



**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY  
GEOLOGIC DISCIPLINE  
RESTON LIBRARY  
AND  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 1309**

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## ACRONYMS USED IN THIS CONTRACT

A-76	Refers to a study conducted under the authority of OMB Circular A-76
ADR	Alternative Dispute Resolution
AFGE	American Federation of Government Employees
ALOC	Acceptable Level of Competence
ATM	Automated Teller Machine
AWOL	Absent without leave
AWS	Alternative Work Schedule(s)
BU	Bargaining Unit
CA	Commercial Activities
CFC	Combined Federal Campaign
CFR	Code of Federal Regulations
COE	Conditions of Employment
COP	Continuation of Pay
COPE	Contractor who provides EAP services to the USGS at the time of this Agreement
CORE	DOI Conflict Resolution (ADR) Program
CSRA	Civil Service Reform Act of 1978
CTAP	Career Transition Assistance Program
DOI	Department of the Interior
DOL	Department of Labor
DOT	Department of Transportation
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EFT	Electronic Funds Transfer
E.O.	Executive Order
EPF	Employee Performance File
FAIRACT	Federal Activities Inventory Reform Act
FAR	Federal Acquisitions Regulations
FECA	Federal Employees' Compensation Act
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FMLA	Family and Medical Leave Act of 1992
FPL	Full Performance Level
FSIP	Federal Services Impasse Panel
FTR	Federal Travel Regulations
FWS	Federal Wage System
GD	Geologic Division/Geologic Discipline
GS	General Schedule

## ACRONYMS CONTINUED

HHS	Department of Health and Human Services
IBB	Interest Based Bargaining
IG	Inspector General
IPA	Intergovernmental Personnel Act
KASOCs	Knowledge, Skills, Abilities and Other Characteristics
LMRC	Labor Management Relations Council
LRO	Labor Relations Officer
LWOP	Leave Without Pay
MEO	Most Efficient Organization
M&IE	Meals and Incidental Expenses
MSDs	Material Safety Data Sheets
MSPB	Merit Systems Protection Board
OARS	On-line Automated Recruitment System
OMB	Office of Management and Budget
OPF	Official Personnel Folder
OPM	Office of Personnel Management
OWCP	Office of Workers' Compensation Programs
PAC	Political Action Committee
PAT	Process Assessment Team
PD	Position Description
PIP	Performance Improvement Plan/Period
PIT	Process Improvement Team
PWS	Performance Work Statements
QSI	Quality Step Increase
RIF	Reduction-in-Force
RPL	Re-employment Priority List
SCD	Service Computation Date
SM	Survey Manual
STAR	Special Thanks for Achieving Results (Award)
TDD	Telecommunications Device for the Deaf
TDL	Annual limited travel authorization
ULP	Unfair Labor Practice
US	United States
USC	United States Code
USGS	United States Geological Survey
VDT	Video Display Terminal
WGI/WIGI	Within-grade Increase
WRO	Washington Regional Office (FLRA or MSPB)

## **PREAMBLE**

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 and E.O. 12871 regarding Federal Labor-Management Relations, the following articles of this Basic Agreement, together with approved supplemental agreements and /or amendments which may be agreed to at later dates, constitute a total agreement by and between the U.S. Department of the Interior (DOI), U.S. Geological Survey (USGS), Geologic Discipline, Reston Library, hereafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local 1309, hereafter referred to as the Union, for the employees in the Bargaining Unit described in Article I, hereafter referred to as the Employees. The Union and the Employer will be jointly referred to as the Parties.

This Agreement is entered into pursuant to the Certification of Representation dated November 21, 2000, which granted AFGE Local 1309 exclusive representation rights within the Reston Library as clarified by the Federal Labor Relations Authority (FLRA) on November 21, 2000 in case number WA-RP-00110.

Employees of the Reston Library shall adhere to the Standards of Conduct.

It is the intent and purpose of the parties to set forth a Basic Collective Bargaining Agreement which promotes the ethical and merit principles and a common understanding of expectations, personnel policies, procedures, practices and other conditions of employment. The resulting Agreement provides a means for further discussion or adjustment of these matters which facilitates the efficiency of the Government by providing methods for and encourages the amicable, informal/formal and expedient settlement of disputes and grievances involving conditions of employment.

The Parties agree to support, by their actions, all efforts to improve performance and processes, improve the efficient operations of the Government and to promote good will and collaborative relations among the Employer, Employees and the Union.

## **ARTICLE 1**

### **UNIT DESIGNATION**

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 other existing directives, for the purpose of negotiation, and the administration of this contract.
2. The Bargaining Unit consists of all professional and nonprofessional, non-supervisory Employees employed by the U.S. Geological Survey, Geologic Discipline, Information Resources Group, Reston Library, as follows:

All professional and non-professional General Schedule Employees employed by the U.S. Geological Survey, Geologic Discipline, Reston Library, Reston, VA.
3. All management officials, supervisors, and Employees described in 5 USC 7112(b)(1)(2)(3)(4)(6) and (7) are excluded.

## ARTICLE 2

### DURATION AND CHANGES

1. DURATION. This Agreement shall remain in full force and effect for a period of two (2) years. The effective date of this Agreement is the date of its approval by the Director of Personnel, U.S. Department of the Interior (DOI) or on the 31<sup>st</sup> day after execution of this Agreement, if the Director of Personnel, DOI, has neither approved nor disapproved the Agreement. The two (2) year time period begins on the effective date, and the effective date serves as the anniversary date referred to in this Article.
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 Employer.
3. REOPENING. This Agreement is subject to reopening in accordance with the rights provided by Federal Service Labor Management Relations Statute, when amendments are required because of enactment or amendment of laws, government-wide rules or regulations, or Executive Orders; and at other times as may be required or 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.

4. RENEWALS. This Agreement shall automatically be extended for an additional one (1) year period on the second 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. 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 3

### EMPLOYEE RIGHTS

1. UNION MEMBERSHIP. Each Employee shall have the right to form, join, and assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right to:
  - a. act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
  - b. engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

Nothing in this Agreement shall abrogate any Employee right provided for by law or Government-wide regulation, or require an Employee to become or remain a member of a labor organization. An Employee shall not be disciplined or otherwise discriminated against solely because he or she has exercised rights of appeal or redress under any available forum or procedure. Union membership shall not be discouraged nor encouraged by the Employer.

2. OUTSIDE ACTIVITIES. Employees are permitted to engage in outside work and activities to the extent that they do not prevent Employees from performing their assigned duties in a satisfactory manner; complying with standards of conduct of Federal Employees; adhering to applicable laws, and government-wide regulations and policies.
3. 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 the USGS or the DOI, but are under no obligation to do so.
4. Employees have the right to their privacy during off-duty hours. Employee conduct during off-duty hours will not be used against them in the evaluation of performance or other adverse actions, unless there is a nexus between the Employee's official position and the activity or such activity adversely reflects on the integrity of the Government, the Department or any component of the Bureau.
5. WEINGARTEN RIGHTS. Employees have the right to a Union representative when they are being examined by any representative of the Employer as part of an investigation when they reasonably believe that the examination may result in disciplinary action against them. Employees must request a representative and may do so at any time prior to or during the

investigation. The Parties agree that notification of Weingarten Rights will be posted at all times on bulletin boards where employee information is normally posted.

The Agency shall notify Employees not less than annually during the month of June of rights assured by Weingarten. The Union may also notify employees annually of these rights via e-mail to all unit Employees. The Agency agrees to create a user group of all unit Employees' e-mail addresses.

6. EMPLOYEE ACCESS TO INFORMATION. Employees have a right to access information pertaining to conditions of employment such as laws, rules and regulations published by the Office of Personnel Management, the Department of the Interior, the USGS, etc. These publications are available for Employee review in the Bureau personnel office, and DOI. Employees will be permitted to obtain a reasonable number of copies as necessary.
7. NONDISCRIMINATION. Employees have the right to work in an environment that is free from discrimination by either the Employer or the Union, on the basis of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, physical or mental disabling conditions, political affiliation or Union membership.
8. Employees will be informed to the fullest extent possible by the Employer of plans and policies affecting them and their conditions of employment. The Employer will communicate what is expected of Employees in terms of their performance, conduct, and work relationships with co-workers, and to whom they are responsible.
9. REASSIGNMENT. An Employee may request reassignment at any time. Employer agrees to consider the request and inform the Employee of its decision. The Employee may request the assistance and intervention of higher-level management and/or the Union when the request is due to conflict with his or her work supervisor, team leader, or a coworker. The Employer may utilize reassignment or methods of intervention such as counseling, training, team building, details, or physical separation of the Employees in conflict for a "cooling off" period, to facilitate resolution of the conflict.
10. The Employer shall provide a lockable drawer or cabinet for each Employee for the purpose of protection of personal belongings (wallet/purse).
11. Every Employee has the right to be treated with common courtesy and consideration normal in Employer-Employee relations. All efforts will be made to communicate in a manner which is understandable to the Employee. Employees shall not be given warnings, be counseled, have performance reviews or similar meetings except in a setting that protects confidentiality.

12. 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.
13. The Union may notify bargaining unit members of the provisions of the Whistle blower Protection Act.
14. Employees have the right as an individual to petition any Congressional Member, or to furnish information to either house of Congress or Member of Committee. Employees can contact the Union or member(s) of Congress or the Employer for the status of any bills or other legislative action.

## **ARTICLE 4**

### **NOTICES TO EMPLOYEES**

1. The Union recognizes the Employer's right to notify a specific Employee directly of its intent to take a specific action with regard to that Employee. Such cases include, but are not limited to RIF, adverse action, reassignment, transfer of function, furlough, detail, discipline, denial of within grade increase, and any actions based on unacceptable performance.
2. The Employer recognizes the representational concerns of the Union regarding these types of notices. Therefore, the Employer agrees to provide a second copy of any such notice which states at the top of the first page "This copy may be provided to any officer of AFGE 1309 if you choose to do so."

## ARTICLE 5

### EMPLOYER RIGHTS

1. 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, layoff, 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, in the spirit of partnership, 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.
2. The Employer retains all other rights provided by law, government-wide regulation, or other provisions of this Agreement.

## ARTICLE 6

### UNION RIGHTS AND REPRESENTATION

1. EXCLUSIVE REPRESENTATION. In accordance with the applicable provisions of the Federal Service Labor/Management Relations Statute, the Union has been recognized as the exclusive representative of the employees included in the bargaining unit described in Article 1, Unit Designations. The level at which the Union holds exclusive representation is the Chief, Librarian in accordance with statute and FLRA certification.

The Union has the right to act for and to negotiate Agreements covering all the Employees in the bargaining unit in accordance with the governing laws, rules, regulations and the provisions and procedures of this Agreement. The Union is responsible for representing the interests of all bargaining unit Employees in accordance with applicable laws, rules, and regulations.

2. INVESTIGATORY REPRESENTATION. Upon the proper election of a bargaining unit Employee to exercise his/her Weingarten rights, the Union shall be afforded reasonable notice of and the opportunity to provide a representative for investigatory interviews. Requests for a specific Union representative for Weingarten investigatory meetings will be considered on a case-by-case basis in view of the nature of the investigation, the need for immediate information or action, the seriousness of the situation, etc. Management will make every effort to accommodate such requests. The Employer and the Union representative will refrain from prohibited conduct during the investigation.
3. FORMAL DISCUSSIONS. The Employer will give the Union President reasonable advance notice, at least 24 hours, of all formal discussions so that the Union may provide representation. A formal discussion is any meeting between one or more representatives of the Agency and one or more bargaining unit Employees concerning any grievance or any personnel policy or practices or other general conditions of employment. The Union representative may actively participate and present the views of the Union during the discussions. The Employer will treat the Union representative with common courtesy and respect.
4. COMPLAINTS AND GRIEVANCES. The Union has the exclusive right to represent an employee, a group of employees or itself in presenting a grievance. Only the Union or the Employer may invoke arbitration. An Employee or a group of Employees may chose to present a grievance personally, without Union representation or concurrence.

The Union has sole discretion to choose its representative and/or to approve a representative chosen by an Employee(s). The Union agrees to notify the Employer in writing of the

representative chosen or approved in advance of that representative's participation in meetings, requesting information, etc.

Day-to-day conversations between an Employee and his or her supervisor will not be monitored by the Union. However, when an Employee(s) personally presents a grievance in accordance with Article 8, the Union will be notified of and given an opportunity to attend any meetings to present, discuss, or resolve the grievance, and upon request, will be provided with any written responses, agreements, or settlements.

Nothing in this Article or Agreement shall preclude an Employee from exercising his/her right to a representative of his/her own choosing when exercising a right to a statutory appeal other than a grievance under Article 8.

5. ONGOING REPRESENTATION. The Parties agree that it is to their mutual benefit to afford bargaining Employees an opportunity to meet with Union officials to discuss conditions of employment. The Employer agrees that the Union office will be staffed by one (1) Union official from the Library for up to two (2) hours each workweek. The Parties agree to work around the scheduling needs of the Union Official's position requirements. The Union will post a schedule which indicates the time and the name of the Union official for each day on a bi-weekly basis. Individuals who wish to meet with their Union representative must obtain prior supervisory approval before leaving their worksite, if on duty. Union officials must also secure appropriate approval prior to staffing the Union office.
6. PROTECTION FOR EMPLOYEES. There will be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Civil Service Reform Act of 1978 or against any Employee for exercising any right under this Agreement, the Act, or applicable government-wide regulations such as filing a complaint or acting as a witness.
7. NATIONAL RECOGNITION. The Employer will recognize representatives of the AFGE National Office.
8. OFFICIALS AND STEWARDS. The Employer agrees to recognize the President, three (3) Vice Presidents, a Secretary/Treasurer, a Chief Steward, and a maximum of one (1) steward per twenty (20) bargaining unit Employees. The Union agrees to provide a listing of all officials and stewards on an annual basis during the month of January, and to provide updated information as changes occur. Official time granted to the Union will be granted in accordance with the provisions of this Agreement. Officials and stewards of the Union have the right to use a reasonable amount of official time in the performance of their representational responsibilities. Specific information regarding the use of official time can be found in Article 11.

9. INFORMATIONAL PICKETING. The Employer recognizes the Union's right to participate in informational picketing which does not interfere with the Agency's operations. In exercising this right, the Union agrees that it shall not call or participate in a strike, work stoppage or slowdown, or condone any of these actions by failing to take action to prevent or stop them.
  
10. COMMITTEES. The Union may appoint members to all Reston Library Employee-related committees that exist or are created that deal with working conditions of bargaining unit Employees, such as equipment distribution, awards, space, etc.

## ARTICLE 7

### INFORMATION REQUESTS

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;
  - b. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
  - c. does not constitute guidance, advice, counsel, or training provided for management officials or supervisors related to collective bargaining.
  
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 Article are followed, as apply.
  - 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.
- (1) 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.
  - (2) 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.
  - (3) 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.
- d. The Union agrees to use the procedures under this Article 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.

**UNION REQUEST FOR INFORMATION  
UNDER SECTION 7114(b)(4) OF THE STATUTE**

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

**UNION CONTRACT:** 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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**EMPLOYER RESPONSE TO A UNION REQUEST FOR INFORMATION  
UNDER SECTION 7114(b)(4) OF THE STATUTE**

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

**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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## ARTICLE 8

### GRIEVANCE PROCEDURE

1. PURPOSE AND COVERAGE. The purpose of this Article is to establish a mutually acceptable method for the prompt and equitable resolution of grievances. The Parties agree to attempt informal resolution of all contract-related matters.
  - a. The procedures contained in this Article are the exclusive avenue of redress available to the Union, the Employer and the bargaining unit Employees with the following exceptions:
    - (1) An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b)(1) (discrimination) which also falls under the coverage of the negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of this Article, whichever occurs first. Selection of the negotiated grievance procedure does not prejudice the rights of the aggrieved employee to request MSPB review of the final decision in accordance with 5 USC 7702 or to have the final decision reviewed by the EEOC, as appropriate, in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.
    - (2) Matters covered by 5 USC Sections 4303 (actions based on unacceptable performance) and 7512 (removal, suspension for more than 14 days, reduction in grade or pay, and furlough for less than 30 days) which also fall within the coverage of the negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either under the appellate procedures of 5 USC 7701 or the procedures contained in this Article, but not both. Similar matters which arise under other personnel systems applicable to employees covered by this agreement may, in the discretion of the aggrieved employee be raised either under appellate procedures, if any are applicable to those matters, or under this Article, but not both. An employee shall be deemed to have exercised his/her option as indicated in paragraph (1) above.
  - b. The term “grievance” means any complaint:
    - (1) by any bargaining unit Employee concerning any matter relating to the employment of the Employee.
    - (2) by the Union concerning any matter relating to the employment of any bargaining

unit Employee, subject to the control of the Employer and for which the Employee seeks personal relief.

(3) by an Employee, the Union or the Employer concerning:

(a) the effect of interpretation, or a claim of breach of this Agreement; or

(b) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation which affects the conditions of employment of bargaining unit Employees.

c. This procedure will not apply to:

(1) a claimed violation of prohibited political activities;

(2) matters related to retirement, life insurance or health benefits;

(3) any examination, certification, or appointment;

(4) the classification of any position which does not result in the reduction of grade or pay for an Employee;

(5) any suspension or removal under 5 U.S.C. 7532 (national security);

(6) termination of an Employee for unsatisfactory performance or conduct who is serving a probationary or trial period after initial appointment;

(7) termination of a temporary Employee upon expiration of the appointment; and

(8) individual employee grievances as a result of a reduction-in-force (RIF) This does not prohibit the Union from filing a Union grievance regarding the overall necessity, conduct, outcome, etc. of the RIF as a whole; however, remedies for individual employees would be prohibited.

2. INFORMAL RESOLUTION PROCEDURES. The Parties agree that it is in their collective best interest to equitably resolve grievances at the lowest level and within the shortest time frames possible. The Parties further agree to avail themselves of outside assistance in the form of mediation to the fullest extent possible and with the permission of the aggrieved Employee when applicable. Effective communication will often serve to resolve various issues and causes for dissatisfaction.

a. Employees should discuss any cause of dissatisfaction with their immediate supervisor in an effort to resolve the matter prior to raising the issue as a grievance.

b. The Union and the Employer are encouraged to have at least one (1) discussion for the

purpose of informally resolving any issue(s) between them prior to raising the issue(s) as a formal grievance if time frames allow.

- c. To promote and encourage an effective Employee/supervisor communication, the Parties agree initial dispute discussion will normally include only the Employee(s) and the immediate supervisor. In support of this effort, the Parties agree to work with the Employee and supervisor, as applies, to assist them in overcoming any personal concerns about the meeting, by assisting in the preparations for the meeting but encouraging them to meet one-on-one. The Union should reassure an Employee that this meeting is not the only opportunity for resolution of the dispute.
- d. If discussion with the immediate supervisor is unsuccessful in resolving the issue(s), the Employee may either discuss the issue(s) with his/her second-level supervisor, the Union, the servicing Employee Relations Specialist, or the Bureau Labor Relations Officer to seek assistance in further resolution methods. Either of the Parties contacted may further discuss the issue(s) with the immediate supervisor for the purpose of promoting resolution.
- e. Any of the Parties involved may request and will normally be approved for the use of a mediator through the USGS CORE Program or from the Federal Mediation and Conciliation Service. The Employer, the Union or the Bureau Labor Relations Officer shall make arrangements for a mediator. If the Employee requests mediation he/she must agree to fully participate in the process. The Employer agrees to fully participate in the mediation process to the extent that reasonable progress towards resolution is being made.

If an Employee and a Supervisor are participating in the alternative dispute resolution process through the CORE program, they may mutually agree to extend the deadline for filing a step 1 grievance by up to 15 calendar days. The extension agreement must be in writing and a copy provided to the Union and the servicing personnel specialist.

3. FORMAL GRIEVANCE PROCEDURE. The following procedures will be followed for Employee grievances or a Union grievance filed on behalf of an Employee, when informal resolution attempts result in the need for further consideration of the issue(s):
  - a. First Formal Step. The grievance must be presented to the first-level supervisor or his/her designee, in writing, within twenty (20) workdays after the incident giving rise to the grievance or within twenty (20) workdays from the date the grievant became aware of the incident. The supervisor or designee shall meet with the Employee and/or the Union as appropriate within five (5) workdays of receipt of the formal grievance. The supervisor shall provide a response to the grievant or the Union, as appropriate, within ten (10) calendar days following the meeting.

In cases where the Employee's first-level supervisor is not a section chief, the first formal step of the grievance procedure is with the section chief in the employee's chain-

of-command.

- b. Second Formal Step. If the grievant remains dissatisfied with the grievance resolution, he/she may advance the grievance within five (5) workdays after receipt of the step 1 decision along with all related documentation to the Chief, Librarian, or his/her designee. The Chief or designee will, within five (5) workdays, conduct fact-finding or meetings as deemed necessary and provide a final written decision to the Employee or the Union as appropriate.
- c. The Union may request the grievance be heard by an arbitrator within twenty (20) workdays of receipt of the final decision in accordance with the procedures and provisions of this Agreement.

4. UNION AND EMPLOYER GRIEVANCES. Grievances may be submitted in writing by the Union President or the Chief Librarian, or his/her designee, to the other Party within fifteen (15) workdays of the incident giving rise to the grievance or within fifteen (15) workdays from the date the grievant became aware of the incident. The Parties will meet within fifteen (15) workdays after receipt of the grievance to further discuss the issue(s) and attempt informal resolution. The Party in receipt of the grievance will provide a written response to the other Party within fifteen (15) workdays after the meeting. If the grievance is not resolved by this method, either Party may refer the unresolved matter(s) to arbitration within twenty (20) workdays following receipt of the written response.

5. GRIEVANCE CONTENT. Regardless of the type of grievance filed or the filing party, a grievance must contain the following (Note: Grievances that are incomplete will be returned to the Union for completion.):

- a. The name and telephone number of the Employee(s) who is grieving, and a full description of the incident(s) being grieved to include:
  - (1) the date on which it occurred or the date on which the aggrieved Party became aware of its occurrence;
  - (2) what happened, including the specific actions of individuals, dates and times of such actions, and the names of any witnesses, if applicable;
  - (3) what the impact was on the aggrieved Party to include specific loss or damage suffered;
  - (4) what is the personal relief requested, to include the actions requested;
  - (5) how this relief corrects the loss or damage and/or makes the Employee whole;
  - (6) the name and telephone number of the Employee's Union representative, if applicable; and;

- (7) any documentation related to the issue(s) being grieved.
6. TIME LIMITS. All time limits in this Article may be extended upon the mutual agreement of the Parties. Absent mutual agreement for extensions for failure to meet prescribed time limits will result in one of the following:
- a. If the Employer fails to respond within specified time frames, the grievance is advanced to the next step of the procedure.
  - b. If the grievant fails to meet the time limits at any step in the procedure or fails to keep established appointments for meetings, the grievance may be dismissed by the Employer without further consideration.
7. REPRESENTATION. Employees may be represented by the Union or may represent themselves in grievances filed under this Article.
- a. Any Employee may personally present a grievance and have it adjusted without the representation of the Union, provided that:
    - (1) The Union is given the opportunity to be present at all discussions related to the grievance;
    - (2) The Union is provided a copy of any and all correspondence, including supporting documentation, exchanged between the grievant and the Employer; and
    - (3) The resolution of the grievance does not violate the law, regulation or the provisions of this Agreement.
  - b. The Parties agree that it is important to promote effective communication between Employees and their supervisors. Therefore, the Union will normally respect the wishes of an Employee to meet in private with his first level supervisor in the informal stage. The Employer will ensure that the provisions of items (2) and (3) above are met.
  - c. The grievant(s) and the Union representative(s) will be approved for a reasonable amount of official time for the purpose of researching, investigating, preparing and filing a grievance at each step of the procedures, including mediating arbitration in accordance with the provisions of this Agreement.
8. OTHER PROVISIONS.
- a. Witnesses who have information relevant to a resolution of a grievance will be asked to testify in the grievance meetings on duty time.
  - b. Evidence which is relevant to the resolution of a grievance will be introduced at the earliest stage of the process after it is discovered or received by either party.

- c. New issues (those which were not presented prior to arbitration) may not be raised at the hearing. However, the Parties may mutually agree to join related or similar issues/incidents to a grievance in process.
- d. Any Party to a grievance may request a meeting to discuss the merits of the grievance or to further attempt informal resolution at any step of the process.
- e. Group grievances may be processed as a single grievance, if the issues, times and circumstances involved are practically identical.

## ARTICLE 9

### ARBITRATION

1. PROCEDURES. Either the Union or the Employer may request that a grievance be subject to arbitration. Arbitration requests must be submitted within twenty (20) workdays of the final decision under the grievance procedure. Within ten (10) workdays, the Parties shall meet to define the issues and to request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators qualified to hear Federal sector issues. The Parties shall meet within twenty (20) workdays after receipt of such a list. If they cannot agree upon one of the arbitrators, then the Employer and the Union will alternately strike one name from the list, with a toss of a coin determining who strikes first. The last name remaining shall be the arbitrator.
2. AWARD. The arbitrator's award will be in accordance with the terms of this Agreement and existing laws and regulations. The arbitrator's authority is limited to the adjudication of the issues raised in the grievance procedure. The arbitrator's award will be final and binding on both Parties subject only to exceptions and appeals filed in accordance with 5 USC 7112 and this Article.
3. FEES. Arbitration fees and expenses shall be borne by the losing Party. In the event that there is not a clear-cut winner, or the arbitrator renders a split decision (e.g., a disciplinary action is upheld, but the penalty is mitigated), the expenses shall be borne equally by both Parties. The arbitrator shall resolve any questions concerning the winning/losing Party. The Party who cancels or postpones the hearing when such cancellation or postponement does not involve the other Party will pay any costs incurred. In the event of a settlement, where the arbitrator's fees are not part of the settlement, the Parties will split any fees equally. The Union agrees to pay the Employer \$1 per page for transcripts they request.
4. WITNESSES, REPRESENTATIVES, AND HEARING LOCATION. The Employer will be responsible for travel and per diem, as appropriate, for USGS employees who are witnesses for either the Union or the Employer. The arbitration hearing will be held on the Employer's premises during the regular day-shift hours. The Union representative(s), the grievant(s), and any USGS employee called as a witness will be excused from duty and authorized official time to the extent necessary to participate in the official proceedings (if the employees are otherwise in a duty status). Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day-shift for the time of the hearing in which they are involved. Questions raised as to whether a witness is necessary will be resolved by the arbitrator prior to the hearing. The Parties will furnish names of any witnesses at least ten (10) workdays in advance of the arbitration date.
5. SUBMISSION. If the Parties fail to agree on a joint submission of the issue for arbitration, each Party shall submit a separate statement to the arbitrator who shall determine the issue(s) to be heard at the beginning of the hearing. Nothing in this Article shall prohibit the Parties from jointly identifying hearing exhibits prior to the hearing date. Pre-hearing briefs; however are prohibited.

6. GRIEVANCE WITHDRAWAL. The grievant may withdraw his/her grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.
7. TIME LIMITS. In order to fulfill the decision to arbitrate, the arbitrator will be requested to render a decision and remedy to the Employer and the Union as quickly as possible, but in any event not later than thirty (30) calendar days after the filing of the post-hearing briefs, if filed, unless the Parties otherwise agree. Post hearing briefs will be due (postmarked) 30 calendar days after the conclusion of the hearing. Either or both Parties may file post-hearing briefs.
8. EXCEPTIONS.
  - a. Either Party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the MSPB within thirty (30) days of the issuance of the decision. Such review will be sought in the Court of Claims or a United States Court of Appeals in accordance with the provisions of 5 USC 7703.
  - b. Either Party may file an exception with the Federal Labor Relation Authority (FLRA) to the arbitrator's award. Such exception must be filed within thirty (30) days of the date of service of the award. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

## ARTICLE 10

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

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.
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 FLRA, 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 fifteen (15) day time frame may be extended or waived by mutual agreement of the Parties.
  - b. If resolution is not reached by the end of the fifteen (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 fifteen (15) days following the expiration of the fifteen (15) day period or any agreed-to extensions.
  - c. Either Party may request the services of a mediator from the Federal Mediation and Conciliation Service 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 fifteen (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.
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.
4. Nothing in the Article is intended to compromise or restrict the statutory rights of the Parties.

## **ARTICLE 11 OFFICIAL TIME**

1. POLICY. Bargaining Unit Employees serving as the Union President, first, second or third Vice Presidents, the Secretary/Treasurer, the Chief Steward, one steward per twenty (20) bargaining unit Employees, and who are representing the Union on committees, may be approved for the use of official time in accordance with the provisions of this Agreement as outlined below:
  1. Purpose. Time spent in an official time capacity will be limited to the preparation for and performance of representational activities.
    - (1) Official time will not be approved for activities which constitute internal Union business such as the collection of dues, signing up members, conducting Union meetings, or electing officers.
    - (2) Official time will not be approved for representation of Employees outside the bargaining units covered by this Agreement.
  2. Proper Use. Official time will only be used when the Employee would otherwise be in a duty status. If Union assistance is required for a bargaining unit Employee on another shift, the Union representative may be temporarily assigned to that shift as necessary to accomplish representation.
  3. Approval. The use of official time requires the advance approval of the Union representative's immediate supervisor. The procedures for requesting official time are as follows:
    - (1) The Union and bargaining unit Employees will request official time in excess of 2 hour a day in advance to the fullest extent possible. The Employer agrees that advance requests for official time will normally be approved. However, the Employer reserves the right to approve the time, but requests it be performed at a certain time, if to do otherwise would interfere with the accomplishment of the Employee's official duties. The Union agrees to cooperate with the Employer in the scheduling of official time.
    - (2) The Employer understands that on rare occasions, such as when an Employee is in extreme emotional duress, has been threatened verbally or physically, is the subject of an investigation by a criminal authority, a bargaining unit Employee invokes Weingarten rights in a meeting already in progress, the Union representative may need immediate release to perform representational activities. The Employer agrees to approve immediate official time in these types of circumstances.
    - (3) The Union representative or Employee will inform the supervisor of the reason for the official time at the time of the approval request, and will provide a location and/or telephone number where he/she may be reached.
    - (4) The Union representative will notify the supervisor upon his/her return from official time. If the supervisor is not physically present, the Union representative may leave a

phone mail or e-mail message for the supervisor to provide this notification.

- (5) If the Union representative must enter a different work area, he/she will check in with the supervisor of that area to obtain approval to conduct representational activities. The supervisor will normally approve such a request unless precluded from doing so by work requirements or schedules. This contact may be made in advance of the actual official time by the Union representative in person, by telephone or via e-mail.

4. Time accounting procedures. The Union will be authorized and will account for official time as follows:

- (1) Up to two (2) hours per day for the purpose of staffing the Union office in accordance with the provisions of the Union Rights and Representation Article.
- (2) Time and attendance requirements. All Union representatives and bargaining unit Employees who are approved for official time must record the time used on their official time and attendance records. The following categories will be used for the reporting of official time
  - (a) Grievances (formal)
  - (b) Labor Management Relations Council Meetings (LMRC)(includes committee meetings)
  - (c) Negotiations
  - (d) FLRA
  - (e) Weingarten/Formal Discussion
  - (f) FMCS/FSIP
  - (g) Other third party representation
  - (h) Alternative Dispute Resolution Meetings
  - (i) Travel
  - (j) Other

- (3) Purpose. A reasonable amount of official time will be authorized for the following purposes (The number in ( ) following each purpose is provided as a guideline for the number of hours normally required per occurrence, but is not an absolute restriction.):
- (a) conferring with Employees on matters for which remedial relief may be sought under this Agreement (1);
  - (b) investigating matters for which Employees may seek remedial relief under this Agreement (2);
  - (c) interviewing witnesses (2 hour for each witness);
  - (d) reviewing documents of the Employer which are not available during non-duty hours such as personnel regulations, Bureau policies, etc. (1);
  - (e) preparing a grievance or grievance appeal (2-4);
  - (f) preparing a statutory complaint or appeal (2-4);
  - (g) preparing a reply to a proposed disciplinary adverse or unacceptable performance action (2-4);
  - (h) preparing for joint labor-management activities authorized by this Agreement (minor impact 2-4/major impact 4-6);
  - (i) preparing for arbitration of a grievance or adverse action (8);
  - (j) preparing a reconsideration statement in connection with the denial of a within-grade step increase or for a performance appraisal (2-4);
  - (k) attending Union sponsored training (limited 100 total hours per year when the training is not limited to Union business, but includes general education in labor-management relations); (Note: If the number of Reston Library employees serving as Union officials increases, the Parties agree to bargain an increase in the number of hours provided here as appropriate.)
  - (l) to meet with National representatives of the Union in connection with a grievance, arbitration, or ULP charge;
  - (m) to participate in a FLRA investigation or hearing preparation as a representative of the Union;
  - (n) to prepare or maintain records and reports required of the Union by the Department of Labor (4);
  - (o) being present at formal discussions as provided in this Agreement (actual length

of meeting);

- (p) to orient new Employees as provided for in this Agreement (2 hour per month);
- (q) attending meetings with Employees to present oral replies related to proposed actions, denial of a within grade step increase or performance appraisal (decided by official receiving replies);
- (r) representing an Employee in Weingarten meetings as provided for by this Agreement (actual length of meeting);
- (s) any other activity for which the Civil Service Reform Act allows Employees to use official time (to be determined by the nature of the request).

2. COOPERATION. The Parties agree to be flexible in their application of the provisions of this Article while at the same time being diligent in exercising their respective responsibilities to guard against waste, fraud and abuse, and to protect the public trust.

If either Party experiences problems with the granting or use of official time or the administration of this Article, a special session of the members of the Labor/Management Relations Council will be held to resolve them. If after a good faith effort during the meeting, resolution is not reached, either of the Parties may request the use of a mediator or file a grievance under the provisions of this Agreement.

3. RELATIONSHIP TO PERFORMANCE OF OFFICIAL POSITION. Union representatives are responsible for achieving the critical results as defined by their individual performance plan. The Employer agrees that Union representatives will not be penalized in their performance appraisal solely for their use of official time as long as that use is in accordance with the provisions of this Article.

## ARTICLE 12

### USE OF FACILITIES AND SERVICES

1. UNION OFFICE. The Union office for AFGE Local 1309 is provided for under a separate agreement between the local and the Mapping Applications Center; therefore it is not addressed here.
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 or franked mail services for third party proceedings, not to exceed the cost of first-class postage. The Employer agrees to provide the Union with a listing of bargaining unit Employees and their mail stops in an electronic format or on a disk upon request.
  - b. The Parties agree that use of internal communication systems will conform to the Employee Standards of Conduct. In addition,
    - (1) Information transmitted or distributed must be informational in nature and must not make unsubstantiated accusations against the Employer or any specific individual, defame any Federal employee or the Federal government, or violate the principles of ethical behavior and conduct of this Agreement.
    - (2) The Union must make a good faith attempt to investigate and obtain facts to substantiate information prior to its transmission. When providing procedural or regulatory requirements from this Agreement or any Federal law, rule or regulation, the Union will quote the provisions from the information's source and will not provide official interpretation, add to or subtract from the guidance in its original form.
3. NEWSLETTER. The Union will be permitted to distribute its own fliers or newsletters to all bargaining unit Employees provided the information contained meets the requirements of section 2 of the Article. The production/distribution must be performed on official time in accordance with the provisions of this Agreement. Except:

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.

4. BULLETIN BOARDS. A bulletin board in the hallway outside the Reston Library conference room will be made available for exclusive use by the Union. Notices posted must be truthful and factual in nature, in good taste, and must not violate any law, regulation or provision of this Agreement. The Union may display an official AFGE logo sign along with other Union information and notices.
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, TDD's, 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 Union will reimburse the Employer for all long distance toll calls. Official time, equipment and furnishings shall not be used for the conduct or support of internal Union business.
6. BARGAINING UNIT MEMBER INFORMATION. The Employer agrees to provide the Union with an alphabetical list and organizational chart that includes all Reston Library Employees.. The organization chart will include the name, classification title, series and grade, and FLSA indicator for each Employee. The Employer will provide listings of changes to the composition of the bargaining unit, if any, on a bi-weekly basis, including new hires, changes in employment status, resignations or retirements of bargaining unit Employees.
7. 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. 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. The Union may use available audio-visual equipment upon request. The Union will adhere to all security and housekeeping requirements when using the rooms, and will take necessary precautions to protect any audio-visual equipment provided for their use.
8. COPIES OF THE AGREEMENT. The Employer will furnish one (1) copy of this Agreement to each Reston Library Employee upon its implementation. The Union will be provided with 15 additional copies in order to have them available. The Union will be provided an additional 10 copies upon request. The Employer will bear the cost of producing the copies needed for these purposes.
9. PUBLICATIONS AND REGULATORY MATERIALS. The Union is provided copies of regulatory material under a separate contract; therefore there is no provision here. The Employer agrees to allow the Union and bargaining unit Employees access to additional regulatory documents maintained by the Bureau personnel office. Union officials and bargaining unit Employees will be permitted to make reasonable copies of the documents.

The Employer authorizes the Union to use Internet access to obtain such materials and print reasonable copies.

10. STUDIES AND SURVEYS. The Employer will notify the Union of any studies or surveys in which bargaining unit Employees will participate and that may result in an impact on their conditions of employment. The Union will be provided a copy of the results or any report produced in the same format as that received by the Employer. The Employer will provide the results or any report to the Union within five (5) days of receipt. Reston Library produced surveys and studies will be developed in consultation with the Union.
11. OPEN HOUSE. The Union is afforded the opportunity to request an informational booth under a separate contract. Official time will not be granted for bargaining unit Employees to work the booth. If such a booth exists, the Employer agrees to liberally approve requested leave for bargaining unit Employees who are needed to work the booth. All individuals who work the booth will maintain proper and ethical conduct at all times. Information provided must not violate any law, regulations or provision of this Agreement. The booth may not be used for the sole purpose of increasing membership. USGS or other Federal Employees may not be approached for membership purposes if they are on duty.
12. USE OF GOVERNMENT-OWNED OR LEASED VEHICLES. The Employer may approve use of Government-owned or leased vehicles by the Union for representational purposes, in the local commuting area, if the vehicle is available, and the use will not violate any provision of law, regulation or this Agreement.
13. INTERPRETING SERVICES. The Employer will provide and fund interpreting services for the Union as necessary to provide representation to bargaining unit Employees to include participation in Labor Management Relations Council (LMRC) meetings. The Union must follow existing procedures when requesting interpreting services. The Employer may also provide and fund interpreting services for Union sponsored training when it is deemed in the mutual interest of the Parties to do so. The Employer will not provide or fund these services for training or meetings when the purpose is Union organizing, internal Union business, provisions of Union constitution and bylaws, and similar matters.

## ARTICLE 13

### NEGOTIATIONS

1. GENERAL. The Employer and the Union recognize that collaborative relations are conducive to the accomplishment of the Employer's mission requirements, overall productivity and Employee morale. The Parties further recognize the statutory rights and obligations placed upon them to bargain, as appropriate, in good faith, and work towards effective solutions to differences.
  - a. All negotiations between the Parties will be conducted in accordance with laws, Executive Orders, rules and regulations, as interpreted by the FLRA or other appropriate authority, and the provisions of this agreement, in particular, this Article. The Parties agree to conduct negotiations in the spirit of Partnership.
  - b. Departmental and Bureau-level policies, procedures or instructions which do not directly implement a government-wide rule, and which are in conflict with the provisions of this Agreement, may not be unilaterally enforced.
2. OTHER AGREEMENTS.
  - a. Any and all past practices in conflict with the provisions of this Agreement become null and void upon the approval of this Agreement by the Department of the Interior.
  - b. Any Agreement reached by the Parties subsequent to the approval of this Agreement and during its life (including extensions) shall become part of, and run concurrently with, this Agreement.
  - c. In the event that the Employer proposes changes in conditions of employment in the exercise of its rights under Section 7106 of the Statute, negotiations shall be in accordance with Section 7106(b)(2) and (3) of the Statute.
3. UNION INITIATED MID-TERM BARGAINING. The Parties agree to engage in union-initiated mid-term bargaining in accordance with the Statute as interpreted by the FLRA.

4. PROCEDURES FOR NEGOTIATIONS. The Parties agree to meet at times convenient to the Parties and on the Employer's premises. To the fullest extent possible, negotiations will not be scheduled to begin prior to 8:00 a.m. nor end after 4:30 p.m.
- a. NOTIFICATION. The Union President or his/her designee will serve as the official contact point for any required notification of the Union. Union notification will normally be provided in writing (to include e-mail) for major changes twenty (20) days prior to implementation. Notification of minor changes, five (5) days in advance of implementation, will be provided to the Union President or his/her designee in writing. A copy of the notification to the Union President or his/her designee in writing. A copy of the notification to the Union will be simultaneously provided to the Union's Secretary/Treasurer.
- b. REQUESTS TO BARGAIN. All Union requests to bargain will be made in writing (to include e-mail) to the Chief Librarian, or his/her designee. A copy of the request to bargain should be simultaneously forwarded to the Bureau Labor Relations Officer.
- (1) Union requests to negotiate, must be received within twenty (20) work days following any notification by the Employer where there is a major impact on the conditions of employment of bargaining unit Employees.
- (2) The Union will request to negotiate within five (5) work days of any notification by the Employer where there is minor impact on the conditions of employment of bargaining unit Employees.
- (3) The Parties agree that there will be times when the nature of the change and/or the contents of either Parties proposals may be such that the initial meeting between the Parties may be best used to exchange and/or clarify information prior to actual negotiations. The parties agree to use IBB techniques to the fullest extent possible during all negotiation meetings.
- c. NEGOTIATION TIME FRAMES. The Employer will enter into good faith negotiations within the same time frames for the situations described in paragraph b. above. The time frames may be extended or contracted as necessary upon mutual agreement by the Parties. The Parties agree to cooperate in completing negotiations within shorter time frames when problems arise concerning conditions of employment which necessitate more immediate attention.
5. DISPUTES. The Parties agree that it is in the best interest of continued collaborative relations to resolve disputes regarding negotiations in the most expeditious manner possible. Therefore, the following two-step procedures will be followed to resolve disputes:

- a. IMPASSES. When the Parties have reached impasse on a negotiable matter and the Parties agree further discussion will not remedy the situation:
  - (1) The particular item will be set aside, and negotiations will continue. After all other negotiable items for which Agreement can be reached have been addressed, the Parties will again attempt to resolve any and all impasses.
  - (2) If after the second attempt at Agreement, impasse(s) still exists, the Union or the Employer will contact the FMCS to request a mediator. The Parties will then participate fully in an attempt to resolve the impasse with the services of the mediator. If they remain at impasse, either party may request the services of the Federal Services Impasse Panel (FSIP).
- b. NEGOTIABILITY DISPUTES. When the Employer informs the Union that a matter is non-negotiable, the Union has a right to file for a negotiability ruling with the FLRA.

## ARTICLE 14

### LABOR-MANAGEMENT RELATIONS COUNCIL

1. PURPOSE. Both the Employer and the Union recognize that an effective and collaborative relationship between the Parties requires the opportunity for the Parties to meet and discuss issues or problems of mutual concern and benefit on a regular basis. The purpose of these meetings includes, but is not limited to, conditions of employment, matters affecting working conditions of bargaining unit Employees, informal resolution of Employer or Union grievances or complaints, Employee morale and productivity, and Employee-management relations. Individual grievances will not be addressed within this forum. The Parties jointly agree:
  - a. The delivery of public services in the most efficient, effective, and courteous manner is of paramount importance to the Union and to the Employer.
  - b. To value and respect all members of the Reston Library workforce and to encourage the highest degree of efficiency and effectiveness of Agency operations, as well as the enhancement of Employee performance and productivity. To this end, the Parties support the following goals:
    - (1) Recycling and conservation of materials, human resources, and supplies;
    - (2) Facilitating effective resolution of grievances and misunderstandings and to take necessary corrective action(s);
    - (3) Enhancing the public image of the Parties.
    - (4) Encouraging the use of the suggestion and incentive awards programs to generate money-saving ideas as well as high quality performance.
    - (5) Maintaining good attendance, promptness, proper use of leave, and attention to safety requirements;
    - (6) Eliminating waste, fraud, and abuse;
    - (7) Continuous improvement to the quality of workmanship
    - (8) Assuring that performance plans for Employees contain the critical results necessary for the accomplishment of the mission-related goals and objectives;
    - (9) Ensuring that appropriate action is taken to correct performance and/or conduct problems as they arise; and

- (10) Providing timely recognition of Employee contributions through the Awards and Recognition Program.
- c. Through their actions, to show mutual respect and appreciation for each other's roles, responsibilities, and obligations.
2. SCHEDULE. The Parties agree to meet in good faith monthly, and generally on the third Wednesday of every month, at 1:30 p.m. for a period of up to two hours. These meetings will normally take place in the Reston Library conference room.
3. ADMINISTRATION. The number of Union and Employer representatives will normally be limited to four (4) each. However, additional representatives may be invited upon mutual agreement of the Parties due to agenda items of special interest. The Parties agree that in cases where additional management representatives are present, the Union may have the same number of representatives.

Each Party will forward their agenda items to the other Party via e-mail as far in advance as possible, but no later than Tuesday morning before the meeting is scheduled. The meetings will be held as scheduled regardless of the availability of specific Union or Employer Representatives. Upon mutual agreement of the Parties specific agenda items may be moved to the next monthly meeting, or discussed in a separate meeting when specific representatives are necessary for effective discussion. Should any agreement be reached on a particular issue or should informal settlement of a grievance or complaint of either party be reached, such Agreement or settlement shall be documented and signed by representatives of both Parties. The signed Agreement is binding on the Parties so long as it is in compliance with law, government-wide rule or regulation, and the provisions of the Agreement, and regardless of the representatives present at the meeting.

4. CONFIDENTIALITY OF INFORMATION. Parties understand that the open and honest communication of information is necessary to facilitate resolution of problems, to effectively communicate their respective needs or concerns, and to promote the success of their partnership. The Parties further understand that, on occasion, information may be revealed by either party which is not appropriate for general release in any circumstances or which may not be appropriate for general release at the present time. Therefore, the Parties agree that in such cases, the expressed desires of the other party that information be protected from release outside the meeting attendees will be respected. Further, individuals will not be quoted verbally or in writing (including e-mail) when revealing such information, or when expressing their personal opinions.
5. TRAINING. The Parties agree to participate jointly in Partnership Training within six (6) months of the approval of this Agreement. The training vendor will be selected based on the following criteria:

- a. Location;
- b. Price;
- c. Course contains interest based bargaining techniques;
- d. Partnership is vendor's area of expertise;
- e. Vendor meets the approval of the Washington Regional Office of the FLRA.

## **ARTICLE 15**

### **VOLUNTARY ALLOTMENT OF UNION DUES**

The Employer will process requests for dues allotment and revocation for Employees in the bargaining unit, as described below:

1. The Union will obtain its own supply of SF-1187's "Request and Authorization for Voluntary Dues Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to eligible members who request them.
2. The Union President will normally certify on each form submitted, the standing of the Employee and the amount to be withheld. In the absence of the President any Vice President may sign. The completed form is sent to the servicing personnel specialist (SPS) who certifies that the Employee is eligible for Union membership. The SPS will ensure that the form is forwarded to the payroll office for processing. Allotments must be effected no later than the second full pay period after receipt of the SF-1187 by the SPS.
3. The Union President or Secretary/Treasurer shall notify the SPS in writing when the Local's dues structure changes. The SPS will ensure the change is effected by the payroll office not later than the second full pay period after receipt of the notice by the SPS. The dues structure may be changed no more than twice in any twelve (12) month period.
4. The Employer will promptly notify the Union when an Employee on voluntary dues allotment becomes ineligible as a member of the bargaining unit. The Union will promptly notify the Employer if a member of the Local is expelled from the Union. The SPS, upon verification that an Employee is ineligible or has been expelled, will ensure that the voluntary dues allotment is terminated within two (2) pay periods.
5. The Employer agrees that a biweekly remittance check will be issued to the Union and forwarded to the designated AFGE official. The check will be issued at the close of each pay period for the amount of dues withheld through Employees' voluntary dues allotment during that pay period. The check will be forwarded immediately upon issuance along with a listing of the members and the amounts withheld for that pay period.

The Union agrees that when the Federal Personnel and Payroll System is fully operational, the payment of voluntary dues allotments to the Union will be made via Electronic Fund Transfer (EFT). The SPS will notify the Union as far in advance as possible and request the information necessary to implement EFT. The Union agrees to provide the information within two (2) weeks of receipt of a request. At the time of the EFT, the payroll office for the Bureau will mail a listing of the members and the amounts withheld for each to the Secretary/Treasurer for the Local.

6. The Union will provide notification when there is a change to the designated financial officer for the Local. The notification will be via memorandum to the appropriate individual in the payroll office with a copy to the SPS.
7. Any member of the bargaining unit may revoke a voluntary dues allotment by completing an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues", or via signed Memorandum. The form or memorandum must be submitted directly to the SPS. The request must be submitted within thirty (30) days prior to the anniversary date of the signature on the Employee's SF-1187. If the request is not submitted within thirty (30) days prior to the anniversary date, it will not be processed and, the Employee may not submit the form until within thirty (30) days prior to the Employees next anniversary date.

The Union President may grant permission, in writing, to process an SF-1188 at times other than the above based on the individual circumstances or financial hardship of the employee. Decisions to make exceptions to the time requirements must be made in a fair and equitable manner. It is up to the Employee to obtain the permission.

The SPS will verify that the SF-1188 is properly submitted and will ensure it is forwarded to the payroll office. Revocation of the Employee's Voluntary Dues Allotment will be effected no later than two full pay periods following the Employee's anniversary date. The Union will be provided a copy of the Employee's memorandum, or the duplicate copy of the Employee's SF-1188 as applies. The Employer agrees to provide an SF-1188 to any Employee who requests the form.

8. The Employer agrees not to charge the Local, or any member of the bargaining unit for the processing of voluntary dues allotment as described in this Article. The Employer further agrees to continue to provide this service as long as it is not against an order of a competent authority and the Local holds exclusive recognition.
9. The Employer agrees to promptly process (within two (2) pay periods) Employee allotments which may be submitted for the Union's PAC. Monies received will be forwarded to the appropriate AFGE official in the same manner as dues deductions. Employees who authorize such deductions may revoke the allotment in writing at anytime.

## **ARTICLE 16**

### **ORIENTATION OF NEW EMPLOYEES**

The Parties are committed to orienting new Employees to their new work environment in such a way as to offer them the maximum potential for success.

1. The Employer will make arrangements for new Employees to participate in the USGS orientation program at the first offering of the program after their entrance-on-duty in the Reston Library subject to workload considerations. The Employer will notify new Employees when they are to attend the program.
2. The Parties agree that the Union may conduct a one-half (2) hour orientation session with new Reston Library employees on a monthly basis. The Union will be responsible for arranging meeting space and notifying employees of the place and time of the orientation session. Employee attendance at these sessions is voluntary.
3. The Employer will notify the Union of new Employees via e-mail. The notification will include the Employee's name, organizational assignment, telephone number, and reporting date. Notification of the Union will occur as soon as the reporting date is known.

## ARTICLE 17

### WORKWEEK, HOURS OF WORK AND SCHEDULES

1. GENERAL. The workweek, hours of work and scheduling will be in accordance with this Article and the USGS Alternative Work Schedule Handbook. Employees may choose to work under the guidelines provided in this Article for either maxiflex, gliding, or compressed work schedules.
2. MAXIFLEX. Under these guidelines, Employees in the Reston Library may elect to work a schedule which allows them to better balance their personal and professional responsibilities within the parameters of maxiflex as outlined below. These guidelines apply to all bargaining unit Employees assigned to the Reston Library. Maxiflex allows a flexible work schedule identified as an Alternative Work Schedule (AWS) containing core time on less than ten (10) workdays within the biweekly pay period. Employees must fulfill each biweekly work requirement, but may vary the number of hours worked each day and each week to allow for up to two (2) days off per pay period.
  - a. Performance Requirements. The mission requirements and organizational goals and objectives of the Reston Library, as well as the established performance expectations of individual Employees, must continue to be met under the alternative work schedules allowed by these guidelines. If at any time during Employee participation, organizational effectiveness, productivity or efficiency suffer as a result of the maxiflex schedule, management may restrict the flexibilities or terminate the use of maxiflex as necessary.
  - b. Biweekly Work Requirement. Full-time Employees must work or account for by leave, credit hours or compensatory time off a total of eighty (80) hours each biweekly pay period. Part-time Employees must work or account for by leave, credit hours, or compensatory time off the total number of hours designated by their work schedule each biweekly pay period. The basic work week is Monday through Saturday, with the following restriction: Employees must satisfy their basic biweekly work requirement with work performed on Monday through Friday. Work performed on Saturday is limited to voluntarily earning credit hours or performing officially ordered and approved overtime/compensatory time. (Note: Due to timekeeping procedures, time worked on Saturdays (other than for overtime/compensatory time) may in some cases be “credited” as regular time).

- c. Length of Work Day. The workday may begin as early as 6:00 a.m. and end as late as 7:30 p.m. Unless performing officially ordered and approved overtime, Employees may choose to work a maximum of twelve (12) hours per day. Normally employees will only work 12 hours per day on an intermittent basis or to earn credit hours.
- d. Core Time. Core time is established under the USGS AWS Handbook guidelines. Core time may be established on either an individual or work unit basis. All Employees must be present at work during core time or must take leave, credit hours or compensatory time off. Alternative work days off will normally be on Mondays and Fridays with prior supervisory notification. Employees may begin and end their workday within the flexible time bands without further restrictions and may also extend their thirty (30) minute uncompensated lunch period with prior supervisory notification, as long as they complete their daily work requirement or biweekly work requirement if not on a consistent schedule, or obtain supervisory approval to account for absent time with leave, credit hours or compensatory time off.
- e. Rest Breaks. Rest periods of fifteen (15) minutes will be provided for each four (4) hours of work. Employees remain in a duty status during rest breaks. Rest periods cannot be accumulated for later use, and will not be used to lengthen the lunch period, to start work later, or to end the tour of duty earlier.
- f. Credit Hours. Credit hours may be earned only when the Employee has met the basic biweekly work requirement and circumstances warrant the additional work such as meeting deadlines, reducing backlogs, increasing productivity and efficiency, etc.
  - (1) Credit hours require supervisory approval before they may be worked or used as time off; may only be earned within the time parameters of the basic workday and within the basic workweek of Monday through Saturday; must be earned in no less than fifteen (15) minute increments; and earned in advance of taking the time off. Working credit hours is voluntary on the part of the Employee and does not accrue an entitlement to pay for overtime (premium pay). To be entitled to premium pay, the work in addition to the Employee's basic work requirement must be ordered and approved overtime or compensatory time.
  - (2) With written supervisory approval, Employees may voluntarily work up to twelve (12) hours on Saturday. Maxiflex regulations require that Employees first work their regular eighty (80) hours (or part-time work requirements) before earning credit hours. Therefore, employees working on the first Saturday of a pay period, agree to work or account for by leave, credit hours, or compensatory time at least the same number of hours during the second week.

- (3) A maximum twenty four (24) credit hours may be earned in each biweekly pay period for both full and part-time Employees. Full-time Employees may carry over a maximum of twenty four (24) credit hours from one pay period to the next. Part-time Employees may carry over no more than 1/4 of the hours in their biweekly work requirement.

Employees are responsible for monitoring their credit hour balance and insuring the maximum carry over balance is not exceeded. Credit hours in excess of the maximum carry over allowance are forfeited and do not confer any entitlement to pay. Unofficially maintained balances and arrangements “off the record” are prohibited by law.

g. Holidays. Pay for holidays under Maxiflex is limited to eight (8) hours by law.

- (1) Employees working a consistent schedule, when a holiday falls on the Employee’s AWS day off, the employee will take the day before the holiday if it falls on a Friday, and the day after the holiday if it falls on a Monday. Full time Employees must then work (or account for by leave, credit hours or compensatory time off) nine (9) or ten (10) hours on all the other days in the pay period as applies. Part time Employees must work the days and hours necessary to complete the biweekly work requirement. If the holiday falls on a work day within the pay period, the holiday then becomes the Employee’s 8-hour day and all other scheduled workdays within that pay period become 9 or 10-hour days as applies.
- (2) Employees not working a consistent schedule - The Employee will receive eight (8) hours pay for the holiday, and must then work or account for by leave, credit time or compensatory time off the remaining hours of their biweekly work requirement.
- (3) In situations where an exception has been approved and the Employee is scheduled for an AWS day off other than Monday or Friday and the Holiday occurs on the AWS day off, the Employee and the supervisor should decide in advance which day (before or after the holiday day off) the Employee will take off for the AWS day off.

h. Administrative Leave and Early Dismissal. When Employees are not required to report to work due to hazardous conditions such as inclement weather, and administrative leave is granted, Employees who are not on a consistent schedule will receive eight (8) hours. Employees who are on a consistent schedule will receive the number of hours scheduled for that day. If conditions warrant an early dismissal, Employees not on a consistent schedule will receive enough administrative leave that when added to actual time worked equals eight (8) hours. Employees who are under a consistent schedule will receive enough administrative leave that when added to time actually worked will equal the number of hours scheduled for that day.

- i. Travel, Conferences & Training Days while Actually Traveling. All related travel regulations apply. Management will make every effort to schedule actual travel during normal business hours of 6:00 a.m. to 7:30 p.m. Normally, eight (8) hours will be earned on these days. However, if actual travel time and work time exceed eight (8) hours, and with prior supervisory approval, the Employee may combine time worked with time spent traveling for up to ten (10) hours for that day. Employees cannot earn credit hours for time spent actually traveling from one destination to another.
  
- j. Crediting Time While Away from the Office on Travel, Attending Conferences or in Training
  - (1) If the office the Employee is visiting is on an 8-hour schedule, it will be presumed that only eight (8) hours of work were available on the days spent visiting that office. However, it is not necessary to automatically revert to an 8-hour day schedule while on travel. For example, when attending training or a conference while on travel, if the scheduled and required sessions exceed eight (8) hours, you may claim up to ten (10) hours worked that day for time spent in attendance within the time parameters of the basic work day. If it becomes necessary for the Employee to revert to an 8-hour day schedule, the additional hours would be reported as credit hours.
  
  - (2) After hours events such as cocktail hours, or “birds of a feather” sessions are not considered hours of work and may not be claimed as such. Commuting time to and from local training may not be claimed as hours of work.
  
- k. Time and Attendance Accounting Procedures. In order for the payroll system to properly credit Employees’ time and attendance, the Employer will make the necessary changes to the master personnel file.
  - (1) Normal timekeeping procedures apply such as: daily attendance records are to be maintained in a convenient centralized location; Employees are to record on a daily basis, the exact starting and ending times of hours worked and absent including time away for extended lunch time; and, total hours worked should be calculated and recorded on the time and attendance record, on a daily basis, including credit hours earned or used, leave or compensatory time taken, and officially ordered and approved overtime or compensatory time worked.
  
  - (2) Under maxiflex, credit hours do not accrue until the Employee has completed the biweekly pay period requirement. This does not affect the Employee’s flexibility to work credit hours, but makes a difference in the way credit hours are reported on the time sheet as follows:

If the Employee's schedule is:

M	T	W	TH	F	M	T	W	TH	F
0	9	9	9	9	8	9	9	9	9

but the Employee works this schedule:

M	T	W	TH	F	M	T	W	TH	F
2	9	9	10	9	8	10	9	9	9

the time and attendance record would show:

M	T	W	TH	F	M	T	W	TH	F
2	9	9	10	9	8	10	9	9	5 + 4 CREDIT HRS.

1. Guidance on Scheduling and Exceptions. Due to the service and support nature of our business, increased workload due to various reorganizations and new initiatives, and the number of FTE we are down, these proposals have been developed to allow for flexibilities in scheduling work while insuring maximum office coverage, safety and security practices and productivity are maintained. Employees are encouraged to work together to accommodate these organizational needs. Cooperation among Employees and dedication to maintaining effectiveness and efficiency are key to the success of maxiflex.
  - (1) Supervisors and managers should support Employees in their exercise of the flexibilities by focusing on ways to make AWS work rather than reasons why it will not work. Employees should generally not be excluded, but rather their scheduling flexibilities limited to meet specific ongoing requirements. For example, if there is a safety or security requirement for two (2) people to be in a specific office during specific times, let Employees work together to come up with consistent individual schedules which will ensure that the safety or security requirement is met. Even in this example and after consistent schedules are set, there is nothing to preclude Employees from occasionally "trading" days off, or from shifting arrival or departure times to meet personal needs. Supervisors should be informed and should not disapprove the trade offs unless the accomplishment of the work of the office would be adversely affected or create an unacceptable safety or security condition.
  - (2) Secretarial and administrative Employees who are responsible for reception duties and answering telephones should also not be excluded merely because of the perception that it is a requirement of their position that they be available for these duties on a daily basis. These Employees can also work together to set schedules and share telephone coverage and reception duties.

- (3) Conflicts involving the selection of days off or the number of or actual hours to be worked among bargaining unit Employees will be resolved in accordance with the terms of this Article.
  - (4) Major issues which may arise due to the use of and schedules regarding maxiflex may arise and should be carefully analyzed to determine their exact nature and action should be taken accordingly.
  - (5) Participation in maxiflex should not be used as a reward nor should exemption be used as discipline. Individual performance and conduct issues should be dealt with, as appropriate, under the provisions of USGS performance management guidance and the provisions of this Agreement.
- m. Exceptions - The first line supervisor (or person designated as “acting”) with concurrence of the next higher level of supervision has the authority to exclude or restrict Employees from participating in maxiflex when work requirements make such exclusions or restrictions necessary. Reasons for exclusions should be consistent throughout the Reston Library. Bargaining unit Employees may grieve an exclusion under the negotiated grievance procedure.
- (1) The Employer will notify the Union when a bargaining unit Employee is excluded or restricted from fully participating in maxiflex along with the reasons.
  - (2) Normally, Employees will be free to schedule their own work hours without a need for absolute consistency in the number of or hours worked per day, and the alternative work schedule day(s) off they select. However, where necessary for work related requirements, supervisors may require Employees to establish a consistent schedule such as selecting a specific day(s) off each pay period or a specific number of hours on certain days of the work week. Safety and security regulations may require certain groups of Employees to be exempted or restricted on a permanent basis. Otherwise, the requirement to exempt or restrict Employees scheduling flexibility should normally be temporary to meet deadlines, accommodate depleted staffing levels, required attendance in meetings or training, or special events.
  - (3) In the case of personal emergencies and/or work priorities, supervisors may allow Employees to be on an AWS day off other than a Monday or Friday on a short-term basis to accommodate the need.
- n. Participation Procedures. All Employees must discuss their participation in maxiflex with their immediate supervisor, then complete the appropriate appendix to the USGS AWS Handbook.

3. COMPRESSED WORK SCHEDULES. Employees may work either of the compressed work schedules described in this paragraph, with supervisory approval. All guidance contained in the maxiflex paragraph with regard to performance requirements, length of the workday, rest breaks, travel, conferences and training, scheduling and exceptions, available days off and participation procedures will also apply to compressed work schedules.
- a. Compressed 5-4/9. Employees on this schedule must work nine (9) hours on eight (8) days of the pay period, eight (8) hours on one (1) day of the pay period and will have one (1) AWS day off during each biweekly pay period. Employees must establish a consistent schedule by selecting the day off and the eight (8) hour day. Employees must also select a specific arrival time between 6:00 a.m. and 9:00 a.m. and must arrive at the selected time every day on which scheduled to work. Employees must then complete or account for by leave, compensatory time off, or credit hours in their existing balance, the number of hours scheduled for work on that day and the additional 2 hour uncompensated lunch break.
  - b. Compressed 4/10. Employees must work four (4) ten (10)hour days each week of the pay period, and must establish a consistent schedule by selecting the day off for each week and a specific arrival time as described in paragraph a above. The Employee must then work 10 and 2 hours from the specified arrival time, which includes the 2 hour uncompensated lunch break, for each scheduled work day.
  - c. Holidays. Employees under the compressed work schedule will be paid for the number of hours up to ten (10) for which they were scheduled to work on the day on which the holiday falls. If the holiday falls on their AWS day off, they will take the day before the holiday if the holiday is on a Friday and the day after the holiday if the holiday is on a Monday. If an Employee has been allowed to have an AWS day off other than a Monday or Friday as an exception, the Employee and the supervisor will determine the AWS day off in advance. In all cases, the AWS day off must occur within the same pay period as the holiday.
  - d. Leave. Employees must take leave or compensatory time off sufficient to cover the period of absence up to the total number of scheduled hours for that work day (up to ten (10) hours). Employees cannot switch their regular day off to cover absences.
  - e. Administrative Leave. When administrative leave is granted, Employees will be authorized up to the number of hours for which they were scheduled to work on that day(s).
  - f. Other Provisions. Under a compressed work schedule, Employees may not vary their arrival and departure times, flex lunch, earn credit hours or “swap” their AWS day off. Employees who have a credit hour balance at the time they elect to go on a compressed work schedule must use all of them, with supervisory approval, prior to beginning the

compressed work schedule.

4. 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 or shift changes, 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. Normally, Employees will not significantly change their schedule more often than quarterly.
5. SHIFT/TOUR OF DUTY CHANGES. When the Employer decides to move an Employee from one shift or 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 shift or 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 SCD date.)
    - (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.
  - b. The Employer agrees to make every effort to avoid frequent shift changes.
6. GENERAL TIME AND ATTENDANCE RESPONSIBILITIES. In order for the scheduling flexibilities offered to employees 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. Employees may obtain copies of their individual records of time and attendance or other records which are recorded in any software or electronic system upon request, and will receive any such records considered in the appraisal of their performance at the time they

are provided their performance rating.

- c. If a change is made to an Employee's records by an individual other than the employee which results in a change to the Employee's pay or charges to the Employee's leave, credit hour or compensatory time off balances, the Employee will be promptly notified of the change and the reason for it.
  - d. All systems used will have adequate protection to ensure that the Employee's privacy is protected in accordance with applicable provisions of the Privacy Act. Access to Employee records will be limited to authorized individuals. Any records used to substantiate leave abuse allegations will be provided to the Employee upon request.
  - e. 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.
  - f. The Parties agree that automated time recording systems will not be used as a time clock.
7. 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.
8. TRAVEL. The Employer will attempt to schedule travel during the regular work schedule of the Employee. Time spent away from an Employee's official duty station in a travel status is considered hours of work for overtime purposes when the travel:
- (a) involves the performance of actual work while traveling;
  - (b) is incident to travel that involves the performance of work while traveling;
  - (c) is carried out under such arduous and unusual conditions that the travel is inseparable from the work; or
  - (d) results from an event which could not be scheduled or controlled administratively, including travel by an Employee to such an event and the return of the Employee to his or her official duty station.

The Employer will consider and will normally grant requests from non-exempt Employees who wish to stay an additional night to avoid more than three (3) hours of travel during non-duty hours. Requests from exempt Employees will also be considered. Impact of travel status on AWS is covered by the AWS guidance.

9. FLEXIPLACE. The Parties agree to follow the guidelines in the USGS Flexiplace Handbook for work performed at an alternative work site.

## ARTICLE 18

### LEAVE

1. GENERAL. Leave will be scheduled, requested, approved, and used in a manner that is fair and equitable and in accordance with applicable laws and regulations. Employees have the right to use leave, the Employer approves or disapproves when the leave will be used. Leave may be requested and approved in fifteen (15) minute increments. Denial of leave will not be used as discipline. The Employer will use discretion in disclosing the nature of an Employee's absence.
  - a. REQUESTING LEAVE. Except in emergency situations and unforeseeable circumstances, Employees must request and obtain approval before the leave begins. Employees are 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 when requesting leave.
  - 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 within two (2) hours of his or her normal reporting time, unless prevented from doing so by circumstances beyond the control of the Employee. Employees are encouraged to make such requests prior to the commencement of core time when possible to assist the supervisor in making alternative plans for work assignments. An Employee may be instructed to call in at an earlier time for such requests if required by his/her job responsibilities.

If the supervisor is unavailable, messages left on the supervisor's phone or e-mail or with an acting supervisor will be acted on by the Employer within two (2) hours after receiving the call, unless prevented from doing so by circumstances beyond the Employer's control. If possible, the message left by the Employee should contain a phone number where the Employee can be reached. Approval for leave for emergency situations or illness will be granted when conditions warrant.

- c. REQUESTS FOR UNSCHEDULED NON-EMERGENCY ANNUAL LEAVE, LEAVE WITHOUT PAY, CREDIT HOURS OR COMPENSATORY TIME OFF. When Employees call 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 within two (2) hours of their normal work schedule. If the approving official is unavailable, Employees should leave a message on his/her phone or e-mail with a telephone number where the Employee can be reached. The Employer will normally act on such requests within two (2) hours of receipt. The Employee must be available for the return call. If no call is received by the Employee within two (2) hours, the leave will be considered approved.

2. ANNUAL LEAVE. It is agreed that the use of accrued annual leave is a right and not a privilege, subject to management approval when it is taken. Consistent with the needs of the Employee and the Employer, annual leave which is requested in advance will generally be approved.
  - a. When making non-emergency 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 canceled, 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 previously known commitments when not prevented from doing so by circumstances beyond the Employee's control
  - d. The Employer will explain denial of leave in writing if such request was made in writing. The Union will be notified if five (5) or more Employees are denied annual leave under the same supervisor or working on the same project or program in the same calendar year.
  - e. If work requirements prevent similarly qualified Employees within the same work group from being absent simultaneously, conflicts among bargaining unit Employees will be resolved through seniority based on the Employee's leave SCD date. This procedure should not be used to allow a 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, New Year's. This procedure will apply when choosing an AWS day off and scheduling use or lose annual leave.
  - f. Consistent with the work requirements of Union officials, they may be granted annual leave, credit hours or compensatory time off, or a combination of the three to attend Union conventions, training and conferences. Up to forty (40) hours of leave without pay may also be granted for this purpose. Use of LWOP instead of annual leave will not satisfy the requirements for the restoration of annual leave at the end of the leave year.
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 can be denied if the Employee's services are needed. Previously approved non-emergency sick leave will not normally be canceled by the Employer.
  - a. Use of sick leave is appropriate when the Employee receives medical, dental, or optical examination or treatment, or is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth, or provides care for a family member who

is incapacitated.

- b. Under the Federal Employees Family Friendly Leave Act, full-time 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, 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, full-time 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 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 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) Part-time 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. Part-time 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. Extended Family Friendly Sick Leave. Most Federal employees may use a total of up to 12 administrative workweeks of sick leave each leave year to care for a family member with a serious health condition. If an employee previously has used any portions of the 13 days of sick leave for general family care or bereavement purposes in a leave year (see 3(b) above) that amount must be subtracted from the 12-week entitlement. If an employee has already used 12 weeks of sick leave to care for a family member with a serious medical condition, he or she cannot use an additional 13 days in the same leave year for general family care purposes.

(1) A Family Member is defined as

- a spouse, and parents thereof
- children, including adopted children, and spouses thereof
- parents
- brothers and sisters, and spouses thereof
- any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

(2) A Serious Health Condition has the same meaning as used in OPM's regulations for administering the Family and Medical Leave Act of 1992 (FMLA). That definition includes such conditions as cancer, heart attacks, strokes, severe injuries, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, the flu, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise. The Employer may require medical certification of a serious health condition.

- d. 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.

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 part-time or job-sharing work assignments.
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
- (4) LWOP may be requested and may be granted for the life of the contract for an Employee for the purpose of serving in a temporary continuing basis as an officer or representative of AFGE
- (5) Up to 40 hours may be granted to pursue activities that protect the rights of workers to organize, bargain collectively, and participate through Unions in decisions which affect them, and other reasons as appropriate.

b. STATUTORY RIGHT TO LWOP.

- (1) Family and Medical Leave Act (FMLA). Eligible Employees are entitled to a total of twelve (12) administrative work weeks 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.

Supervisors are encouraged to allow Employees to schedule up to twenty four (24) hours of LWOP for the three (3) purposes cited below. This provision may become an entitlement under FLMA upon enactment of proposed legislation. Amendment to this Agreement may be made if necessitated by final legislation.

- (a) to participate in school activities directly related to the educational advancement of a child (e.g., parent-teacher conferences, school board meetings, tutoring, interviewing for a new school or child-care facility, and school sponsored activities, such as sports and recreation programs, field trips, class plays, "career day," or other volunteer activities supporting a child's educational advancement);

- (b) to accompany their children to routine medical and dental appointments, such as annual check-ups and vaccinations; and
    - (c) to accompany their elderly relatives to routine medical or dental appointments or other professional services related to the care of the elderly relative, such as making arrangements for housing, meals, telephone, banking services, and other similar activities.
  - (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. UNION OFFICIALS. LWOP may be requested and approved for up to one (1) year for an Employee who wishes to serve as a temporary officer or representative of AFGE.
  - d. 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.
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, such as hazardous weather dismissals or closures. 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, but does not include the Employee's uncompensated lunch break.

- (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.
  - e. 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.
7. ADVANCED LEAVE. The Employer will grant advanced sick or annual leave on a case-by-case basis. The maximum amount of sick leave that can be advanced is 240 hours and the annual leave advanced 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.
8. COURT LEAVE.
- a. Jury Service. Employees who are called for jury duty shall be granted court leave. The Employee may only retain payment received for actual expenses incurred. Any other payment to the Employee must be surrendered in accordance with the procedures in the Survey Manual.
    - (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 full-time and part-time 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, or unless the Employee is assigned to night 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, leave without pay, comp time, or credit hours.

9. MILITARY LEAVE. The Employer agrees to grant military leave to the fullest extent allowable.
- a. Employees who are members of a reserve component of the Armed Forces or a member of the National Guard, are entitled to use accrued military leave upon presentation of competent orders. Full-time Employees will accrue military leave at a rate of fifteen (15) days on a fiscal year basis and part-time Employees will accrue military leave at a prorated rate which is determined by dividing forty (40) into the number of hours in the regular scheduled workweek of that individual during that fiscal year. On October 1 of each fiscal year, or upon first appointment in the fiscal year, the unused military leave remaining in the Employee's account from the prior fiscal year (not to exceed fifteen (15) days) plus the military leave to which the Employee is entitled for the current fiscal year is credited to the Employee's account. This gives full-time employees the potential for thirty (30) days of military leave during a fiscal year.
  - b. If the Employee has exhausted military leave, and is called for duty, any additional period of military service may be charged to annual leave or leave without pay. Annual leave may not be substituted for military leave which is available.
10. 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 fifteen (15) minute increments
11. 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, applicable laws and

regulations.

12. 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. The specific reason for the Employee's participation will be published only with the Employee's permission. Note: A list of approved leave recipients is available via Intranet.
13. 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.
14. 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.
  - a. The Employer will normally provide a verbal warning when there are concerns regarding leave use by a bargaining unit 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 three (3) months. The period of leave restriction may be extended for a year, in three (3) 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 government wide 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 19

### PAY AND TRAVEL

1. PAY. The Employer agrees to provide accurate and timely reports of time and attendance for pay purposes to the payroll office for the Bureau.
  - a. Pay Recovery. The Employer agrees to assist any Employee who does not receive his/her pay by the Friday afternoon following the scheduled payday. The Employer will follow up with the payroll office on lost, stolen, or missing pay.
  - b. Back Pay. Any Employee who is entitled to back pay will be paid interest on back pay in accordance with applicable law and regulations.
  - c. Overtime. 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. The Employer agrees to use volunteers for overtime assignments to the fullest extent possible.
    - (1) 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.
    - (2) The Employer will give the Employee(s) advanced notice of overtime assignments as circumstances permit.
    - (3) Any Employee who is required by the Employer to return to the Bureau 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.
    - (4) 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.

- (a) 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.
  
  - (b) Employees may voluntarily work in excess of their scheduled number of hours, with 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 the USGS AWS Guidelines.
  
  - d. Night differential, Sunday, and holiday premium pay and other differential entitlements such as hazardous duty, post differential, e.g. Antarctica assignments, shall be administered in accordance with applicable laws and regulations.
  
  - e. Unemployment compensation. The Parties agree that Employees should receive any and all payments to which they are entitled.
    - (1) The Employer will file the necessary forms with the USGS unemployment compensation provider in conformance with all applicable rules and regulations and in a timely manner.
  
    - (2) The Employer will provide all bargaining unit Employees who leave the Reston Library and Federal service simultaneously with the forms necessary for filing with the State or local office of unemployment compensation.
  
    - (3) The Employer agrees to assist bargaining unit Employees in applying for benefits by providing additional information requested by State or local offices within five (5) workdays of receipt of the request.
  
    - (4) The Employer will follow all applicable law, rules and regulations when calling Employees back to work.
2. TRAVEL. All travel authorizations will be made in accordance with the Federal Travel Regulations (FTR) and Bureau procedures.

- a. The Employer will attempt to schedule official travel during the Employee's regular work hours. In instances where this is not possible or is not under the control of the Employer, Employees will be compensated in accordance with the FTR and the applicable provisions of Title 5, United States Code and the Fair Labor Standards Act.
- b. Employees on official travel will be paid the appropriate per diem rate for the geographic location to which they are assigned.
- c. With supervisory approval, Employees who travel frequently will be permitted to use an annual limited open travel authorization (TDL) in lieu of specific travel authorizations for individual incidents of travel. Procedures and forms prescribed by the Bureau travel office will be used for all TDL's.
- d. Employees on official travel are required to use the government sponsored travel charge card for all government travel related charges such as lodging, rental cars, meals and advances.
  - (1) Employees are required to use the ATM privileges associated with the charge card to obtain their authorized travel advance. Travel advances are limited to the appropriate amount for meals and incidental expenses (M&IE).
  - (2) Employees will file an accurate travel voucher normally within three (3) working days of the date they return to the office to ensure timely reimbursement. Employees are expected to pay their government sponsored travel charge card immediately upon receipt of the reimbursement for expenses. In the event reimbursement is delayed through no fault of the Employee, the Employer agrees to provide a letter of explanation to the charge card provider and any credit bureau to which the late payment has been reported.
  - (3) The Parties agree that the use of the Government sponsored credit card will be in accordance with law, rule, and government wide regulation. Exceptions and emergency situations will be handled on a case-by-case basis with the advise and assistance of the USGS/DOI travel management offices.

## ARTICLE 20

### MERIT SYSTEM - PROMOTION AND DETAIL

#### 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, labor organization affiliation or nonaffiliation, marital status, or nondisqualifying handicap. The filling of positions will be made in accordance with the merit system principles found in 5 U.S.C. 2301.
- 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 work force.

#### 2. AREA OF CONSIDERATION

- a. The minimum area of consideration will be department wide 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 determined by the selecting official.
- 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.

#### 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 120 days (see section 14d of this Article);
  - c. Details over 120 days to higher grade positions or to positions with known promotion potential greater than the position last held (see section 14d of this Article);
  - 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.
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 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 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, transfer or 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;
  - l. Promotion resulting from an Employee's position being reclassified at a higher grade because of additional duties and responsibilities (accretion of duties).
5. LATERAL REASSIGNMENTS. The Parties agree to allow bargaining unit Employees the maximum opportunity in consideration for reassignment opportunities within the Reston Library. Whenever possible, the Employer will "announce" reassignment opportunities via an e-mail to all Reston Library Employees. The Employer agrees to give fair and equitable consideration to all qualified Employees who expressed an interest.

The Parties further agree to use volunteers to the fullest extent possible when making involuntary reassignments to meet the Employees needs and when appropriate to use inverse Reston Library seniority when volunteers are unavailable or do not meet the reassignments results necessary.

6. 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. Employees currently have access to all USGS vacancy announcements through the OARS system.
- a. Vacancy announcements will include the following:
    - (1) announcement number;
    - (2) grade, title, series of position(s);
    - (3) organizational location;
    - (4) tenure of position;

- (5) opening and closing dates;
  - (6) work schedule;
  - (7) qualification requirements;
  - (8) selective placement factors;
  - (9) bargaining unit designation, if applicable;
  - (10) application guidelines;
  - (11) equal employment opportunity statement;
  - (12) security clearance requirement, if applicable;
  - (13) summary of duties;
  - (14) any special working conditions, such as rotating shifts, night work, etc.
- 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 or those who have other related disabilities.
  - c. 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.

## 7. EVALUATION PANELS.

- a. An evaluation panel comprised of three (3) subject matter experts may 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.

## 8. 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 six (6) months, 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.

9. 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.

10. 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 and Article and using the procedures outlined in Article 7 of this Agreement.
- b. The Union will provide the Bureau 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.

11. SUPERVISORY APPRAISAL. Employees may obtain supervisory appraisals 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.

12. NON SELECTED EMPLOYEE RIGHTS. An Employee may obtain the following information concerning any Merit Promotion announcement for which he/she applied for

consideration, or for which the Employee was entitled to priority consideration by making a request to the appropriate staffing specialist.

- 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 also be requested from the selecting official.

13. 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.

Any Employee who is in a career ladder position and receives a “Results Not Achieved” rating must be placed on a performance improvement plan (PIP) in accordance with Article 21.

14. 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 to which temporarily promoted. Temporary promotions of more than 120 days will be made based on competitive procedures.

- c. If there is more than one qualified bargaining unit 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.

15. VACANCY ANNOUNCEMENT APPLICATION PROCEDURES. The Parties agree that the Online Automated Recruitment System (OARS) will be the method by which Employees apply for positions. Use of a government computer within the USGS limited personal use policy is acceptable for this purpose.

16. MERIT PROMOTION PLAN. The Parties recognize and accept the necessity of a bureau merit promotion plan (MPP) to ensure the consistency of application in pay, occupational series and position titling practices. The Parties understand that the MPP is not used to prevent the appropriate classification of positions above the listed full performance level of a specific position.

## ARTICLE 21

### WITHIN GRADE INCREASES

1. 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 CFR531.404(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 CFR531.404(a)(2)).

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.

2. The Employer will prepare a new rating of record (5 CFR531.404(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.
3. Employees whose performance is at the "Results Not Achieved" level will not be granted a WGI. 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 CFR351.409(e)(2)(i) & (ii));
  - d. Identify the Reconsideration Official.
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 in presenting his/her request.
- c. With prior supervisory approval, an Employee in a duty status may use a reasonable amount of duty time, to review the material relied on to support the negative determination and to prepare a request for reconsideration.
- 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 CFR531.412(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 CFR531.410(d)).

#### 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 CFR531.412). The effective date of the WGI will be the first day of the first pay period after the acceptable determination has been made (5CFR531.412). 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 CFR531.411)
  - (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 22

### TRAINING AND EMPLOYEE DEVELOPMENT

1. COMMITMENT TO TRAINING. The Parties recognize the value of a well trained work force and the need for a well planned and executed employee development program. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development opportunities, and meeting the needs created by evolving technologies, changes in mission requirements or positions, and any special work-related needs of the Employees.
2. EMPLOYER'S ROLE. The Employer agrees to administer a training and employee development program that addresses immediate and long-range individual and organizational training requirements, and provides for the systematic identification of those needs in conjunction with the performance appraisal process. The Employer is committed to a long-term and continuous program to maintain and enhance the skills of the workforce through training and career development opportunities. The objectives of this program include, but are not limited to:
  - a. improvement of the performance of official duties as necessary in the Employees' present positions;
  - b. continuous development of Employee knowledge, skill and ability to meet changes in organizational policy, mission, technology, structure, and equipment to build competency and maintain "state-of-the-art" specialized proficiencies;
  - c. provide opportunities for performance improvement to achieve and/or maintain acceptable standards of performance for Employees whose performance in their current position is less than "results achieved," or who are struggling due to lack of training;
  - d. support the planned upward mobility of Employees at the GS-9 level and below through appropriate development mechanisms;
  - e. provide assistance for Employees adversely affected as a result of reorganizations, RIFs or personal disability to the extent allowable by law and regulations and within budget restraints;
  - f. provide diversity training to create a workforce that capitalizes on the strengths of cultural diversity;
  - g. provide specialized training in areas such as ethics, time-keeping, travel processing, alternative dispute resolution, etc.; and
  - h. provide training necessary for the development of supervisors, managers, and team

leaders such as communication, performance management, etc.

3. EMPLOYEE'S ROLE. As a part of the performance appraisal process each Employee will make known to his/her supervisor any training and/or development needs which the Employee proposes for the upcoming performance year. This information should include training and development the Employee believes would improve his/her ability to perform their current duties, to develop competencies required to meet the future needs of the organization, and any career development assistance the Employee would like to receive from the Employer. The Supervisor will review the needs expressed by the Employee and will finalize to include any further needs he/she deems appropriate in keeping with the overall objectives of training and Employee development outlined above.

Employees are responsible for the following:

- a. obtaining necessary approvals for requested training as far in advance of the course as is possible;
  - b. assuring that workload requirements are met in advance of scheduled training so that the absence from the worksite does not adversely affect mission accomplishment;
  - c. using the resulting knowledge, skill and/or ability obtained to the maximum extent possible in the performance of their duties, and sharing as appropriate with co-workers, supervisors and customers where process and/or overall performance improvement will result; and,
  - d. notifying the supervisor promptly in the event attendance at an approved training class, conference or symposium will not be possible so that the Employer may make maximum benefit of the opportunity and expenditure of funds by meeting refund deadlines or sending another Employee.
4. TRAINING ANNOUNCEMENTS. The Employer will maintain and make available current information on training sources and courses available to Employees. Employee input into identifying possible sources of training is encouraged.
  5. EQUAL OPPORTUNITY. Selection and approval for training will be accomplished in accordance with the DOI Zero Tolerance of Discrimination policy. Employees who were denied training based on budget constraints and/or work priorities shall be afforded first consideration for subsequent offerings. The Employer agrees to provide reasonable accommodation, as determined by the Employer, for Employees with special requirements, such as sign language interpreter(s) from a qualified source, accessibility for wheel chair users, appropriate lighting, etc.
  6. EMPLOYEE SELF DEVELOPMENT. The Employer encourages all Employees to enroll in educational and developmental programs on their own time and in pursuit of their own

interests. To the extent that such efforts are related to the mission and functions of the Employer and meet applicable provisions of law and regulations, the Employer agrees to provide assistance to the Employee such as work schedule adjustments and financial support to the fullest extent possible and within budget constraints.

7. SCHEDULING. The Employer agrees to schedule training, meetings, seminars, and conferences during normal business hours (8:00 a.m. - 4:30 p.m.) and/or within core hours as appropriate to the fullest extent possible.
8. EXPENSES. The Employer agrees to extend every possible consideration to the reimbursement of expenses incurred by an Employee in attendance at officially authorized and approved training, meetings, conferences, after-hours self development courses, etc. When the Employer approves the reimbursement of tuition for non-government training, the Employer is not required to include the cost of text books, but will normally do so.
9. USE OF EQUIPMENT. Employees who are attending officially authorized and approved training courses may use academic aids such as calculators, computer equipment and printers in support of their training. The equipment will be used on site and during non-duty hours. Employees must coordinate the use of specific equipment and the timing of such use with their immediate supervisor.
10. RECORDS. The Employer agrees to keep appropriate training records on each Employee.
11. UPWARD MOBILITY. The Employer agrees to make efforts to identify appropriate vacancies as developmental positions, under the provisions of upward mobility regulations or as career ladders under the merit promotion system, and provide the necessary training and development to ensure the incumbent has a full and fair opportunity for successful performance.
12. FORMAL DEVELOPMENT PROGRAMS. The Employer agrees to develop and implement, in consultation with the Union, formal development programs, as appropriate, to provide long-term training opportunities at lower grade levels and in anticipation of future strategic staffing needs. Such programs will provide the participants with an opportunity to develop a comprehensive understanding of the Reston Library operations and functions through rotational assignments and appropriate training or academic course work. Among the program objectives will be the professional development of Employees in order that they may progress into various career fields or occupational series upon program completion. Guidelines and operating procedures will be developed by the Employer and the servicing personnel office. The Union will be afforded the opportunity to provide input into the development of guidance and procedures, and the Employer agrees to give due consideration to suggestions provided by the Union. The Employer agrees to give first consideration for development program vacancies to Employees in the bargaining units. If sufficient candidates are not available, the Employer will then broaden the area of consideration to obtain additional candidates. The Employer will inform the Union if expansion of the area of

consideration becomes necessary. The flexibilities in the provisions of applicable laws and regulations including 5 CFR 410, will be used to the fullest extent possible to afford the Employees the maximum benefit.

13. CROSS TRAINING. The Parties recognize that employees should be trained in a manner to obtain the optimal amount of flexibility in the work place. Cross training employees promotes the development of new skills, and enhances their knowledge of other aspects of the Library. The Employer will make every effort to offer available cross training opportunities for interested Employees.
14. LIBRARY TRAINING COMMITTEE. The training committee will perform a variety of functions including, but not limited to: the preparation of a long-term training plan; preparation of fiscal year training plan, determine “best methods” for training delivery such as on site versus vendor provided; develop additional in house resources, obtain training information from a variety of sources; and prioritization of training needs against available resources. The specific scope of the committee’s work: the goals, objectives, charter, membership, terms of service, and schedule of meetings will be developed in partnership by the LMRC. Nothing in this Article is intended to interfere or restrict management’s rights under 7106(a)(2)(B) of the Statute.

## ARTICLE 23

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. POLICY. The Parties shall not in any way discriminate in favor of or against any individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, sexual orientation, politics, or any other criteria that are not job related, including favoritism based on a personal relationship, patronage, or previous EEO activities.

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 Act, the Civil Service Reform Act, and other controlling laws and regulations.

2. EEO COUNSELORS. The name, location, and phone number of each Bureau EEO Counselor will be posted at sites where bargaining unit Employees are located. Employees and their representative will be given a reasonable amount of official time to discuss allegation(s) of discrimination with a Bureau EEO Counselor in accordance with the official time provisions of this Agreement.
3. EEO INFORMATION. The Employer will provide the Union with copies of those portions of its Affirmative Employment Plan that pertain to bargaining unit Employees. The Employer will grant the Union access to all published EEO regulations and policies applicable to the Employer upon request.
4. SERVICES FOR EMPLOYEES WITH DISABILITIES. The Employer agrees to make reasonable accommodation for employees with physical and mental disabilities in accordance with applicable laws, rules and regulations. Reasonable accommodation may include, but is not limited to:
  - a. sign language interpreters for employees who are deaf or hard of hearing
  - b. TTY machines for deaf or hard of hearing employees
  - c. job restructuring
  - d. making facilities accessible to and usable by all employees
  - e. acquisition or modification of equipment
  - f. provide readers for persons with visual impairments
  - g. variation of work hours

h. telecommuting

i. granting of leave

5. COMMITTEE MEMBERS. The Union may appoint one (1) representative to any EEO related committee formed within the Reston Library.

## ARTICLE 24

### CLASSIFICATION AND POSITION DESCRIPTION

#### 1. POSITION DESCRIPTIONS

- a. Each Employee will be provided a copy of a position description recording the major duties and responsibilities of his/her position. Each Employee is entitled to a complete and accurate position description.
- b. To the extent possible, 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 necessary. If the immediate supervisor determines the requested change(s) are unwarranted, the Employee may seek a review by the Chief Librarian. The Chief Librarian will be the final authority on the decision of whether or not to request a classification review of the position description.
- 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. 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 25

### PERFORMANCE APPRAISAL SYSTEM

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.
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, and may be revised at any time to reflect changes in program, priorities, resources or other factors.
  - b. Performance Indicators are the pre-determined quality, teamwork, and customer satisfaction or other 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. Performance indicators are also an important consideration in determining whether an Employee should be recognized with a quality step increase.
  - 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.
  - d. The Employer agrees that the Union has an interest in the performance plan established for various occupations of bargaining unit Employees. The Employer further agrees to notify the Union prior to the development and revision of model performance plans and to give consideration to the Union's ideas and suggestions.
3. DEVELOPMENT OF PERFORMANCE PLAN.
  - a. Each Employee will participate with the rating official in the development of his or her performance plan. Groups of Employees, where appropriate, can work together to draft a single performance plan or to comment on a draft performance plan that would be applicable to all. Rating officials and Employees are expected to communicate to the

extent necessary to ensure common understanding of the meaning of Critical Results.

- b. The performance plan is in effect on the date it was signed or given to the Employee. If the Employee chooses not to sign, the rating official will document the date the plan was given to the Employee. 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 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).
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.
- a. At least two progress reviews will be conducted during the rating period. At the Employee's request the rating official will conduct quarterly progress reviews. There is no mandatory timing for the two (2) 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. While not required, the rating official is encouraged to document Employee accomplishments 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. Such documentation should include an assessment of the way in which the Employee achieved his/her critical results, for example, always met deadlines, work is consistently complete and accurate, goes above and beyond, exceeded expectations, etc.
  - 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 immediately. 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 26 at this time.

## 5. PERFORMANCE APPRAISALS.

- a. Performance appraisals shall be made in a fair and equitable manner in accordance with 5 U.S.C. 4302. Performance plans shall be applied uniformly for like duties in like circumstances.
- 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. 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) such as malfunctioning equipment, unpredicted additional work assignments, or any other unforeseen circumstances. The rating official may 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 must 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. In order to maximize the opportunity for informal resolution of appraisal disputes, Employees will receive an unsigned draft of their appraisal. Any statistical information relied on for the appraisal will be provided to the Employee with the draft. The Employee will have a reasonable amount of time, not less than five (5) days to review the draft.
- e. Employees will receive their performance appraisal (signed by the rating and reviewing official) at the official performance appraisal interview. Any records used to support the rating will be attached to the appraisal. 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.

- g. The Employer will not ask Employees to backdate performance appraisals or work plans.
  - h. Relationship of the appraisal process to performance based actions.
6. Alternative Appraisal Systems. The Parties agree to begin the process to develop a supervisory evaluation questionnaire thru the LMRC within sixty (60) days of the implementation of this Agreement.

## ARTICLE 26

### ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

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 standards in one (1) or more critical result(s) of his/her position.
  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”) (5 CFR 432.104/370, DM 430.3.6) performance. 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 standards 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 that the Employee will be given at least a 90-day opportunity to demonstrate acceptable (“Results Achieved”) performance in his or her position. The time period will be based upon the type of duties required by the position.
    - 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)
    - g. Provide for notification to the Employee during the PIP when PIP requirements are not being met.
- NOTE: Neither the Union nor the Employee may grieve the notice described above. This does not preclude the Union or the Employee from filing an appropriate grievance on the performance appraisal.
3. At the end of the opportunity period specified in the PIP, the supervisor will reevaluate 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 within one (1) year 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) and 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 any proposed action, 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. At the Employee's request, a Union representative may be present during the oral reply.
  - (3) The advance notice period may be extended for a period not to exceed thirty (30) additional calendar days by the Chief Librarian, 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 in any critical result, 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 U.S.C. 4303(d)).
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 least seven (7) calendar days 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.)

5. If the Employer's final decision is to effect an action based on unacceptable performance against a bargaining unit Employee, the Employee may appeal the decision to the Merit Systems Protection Board (MSPB) or file an EEO complaint in accordance with applicable law, or file a grievance under the negotiated procedures and is entitled to Union representation. Under no conditions may an Employee file a grievance and appeal an action based on unacceptable performance to MSPB or file an EEO complaint.
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 except for removal. When the proposed action is removal, the Employer agrees to extend the proposal notice period up to the amount of time equal to the Employee's sick leave balance if the Employee provides evidence of application for disability retirement within the initial thirty (30) day notice period. The extended period may include any period of leave for which the Employee receives through approved leave share donations.

The Employee will be placed on sick leave/donated leave during the extension. In no case will the extended notice period go beyond the OPM decision on the application for disability retirement. If approved, the Employee must effect his/her retirement within two (2) weeks or the period ends. If disapproved, the extended proposal period will end two (2) weeks after the date of the disapproval.

## ARTICLE 27

### DISCIPLINARY AND ADVERSE ACTIONS

1. POLICY. The Employer endorses and adopts the concept of progressive discipline. The procedures described in this Article will be used for disciplinary and adverse actions and, when practical, will be taken on a progressive and constructive basis. Employees will normally be given oral warnings and/or written counseling prior to the administration of formal disciplinary measures.

The Parties agree that emphasis should be placed on preventing situations which may result in disciplinary action. The Parties also agree that the objective of disciplinary measures is to correct, rehabilitate, and maintain discipline and morale among the other employees. Accordingly, it is the policy of the Employer that the minimum penalty which can reasonably be expected to achieve these objectives will be administered. However, nothing in this agreement shall preclude the Employer from imposing more severe disciplinary action when deemed appropriate for a major offense based on the individual circumstances of a given case.

All formal disciplinary actions shall be effected in a prompt, fair, and equitable manner with each employee's rights fully protected. In deciding what, if any, penalty is appropriate, the employer should consider the Douglas Factors, listed below, and any other factors that may be relevant in the particular case.

#### DOUGLAS FACTORS

- The nature and seriousness of the offense and its relation to the Employee's duties, position, and responsibilities.
- The Employee's job level and type of employment, including supervisory or fiduciary role.
- Any past disciplinary record.
- The past work record, including length of service, performance, ability to get along with fellow Employees, and dependability.
- The effect of the reasons for action on the Employee's ability to perform satisfactorily and on supervisor's confidence.
- Consistency of the penalty with those imposed on other Employees for the same or similar offenses.
- Consistency of the penalty with any applicable agency table of penalties.

- The notoriety of the offense or its impact on the agency's reputation.
- The clarity with which the Employee was on notice of any rules violated in committing the offense or had been warned about the conduct in question.
- Any potential for rehabilitation.
- Mitigating circumstances surrounding the offense.
- The adequacy and efficacy of alternative sanctions to deter such conduct in the future by the Employee or others.

No Employee will be the subject of an adverse action except for reasons that will promote the efficiency of the service. Discipline of Employees will be consistent with applicable laws, regulations and this Agreement, and be administered in a fair and equitable manner.

2. DISCIPLINARY ACTIONS. A disciplinary action for the purpose of this Article is a written warning or reprimand.
  - a. WRITTEN WARNING. A written warning is a statement given to an Employee for an act of misconduct or performance deficiency when oral warnings and/or written counseling has not resulted in improvement or is not expected to do so. A written warning will be in the form of a memorandum describing the reasons for the warning and will notify the Employee of a standard, which if not adhered to, may result in more severe disciplinary action being imposed.

The warning will not be placed in the Employee's Official Personnel (OPF), but will be retained in the Employer's files for six (6) months. The warning will be removed from the Employer's files and destroyed under the following circumstances:

- (1) after six (6) months if no further action has been taken based on the warning;
- (2) when the Employee leaves the Department in less than six (6) months; or
- (3) within less than six (6) months if the Employee's improvement of conduct or performance so warrants.

The warning may be retained in the Employer's files for an additional six (6) months from the date of any additional misconduct which occurs during the original six (6) month warning period. The Employee will be provided two (2) copies of their letter of warning. The additional copy may be provided to the Employee's Union representative at the Employee's discretion.

- b. REPRIMAND. A reprimand is a statement of censure in the form of a letter given to an Employee for misconduct, or misconduct coupled with unacceptable performance, of

such concern that a semi-permanent record of the incident should be established. This censure may also be given due to repetitive minor incidents of misconduct or performance deficiencies, for which the Employee has already been counseled. The official Letter of Reprimand will:

- (1) describe the reasons for its issuance;
- (2) advise the Employee that a copy of the reprimand and any written explanation that he/she may furnish will be placed in his/her OPF;
- (3) explain the Employee's right to Union representation;
- (4) explain the right to grieve the issuance of the reprimand under the negotiated grievance procedure; and
- (5) a statement of the withdrawal provisions.

The reprimand will remain in an Employee's OPF for one (1) year from the date on the letter. The reprimand will be withdrawn from the OPF and destroyed under the following circumstances:

- (1) after one (1) year if no further misconduct has occurred nor action has been taken on the case;
- (2) when the Employee leaves the Department within the one (1) year period (except in a transfer of function); or
- (3) any time within the one (1) year period if the employer determines the Employee's conduct so warrants.

The reprimand may be retained in the OPF for an additional one (1) year period from the date of any additional misconduct which occurs during the original one (1) year period. The Employee will be provided two (2) copies of the letter of reprimand. The additional copy may be provided to the Employee's Union representative at the Employee's discretion.

3. ADVERSE ACTIONS. An adverse action for the purpose of this Article refers to a suspension, removal, reduction in grade or pay, not at the Employee's request, or a furlough of thirty (30) days or less. The following procedures will be followed:

ADVERSE ACTION - GRIEVABLE UNDER NEGOTIATED GRIEVANCE PROCEDURES

- a. SUSPENSION FOR 14 CALENDAR DAYS OR LESS. An Employee against whom a suspension of fourteen (14) calendar days or less is proposed is entitled to:

- (1) a fifteen (15) calendar day advance written notice that provides the following information:
  - (a) the specific reason(s) for the proposed action, including regulatory and/or legal cites;
  - (b) an explanation of the Employee's right to be represented by an attorney or Union representative;
  - (c) an explanation of the Employee's right to answer orally and/or in writing within ten (10) calendar days after receipt of such notice, and to submit affidavits or other evidence in support of his/her answer, including medical documentation (as defined in 5 CFR 339) to support any medical condition alleged to have contributed to the misconduct upon which the proposed suspension is based;
  - (d) the name and title of the management official (deciding official) to whom any response(s) should be addressed and who will make the final decision; and
  - (e) a statement signed by the Employee to acknowledge his or her receipt of the letter and the date of the receipt.
- (2) review, or have a designated representative review, the material relied upon to support the reason(s) given in the proposed suspension notice and be provided a copy upon request. (The name and address of the person who can arrange the review will be included in the proposal notice.)
- (3) be approved to use a reasonable amount of duty time, based on the complexity of the case, to review all the evidence and the material relied on to support the charge(s), to secure affidavits or other written statements, and to prepare an answer to the notice. In order to use official time, the Employee must be in an active duty status and must obtain approval in advance from the immediate supervisor.
- (4) A written decision at the earliest practicable date that:
  - (a) considers only the reason(s) specified in the notice of proposed action.
  - (b) considers any response made by the Employee or the Employee's representative, any medical or other documentation furnished, and any entitlement to reasonable accommodation under 29 CFR 1614.203(c).
  - (c) specifies the reason(s) for the decision.
  - (d) specifies the employee's right to file a grievance under the negotiated grievance procedure with Union representation or an EEO complaint.

(e) includes a statement to be signed by the Employee to acknowledge his or her receipt of the letter and the date of the receipt.

The Employer will deliver the notice of decision specifying the date of suspension at or before the time the action will be effective. The Employee will be provided two (2) copies of the decision. The additional copy may be provided to the Employee's Union representative at the Employee's discretion.

ADVERSE ACTIONS - GRIEVABLE UNDER NEGOTIATED GRIEVANCE  
PROCEDURE OR APPEALABLE TO THE MERIT SYSTEMS PROTECTION BOARD

b. SUSPENSION FOR MORE THAN 14 CALENDAR DAYS, REMOVAL,  
REDUCTION-IN-GRADE OR PAY, OR FURLOUGH FOR LESS THAN 30 DAYS.

The employee entitlement and notice content for these actions will include the items described in Section 3 above, with the following exceptions or additions:

- (1) The Employee will receive thirty (30) days advance written notice unless there is a reasonable cause to believe that the Employee has committed a crime for which a sentence of imprisonment may be imposed (5CFR 752.404(d)(1)) or the furlough without pay is due to unforeseeable circumstances or sudden emergencies requiring immediate curtailment of activities (5CFR 752.404(d)(2)); and
- (2) The received written decision will state the Employee's right to either appeal the decision to the Merit Systems Protection Board (MSPB) or the EEOC if applicable, or to file a grievance under the negotiated grievance procedures, but not both. The Employee will also be informed that he/she will be deemed to have exercised his/her option to raise the matter under one procedure at the time that the Employee files a timely written grievance or files a written appeal under applicable MSPB procedures.

The Employer will deliver the notice of decision at or before the time the action will be effective. The Employee will be provided two (2) copies of the decision. The additional copy may be provided to the Employee's Union representative at the Employee's discretion.

c. ACTIONS BY THE DECIDING OFFICIAL. The deciding official will base the decision upon the evidence available. If the deciding official determines any of the charges cited in the proposal notice are not sustained by the evidence, those charges may not be relied upon in deciding on the appropriate action. The deciding official must then determine whether the sustained charges warrant the action proposed. The deciding official has the authority to:

- (1) withdraw the proposed action;
- (2) to reduce the proposed penalty, but may not impose a more severe action than that proposed;

(3) to effect the proposed action; or

(4) to propose or implement an abeyance, last chance or other form of agreement.

4. UNION REPRESENTATION. Bargaining unit Employees are entitled to Union representation during investigations under the provisions of Weingarten rights. The Union has a right to be present at a meeting related to disciplinary and adverse actions, that meets the definition of a formal discussion, and upon the Employee's request, at the presentation of any oral reply.
5. CONFIDENTIALITY. Disciplinary and adverse actions are matters of personal privacy and will be accomplished confidentially. Interviews and inquiries will be conducted privately and in such a manner as to minimize personal embarrassment of bargaining unit Employees. The number of persons involved in a particular action will be decided on the individual's need-to-know. Information relating to such actions will only be released to individuals with a legitimate need-to-know, or upon the signed authorization of the Employee.
6. PRELIMINARY INVESTIGATION. Prior to taking a disciplinary action or issuing a proposed notice of adverse action, the Employer may undertake fact-finding discussions and/or investigations deemed necessary to fully understand the facts of the situation at hand. A bargaining unit Employee who is examined in the course of such fact-finding has a right to be represented by the Union if the conditions prescribed under Weingarten are met or the meeting is a formal discussion. If the Employee requests representation, the examination will not begin or continue until a Union representative has been given a reasonable opportunity to be present.
7. TIME FRAME FOR REPLIES. The periods of time for reply or decision indicated in the procedures above may be extended by mutual agreement of the Parties. Each request for an extension will be considered on its own merits and on a case-by-case basis. If requested by the Employee, a local Union representative may be present during an oral reply.
8. LIST. The Employer will provide the Union with an annual summary of disciplinary and adverse actions of bargaining unit Employees. This list shall include the position held, Section Bargaining Unit Status, proposed charge and final decision/action.

## ARTICLE 28

### SEXUAL HARASSMENT

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.
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.
3. An Employee may seek the services of an EEO Counselor to process the employee's complaint of sexual harassment. 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. The Employer agrees to honor to the fullest extent possible within available resources any counselor preference the Employee may have.
4. Individuals may report any incident of sexual harassment to the Inspector General (IG) either by calling (800) 424-5081 (toll free) or by writing to Post Office Box 57016, Washington, D.C. 20037. If an Employee elects not to contact an EEO Counselor or the IG, the Employee may contact the immediate supervisor, branch chief, the servicing Employee Relations Specialist, or the Bureau Labor Relations Officer to report incidents of sexual harassment. 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.

5. 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.
6. 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, but not both. 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 was determined to have violated the sexual harassment policy.

7. The Employer agrees to provide access to the EEOC Guidelines on sexual harassment to the Union upon request. The Union may make a reasonable number of copies of any portion of the Guidelines.

## ARTICLE 29

### AWARDS AND RECOGNITION PROGRAM

1. The Employer and the Union agree that substantial benefits will occur through energetic sponsorship and maintenance of an awards program and that awards will be distributed in a fair and equitable manner. 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.
2. The Program shall be administered 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.
3. The Employer will provide the Union with an annual list of awards presented to bargaining unit Employees which will include organizational location, series, grade, and type of award.
4. When an Employee performs exceptionally and receives an award, the award will be processed promptly and a congratulatory letter, or award certificate will accompany the award.
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, 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, 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.

## ARTICLE 30

### WORK TEAMS

1. The Employer embraces the goals of increased customer satisfaction, efficient work practices, and employee empowerment.
2. The Employer will use a variety of work teams due to the diverse nature of the work and the grade structure of positions.
  - a. Teams will vary in the levels of responsibility and authority.
    - (1) Some teams will be made up of members who will be able to perform all the work assigned to the team, and therefore, may perform the work assigned to all of the other members of the team.
    - (2) Some teams will be made up of members with a high degree of skill specialization, and each member will be responsible for specific aspects of the team's assignment.
    - (3) Fully empowered or "self-directed" teams may exist if the work and organizational culture will support this approach.
      - (a) These teams will have "coaches" and not traditional managers.
      - (b) The team, by its members, will have responsibility for work scheduling and execution, continuous improvement, and training programs.
    - (4) As teams develop over time, and the skills of the members increase such as experience and skill in balancing authority and accountability, they may move from the traditional "team leader" composition to a fully empowered or "self-directed" team.
  - b. The Employer reserves the right to determine team membership, assignments, authority and operation.
  - c. Permanent Team Leader positions may replace former supervisory positions in some cases. These Team Leaders will facilitate communications and work administration on a permanent basis. Permanent Team Leaders will receive 40 hours of supervisory training to include eight (8) hours of performance management training normally within one (1) year of their appointment as a team leader to the fullest extent possible and within budget constraints. If consistent with classification parameters, permanent Team Leaders may exercise delegated supervisory authorities.

3. The Employer may use temporary or “ad hoc” teams for specific projects or to address particular issues including process improvement teams.
  - a. Team members will be assigned to these teams based on the specific skills or knowledge needed for a particular assignment.
  - b. Membership may be on a part time or full time basis and may cross organizational boundaries.
  - c. Leadership of these teams will come from a variety of sources. For example, leaders may be appointed by management or elected by the team.
  - d. Normally, these teams will be disbanded once the project or task is completed.
4. The Parties agree that the establishment of process improvement teams will benefit the Reston Library, its employees, and its customers.
  - a. Such teams can be expected to improve communication and feedback among team participants, and facilitate the development of a shared sense of purpose and identity among all Employees which will create an environment where the respectful constructive expression of diverse viewpoints is encouraged and valued; develop the collective knowledge, skills and abilities of all Employees to work in an environment of Employee empowerment and produce measurable improvement in the quality of services delivered; and develop the capacity of the Reston Library in the areas of problem identification, diagnosis and resolution, and the evaluation of customer satisfaction and product quality.
  - b. Process improvement teams will be defined as Reston Library-wide, Intra-Branch, and Activity teams.
    - (1) Reston Library-wide teams may deal with issues, problems and processes that have impact on the entire organization. Members of these teams will be from all sections and will be selected based on a combination of nominations and volunteer solicitation for qualified individuals. In some cases individuals from outside the Reston Library should be members of these teams such as subject matter experts from facilities, security, personnel, customers or others who are involved in the process, etc. Normally, the Chief Librarian or the appropriate Section Chief will serve as the Action Official who will advise the team and will be responsible for the coordination of the team’s work. Actual team leadership will be decided by the team advisor or by the team as appropriate. The team report will be forwarded to the Chief Librarian, and the LMRC through the Action Official. The Action Official and/or the Team Leader will provide written performance feedback to the immediate supervisor of each Employee serving on the team to be used by the supervisor when completing the Employee’s annual appraisal.

- (2) Intra-Section Teams may deal with issues, problems and processes which are isolated to the work of a particular branch or office. Members of these team will normally be assigned by the Section Chief in consultation with the immediate supervisors and section chiefs. The Section Chief will serve as the Action Official and will advise and coordinate the work of the team. These teams are strongly encouraged to invite non-branch members who may be customers, individuals from other divisions who have successfully implemented programs or processes similar to those the team is charged with developing, or subject matter experts from elsewhere in the USGS. The team report will be forwarded to the Chief Librarian and the LMRC through the Action Official. The Action Official and/or the Team Leader will provide written performance feedback to the immediate supervisor of all participating Employees for use in completing the Employee's annual appraisal.
- (3) Activity Teams may deal with issues, problems and processes which cross branch lines, but which do not have Reston Library-wide impact, such as help desk/computer support specifics, outreach, research projects, etc.

Membership of these teams will be based on the cross-functional/branch requirements for the specific issue and will come from nominations and the solicitation of qualified volunteers. The Action Official for these teams will normally be the Section Chief with primary responsibility for the process outcome, and will serve as advisor and coordinator for the team. The team leader may be appointed or elected by the team as appropriate. The team report will go to the Chief Librarian and the LMRC through the Action Official and other Section Chiefs whose functions are directly concerned. The Action Official and/or Team Leader will provide written performance feedback to the immediate supervisor for each participating Employee.

- c. Any Employee, Group of Employees, Supervisor, Manager or the Union may suggest a topic, process, activity or problem for review or study by a PIT. The suggestion must be in writing and include sufficient information to explain the problem, issue, activity, etc. Suggestions may be given to either the Union or the Chief Librarian. Whichever Party receives the suggestion will promptly forward it to the other Party. Each month during the LMRC meeting, any suggestions received since the last meeting will be addressed. Similar suggestions will be combined as appropriate. The LMRC will determine which type of PIT is needed, its makeup, specify any desired parameters, and determine the appropriate Action Official. The Chief Librarian will refer the suggestion for action by the designated Action Official.
5. The Employer agrees to be a positive model of teamwork by practicing participative management, consensus decision making, and empowering Employees to the fullest extent possible, and is committed to the long-term implementation of the team concept to ensure that self-management concepts become part of the organizational culture.

6. Section Chiefs will normally coordinate the activities of cross-functional teams, provide guidance, advice, leadership and managerial assistance to subordinate supervisors and team leaders. They are responsible for providing an equal opportunity for all Employees in accordance with law, regulations and the provisions of this Agreement.
7. First level supervisors may delegate supervisory-type duties to the team leader or the team as appropriate.
  - a. The Supervisor retains the authority and accountability for the supervision of assigned Employees. This includes the responsibility for coaching and developing Employees to their fullest potential, and facilitating a work environment where team work is valued.
  - b. Supervisors are responsible for accommodating Employees with disabilities and for compliance with applicable laws, regulations and provisions of this Agreement.
8. Operating procedures for leave approval, time and attendance, performance appraisals, awards, discipline, training, etc. will be in accordance with laws, regulations and the provisions of this Agreement.
9. The Employer will provide team related training as part of its on-going training and developmental program as described in this Agreement to the fullest extent possible and within budget constraints.
10. The Parties agree to use the appropriate procedures for determining the bargaining unit status of team leaders.

## ARTICLE 31

### CONTRACTING-OUT

1. GENERAL. The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues. Specifically,
  - A. The Employer shall provide the Union, without charge, all FAIR ACT listings affecting bargaining unit employees to include who is performing the work. This list shall be current as of the effective date of this agreement.
  - B. The Employer agrees to comply with all provisions of the Federal Acquisition Regulations (FAR), 48 CFR Section 7.3, et seq., OMB Circular A-76, this Agreement and all other laws, rules and regulations concerning contracting out.
  - C. The Employer agrees to notify the Union, in writing, and consult regarding any anticipated review of a function for contracting out that could affect bargaining unit positions as required or allowed by law, rule and regulations, OMB Circular A-76 and its supplement, and this Agreement.
  - D. The Employer's oversight or advisory group will include a Union representative during the conduct of a cost study.
  - E. The Union shall have the opportunity to review and make comments on the Employer's submission to the annual "OMB Circular No. A-76 Inventory" as required by Part 1, Chapter 1, Paragraph F and Appendix 2 of the Circular's supplement.
2. JOINT PARTICIPATION. At the earliest possible states of development prior to the determination of whether or not to contract out a function, the Union will have an opportunity to participate in the development of supporting documents and proposals, including, but not limited to: the development of the performance standards, performance work statements (PWS), management plans/management efficiency studies, the development of the most efficient operation (MEO) study, the development of in-house and contract cost estimates, and any other information used in the development of the above documents. The Union will have the opportunity to consult with management at least monthly. In addition:
  - a. The Employer shall notify the Union, in writing, when a contracting study is underway.
  - b. A Union representative will be permitted to be present during the "walk through" held for potential bidders.

3. INFORMATION. The Employer agrees to provide information related to contracting out as follows:
  - a. Upon request, the Employer will provide to the Union copies of information relative to contracting out, to the extent permissible by law, rule and regulation.
  - b. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union for comment. The Union will be given the opportunity to review the document and submit comments before final receipt of offers from the private sector. Private sector offerors shall comment as provided by the FAR.
  - c. As information becomes available, briefings will be held with effected bargaining unit employees for the purpose of providing timely information concerning CA studies. The Union will be given the opportunity to be represented in such briefings.
  - d. The Employer shall notify the union of its intention to solicit bids for contract work which may adversely affect bargaining unit Employees.
4. EMPLOYEE RIGHTS. The Employer recognizes that an Employee's refusal of an offered position with the contractor shall have no effect on any statutory right of the Employee.
5. TRAINING MATERIALS. The Employer will promptly provide to the Union all training materials which the Bureau has (if any) on preparation of a commercial activity review. These materials may include written and video training materials on preparation of a commercial activity review including the Performance Work Statement, the Most Efficient Organization, the Cost Comparison, and the Administrative Appeal Procedure. The Union shall be included in any training sessions the Bureau conducts on preparation of a commercial activity review.
6. CONTRACTED OUT POSITION OR FUNCTION. The Employer will make every effort to assure that the contractor fulfills the contract obligations before assigning duties designated under the contract to be performed by bargaining unit Employees.
7. BID OPENING. The Union reserves the right to provide a representative at any bid opening that affects bargaining unit Employees. The choice of representative may not violate any law, rule, or regulation, or the rights of the individual selected as the Union representative.
8. PERSONNEL AFFECTED BY CONTRACTING-OUT. The Employer agrees to reduce the impact on bargaining unit Employees when a function is contracted-out to the fullest extent possible. To the extent possible, consideration will be given to placement of affected Employees through reassignments or retraining.

9. UNION REPRESENTATION. The Employer will afford the Union the opportunity to appoint a representative to attend those meetings with third-party organizations to discuss/explore avenues for contracting-out additional activities that would affect bargaining unit Employees. The Employer will provide the Union representative with copies of correspondence announcing such meetings and that which is provided to other attendees.

## ARTICLE 32

### HEALTH AND SAFETY

1. INTRODUCTION. Employer agrees to promote working conditions that protect the environment, provide safe working conditions, and 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 and to obey established safe practices and established directives.
2. INSPECTIONS. The Employer shall conduct an annual safety and occupational health inspection of all work areas affecting conditions of employment of bargaining unit employees. These inspections will include air and water quality, air flow, temperature, lighting, and other environmental factors. A copy of the findings and results shall be furnished to the Union. 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. If produced, a report will be provided to the Union as soon as practicable following the emergency inspection. In addition to the annual inspection initiated by the Employer, bargaining unit 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.
3. KNOWN HAZARDS. Employees and the Union are to be notified as soon as practicable of known hazards in the work place affecting bargaining unit 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. At the request of an Employee or the Union, the Employer will investigate alleged unsafe working conditions. 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 instructions 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.
  - d. The Employer will maintain updated Material Safety Data Sheets (MSDs) on all hazardous material used and will ensure that all protective equipment and safety precautions listed on the MSDs are in place. The sheets will be located where the material is stored and in areas where the material is used. Employees using the material will have access to the MSDs and will be provided copies, upon request. The Parties agree hazardous materials use will be under the following guidelines:
    - (1) The Employer will use the most environmentally friendly materials for operations that require the use of hazardous materials.
    - (2) The Employer will ensure the proper disposal of hazardous wastes.
    - (3) Supervisors and Employees who work with hazardous materials will be trained in environmentally safe uses and practices.
    - (4) The Employer agrees to obtain updated information regarding the environmental aspects of hazardous materials handling, and amend it's practices on an annual basis.
    - (5) The Employer will inventory all environmentally hazardous material in the workplace annually for the purpose of proper disposal of any hazardous material no longer in use.
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. Hearing impaired Employees are strongly encouraged to wear the beepers, which have been issued to them, at all times while

on agency premises, to keep them informed of required actions in the event of an emergency. The Employer will coordinate a test of all beepers in January and June or upon request of an Employee. To further protect the hearing-impaired Employee in the event of an emergency, the use of a "buddy system" is encouraged. In the event of an emergency, supervisors and handicap monitors will ensure the evacuation of Employees with disabilities. For safety reasons, supervisors, particularly those on the night shift, should be conscious of the location of their Employees; and Employees are expected to keep their supervisors informed of their whereabouts at all times.

5. SAFETY COMMITTEE. The Reston Library Safety Committee will meet periodically to advise the Employer on matters related to health and safety. The Union may appoint three (3) representatives to serve as members. The representatives must attend appropriate training. These representatives shall be on official time while performing safety committee responsibilities, in accordance with the official time provisions of this Agreement. The Parties agree to review the current safety committee activities and determine the function to be performed by the committee in the future in the LMRC.
6. TRAINING. Union representatives on the safety committee may attend health and safety training sessions provided by the Employer which concern the safety of bargaining unit Employees.
7. JOB-RELATED TRAUMATIC INJURY AND OCCUPATIONAL DISEASE. The Federal Employees' Compensation Act (FECA - 5 U.S.C. 8101 et seq.) is administered by the Office of Worker's Compensation Programs (OCWP) 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 to employment-related disease.
  - a. In the case of an injury, the Employee should first obtain emergency medical or first aid treatment as appropriate. The USGS Health Unit may be used for this purpose.
    - (1) Employees should report all job-related injuries to their 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 appropriate forms from the MAC Administrative Office or the Bureau 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(s) should promptly complete the appropriate portion of the form.
    - (2) An Employee who sustains a disabling traumatic job-related injury may request 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) days.

- (b) Compensation for loss of wages beyond the period of COP may be claimed by filing the appropriate form with OWCP.
- (3) The Employee should obtain an authorization for medical treatment (CA-16) prior to going to the doctor, and should also provide OWCP form 1500 to the doctor for the purpose of submitting bills for administered treatment.
- b. In the case of an occupational disease or illness, the Employee must file the appropriate form 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 supervisor's work-related accidents which result in damage to government-owned or leased property in accordance with applicable regulations.

#### 8. HEALTH SERVICES AND PREVENTIVE MEDICINE

- a. The Employer will provide medical surveillance examinations of individuals exposed to hazardous environments in accordance with applicable regulations. Employee time spent for examinations, briefings, consultations, immunizations, etc., pursuant to the Employer's safety and health program is considered duty time.
- b. The Employer will provide and maintain convenient first aid kits, eye wash stations, etc. The Reston Library Safety Committee will monitor the availability, locations, conditions and use of the first aid kits, eye wash stations, fire extinguishers, and other first aid materials, consistent with the recommendations of the bureau safety office. 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 bargaining unit 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 MAC bargaining unit Employees are located. The Employer will provide smoking areas outside the building at designated atriums, patios and areas of the grounds to accommodate the needs of Employees who smoke. The Employer will also offer educational programs to assist smoking Employees who wish to quit as allowed within budget constraints.

- 9. VIDEO DISPLAY TERMINAL (VDT) OPERATORS. A VDT operator is an Employee who continuously operates a VDT for six (6) or more hours per day. VDT operators are

entitled to a five (5) minute rest break each hour of operation; Employees remain in a duty status during the rest breaks. VDT operators may be rotated to other duties from the VDT where the Employer finds this practical or necessary. The Employer agrees to provide such preventative measures as appropriate and in accordance with law, rules, and regulations, such as anti-glare screens, changes to lighting, adjustable tables and chairs, etc.

10. 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 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 23, Disciplinary and Adverse Actions, of this Agreement.
  - e. The Employer agrees to add violence in the workplace related training to the cadre of courses provided by the EAP.
11. The Employer will provide a vision care program in accordance with applicable laws, rules, and regulations in those cases where Employees meet established criteria. The Employer agrees to fulfill it's responsibility with regard to the OWCP process for Employees who may file a claim related to the deterioration of vision.

## ARTICLE 33

### PERSONNEL RECORDS/EMPLOYEE RECORDS

1. The Official Personnel Folder (OPF) is the official repository for required records affecting an Employee's status and Federal employment. The OPF provides the basic source of factual data about the Employee's Federal employment history and is used primarily by the USGS Office of Personnel in determining qualifications, employment status, computing length-of-service, and providing information needed in providing personnel services.
2. Material will be filed in the OPF in compliance with applicable rules and regulations. The Employer will assure that OPF's are maintained in accordance with applicable Privacy Act requirements. The Employer is responsible for ensuring that appropriate documents are forwarded to the personnel office for inclusion in Employee's OPFs such as SF 182 (Training), awards, documentation of details, etc.
3. Under the following conditions, each Employee and/or his/her personally designated representative will, upon request, be provided access to examine any documents contained in the Employee's OPF, except for any records restricted by law and/or regulation, and may request reasonable copies of the documents.
  - a. The Employee provides written authorization for the representative to be granted access to the records. Such authorization must state the specific records concerned or provide authorization for the representative to view "any and all records maintained and releasable."
  - b. The Employee and/or representative must schedule an appointed time to view the records.
  - c. The records will be reviewed in the general presence of those having custody of the files.
  - d. Under no circumstances may the Employee or his/her representative personally add to or remove from the contents of the file(s) being reviewed.
4. If an Employee believes information contained in his/her OPF is incorrect in context or should not be included in his/her records, a written explanation should be provided to the Personnel Office. The Personnel Office will review the OPF, and inform the Employee of action(s) taken or the reason(s) for no action being taken.
5. Employees may submit the original or official and untampered copies of documents they believe to be missing from their OPF. However, the Employer retains the final authority to determine if the filing of such documents in the OPF is appropriate and/or lawful.

6. Copies of all unfavorable material (such as letters of reprimand, suspension, etc.) will be provided to the Employee before being placed in the OPF. Employees shall be advised of the length of time the Employer intends to maintain unfavorable material in the OPF. Normally, this information will be provided to the employee through the decision letter and/or SF-50 affecting the action.

Any Employee who receives written material described above, will be required to acknowledge receipt by signing the receipt copy of the document. If the Employee refuses to sign, the supervisor will notate the date on which the material was provided to the Employee and indicate the Employee's refusal to sign.

7. Authorized Bureau personnel may inspect an Employee's OPF and other related files on a need-to-know basis
8. Authorized personnel who are not employed by the Bureau may inspect an Employee's OPF only after producing appropriate credentials. To the extent allowable, the Employee will be notified of the inspection including the name and firm of the person who inspected the records.
9. Records maintained by the Employer that are not in the OPF and that contain personal information about Employees such as time and attendance records, performance evaluations, records of disciplinary discussions, and similar material will be adequately secured to prevent inappropriate disclosure. The Employer will maintain such records in accordance with applicable Privacy Act requirements, and records disposition guidance.
10. The Parties recognize that notes of a performance or conduct-related nature may be maintained within supervisory files. This includes records of any disciplinary or performance discussions between the Employer and the Employee. Records of any formal performance or disciplinary action (s) taken must be maintained in accordance with the Bureau's records retention schedule.

## **ARTICLE 34**

### **DRUG TESTING**

1. Drug Testing. The Employer, as part of its responsibility to provide a drug-free workplace will administer the HHS Drug and DOT Drug and Alcohol Testing programs in accordance with applicable laws and regulations.

## **ARTICLE 35**

### **INDEMNITY OF EMPLOYEES**

Consistent with laws and regulations, the Government may provide legal representation for Employees against whom suit is brought in a Civil or Criminal Court based upon activities alleged to be within the scope of their official duties, and may assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties in accordance with applicable laws, rules and regulations. Upon request, the Employer agrees to provide information, guidance, and assistance to Employees who are considering and making a request for such legal representation.

## ARTICLE 36

### OFFICE MOVES

1. The Parties agree that the physical movement of individual or organizational group of bargaining unit Employees may be necessary due to a reorganization, or to promote the efficiency of operations and/or the efficient use of allocated office space.
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 bargaining unit Employees into comparable or better working space and areas.
  - c. Newly constructed office space will be at least 64 square feet and whenever possible will be 80 square feet.
  - 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. Where groups are moving or space is being reconfigured, the Employer will solicit Employee wishes when assigning individual office space within organizational units and that “tie breakers” will be decided based on grade and then on seniority using the SCD date.
  - f. To the extent possible, supervisors will have private offices so that Employees have the opportunity for private communication.
  - g. All safety requirements will be met such as the proper number of exits from work spaces and that doors will not be improperly blocked.
  - h. Where a unit is not moving, Management will attempt to allow individual Employees to remain in their present space.
  - i. 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.
  - j. The Parties agree to bargain as appropriate over matters of more than a de minimus impact which are not covered by this Agreement. Union notification will be in accordance with Article 13 of this Agreement.

## ARTICLE 37

### REDUCTION-IN-FORCE (RIF) 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 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.

1. The Employer agrees to notify the Union of its decision to conduct a RIF or to use RIF procedures to furlough Employees for more than thirty (30) days as far in advance of the notification of affected Employees as possible, but no less than thirty (30) days prior to the issuance of specific RIF notices. The notification to the Union will include at a minimum:
  - a. The number and type of positions affected
  - b. The proposed effective date
  - c. The reason(s) for the RIF or Furlough
2. The Employer will consider the retention of career Employees as a high priority in decisions regarding potential and actual RIFs or Furloughs.
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.
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 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.
- d. USE OF FACILITIES AND DUTY TIME. With supervisory approval, an Employee may use a reasonable amount of duty time, office 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 Geologic Discipline (formerly Geologic Division) 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 no retention rights as part of the RIF, 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, to the fullest extent possible, agrees to offer priority consideration to Employees who would otherwise be separated as a result of the RIF.
    - (1) The separated Employee must meet the minimum 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 (2) Employees are equally qualified, retention provisions of RIF regulations will apply.
  - h. CUT OFF DATE FOR PERFORMANCE APPRAISALS AND OTHER DISCRETIONARY ACTIONS. The Employer, in consultation with the Union, will establish a date that is no more than 180 calendar days and no less than 120 calendar days prior to 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 (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 a reasonable amount of duty time for this purpose, but must obtain supervisory approval for the specific time(s) they will be away from their work site.
  - j. EMPLOYEE ASSISTANCE. 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 decision making, financial planning, understanding their RIF rights, severance pay calculations, reemployment and career transition programs
5. OTHER RIF ISSUES. The Parties recognize that RIF/furlough/transfer of function rules and regulations are subject to ongoing change. In the event that these changes occur during the life of this Agreement and vitally affect previously negotiated provisions, the Parties recognize that additional negotiations may be necessary and desirable.
6. MOCK RIF. The Union has proposed that the Employer conduct a mock RIF prior to the conduct of an actual RIF. The Parties agree to defer this issue to the time at which the actual RIF is to be conducted. The Parties agree that should the Employer decide to conduct a mock RIF, the Union will receive advance notification.

7. TRANSFER OF FUNCTION. The Employer will notify the Union, concurrent with advising their management/supervisory staff, as soon as there is a reasonable assurance that plans for a transfer of function will occur that would affect bargaining unit employees. Thereafter, and when such plans are confirmed, the Employer will fully inform the Employees regarding the transfer action in accordance with law, rule and regulation. Governing regulations will be made available to Employees upon request. The Employer agrees to provide placement assistance to the fullest extent possible in cases where the transfer is to another geographic area.
8. RE-EMPLOYMENT PRIORITY LIST. Career or career-conditional Employees who are separated by a RIF, and who are otherwise eligible, will be placed on an RPL in accordance with appropriate regulations. These Employees will be given priority consideration in filling vacancies, before such vacancies are filled by appointment or transfer of other eligibles, except as otherwise required by law or regulation.
9. APPEALS. Employees may appeal their RIF action in accordance with MSPB regulations. Employees will be provided a copy of filing instructions with their specific RIF notice, if applicable.
10. POST RIF ACTIONS. The Parties understand that Employees' position responsibilities and workload may also be impacted as a result of the RIF. To lessen the impact the Employer agrees to the following actions within the first year after the RIF effective date:
  - If coverage of public service areas is impacted (positions eliminated), additional Employees will be given the in-house training necessary so that they can cover these areas as needed.
  - As needed, Employees will be cross-trained, in-house, to provide assistance in other non public-service sections.
  - In cases where additional duties or assignments are required of an Employee, the Supervisor will review the total position requirements and will assist the Employee in prioritizing the work. The Employee Performance Plan will be amended to reflect changes in duties, as appropriate.
  - Opportunities for details to the library from other organizational components will be investigated to assist with short-term needs.
  - To the extent possible, "old" processes and procedures will be reviewed for potential streamlining/updating to promote efficiency of operations and to reduce the workload of individual employees.
  - The possibility of reducing the "open" or "public" hours of library operations will be explored.

The EAP will be available to assist Employees with their post-RIF needs. To the extent that funds are available, the EAP will be requested to hold discussions on stress management, etc.

## ARTICLE 38

### FURLOUGH

The Parties recognize that there are many factors which may lead to the necessity to furlough Employees. The Parties further recognize that furlough may be initiated by management due to these factors or the result of an emergency or government shutdown.

1. GENERAL. Regardless of the length of the furlough or its cause, the Parties agree to the following:
  - a. Employees will not be discouraged from communicating their personal opinions with the media, Congress, or private citizens regarding the furloughs as long as such communications are not in violation of appropriate laws or regulations regarding security, ethics, and Employee Standards of Conduct.
  - b. 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.)
  - c. Employees may request cancellation of their existing CFC contributions by completing the appropriate form and forwarding 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.
  - d. 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.
  - e. 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 Program for Employees affected by the furloughs as allowed by laws and regulations.
  - f. 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.

- g. Union officers will not be denied access to the Union office during furlough or shutdown. The Union president or his or her designee will provide a list of officers who will require access prior to the furlough or shutdown if officers have changed since the last list provided to management.
- h. 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.
- i. Performance evaluations will not be negatively effected because of time lost from work due to any furloughs or shutdowns which occurred during the evaluation period.
- j. Unless necessitated by RIF, reorganization or Congressional action, Employees will return from furlough to the same tour of duty, duty location, and work schedule.
- k. The Employer will work with Employees on a case-by-case basis to develop a repayment plan when the repayment of health or life insurance premiums following a furlough presents a financial hardship on the Employee.
- l. 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.
- m. 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 government-wide laws and regulations already in existence. Management will make every effort to expedite retroactive pay

2. MANAGEMENT-INITIATED FURLOUGH. The Employer agrees to:

- a. Work in partnership with the Union through the LMRC to identify 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.
- 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. Interpreting services will be provided for those Employees who need them. 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. The vendor of such counseling will be required to maintain confidentiality.
  - f. Afford Employees 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.
3. GOVERNMENT SHUTDOWN. In the event of a government shutdown, the Parties agree to the following:
- a. The Employer will use a telephone hotline and an external WEB page for keeping the Employees up to date on the status of the furlough. 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 in a fair and equitable manner 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.
4. NOTICES. The Employer agrees to notify the Union in advance of Employees of it's intention to initiate a furlough.
- a. Employees will receive a thirty (30) day notice for a management initiated 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 both the Union and the 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

(4) Point of contact for outside employment questions.

## **ARTICLE 39**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall maintain an Employee Assistance Program (EAP) which meets the requirements and guidelines of applicable laws and regulations. The Parties recognize that alcohol and drug-related problems, drug dependence, mental illness, post traumatic stress disorder, and substance abuse as illnesses may impair work performance and conduct. Employees affected by these problems shall receive the same careful consideration and respect as Employees who have other illnesses and shall be given appropriate opportunities to participate in the EAP. EAP advisors are available to Employees for short-term counseling, and to make referrals for longer-term assistance as necessary.

The Parties acknowledge that the Employee has the primary responsibility for maintaining acceptable performance and conduct and for taking necessary actions to maintain or correct performance and/or behaviors. It is the Employer's policy to try to rehabilitate Employees with personal problems which adversely affect conduct and performance. To that end, Employees should be given appropriate opportunities and time to deal with their problems through the EAP. The Employer agrees to consider the recommendations of the EAP advisor or source of treatment to which Employee was referred when establishing time periods expected for rehabilitation. For those who do, further discipline or adverse action will be based upon a consideration of the Employee's entire work record, including the length of satisfactory service subsequent to rehabilitative efforts.

The Employee's right to privacy and the confidentiality of records related to participation will be maintained. However, in certain circumstances such as threats to other Employees, the EAP advisor reserves the right to reveal information as deemed necessary.

Information concerning the EAP may be obtained from the servicing personnel office. Employees may also obtain information concerning the EAP from the Union.

## 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.

**U. S. Office of Personnel Management  
Center for Partnership and Labor-Management Relations**

**GLOSSARY OF FEDERAL SECTOR  
LABOR-MANAGEMENT RELATIONS TERMS**

**August 1998**

**ABROGATION TEST.** A test the **Federal Labor Relations Authority** applies in determining whether an arbitration award enforcing a contract provision affecting rights reserved to management is deficient. If the provision at issue is an "arrangement" for employees adversely affected by the exercise of those rights, an award enforcing such a provision will not be set aside unless it "abrogates" those rights--i.e., unless it leaves management no discretion at all.

**ACCRETION.** When some employees are transferred to another employing entity whose employees are already represented by a union, the FLRA will often find that those employees have "accredit" to (i.e., become part of) the existing **unit** of the new employer, with the result that the transferred employees have a new **exclusive representative** along with a new employer.

**ACTIONS DURING EMERGENCIES.** Management's right "to take whatever actions may be necessary to carry out the agency mission during emergencies" doesn't come up in negotiability disputes very often. In cases decided thus far, the FLRA has held that this right is interfered with by proposals attempting to define "emergency" because such definitions would be inconsistent with management's right to independently determine whether an emergency exists.

**AGENCY HEAD REVIEW.** A statutory requirement that negotiated agreements be reviewed for legal sufficiency by the head of the agency (or his/her designee). This must be accomplished within 30 days from the date the agreement is executed. If disapproved, the union can challenge those determinations by filing a **negotiability** petition or an **unfair labor practice** charge with the FLRA. If not approved or disapproved within that time, the agreement goes into effect and the legality and enforceability of its terms is decided in other forums (e.g., grievance or unfair labor practice proceedings).

**AGENCY SHOP.** A requirement that all employees in the **unit** pay dues or fees to the union to defray the costs of providing representation.

**AGREEMENT, NEGOTIATED.** A collective bargaining agreement between the employer and the exclusive representative. A collective bargaining agreement must contain a negotiated grievance procedure.

**AMENDMENT OF CERTIFICATION PETITION.** That portion of the FLRA's

multipurpose petition not involving a **question concerning representation** that may be filed at any time in which the petitioner asks the FLRA to amend the certification or recognition to, e.g., reflect changes in the names of the employer or the union.

**AMERICAN ARBITRATION ASSOCIATION (AAA).** A private nonprofit organization that, among other things, provides lists of qualified arbitrators to unions and employers.

**APPLICABLE LAWS.** The Authority has said that “applicable laws” within the meaning of title 5, United States Code, section 7106(a)(2), include statutes, the Constitution, judicial decisions, certain Presidential executive orders, and regulations “having the force and effect of law”--i.e., regulations that (1) affect individual rights and obligations, (2) are promulgated pursuant to an explicit or implicit delegation of legislative authority by Congress, and (3) satisfy certain procedural requirements, such as those of the Administrative Procedures Act.

**APPROPRIATE ARRANGEMENT.** One of three exceptions to management’s rights. Under title 5, United States Code, section 7106(b)(3), a proposal that interferes with management's rights can nonetheless be negotiable if the proposal constitutes an "arrangement" for employees adversely affected by the exercise of a management right and if the interference with the management right isn't "excessive" (as determined by an "**excessive interference**" balancing test).

**APPROPRIATE UNIT (BARGAINING UNIT).** A grouping of employees that a union represents or seeks to represent and that the FLRA finds appropriate for **collective bargaining** purposes.

**ARBITRATION.** See **ARBITRATOR.**

**ARBITRATOR.** An impartial third party to whom the parties to an agreement refer their disputes for resolution.

**Grievance arbitration.** When the arbitrator interprets and applies the terms of the collective bargaining agreement--and/or, in the Federal sector, laws and regulations determining conditions of employment.

**Interest arbitration.** When the arbitrator resolves bargaining impasses by dictating some of the terms of the collective bargaining agreement.

**ASSIGN EMPLOYEES.** A management right relating to the assignment of employees to positions, shifts, and locations. This right includes discretion to determine “the personnel requirements of the work of the position, i.e., the qualifications and skills needed to do the work, as well as such job-related individual characteristics as judgment and reliability.” It also includes discretion to determine the duration of the assignment.

**ASSIGN WORK.** A management right relating to the assignment of work to employees or positions. The right to assign work includes discretion to determine who is to perform the work; the kind; the amount of work to be performed; the manner in which it is to be performed, as well as when it is to be performed. It also includes "[t]he right to determine the particular qualifications and skills needed to perform the work and to make judgments as to whether a particular employee meets those qualifications."

**AUTHORITY.** See **FEDERAL LABOR RELATIONS AUTHORITY.**

**AUTOMATIC RENEWAL CLAUSE.** Many, perhaps most, collective bargaining agreements in the Federal sector have a provision, usually located at the end of the agreement, stating that if neither party gives notice during the agreement's 105-60 day **open period** of its intent to reopen and renegotiate the agreement, the agreement will automatically renew itself for a period of x number of years.

**BACK PAY.** Pay awarded an employee for compensation lost due to an unjustified personnel action are governed by the requirements of the Back Pay Act, title 5, United States Code, section 5596.

**BARGAINING (NEGOTIATING).** A ubiquitous process--sometimes informal and spontaneous, sometimes formal and deliberate--of offer and counteroffer whereby parties to the bargaining process try to reach agreement on the terms of exchange. Formal bargaining processes with associated rituals and bargaining routines vary, depending on their political, economic, and social context.

**BARGAINING AGENT.** The union holding exclusive recognition for an **appropriate unit.**

**BARGAINING IMPASSE (IMPASSE).** When the parties have reached a deadlock in negotiations they are said to have reached an impasse. The statute provides for assistance by **Federal Mediation and Conciliation Service** mediators and the **Federal Service Impasses Panel** to help the parties settle impasses.

**BARGAINING UNIT.** See **APPROPRIATE UNIT.**

**BINDING ARBITRATION.** The law requires that collective bargaining agreements contain a negotiated grievance procedure that terminates in binding arbitration of unresolved grievances.

**BUDGET.** A right reserved to management. The Authority has fashioned a two-prong test that it uses to determine whether a proposal interferes with an agency's right to determine its budget: namely, the proposal either has to prescribe particular programs, operations or amounts to be included in an agency's budget, or the agency can substantially demonstrate that the proposal would result in significant and unavoidable cost increases that are not offset by compensating benefits.

**BYPASS.** Dealing directly with employees rather than with the **exclusive representative** regarding negotiable **conditions of employment** of bargaining **unit** employees. A bypass is a violation of the **Federal Service Labor-Management Relations Statute**.

**CARVEOUT.** An attempt, usually unsuccessful under the **Federal Service Labor-Management Relations Statute** because it fosters unit fragmentation, to carve out (or sever)--usually along occupational lines (firefighters, nurses)--a subgroup of employees in an existing bargaining **unit** in order to establish a separate, more homogenous unit with a different union as **exclusive representative**.

**CERTIFICATION.** The FLRA's determination of the results of an election or the status of a union as the **exclusive representative** of all the employees in an appropriate unit.

**CERTIFICATION BAR.** One-year period after a union is certified as the **exclusive representative** for a unit during which petitions by rival unions or employees seeking to replace or remove the incumbent union will be considered untimely. The bar is designed to give the certified union an opportunity to negotiate a substantive agreement, after which the contract can become a bar, except during the contract's 105-60 day **open period**, to a representation petition. Also see **CONTRACT BAR** and **ELECTION BAR**.

**CHALLENGED BALLOTS.** Ballots that are challenged by election observers on the ground that the person casting the ballot isn't eligible to vote because, e.g., he or she is a **management official, supervisor, confidential employee** or engaged in **personnel work**. Challenged ballots usually are kept separate and if, after tallying the uncontested ballots, it is determined that there are enough challenged ballots to affect the outcome of the election, the Authority's agents will rule on each challenged ballot to see whether it should be counted.

**CHECKOFF.** See **DUES ALLOTMENT**.

**CHIEF STEWARD.** A union official who assists and guides shop stewards. The roles he or she plays within the union are determined by the union. The roles he or she plays in administering the contract are determined by the contract. For example, the **negotiated grievance procedure** may provide that the chief steward becomes the union representative if the grievance reaches a certain step in the grievance procedure.

**CLARIFICATION OF UNIT PETITION.** That portion of the FLRA's multipurpose petition *not* involving a **question concerning representation** that may be filed at any time in which the petitioner (union or management) asks the FLRA to determine the bargaining unit status of various employees--i.e., to determine whether they are management officials, supervisors, employees engaged in nonclerical personnel work, or confidential employees, and therefore excluded from the unit (and from the coverage of the collective bargaining agreement applicable to the unit and its negotiated grievance procedure).

**COLLECTIVE BARGAINING.** Literally, bargaining between and/or among representatives of collectivities (thus involving internal as well as external bargaining); but by custom the expression refers to bargaining between labor organizations and employers.

**CIVIL SERVICE REFORM ACT OF 1978 (CSRA).** Legislation enacted in October 1978 for the purpose of improving the civil service. It includes the **Federal Service Labor-Management Relations Statute (FSLMRS)**, Chapter 71 of title 5 of the United States Code.

**CLASSIFICATION ACT EMPLOYEES.** Federal employees--typically professional, administrative, technical, and clerical employees (i.e., "white collar" employees)--sometimes referred to a "General Schedule" employees, to distinguish them from Federal Wage System (blue collar, Wage Grade) employees.

**COLLECTIVE BARGAINING AGREEMENT (CBA).** See **AGREEMENT, NEGOTIATED.**

**COMPELLING NEED.** Test used to determine whether a discretionary agency regulation that doesn't involve the exercise of management's is a valid limitation on the **scope of bargaining**. There are three "illustrative criteria" of compelling need: (1) the regulation is essential to the effective and efficient accomplishment of the mission of the agency, (2) the regulation is necessary to insure the maintenance of basic merit principles, and (3) the regulation implements a mandate of law or other authority (e.g., a regulation) in an essentially nondiscretionary manner.

**CONCILIATION.** See **MEDIATION.**

**CONFIDENTIAL EMPLOYEE.** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations. Confidential employees must be excluded from bargaining units.

**CONDITIONS OF EMPLOYMENT (COE).** Under title 5, United States Code, section 7103(a)(14), conditions of employment "means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise [e.g., by custom or practice], affecting working conditions, except that such term does not include policies, practices, and matters--(A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are *specifically provided for by Federal statute[.]*" (Emphasis added.)

**CONSULTATION.** To be distinguished from **negotiation**. The FSLMRS provides for two types of consultation: between qualifying unions and agencies concerning agency-wide regulations and qualifying unions and those agencies issuing Government wide regulations .

**CONTRACT BAR.** The incumbent union is protected from challenge by a rival union if there is an agreement in effect having a term of not more than three years, except during the agreement's **open period**--i.e., 105 to 60 days prior to the expiration of the agreement. See

## **ELECTION BAR and CERTIFICATION BAR.**

**CONTRACTING OUT.** A right reserved to management that includes the right to determine what criteria management will use to determine whether or not to contract out agency work.

**"COVERED BY" DOCTRINE.** A doctrine under which an agency does not have to engage in **midterm bargaining** on particular matters because those matters are already "covered by" the existing agreement.

**DECERTIFICATION.** The FLRA's withdrawal of a union's **exclusive recognition** because the union no longer qualifies for such recognition, usually because it has lost a representational election.

**DECERTIFICATION PETITION.** A petition filed by employees in an existing unit (or an individual acting on their behalf) asking that an election be held to give unit employees an opportunity to end the incumbent union's exclusive recognition. Such a petition must be accompanied by a 30 per cent showing of interest and be timely filed (i.e., not barred by election, certification or contract bars).

**DIRECT EMPLOYEES.** The Authority has defined this right to include discretion "to supervise and guide [employees] . . . in the performance of their duties on the job." The right to direct, *by itself*, rarely is used as the basis for finding a proposal nonnegotiable. However, when combined with the right to assign work, it is the basis for finding proposals establishing performance standards nonnegotiable.

**DISCIPLINE.** A right reserved to management that the FLRA has said includes the right "to investigate to determine whether discipline is justified." It also "encompasses the use of the evidence obtained during the investigation."

**DUES WITHHOLDING (CHECKOFF).** Dues withholding services provided by the agency to unions that win exclusive recognition or dues withholding recognition. If the former, the services must be provided without charge to the union. Employee dues assignments must be voluntary (no union or agency shop arrangements permitted under the **Federal Service Labor-Management Relations Statute**) and may not be revoked except at yearly intervals, but must be terminated when the agreement ceases to be applicable to the employee or when the employee is expelled from membership in the union.

**DUES WITHHOLDING RECOGNITION.** A very limited form of recognition, under which a union that can show that it has 10 per cent of employees in an appropriate unit as members can qualify for the right only to negotiate a dues deduction arrangement. Such recognition becomes null and void as soon as a union is certified as the **exclusive representative** of the unit.

**DURATION CLAUSE (TERM OF AGREEMENT).** Clause in a collective bargaining

agreement that specifies the time period during which the agreement is in effect. Where an agreement has a term greater than three years, the agreement serves as a contract bar only during the first three years.

**DUTY OF FAIR REPRESENTATION.** “An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.”

**DUTY TO BARGAIN.** Broadly conceived, it refers to both (1) the *circumstances* under which there is a duty to give notice and, upon request, engage in bargaining (see **MIDTERM BARGAINING**) and (2) the *negotiability* of specific proposals. Disputes over the former usually are processed through the Authority’s **unfair labor practice procedure** and frequently involve make-whole and *status quo ante* remedies. Disputes over the latter usually are processed through the Authority’s no-fault **negotiability** procedure in which the Authority determines whether or not there is a duty to bargain on the proposal at issue.

**ELECTION AGREEMENT.** Agreement entered into by the agency and the union(s) competing for exclusive recognition dealing with campaign procedures, election observers, date and hours of election, challenge ballot procedures, mail balloting (if used), position on the ballot, payroll period for voter eligibility, and the like. Such an agreement is subject to approval by the appropriate FLRA Regional Director.

**ELECTION BAR.** One-year period after the FLRA has conducted a secret-ballot election for a unit of employees, where the election did not lead to the certification of a union as exclusive representative. During this one-year period the FLRA will not consider any representation petitions for that unit or any subdivisions thereof. See **CERTIFICATION BAR** and **CONTRACT BAR**.

**EMPLOYEE.** The term "employee" includes an individual "employed in an agency" or "whose employment in an agency has ceased because of any unfair labor practice," but does not include supervisors and management officials or anyone who participates in a strike or members of the uniformed services or employees in the Foreign Service or aliens occupying positions outside the United States.

**EQUIVALENT STATUS.** Status given a union challenging the incumbent union that entitles it to roughly equivalent access during the period preceding an election to facilities and services (bulletin boards, internal mail services, etc.) as that enjoyed by the incumbent union.

**EXCEPTIONS TO ARBITRATION AWARDS.** A claim that an arbitration award is deficient "on . . . grounds similar to those applied by Federal courts in private sector labor-management relations," or because it violates law, rule or regulation. Some of the "grounds similar to those applied by Federal courts" are: the award doesn't draw its essence from the agreement, the award is based on a nonfact, the arbitrator didn't conduct a fair hearing, or the arbitrator exceeded

his/her authority.

**EXCESSIVE INTERFERENCE.** A balancing test that the FLRA applies to proposals that are arrangements for employees adversely affected by the exercise of management's rights in order to determine whether they are negotiable **appropriate arrangements**. The test involves balancing the extent to which the proposal ameliorates anticipated adverse effects against the extent to which it places restrictions on the exercise of management's rights.

**EXCLUSIVE RECOGNITION.** Under the **Federal Service Labor-Management Relations Statute**, exclusive recognition is normally obtained by a union as a result of receiving a majority of votes cast in a representational election. The rights a union is accorded as a result of being certified as the **exclusive representative** of the employees in a bargaining unit include, among other things, the right to *negotiate* bargainable aspects of the conditions of employment of bargaining unit employees, to be afforded an opportunity to be present at *formal discussions*, to free *checkoff* arrangements and, at the request of the employee, to be present at *Weingarten* examinations.

**EXCLUSIVE REPRESENTATIVE .** The union that is certified as the exclusive representative of a unit of employees either by virtue of having won a representation election or because it had been recognized as the exclusive representative before passage of the CSRA. See **EXCLUSIVE RECOGNITION**. A union holding exclusive recognition is sometimes referred to as the exclusive bargaining agent of the unit.

**EXTERNAL LIMITATIONS ON THE EXERCISE OF MANAGEMENT'S RIGHTS.** Discretion reserved to management isn't unfettered. Quite apart from any limitations that may be found in the collective bargaining agreement (such as an **appropriate arrangement** provision), its discretion must also be exercised in accordance with the laws and regulations that set limitations on management discretion. Only those external limitations on the exercise of certain rights can be enforced by the union under the **negotiated grievance procedure**. See **APPLICABLE LAWS**.

**FAIR REPRESENTATION, DUTY OF.** The union's duty to represent the interests of all unit employees without regard to union membership.

**FEDERAL LABOR RELATIONS AUTHORITY (FLRA, AUTHORITY).** The independent agency responsible for administering the **Federal Service Labor-Management Relations Statute** (FSLMRS). As such, it decides, among other things, representation issues (e.g., the bargaining **unit** status of certain employees), **unfair labor practices** (violations of any of the provisions of the FSLMRS), **negotiability disputes** (i.e., **scope of bargaining** issues), **exceptions to arbitration awards**, as well as resolve disputes over consultation rights regarding agency-wide and Government wide regulations.

For more information on the FLRA, see its webpage at <http://www.flra.gov/>

**FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS).** An independent agency that provides mediators to assist the parties in negotiations. Although the bulk of its work is in the private sector, it also provides its services to the Federal sector. FMCS also maintains a roster of qualified private arbitrators, panels of which are referred to the parties upon joint request. See **MEDIATION**.

For more information on the FMCS, see <http://www.flra.gov/>

**FEDERAL SERVICE IMPASSES PANEL (FSIP or Panel).** An entity within the FLRA that resolves bargaining impasses, chiefly by ordering the parties to adopt certain contractual provisions relating to the conditions of employment of unit employees. The Panel uses many procedures for resolving impasses, including factfinding, med-arb, final-offer interest arbitration, either by the Panel, individual members of the Panel, the Panel's staff, or by ordering the parties to refer their impasse to an agreed-upon private arbitrator who is to provide services. The Panel is empowered to "take whatever action is necessary and not inconsistent with [the Federal Service Labor-Management Relations Statute] to resolve the impasse."

For more information on FSIP , see [www.flra.gov/20.html](http://www.flra.gov/20.html)

**FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE (FSLMRS).** Title 5, United States Code, sections 7101 - 7135. The statute can be downloaded from <http://www.law.cornell.edu/uscode/5/ch71.html>

**FINAL-OFFER INTEREST ARBITRATION.** A technique for resolving bargaining impasses in which the arbitrator is forced to choose among the final positions of the parties--rather than order adoption of some intermediate position (i.e., "split the difference"). It can apply to individual items or "packages" of items. The theory is that each party, expecting that the interest arbitrator will pick the most reasonable of the two final offers, will have an incentive to move closer to the position of the other party in order to increase the odds that the arbitrator will select its final offer as the more reasonable of the two. This in turn narrows the gap between the parties. If the gap is narrow enough, it can be bridged by the parties themselves (by, e.g., splitting the difference).

**FORMAL DISCUSSION.** Under title 5, United States Code, section 7114(a)(2)(A), the **exclusive representative** must be given an opportunity to be represented at "any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any *grievance* or any personnel policy or practices or other *general condition of employment*[" (Italics added.)

**FREE SPEECH.** Under title 5, United States Code, section 7116(e), the expression of personal views or opinions, even if critical of the union, is not an **unfair labor practice** if such expression is not made in the context of a representational election and if it "contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions." During the conduct of

an election, however, management officials must be neutral. This limited right of free speech applies to agency representatives.

**GENERAL COUNSEL.** The General Counsel of the **Federal Labor Relations Authority** investigates **unfair labor practice** (ULP) *charges* and files and prosecutes ULP *complaints*. He/she also supervises the Authority's Regional Directors who, in turn, have been delegated authority by the FLRA to process representation petitioners.

**GOOD FAITH BARGAINING.** A statutory duty to approach negotiations with a sincere resolve to reach a collective bargaining agreement, to be represented by properly authorized representatives who are prepared to discuss and negotiate on any **condition of employment**, to meet at reasonable times and places as frequently as may be necessary and to avoid unnecessary delays, and, in the case of the agency, to furnish upon request data necessary to negotiation.

**GOVERNMENT WIDE REGULATIONS.** Regulations issued by an agency bearing on conditions of employment that must be complied with by other agencies. Such regulations are a major limitation on agency discretion and therefore on the **scope of bargaining**, which presupposes agency discretion. Agencies chiefly involved in issuing such regulations are the **Office of Personnel Management** (on personnel management) and the General Services Administration (on property management). See, also, **CONSULTATION**.

**GRIEVANCE.** Under title 5, United States Code, section 7103(a)(9), a grievance "means any complaint--(A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of any employee; or (C) by an employee, labor organization, or agency concerning--(I) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment[.]"

**GRIEVANCE ARBITRATION.** See **ARBITRATOR**.

**GRIEVANCE PROCEDURE.** A systematic procedure, devised by the parties to the agreement, by which a grievance moves from one level of authority to the next higher level until it is settled, withdrawn, or referred to arbitration. Under title 5, United States Code, section 7121, a collective bargaining agreement must contain a grievance procedure terminating in final and binding arbitration. Apart from matters that must by statute be excluded (such as grievances relating to retirement, health and life insurance and the classification of positions), the scope of the grievance procedure is to be negotiated by deciding what matters are to be excluded from an otherwise "full scope" procedure--i.e., a procedure that covers all the matters mentioned in the statutory definition of "grievance." See **NEGOTIATED GRIEVANCE PROCEDURE**.

**HIRE EMPLOYEES.** A right reserved to management. The Authority has said that "the probationary period, including summary termination, constitutes an essential element of an

agency's right to hire under [title 5, United States Code,] section 7106(a)(2)(A).”

See **SELECT** for a discussion of the much more frequently utilized right of management, in filling positions, to make selections for appointments from any appropriate source. The relationship between the right to hire and the right to select is still unclear.

**IMPASSE.** See **BARGAINING IMPASSE**.

**I&I (IMPACT AND IMPLEMENTATION) BARGAINING.** Even where the decision to change conditions of employment of unit employees is protected by management's rights, there is a duty to notify the union and, upon request, bargain on **procedures** that management will follow in implementing its protected decision as well as on **appropriate arrangements** for employees expected to be adversely affected by the decision. Such bargaining is commonly referred to as “impact and implementation,” or “I&I” bargaining, which is the commonest variety of **midterm bargaining**.

**INFORMATION.** The union, to the extent not prohibited by law (e.g., the Privacy Act), is entitled, under certain circumstances (see **PARTICULARIZED NEED**, below), to data “for full and proper discussion, understanding, and negotiation of subjects within the **scope of bargaining**[.]” The agency must provide that information free of charge.

**INTEREST.** In **interest-based bargaining**, the concerns, needs, or desires behind an issue: *why* the issue is being raised.

**INTEREST ARBITRATION.** The arbitrator, instead of interpreting and applying the terms of an agreement to decide a grievance, determines what provisions the parties are to have in their collective bargaining agreement. Also see **ARBITRATION**.

**INTEREST-BASED BARGAINING (IBB).** A bargaining technique in which the parties start with (or at least focus on) interests rather than proposals; agree on criteria of acceptability that will be used to evaluate alternatives; generate several alternatives that are consistent with their interests, and apply the agreed-upon acceptability criteria to the alternatives so generated in order to arrive at mutually acceptable contract provisions. The success of the technique depends, in large measure, on mutual trust and a willingness to share information. But even where this is lacking, the technique, with its focus on interests and on developing alternatives, tends to make the parties more flexible and open to alternative solutions and thus increases the likelihood of agreement.

**INTERNAL SECURITY PRACTICES.** A right reserved to management by title 5, United States Code, section 7106(a)(1). The right to determine the internal security practices of an agency isn't limited to establishing “those policies and actions which are part of the Agency's plan to secure or safeguard its physical property against internal and external risks, to prevent improper or unauthorized disclosure of information, or to prevent the disruption of the Agency's

activities." It also extends to safeguarding the agency's personnel.

**INTERVENTION/INTERVENOR.** The action taken by a competing labor organization (intervenor) to place itself as a contender on the ballot for a recognition election originally initiated by another union (petitioner). Non-incumbent intervenors need only produce a 10 per cent showing of interest to be included on the ballot.

**INVESTIGATORY EXAMINATION.** See **WEINGARTEN RIGHT**.

**LABOR ORGANIZATION.** A union--i.e., an organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment.

**LAYOFF EMPLOYEES.** Right reserved to management by title 5, United States Code, section 7106(a)(2)(A).

**MANAGEMENT OFFICIAL.** An individual who formulates, determines, or influences the policies of the agency. Such individuals are excluded from **appropriate units**.

**MANAGEMENT RIGHTS.** Refers to types of discretion reserved to management officials by statute.

- **Core rights.** Consists of the rights "to determine the mission, budget, organization, number of employees, and internal security practices of the agency[.]"
- **Operational rights.** Consists of the rights to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from-- among properly ranked and certified candidates for promotion; or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies.
- **Three exceptions.** The three title 5, United States Code, section 7106(b) exceptions to the above involve (1) **title 5, United States Code, section 7106(b)(1) permissive subjects** of bargaining (e.g., staffing patterns, technology) on which, under the statute, agencies can elect to bargain, (2) **procedures** management will follow in exercising its reserved rights, and (C) **appropriate arrangements** for employees adversely affected by the exercise of management rights.

**1. "Permissive" subjects exception.** This exemption to management's rights "staffing patterns"--i.e., with "the numbers, types, and grades of employees or positions assigned

to any organizational subdivision, work project, or tour of duty" and with "the technology, methods, and means of performing work." Under the statute such matters are, moreover, negotiable "at the election of the agency" even if the proposal also directly interferes with the exercise of a title 5, United States Code, section 7106(a) right.

**2. Procedural "exception."** Title 5, United States Code, section 7106(b)(2), dealing with procedures, really isn't an exception to management's rights as the Authority has held that a proposed "procedure" that "directly interferes" with a management right is not a procedure within the meaning of title 5, United States Code, section 7106(b)(2).

**3. Appropriate arrangement exception.** Title 5, United States Code, section 7106(b)(3) applies only if the proposal is intended to ameliorate the adverse effects of the exercise of a management right. Where such is the intent of the proposal, the Authority applies a balancing test in which it weighs the extent to which the proposal ameliorates the expected adverse effects against the extent to which it interferes with the management right and determines whether or not the specific proposal "excessively" interferes with management rights. If the interference is "excessive," the proposal isn't an "appropriate arrangement" and therefore is nonnegotiable. If otherwise, the proposal is a negotiable appropriate arrangement, even though it interferes with management's rights.

To qualify as an "arrangement" to which it would be proper to apply the excessive interference balancing test, the proposal has to be "tailored" so that it applies only to those employees who would be adversely affected by the proposed management decision.

**MEDIATION.** Use of a third party, usually a neutral without authority to impose a settlement, to assist the parties to reach agreement. Mediation techniques vary, but one common practice is for the labor mediator to separate the parties (in order to control communications) and meet with them separately and, in effect, engage in interest-based bargaining with them. Because the mediator usually is a neutral who cannot impose a settlement and because he or she is expected to keep confidences, each party is more willing to be open with the mediator than with the other party (or with an interest arbitrator). Because of this greater openness, the mediator often is able to see areas of possible agreement that the parties are unable to see in direct, unmediated, negotiations.

**MED-ARB** (mediation followed by interest arbitration). A process in which a neutral with authority to impose (or to recommend the imposition of) a settlement, first resorts to mediation techniques in an attempt to get the parties to voluntarily agree on unsettled matters, but who can later impose a settlement if mediation fails. The theory behind it is that the parties will be more receptive to the med-arb's suggestions for settlement if they know that the med-arb has authority to impose a settlement.

**MIDTERM BARGAINING.** Literally, all bargaining that takes place during the life of the

contract. Usually contrasted with term bargaining--i.e., with the renegotiation of an expired (or expiring) contract. Midterm bargaining includes **I&I bargaining, union-initiated midterm bargaining on new matters**; and bargaining pursuant to a **reopener** clause. It excludes matters that are already “**covered by**” the term agreement.

**MISSION OF THE AGENCY.** A right reserved to management by title 5, United States Code, section 7106(a)(1). Although illustrative case law on this particular right is meager, it is generally recognized that the right encompasses the determination of the products and services of an agency.

**NATIONAL CONSULTATION RIGHTS (NCR).** A union accorded national consultation rights is entitled to be consulted on *agency-wide* regulations before they are promulgated. NCR is to be distinguished from consultation rights with respect to *Governmentwide* regulations, under which a union accorded such recognition must be consulted on proposed Governmentwide regulations before they are promulgated.

**NEGOTIABILITY DISPUTES.** Disputes over whether a proposal is nonnegotiable because (a) it is inconsistent with laws, rules, and regulations establishing conditions of employment and/or (b) it interferes with the exercise of rights reserved to management. Negotiability disputes normally are processed under the FLRA's "no fault" negotiability procedures

**NEGOTIATED GRIEVANCE PROCEDURE (NGP).** A collective bargaining agreement (CBA) must contain a grievance procedure terminating in final and binding arbitration. The NGP, with a few exceptions involving statutory alternatives (e.g., adverse and performance-based actions), is the exclusive administrative procedure for grievances falling within its coverage. Apart from the matters excluded from the coverage of the NGP by statute --e.g., retirement, life and health insurance, classification of positions--the NGP covers those matters specified in the definition of grievance in title 5, United States Code, section 7103(a)(9) (see **GRIEVANCE**, above), minus any of those matters that the parties agree to exclude from the NGP. That is, under the FSLMRS program, the parties negotiate to determine what matters to *exclude* from the procedure rather than what matters it is to *include*--just the opposite from pre-FSLMRS and private sector practices.

**NUMBER OF EMPLOYEES OF AN AGENCY.** A right reserved to management by title 5, United States Code, section 7106(a)(1). There have been no FLRA decisions in which a proposal has been found nonnegotiable because it interfered with this right.

**OBJECTIONS TO ELECTION.** Charges filed with the FLRA contesting election results because of alleged irregularities in the conduct of a representational election. If the objections are sustained, the FLRA could set aside the election results and order that the election be rerun.

**OFFICE OF PERSONNEL MANAGEMENT (OPM).** Issues **Governmentwide regulations** on personnel matters that may have a substantial impact on the **scope of bargaining**; consults

with labor organizations on those regulations; provides technical advice and assistance on labor-management relations matters to Federal agencies; also provides information on personnel matters to Federal agencies and the general public (e.g., this annotated glossary); exercises oversight with regard to statutory and regulatory requirements relating to personnel matters; and provides support services for the National Partnership Council.

**OFFICIAL TIME.** At one time treated as a term of art created by title 5, United States Code, section 7131, involving paid time for employees serving as union representatives. However, the Authority has said that section 7131(d) does not preclude parties to a collective bargaining agreement from agreeing to provide official time for other matters; that is, matters other than those relating to labor-management relations activities.

Union negotiators (no more than the number of management negotiators) who also are unit employees are statutorily entitled to official time to negotiate agreements. Official time may not, however, be used to perform internal union business. Title 5, United States Code, section 7131(d) allows the parties to negotiate the amount of official time that shall be granted to specified union representatives for the performance of specified representational functions.

**OPEN PERIOD.** The 45-day period (105 - 60 days prior to expiration of agreement) when the union holding exclusive recognition is subject to challenge by a rival union or by unit employees who no longer want to be represented by the union. The open period is an exception to the **contract bar** rule.

**ORGANIZATION.** A right reserved to management. According to the FLRA, this right encompasses an agency's authority to determine its administrative and functional structure, including the relationship of personnel through lines of control and the distribution of responsibilities for delegated and assigned duties. That is, the right includes the authority to determine how the agency will structure itself to accomplish its mission and functions.

**PANEL.** See **FEDERAL SERVICE IMPASSES PANEL.**

**PARTICULARIZED NEED.** The Authority's analytical approach in dealing with union requests for information under title 5, United States Code, section 7114(b)(4). Under this approach, the union must establish a "particularized need" for the information and the agency must assert any countervailing interests. The Authority then balances the one against the other to determine whether a refusal to provide information is a **unfair labor practice**.

**PARTNERSHIP.** A form of employee participation established pursuant to Executive Order 12871 in which the parties are expected to deal with matters relating to improving *the performance of the agency* in a non-adversarial, non-litigious manner. The scope of partnership deliberations are broader than those of collective bargaining in that they usually include, e.g., deliberations over the conditions of employment of non-bargaining unit employees. Partnership deliberations also include deliberations over staffing patterns, technology, methods and means--

matters integral to improving *agency* performance, which is the overriding purpose of the Order.

**PAST PRACTICE (ESTABLISHED PRACTICE).** Existing practices sanctioned by use and acceptance, that are not specifically included in the collective bargaining agreement. Arbitrators use evidence of past practices to interpret ambiguous contract language. In addition, past practices can be enforced under the **negotiated grievance procedure** because they are considered part of the agreement. To qualify as an enforceable established practice, the practice has to be legal, in effect for a certain period, and known and sanctioned by management.

**PERMISSIVE SUBJECTS OF BARGAINING.** There are two types of proposals dealing with so-called “permissive subjects of bargaining”: proposals dealing with (1) matters covered by title 5, United States Code, section 7106(b)(1)--i.e., with staffing patterns, technology, and methods and means of performing the agency’s work, and (2) matters that are not conditions of employment of bargaining unit employees. Regarding the former, it should be noted that although an agency can “elect” not to bargain on a (b)(1) matter, the President has directed heads of agencies to instruct agency management to bargain on such matters in section 2(d) of Executive Order 12871. Regarding the latter, it should be kept in mind that, apart from the statutory exclusions from the definition of **condition of employment** found in title 5, United States Code, section 7103(a)(14), a matter may be found not be a condition of employment because (1) it deals with the conditions of employment of *nonunit employees* (e.g., a proposed procedure for filling supervisory vacancies) or (2) there is no direct connection between the matter dealt with by the proposal and the work situation or employment relationship of bargaining unit employees (e.g., a proposal authorizing unit employees to hunt on a military base when off duty). Regardless of type, once agreement is reached on a permissive subject of bargaining, that agreement cannot be disapproved by the agency head, and is enforceable under the negotiated grievance procedure.

**PERSONNEL BY WHICH AGENCY OPERATIONS ARE CONDUCTED.** A right reserved to management by title 5, United States Code, section 7106(a)(2)(B).

**PROCEDURES.** Under title 5, United States Code, section 7106(b)(2), the procedures observed by management in exercising its reserved rights are negotiable. To qualify as a negotiable (b)(2) procedure, the proposed “procedure” must not require the use of standards that, by themselves, directly interfere with management’s reserved rights or otherwise have the effect of limiting management’s reserved discretion.

**QUESTION CONCERNING REPRESENTATION (QCR).** Refers to a petition in which a union seeks to be the **exclusive representative** of an **appropriate unit** of employees, or in which employees in an existing unit want to decertify the incumbent union. The filing of such a petition is said to raise a question concerning representation--i.e., whether, and by whom, unit employees are to be represented. Such petitions are distinguished from petitions seeking to clarify the composition of existing units (e.g., whether certain individuals are in or out of the unit) or to amend the names of the parties to the exclusive bargaining relationship.

**REOPENER CLAUSE.** Provisions in the CBA specifying the conditions under which one or either party can reopen for renegotiation the agreement or designated parts of the agreement. Although some agreements provide for mutual consent reopeners, such reopeners are unnecessary as the parties can of course agree to reopen and renegotiate their agreement at any time, notwithstanding the contents of the agreement. The purpose of a reopener is to enable one party to *compel* the other party to renegotiate the provisions covered by the reopener.

**REPRESENTATION ELECTION.** Secret-ballot election to determine whether the employees in an appropriate unit shall have a union as their **EXCLUSIVE REPRESENTATIVE**.

**REPRESENTATIONAL FUNCTIONS.** Activities performed by union representatives on behalf of the employees for whom the union is the **exclusive representative** regarding their conditions of employment. It includes, among other things, negotiating and policing the terms of the agreement, attending partnership council meetings, being present at **formal discussions** and, upon employee request, *Weingarten examinations*.

**REPRESENTATION ISSUES.** Issues related to how a union gains or loses **exclusive recognition** for a bargaining unit, determining whether a proposed unit of employees is appropriate for the purposes of exclusive recognition, and determining the unit status of various employees.

**REPUDIATION OF AGREEMENT.** Framework developed by the FLRA to determine whether (1) the breach of the agreement was clear and patent and (2) the provision breached went to the heart of the agreement.

**RETAIN EMPLOYEES.** A right reserved to management. Although the rights to layoff and retain appear to be opposite sides of the same coin, the FLRA rarely mentions the right to retain when invoking the right to layoff to find nonnegotiable proposals dealing with RIFs and furloughs.

**SCOPE OF BARGAINING.** Matters about which the parties can negotiate. See **NEGOTIABILITY DISPUTES**.

**SELECT (WITH RESPECT TO FILLING POSITIONS).** The statute reserves to management the right to make selections for appointments from any appropriate source. The right to select includes discretion to determine what knowledge, skills and abilities are necessary for successful performance in the position to be filled, as well as to determine which candidates possess these qualifications.

**SHOWING OF INTEREST (SOI).** The required evidence of employee interest supporting a representation petition. The SOI is 30 per cent for a petition seeking exclusive recognition ; 10 per cent to intervene in the election; and 10 per cent when petitioning for dues allotment recognition. Evidence of such a showing can consist of, e.g., signed and dated authorization

cards or petitions.

**STAFFING PATTERNS.** A short-hand expression used to refer to title 5, United States Code, section 7106(b)(1)'s long-winded reference to "the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty[.]" Under the statute, agencies can elect not to bargain on such matters. However, under Executive Order 12871, the President has directed agencies to bargain on such matters.

**STANDARDS OF CONDUCT FOR LABOR ORGANIZATIONS.** Standards regarding internal democratic practices, fiscal responsibility, and procedures to which a union must adhere to qualify for recognition. The Department of Labor has responsibility for making known and enforcing standards of conduct for unions in the Federal and private sectors.

**STEWARD.** Union representative to whom the union assigns various representational functions, such as investigating and processing grievances.

**SUCCESSORSHIP.** Where, as the result of a reorganization, a portion of an existing unit is transferred to a gaining employer, the latter will be found to be the successor employer (thus inheriting, along with the employees, the **exclusive representative** of those employees and the collective bargaining agreement that applied to those employees) if: (a) the post-transfer unit is appropriate, (b) the transferred bargaining unit employees are a majority in the post-transfer unit, (c) the gaining employer has "substantially" the same mission as the losing employer, (d) the transferred employees perform "substantially" the same duties under "substantially" similar working conditions in the gaining entity, and (e) it is not demonstrated that an election is necessary to determine representation.

**SUPERVISOR.** Under title 5, United States Code, section 7103(a)(10), a supervisor is "an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term 'supervisor' includes only those individuals who devote a preponderance of their employment time to exercising such authority[.]" The individual need exercise only one of the indicia of supervisory authority, not a majority of them, to qualify as a supervisor for the purposes of the statute, provided it involves the consistent exercise of independent judgment.

**UNFAIR LABOR PRACTICE (ULP).** A violation of any of the provisions of the Federal Service Labor-Management Relations Statute. It is a term of art that is narrower in scope than the misleading adjective "unfair" suggests. ULP *charges* are filed with the Authority by an individual, a union, or an employer. They are investigated by the General Counsel who issues a ULP *complaint* if the General Counsel concludes the charge(s) have merit, and who prosecutes the matter before an Administrative Law Judge in a factfinding hearing and before the Authority,

which decides the matter.

The most common agency ULPs are **duty-to-bargain** ULPs (usually a failure to give the union notice of proposed changes in conditions of employment and/or engage in impact and implementation bargaining), **formal discussion** ULPs, *Weingarten* ULPs, and failure-to-provide-**information** ULPs. The most common ULP committed by a union is a failure to fairly represent (see **fair representation**) all unit members without regard to union membership.

**UNION.** A labor organization “composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment . . . .”

**UNION-INITIATED MIDTERM BARGAINING ON NEW MATTERS.** Absent a bargaining waiver, the union has the right to initiate, during the life of the existing agreement, bargaining on matters not “**covered by**” the agreement. There is a split in the circuits, which the Supreme Court has agreed to resolve, regarding this statutory right, with the D.C. Circuit holding that the union has such a right (see *NTEU v. FLRA*, 810 F.2d 295 (D.C. Cir. 1987), and the Fourth Circuit holding that it does not (see *SSA v. FLRA*, 956 F.2d 1280 (4th Cir. 1992). Also see *Dept. of Energy v. FLRA*, Nos. 95-2949 and -3113 (4th Cir. Feb. 13, 1997), where the 4th Circuit went further and held that the FSLMRS *prohibits* such bargaining: consequently, such a right could not be established by collective bargaining agreement.

**UNIT.** See **APPROPRIATE UNIT**.

**UNIT CONSOLIDATION.** A no-risk procedure for combining existing units into one or more larger appropriate units.

**UNIT DETERMINATION ELECTION.** When (a) several petitioners seek to represent different parts of an agency, (b) the proposed units overlap, and (c) the FLRA finds that more than one of the proposed units are appropriate, it lets the employees vote for units as well as unions.

**WEINGARTEN RIGHT.** Under title 5, United States Code, section 7114(a)(2)(B), an employee being examined in an investigation (an investigatory examination or interview) is entitled to union representation if the examination is conducted by a representative of the agency, the employee reasonably believes that the examination may result in disciplinary action, and the employee asks for representation. Such examinations are called *Weingarten* examinations because Congress, in establishing this right, specifically referred to the private sector case establishing such a right.

**WORKING CONDITIONS.** See **CONDITIONS OF EMPLOYMENT**.