizens, etc., whose contributions directly or indirectly support the mission of the Department and the U.S. Geological Survey.

C. Characteristics of the Program. The Program characteristics are:

- (1) simple to use;
- (2) allows for approval at the lowest practical level;
- (3) reduces paperwork;
- (4) encourages timely recognition;
- (5) facilitates creativity in local program design, including peer and team recognition; and
- (6) recognizes and encourages improvement in individual, team, and organizational performance.

D. Achievement Recognition. Achievements should be recognized as close to the time of accomplishment as possible. Acknowledgment of progress toward achieving individual, team, or organizational results should be a continuous process and not linked to the rating cycle. Quality Step Increases, which are the only awards based solely on an employee's performance appraisal of record, should be awarded at the time of the annual performance appraisal.

E. Initiation of Awards. Quality Step Increases (QSI) are initiated by the employee's rating official. Any other award may be initiated by any employee of the Department of the Interior/U.S. Geological Survey but must have the employee's supervisor's approval or concurrence. Complete Form 9-3085, Award Certification (USGS) May 1998 (when required), and submit through appropriate division channels.

F. Management Support of the Program. Local managers must:

- (1) ensure that employees are aware of the Program;
- (2) publicize employee accomplishments, awards, and informal recognition;
- (3) ensure consistent and equitable opportunity for employee recognition;
- (4) administer the Program fairly;
- (5) comply with negotiated agreements with organized labor and labor-management partnerships;
- (6) ensure the appropriate use of funds; and
- (7) include funding for the Program in the annual budget (recommended guideline: one percent of total salaries).

G. Presentation of Awards. Awards should be presented in a way that supports the significance of the recognition. Award presentations may be occasions for the serving of light refreshments



of a reasonable charge such as punch, cake, doughnuts, or bagels by using appropriated funds. [65 Comptroller General decision (CG) 738 and CG B-223319, dated July 21, 1986]. Travel for Presidential, departmental, or a major bureau award ceremony may be paid for award recipients and an individual of the recipient's choosing [CG decision B-233607, dated October 26, 1989].

H. Program Authority. The authority for the Program is Title 5, United States Code, Chapters 43 and 45, and Executive Orders 11438 and 12828.

**SECTION 3. MONETARY AWARDS.** Monetary awards are cash awards that are granted to recognize an individual or team for exceptional accomplishment of an assignment or activity. This could include achieving organizational results, providing quality customer service; displaying exemplary behavior, dedication, innovation and/or team cooperation; completion of a special project, etc. Approving officials must ensure that employees are not recognized with a monetary award more than once for the same achievement. Partners-in-mission (volunteers or any other non-government persons) are not eligible for monetary awards. Monetary awards for Senior Executive Service members must be approved by the Department's Executive Resources Board.

Monetary awards are no longer based on an employee's base salary. Instead, the award should be commensurate with the value of the accomplishment. Individual awards with a gross value of \$5,000 or less are approved by the division based on the delegation of authority established by the division. Individual awards with a gross value between \$5,001-\$10,000 must be submitted to the Bureau Incentive Awards representative for review and forwarded through the Headquarters Office of Personnel to the Director for his signature, then sent to the Department for approval by the Assistant Secretary for Water and Science. The Director has authority to approve group awards up to \$10,000, if no single member of the group receives a gross award in excess of \$5,000. Any award over \$10,000 must be forwarded through the same channels but will be sent to the Office of Personnel Management for final approval.

A. **SPECIAL THANKS FOR ACHIEVING RESULTS (STAR) AWARD.** The STAR award is a cash award that can be given at any time during the year and is not tied to the performance rating cycle. There is no bureau limitation to the number of awards an employee may receive but your division may have restrictions. Also, the employee cannot be recognized more than once for the same accomplishment. The amount of the STAR award ranges from \$91 to \$10,000; any amount above \$5,000 must be reviewed by the Bureau Incentive Awards representative and forwarded through the Headquarters Office of Personnel and the Director to the Department of the Interior for approval. The award should be commensurate with the value of the individual or team accomplishment. A scale of suggested monetary award amounts to help you determine a dollar amount for the award is located on page 6-2 of this guide. STAR awards are paid through the Federal Personnel and Payroll System (FPPS) and appear on his/her leave and earnings statement.

(1) **Criteria.** A STAR award is used to recognize noteworthy accomplishments that are limited to a one-time occurrence or for exceptional accomplishments over a period of months but should not be used in relation to performance appraisals. STAR awards are used to recognize employees who "go the extra mile" or who perform "above and beyond the call of duty." Accomplishments may be either within or outside the scope of an employee's normal duties. Examples of situations which would be appropriate are those in which employees: produce exceptionally high quality work under tight deadlines; perform added or emergency assignments in addition to their regular duties; or exercise extraordinary initiative or creativity in addressing a critical need or difficult problem. A scale of suggested monetary award amounts is provided for your reference in determining the amount of the award.

(2) **Eligibility.** Only Federal employees are eligible for a STAR award. Volunteers are not eligible for any cash awards. Awards for SES employees must be approved by the Department's Executive Resources Board. Occasionally, an employee from another Federal agency is detailed to the USGS or provides a service that is worthy of recognition; a STAR award may be used, but coordination must be through the USGS servicing personnel office. One employee or a group of employees may be recognized for significant accomplishments or contributions to the mission of the USGS.

(3) **Recommendation and Approval.** Anyone can recommend the STAR award by contacting the employee's supervisor. A STAR award may be initiated by another division but it must have the concurrence of the awardee's supervisor of record. When this occurs, the initiating office must forward the award to awardee's supervisor for processing. Each division has established its own delegations of authority to approve awards which is provided in the Delegations of Authority Section of this guide. You must adhere to the guidelines your division has provided.

Occasionally, another bureau within the Department of the Interior, or another agency, may want to recognize a USGS employee through a monetary award. The outside bureau or agency will prepare the award documentation and forward it to the recipient's supervisor of record for processing. The supervisor should contact his/her servicing personnel office for guidance on how to process the award. The payment of the award is made through the USGS's payroll system and arrangements should be made with the receiving office to charge the cost of the award back to the originating office. The same procedure should be followed if the Survey wants to recognize an employee of another bureau or agency except in reverse.

(4) **Time Limitation.** Award must be submitted for approval within 6 months following the contribution(s).

(5) **Effective Date.** The award is effective the date the personnel action is entered into the Federal Personnel Payroll System (FPPS).

(6) **Processing a STAR Award.** Complete the Award Certification, Form 9-3085 (May 1998), by following the instructions provided in the Processing Award Nominations Section.

**B. QUALITY STEP INCREASE.** The Quality Step Increase (QSI) is a pay increase that provides faster than normal progression through the within-grade steps. To be eligible for a QSI, the employee must achieve all critical results in the Employee Performance Plan and display exceptional performance that is expected to continue. A QSI is the only award linked to the employee's rating of record. Only one QSI may be granted in a 52-week period. The employee's immediate supervisor or rating official initiates the QSI.

(1) Eligibility. Any employee in the general schedule (GS/GM) or foreign compensation (FC) is eligible for a QSI if he/she has a current performance appraisal that describes exceptional performance, is expected to continue, and has not received a QSI within the last 52-week period. Supervisors should be aware that a QSI for an employee who is in a step 3 or step 6 of his/her grade and is within 6 months of his/her next within-grade step increase will be put into a longer waiting period for that increase. If this is the situation, you may want to consider a cash award instead. You should contact your servicing personnel office for guidance.

(2) Time Limitation. There is no specific time limit for the submission of a QSI; however, it is strongly recommended that a QSI be approved within 60 days after the performance appraisal is completed.

(3) Effective Date. The QSI is effective the beginning of the pay period after the personnel action is initiated in FPPS.

(4) Processing a Quality Step Increase. The Award Certification, Form 9-3085 (May 1998), is used to document the QSI. A copy of the Performance Rating Documentation must be attached along with a description of how the employee exceeded expected performance. Refer to the instructions in the Processing Award Nominations Section for a detailed explanation for completion of the form and initiation of the personnel action.

**C. CONTINUOUS IMPROVEMENT INCENTIVES.** Continuous improvement incentives are cash awards used to recognize individuals and team members for cost savings, quality improvements, innovation and creativity. These types of awards encourage employees to suggest improvements or new ideas. Timely evaluation and prompt recognition is recommended.

(1) Productivity Improvement Award. This type of award was formerly known as the Suggestion Award. An employee who has an idea submits it in the form of a memo or letter to his/her division administrative office. That office, in turn, will forward the memo to the appropriate evaluating official. Some divisions may have other processes in place for submitting productivity improvement recommendations. If unsure of these procedures, the employee should contact his/her Bureau Incentive Awards (BIA) representative for guidance. Refer to the BIA representative section on page 10-1. Any current Federal employee is eligible to participate. Processing the Approved Idea. When the division has reviewed the suggested idea and has determined that it should be approved, the division will prepare the Award Certification, Form 9-3085 (May 1998). Use the "Scale for Determining Monetary Award Amounts" on page 6-2 to

establish the dollar value. Follow the instructions provided in the Processing Award Nominations Section.

(2) Invention/Patent Award. An automatic \$500 gross compensation is awarded upon the actual filing of a patent application at the Patent Office by the Office of the Solicitor. An additional \$800 gross will be awarded if the patent is granted. In addition, further recognition based on the benefit of the contribution may be granted through the use of an additional cash award. The awardee's office is responsible for payment of the award amount. Upon receipt of the notice from the Office of the Solicitor through the Office of Program Support, Office of Management Services, the Award Certification, Form 9-3085 (May 1998), should be completed to record and initiate payment of the award. Follow the instructions provided in the Processing Award Nominations Section.

(3) Interior Innovation Award. This award is issued to individuals or teams for outstanding achievements in reducing costs, reinventing work processes, and improving service to customers. An award of \$1,000 is transferred to the individual or team's operating budget to be used for project support, i.e., training, books, software, etc. The Award Certification, Form 9-3085 (May 1998), would be completed to recognize the cash award.

#### SECTION 4. NON-MONETARY RECOGNITION AND INFORMAL HONORS.

##### A. LENGTH-OF-SERVICE RECOGNITION

Non-monetary recognition and informal honors may be awarded as appropriate for :

- (1) superior accomplishment of recurring assigned duties;
- (2) exceptional achievement in project goals;
- (3) noteworthy accomplishments over a sustained period of time; or
- (4) similar specific contributions to the organization's mission.

B. TIME-OFF RECOGNITION. Time-Off recognition is an excused absence awarded to an employee without charge to leave. The minimum time-off recognition is 1 hour. There is no bureau maximum for time-off recognition; however, some divisions may have restrictions on the number of hours granted during a calendar year. You must check the delegations of authority for your division to determine any limitations. A recommended scale for determining the number of hours to award for time-off recognition is provided on the next page.

(1) Criteria. Time-off recognition is used to reward accomplishments that contribute to quality, efficiency, or economy of government operations. This recognition can be used for one-time, nonrecurring contributions, or may also be used to recognize accomplishments when award funds are limited. Time-off recognition is appropriate when an employee has made a high quality contribution involving a difficult or important project or assignment; displayed special initiative and skill in completing an assignment or project before the deadline; used initiative and



creativity in making improvements in a product, activity, program, or service; and/or ensured that the mission of the employee's organization is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload.

(2) Eligibility. All USGS employees are eligible for time-off recognition except SES members and employees on an intermittent work schedule.

(3) Recommendation and Approval. Anyone can recommend the award by contacting the employee's supervisor. Time-off recognition may be initiated by another division but must have the concurrence of the awardee's supervisor of record. When this occurs, the initiating office must forward the award to the recipient's supervisor for processing. The account number of the division recommending the time-off recognition must be given to the awardee's timekeeper for appropriate accounting. Each division has established its own delegations of authority to approve awards. A list of these delegations is provided in the Delegations of Authority Section of this guide. You must adhere to the guidelines your division has provided.

(4) Time Limitation. It is recommended that approved time-off recognition be used within 1 year of the approval date of the award; however, there is no time limitation for its use.

(5) Effective Date. The time-off recognition is effective the date the personnel action is initiated in FPPS.

(6) Processing Time-Off Awards. Complete the Award Certification, Form 9-3085 (May 1998), to document the time-off award and follow the instructions provided in the Processing Award Nominations Section of this guide.

Note: Time-off recognition may be granted in combination with cash awards or honor awards when a supervisor wishes to grant additional recognition beyond that afforded by the cash or honor award.

(7) Recommended Scale of Hours for Time-off Recognition.

Number of Hours	Value to the Organization
1 to 10	Moderate:

A contribution to a product, activity, program or service to the public which is of sufficient value to merit formal recognition; or a beneficial change or modification of operating principles of procedures.

11 to 20	Substantial:
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An important contribution to the value of a product, activity, program, or service to the public or significant change; or modification of operating principles or procedures.

21 to 30

High:

A highly significant contribution to the value of a product, activity, program, or service to the public or a complete revision; or operating principles or procedures with considerable impact.

31 or more

Exceptional:

A superior contribution to the quality of a critical initiation of a new principle; or a major procedure with significant impact.

C. NON-MONETARY RECOGNITION AND INFORMAL HONORS. Non-monetary recognition and informal honors are granted to employees to recognize contributions to the department, bureau, office, team, etc. This would include superior accomplishment of regularly assigned duties; exceptional achievement of project goals; specific contributions to the USGS's mission, etc. There are two types of non-monetary recognition: nominal value and significant value. Both of these and informal honors are described below. Approving officials should exercise care when selecting an appropriate item for non-monetary recognition to avoid the perception of the misuse of government funds. The question should be: "Would public disclosure cause embarrassment to the Department?" If there is doubt, a STAR Award would be a more appropriate form of recognition.

(1) Non-Monetary Recognition of Nominal Value. Nominal value means recognition up to \$25 cash value. This includes such items as coffee cups, key rings, pens, paperweights, T-shirts, or other appropriate items.

(a) Eligibility. All Federal employees including SES employees, and partners-in-mission (volunteers or contractors) are eligible to receive non-monetary recognition of nominal value. This is the only type of recognition a non-Federal employee can receive other than an informal honor.

(b) Processing. An Award Certification, Form 9-3085 (May 1998), is not required for this type of non-monetary recognition.

(2) Non-Monetary Recognition of Significant Value. There is a temporary moratorium on the use of this type of recognition.

(3) Purchase Procedures. Items for both non-monetary recognition of nominal or significant value should be purchased through normal procurement channels, including the use of a government bankcard. When using a bank card, be sure to indicate item was purchased for



non-monetary recognition. You may purchase one item or several items for future presentation. Where appropriate, the item(s) should include the bureau name or logo, or must show some connection to the USGS, project, or mission of the program. Purchase procedures for Non-Monetary Awards (from the OPS Acquisition Web Pages).

(4) Informal Honors. Employees or partners-in-mission can be recognized by letters of commendation, certificates, thank-you notes, etc. No Award Certification, Form 9-3085 (May 1998) is required for this type of recognition.

(5) Length-of-Service Recognition. The Department of the Interior, U.S. Geological Survey, presents certificates and pins to employees for certain number of years of service to the Federal Government. This recognition is granted in 10-year increments and should be presented to the employee shortly after the service anniversary date.

(a) Eligibility. The divisions will determine the eligibility for length-of-service awards by querying the "public library" in FPPS on a quarterly basis to obtain a listing of employees in their division who have attained 10, 20, 30, 40, or 50 years of service. The division will decide who will be responsible for retrieving the data and how to disseminate the report. The Service Computation Date shown for an employee on an intermittent work schedule will not accurately reflect the actual number of years of service. You should contact your servicing personnel office for assistance in determining the correct years of service for those employees.

(b) Certificates & Pins. The certificates and service pins are maintained by the Office of Personnel in Reston, Virginia, and are ordered once a year through the Department of the Interior. Upon request, that Office will forward a supply of certificates and service pins to the division or regional personnel offices.

(c) Preparation of Certificates & Signatures. The division is responsible for the preparation of the length-of-service certificate and additional documentation if required. The guidance that follows is broken down by the years of service.

#### (1) 10 and 20 Years of Service

The division will establish internal guidance for signatory authority for the 10- and 20- year certificates and whether additional documentation such as a congratulatory letter is required. How the certificate and pin are presented are at the discretion of the division.

#### (2) 30, 40, and 50 Years of Service

The division types the certificate for the appropriate career milestone and prepares a congratulatory letter for signature by the Director. A division may elect not to prepare a letter but it is preferred that a congratulatory letter recognizing the employee's career or significant accomplishments for 30 and 50 years of service be prepared. As part of the presentation of the

length-of-service recognition for 50 years of service, the division can ask the Office of Personnel to forward a request through the Department of the Interior to the White House for a congratulatory letter from the President.

The certificate must have the employee's name as shown on personnel records, the anniversary date, and title of the person responsible for signing the certificate; for 30, 40, and 50 years, it is always the Director. Letters and certificates for signature by the Director must be forwarded to the division's Bureau Incentive Awards representative for review. The division representative will hand carry the certificate and letter to the Office of the Director.

(d) Presentation. Divisions will designate the official who will present the 10 and 20 year length-of-service certificates and pins. They should be presented in such a manner that is timely and enhances the value of the recognition. Service certificates for 30, 40, or 50 years are presented at an appropriate occasion such as an awards ceremony held in Reston or USGS regional office with the letters and pins presented by the division official prior to the ceremony.

## **APPENDIX B**

### **DRUG AND ALCOHOL TESTING GUIDELINES**

**SECTION 1. POLICY.** The Employer, as part of its responsibility to provide a drug-free workplace will administer the Health and Human Services (HHS) Drug and Department of Transportation (DOT) Drug and Alcohol Testing programs in accordance with applicable laws and regulations. These programs require Employees in testing designated positions to submit to the following types of testing:

- A. Applicant testing;
- B. Random testing of Employees in positions identified as testing designated positions;
- C. Reasonable suspicion testing; and
- D. Accident or unsafe practice testing.

**SECTION 2. DISCIPLINE.** Discipline will be taken in accordance with appropriate laws and regulations.

A. The Employer has the right to discipline any Employee found to use illegal drugs or alcohol on the basis of any appropriate evidence including, but not limited to:

- 1. Direct observation;
- 2. Evidence obtained from an arrest or criminal conviction;
- 3. A verified positive test result; or
- 4. An Employee's voluntary admission.

B. An Employee may avoid disciplinary action if he or she voluntarily admits to illegal drug or alcohol use and obtains counseling or rehabilitation and thereafter refrains from using illegal drugs. Employee admission of illegal drug or alcohol use may not be provided in response to notification of a confirmed positive test result, nor as a means to avoid discipline as a result of any such test result.

C. In either case, the Employer will fulfill its obligation to refer any Employee found to be using illegal drugs to the Employee Assistance Program for assessment, counseling, and referral for treatment or rehabilitation as appropriate.

SECTION 3. Normally, a Employee selected for random testing will be notified a minimum of two (2) hours before the test.

SECTION 4. Employees selected for random testing or required to submit to applicant testing will be on duty time. When being tested, duty time also covers reasonable travel time to and from the collection site.

SECTION 5. Employees who are required to report to an off-site testing facility and must use personal or private transportation will be reimbursed for these expenses under the appropriate rules and regulations.

SECTION 6. Employees shall not normally be detained beyond their core time in order to complete drug testing procedures. Lunch periods and break periods missed will be shifted to another time upon return to work. If the Employee is required to remain beyond his/her eight (8) hours of work, he/she will be given overtime or compensatory time in accordance with appropriate regulations.

SECTION 7. Employees selected for drug testing may request and will usually be granted sick, annual, or leave without pay to arrange for private testing within twenty-four (24) hours after the original test.

SECTION 8. The Employee, upon written request, shall have access to and may make copies of any records relating to his/her drug test.

SECTION 9. Employees shall not be required to disclose the legitimate use of a specific drug at the outset of the drug testing process. Employees will have an opportunity to provide medical documentation supporting legitimate usage upon a confirmed positive test result. Evidence to justify a positive result may include but is not limited to a valid prescription or a certification from the individual's physician verifying a valid prescription.

SECTION 10. The Union President or his/her designee will be invited to any drug testing program briefings or training sessions for Employees.

SECTION 11. Drug testing will not be used to retaliate against any Employee or Union official. Under no circumstances shall a urinalysis test be used as a punitive measure.

SECTION 12. Drug testing may be deferred for a specific Employee if the Employee is in a leave status or on official travel status away from the test site. The test will be rescheduled as soon as possible upon the Employee's return from leave or official travel.

SECTION 13. If an Employee's position would correctly be designated under both the HHS and DOT programs, the Employee will be removed from the random testing pool under the HHS program and only subjected to random testing under the DOT program.

## **APPENDIX C**

### **VISUAL IDENTITY CLOTHING GUIDELINES**

**SECTION 1.** The Parties agree that the presentation of a professional image to the public we serve is an important goal. In addition, the Parties agree that the wearing of identification clothing for better recognition of USGS Employees may improve the safety of Employees. Employees will be issued and will wear visual identity clothing as follows:

A. Field Technicians and construction crew members will be issued five (5) gray T-shirts to be worn each day while performing normal field operations; three (3) orange T-shirts to be worn while performing emergency related field work; one (1) polo shirt to be worn as needed on special occasions such as visits by dignitaries, meetings with cooperators, etc.; two (2) baseball caps to be worn if desired while working in the field; and one (1) jacket to be used in inclement weather as needed.

B. Office Technicians and Hydrologists will be issued two (2) gray T-shirts to be worn when they perform field work; two (2) polo shirts to be worn as needed on special occasions as above; two (2) orange T-shirts to be worn when they perform emergency related field work; one (1) baseball cap; and one (1) jacket to worn as desired.

C. Administrative and support personnel will be issued two (2) polo shirts to be worn as desired or needed for special occasions as described in paragraph A.

**SECTION 2.** Use of the clothing is restricted to Employees. In no case should the clothing be issued to contractors or volunteers.

**SECTION 3.** Identification clothing expenditures may not exceed \$400.00 for any one Employee during any calendar year.

**SECTION 4.** The government retains title to the identification clothing after issue to Employees. Responsibility for care and use are assigned to the Employee upon issue with the expectation that the Employee will exercise reasonable care in its use.

**SECTION 5.** The clothing items listed above will not be replaced unless and until they are damaged or worn out. There is not a requirement to replace the clothing on a periodic basis. In order to receive replacement, Employees must bring in the old clothing piece(s) for inspection by their supervisors who will determine the need for a replacement.

## APPENDIX D

### GUIDELINES FOR ALTERNATIVE DISPUTE RESOLUTION PROCEDURES FOR UNFAIR LABOR PRACTICE CHARGES

SECTION 1. The Parties agree that an unfair labor practice (ULP) will have the meaning given by the Federal Service Labor/Management Relations Statute (the Statute), and may be filed by either the Employer or the Union in accordance with the provisions of the Statute and this Agreement.

SECTION 2. The Parties agree that the resolution of differences in the most expeditious manner is in the best interest of all concerned, and that alternatives to expensive litigation are in the best interest of the government and the public trust. Therefore,

A. Prior to filing a ULP with the Authority, whichever Party is filing will serve the ULP on the other Party. The Parties agree to meet within fifteen (15) work days of receipt of the ULP from the charging Party to discuss the issue(s) involved and make a good faith attempt at informal resolution. The attempt at informal resolution will not involve demands and concessions, but rather will be focused on the open exchange of the views, supporting facts and information, concerns and the interests of the Parties. The 15-day time frame may be extended or waived at by mutual agreement of the Parties.

B. If resolution is not reached by the end of the 15-day period or any agreed-to extensions, the charging Party may drop the charge or file it with the FLRA. Should the charging Party decide to drop the charge, written notification will be provided to the other Party within 15 days following the expiration of the 15-day period or any agreed-to extensions.

C. Either Party may request the services of a mediator to facilitate informal resolution attempts. The charging Party will accommodate the request for mediation from the other Party, and will not proceed with further action on the ULP until mediation has taken place. The 15-day time period will be suspended pending the availability of a mediator. Should the charging Party request mediation services, the other Party should accommodate the request. However, if the other Party refuses to participate, the charging Party is free to take any actions allowable by the statute or the provisions of this Agreement.

SECTION 3. The Parties further agree that once a ULP has been filed with the Authority, and a complaint has been issued, they will participate in good faith in any alternative dispute resolution procedures recommended by the Authority prior to a formal hearing.

SECTION 4. Nothing in the article is intended to compromise or restrict the statutory rights of the Parties.



## **APPENDIX E INFORMATION REQUESTS**

**SECTION 1. STATUTORY REQUIREMENTS.** The Employer recognizes that the obligation to bargain in good faith includes the obligation to furnish to authorized representatives of the Union, upon request and, to the extent not prohibited by law, data which:

A. is normally maintained by the Employer in the regular course of business; is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

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

**SECTION 2. PROCEDURES.** The Parties agree that the following procedures will be used for requesting information, responding to such requests, and informally resolving disputes regarding information requests.

A. **UNION REQUESTS FOR INFORMATION.** The Union agrees to provide requests for information using the "Union Request for Information Under Section 7114(b)(4) of the Statute" form. The Employer agrees to accept the request if:

- (1) All items on the form are completed. (The form may be reproduced electronically and may contain only the "headers" such as "Union contact", "particularized need", etc. to indicate the item being answered.)
- (2) All other procedures in this appendix are followed, as apply.
- (3) The Union agrees to use these procedures only to obtain information to which it does not otherwise have access. Information available on the Internet, Intranet, or under other provisions of this Agreement will, therefore, not be requested.

B. **EMPLOYER RESPONSE TO INFORMATION REQUESTS.** The Employer will review the information request form for completeness and will:

- (1) Accept the request and respond with the "Employer Response to a Union Request for Information Under Section 7114(b)(4) of the Statute" form.
  - (a) All applicable items on the forms will be completed for all information which is not being released.

- (b) All information being released will normally be provided in the official response, however, in those instances when some items are determined to be releasable and immediately available, those items will be provided prior to the completion of the official response.
  - (c) The Employer will release any information determined to be releasable under the Freedom of Information Act regulations, as soon as it is available.
  - (d) The Employer will normally respond to the Union's requests for information within ten (10) workdays. However, it may be necessary to provide a partial response due to the availability of the information requested. The Employer will include in the response the date on which the missing information will be provided.
- (2) Reject the request, and respond in writing within ten (10) workdays of the date of the request as to the reason the request is being rejected.

C. JOINT INFORMAL RESOLUTION OF DISPUTES. The Parties agree to meet within five (5) workdays after the receipt of notification from the Employer that a request for information has been rejected, or a response from the Employer where all of the information requested was not provided, to attempt informal resolution of the dispute.

A. The "Issue Analysis to Be Jointly Completed by the Requesting Union and the Agency" form will be completed during the meeting as a means of facilitating the discussion and resolving the issues.

B. The Parties agree to employ interest-based techniques and approach to the informal resolution meeting. The Parties further agree to rely on the guidance of the General Counsel, FLRA regarding information requests when analyzing the issues.

C. The Parties agree that if informal resolution is unsuccessful, the Union may file an Unfair Labor Practice charge with the FLRA. The Parties agree this will be the only avenue of redress for resolution of disputes about information requests.

## UNION REQUEST FOR INFORMATION

**DATE:** Date of the information request. \_\_\_\_\_

**UNION CONTACT:** Name, position, mailing address and phone number of the Union contact submitting the request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYER CONTACT:** Name, position, mailing address and/or phone number of the Employer representative to whom the request is being made. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUESTED:** Description of the specific information requested. (Include whether personal identifiers such as names, social security numbers or other matters identifying individual employees are to be included or may be deleted). \_\_\_\_\_  
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**PARTICULARIZED NEED:** Specific statements explaining exactly why the Union needs the requested information. (Explain exactly how the Union intends to use the requested information and how that use of the information relates to the Union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as for the time period(s) encompassed by the request and the need for personal identifiers, if applicable). \_\_\_\_\_  
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**PRIVACY ACT:** Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records). \_\_\_\_\_

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**PUBLIC INTEREST:** If you know or think that the requested information is within a system of records under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the Employer's performance of its statutory duties or otherwise inform citizens of the activities of the Government. \_\_\_\_\_

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**OTHER MATTERS:** Other matters related to the request for information. (Discuss any other matters not listed above which relate to the Union's information request and which may assist the Employer in responding to the request). \_\_\_\_\_

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Please contact me if the Employer requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information to the Union, or the issues giving rise to this request.

## EMPLOYER RESPONSE TO A UNION REQUEST FOR INFORMATION

**DATE:** Date of the information request and date received by the Employer \_\_\_\_\_

**DATE:** Date of the Employer's response. \_\_\_\_\_

**EMPLOYER CONTACT:** Name, position, mailing address and/or phone number of the representative responding to the Union request. \_\_\_\_\_

**UNION CONTACT:** Name, position, mailing address and/or phone number of the Union representative to whom this response is being made. \_\_\_\_\_

**INFORMATION REQUESTED:** Employer's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized). \_\_\_\_\_

**ANTI-DISCLOSURE INTERESTS:** Specific statements explaining any countervailing anti-disclosure interests. \_\_\_\_\_

**PRIVACY ACT:** Is the requested information contained within a system of records under the Privacy Act? If so, identify that system of records: \_\_\_\_\_

**EMPLOYEE PRIVACY INTERESTS:** If within a system of records, would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests. \_\_\_\_\_

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**DISCLOSURE FORMAT:** In what format is the Employer willing to disclose the requested information? (Include whether the Employer would disclose the requested information with personal identifiers deleted). \_\_\_\_\_

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**PROHIBITED BY LAW:** Is the requested information prohibited by law? (If so, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law). \_\_\_\_\_

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**NORMALLY MAINTAINED:** Is the information normally maintained by the Employer in the regular course of business? (If not, specific statements explaining why the requested information is not normally maintained). \_\_\_\_\_

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**REASONABLY AVAILABLE:** Is the information reasonably available? (If not, specific statements explaining why the requested information is not reasonably available). \_\_\_\_\_

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**STATUTORY EXEMPTION:** Does the information constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining? (If it does, specific statements explaining why the requested information falls into that category). \_\_\_\_\_

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**NEED FURTHER INFORMATION:** The Union request is not specific enough to permit the Employer to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the Employer requires specific answers to the following questions: \_\_\_\_\_

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**OTHER MATTERS:** Other matters related to the request for information. (Discuss any other matters not listed above which relate to the Union's information request and which may assist the Union in understanding the Employer's response). \_\_\_\_\_

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**The Agency is willing to discuss the request, or a format or means of furnishing this information to the Union, or the issues giving rise to this request.**

**ISSUE ANALYSIS TO BE JOINTLY COMPLETED BY THE REQUESTING UNION  
AND THE EMPLOYER DURING INFORMAL RESOLUTION DISCUSSION**

**ISSUE:** Identify the particular information which is the subject of the disputed request. (Both parties should have the same understanding of exactly what information the Union is requesting; including whether personal identifiers are to be included or may be deleted and the time period covered by the request). \_\_\_\_\_

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**INTERESTS: 1. Exactly why does the Union need the requested information.** (Exactly how does the Union intend to use the requested information and how does that use of the information relate to the Union's role as the exclusive representative. This explanation should extend to each different type of information requested, as well as for the time period(s) covered by the request and the need for personal identifiers, if applicable). \_\_\_\_\_

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**2. Exactly what concerns does the Employer have about disclosing the information.**

(Exactly what are the Employer's countervailing anti-disclosure interests; i.e., what concerns does the Employer have in disclosing the information. \_\_\_\_\_)

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**3. If the requested information is contained in a system of records under the Privacy Act, how would disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, shed light on the Employer's performance of its statutory duties or otherwise inform citizens of the activities of the Government.** \_\_\_\_\_

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**4. What are the employee privacy interests in the information which are behind the Employer's concerns in disclosing the information.** \_\_\_\_\_

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**OPTIONS: What are alternatives as to how the Union may obtain the information it requires while accommodating the Employer's anti-disclosure interests and any employee privacy interests.** (The parties should explore alternative forms or means of disclosure. The parties should focus not on whether the Union has a statutory right to certain information in the format requested, but rather what information does the Union require to adequately represent its members and how can that information be furnished to accommodate competing Employer anti-disclosure interests. If the Employer's concerns relate to the identification of particular employees, the parties should jointly explore alternative ways to release the information without those personal identifiers; for example, can personal identifiers be deleted and documents coded in a manner that allows for the grouping of the documents by category which does not identify individuals and which allows for later identification of the documents if further more targeted information is needed). \_\_\_\_\_

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**CONSENSUS: The parties agree that the Employer will furnish the following information by the date, and in the format, indicated.** \_\_\_\_\_

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THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFGE LOCAL 1503 AND THE U.S. GEOLOGICAL SURVEY, WATER RESOURCES DIVISION, SOUTHEASTERN REGION, CARIBBEAN DISTRICT AS IS EVIDENCED BY THE SIGNATURES BELOW:

