

NATIONAL AGREEMENT

between



and



The effective date of this Agreement is:

TBD

Social Security Administration
Office of Labor Management and Employee Relations

Table of Contents

	Preamble	Page 1
Article 1	Recognition and Coverage	Page 2
Article 2	Precedence and Effect	Page 3
Article 3	Management Rights	Page 4
Article 4	Employee Orientation	Page 5
Article 5	Employee Rights	Page 6
Article 6	Equal Employment Opportunity	Page 13
Article 7	Union Rights	Page 16
Article 8	Official Time	Page 17
	Sidebar to Official Time	Page 21
Article 9	Labor-Management Relations Committee	Page 22
Article 10	Facilities and Services	Page 23
Article 11	Part-Time Employment	Page 26
Article 12	Probationary, Trial, Term, and Temporary Employees	Page 28
Article 13	Position Classification	Page 30
Article 14	Personnel Records and Access to Information	Page 32
Article 15	Hours of Work	Page 34
	Attachment 1 Credit Hours Request Form	Page 41
Article 16	Leave	Page 42
Article 17	Telework	Page 53
	Exhibit 1 Telework Program Agreement	Page 62
	Exhibit 2 Telework Program Request and Safety Self-Certification	Page 65

	Sidebar to Telework	Page 68
Article 18	Details	Page 69
Article 19	Employee Reassignment Requests	Page 70
Article 20	Merit Promotion	Page 73
Article 21	Performance	Page 85
Article 22	Monetary Awards	Page 98
	Sidebar to Monetary Awards	Page 101
Article 23	Acceptable Level of Competence (WIGI)	Page 102
Article 24	Training	Page 105
Article 25	Health and Safety	Page 106
Article 26	Disciplinary Actions	Page 111
Article 27	Adverse Actions	Page 115
Article 28	Grievance Procedure	Page 120
Article 29	Arbitration	Page 128
Article 30	Expedited Arbitration	Page 131
Article 31	Reduction-in-Force	Page 134
Article 32	Dues Withholding	Page 135
Article 33	Negotiations	Page 139
Article 34	Duration and Termination	Page 144
Article 35	Office Space	Page 145
Article 36	Transportation Subsidies	Page 146

PREAMBLE

Whereas the Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers concerning conditions of employment and whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government, therefore it is resolved that labor organizations and collective bargaining in the Federal Service are in the public interest.

ARTICLE 1

Recognition and Coverage

Section 1 General

- A. This Agreement is entered into by and between the Social Security Administration, Office of Disability Adjudication and Review (hereinafter referred to as the Agency or ODAR) and the National Treasury Employees Union (hereinafter referred to as the Union or NTEU).

- B. NTEU is recognized as the exclusive representative of employees in a professional unit and a non-professional unit in accordance with Certification of Consolidation of Units, Case Number WA-RP-06-0085 and Case Number WA-RP-06-0092 FLRA Unit Certificates in Appendix 1, and as subsequently added to by the Federal Labor Relations Authority (FLRA). Employees included and excluded as of the date of this Agreement for both the Professional and Multi-Region Units are described on the FLRA Unit Certificates in Appendix 1. This Agreement covers all employees pursuant to said recognition.

- C. The parties further agree that should the Union request certification to include subsequently organized groups of employees in the consolidated unit, such certification will not be opposed by SSA if the grouping would otherwise be considered an appropriate unit under the Law. Upon certification by the FLRA, such groupings shall automatically come under this agreement.

Section 2 Employees

When the term "employee" is used in this Agreement, it is understood by the Parties that only bargaining unit employees are referred to, unless otherwise stated.

Section 3 Recognition

The parties hereby agree that NTEU is recognized at the Deputy Commissioner for Disability Adjudication and Review (DCDAR) level, or any successor thereto.

ARTICLE 2
Precedence and Effect

Section 1 Relationship to Laws and Government-Wide Rules and Regulations

In the administration of all matters covered by this Agreement, the parties are governed by the following: existing or future laws; government-wide rules and regulations in effect upon the effective date of this Agreement, as defined in 5 U.S.C. 71; and by government-wide rules and regulations issued after the effective date of this agreement that do not conflict with this Agreement. Where the terms of this Agreement conflict with Government-wide rules and regulations issued after the effective date to this Agreement, the terms of this Agreement shall be controlling unless the Agency provides notice and, upon request, bargains with the Union to the extent required by law.

Section 2 Effect of this Agreement

- A. In order to change any conditions of employment, working conditions, and past practices that were in effect on the effective date of this Agreement, and that are not covered by this Agreement, the Agency will provide notice and, upon request, bargain with the Union to the extent required by law.
- B. In order to change any Memoranda of Understanding, Letters of Understanding, Supplemental Agreements, Settlement Agreements or any other written agreements between the Parties that were in effect on the effective date of this Agreement and that are not covered by this Agreement, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law.
- C. This Agreement supersedes all prior collective bargaining agreements.

**ARTICLE 3
Management Rights**

Section 7106, Title VII of the Civil Service Reform Act of 1978, provides for management rights as follows:

- A. Subject to subsection (b) of this section, nothing in this Agreement shall affect the authority of any management official of any Agency--
 - 1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - 2. in accordance with applicable laws--
 - a. to hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - c. with respect to filling positions, to make selections for appointments from--
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this section shall preclude any agency and any labor organization from negotiating--
 - 1. at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
 - 2. procedures which management officials of the agency will observe in exercising any authority under this section; or
 - 3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4

Employee Orientation

Section 1

The Chapter Secretary and President will be notified when a new employee(s) is/are hired. This will be accomplished by providing them with the employee's name, duty station, position, salary, effective date, and personnel codes, via email or other document containing this information. This information will be provided to the Union prior to the employee's first date of employment, where it is not, the Employer may telephonically contact either union representative with the data and send the information promptly thereafter. Upon request, the Union Designee or Steward will be provided with a reasonable amount of official time, normally thirty (30) minutes, to address the new employee(s). Addressing new employees may be accomplished telephonically or, at the Union's expense, in person or through written material. The Union will have the right to discuss the contract, current labor-management issues, its insurance programs, the laws and regulations on federal sector labor relations, its internal structure, and any other subject not prohibited by law.

Section 2

In all cases, employees newly assigned to ODAR bargaining unit positions will be provided by the Employer a direct electronic link to the negotiated agreement with Union contact information during the initial personnel processing when they report for duty. Additionally, they will receive an introductory letter from the Union.

ARTICLE 5 Employee Rights

Section 1

Professional employees are employees engaged in the performance of work:

- A. Requiring knowledge of an advanced type in a field of learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);
- B. Requiring the consistent exercise of discretion and judgment in its performance;
- C. Which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and
- D. Which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time.

Section 2

- A. All employees shall be treated fairly and equitably in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, disability, sexual orientation, parental status, genetic information, gender identity and with proper regard and protection of their privacy and constitutional rights.
- B. The Parties recognize the need for supervisors, management officials, union representatives, and employees to treat each other and members of the public with courtesy, consideration, and respect.
- C. Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to health or safety.

Section 3

The initiation of a grievance in good faith by an employee will not cause any reflection on his/her standing with his/her supervisor or on his/her loyalty or desirability to the organization. Employees who have relevant information concerning any matter for which

remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. The Employer will not impose any restraint, interference, coercion or discrimination, or reprisal against any employee in the exercise of his/her right to designate a Union steward for the purpose of representing the employee to any government agency or official other than the Employer.

Section 4

- A. Any discussions with employees by representatives of the agency which may reasonably be considered by an employee to lead to disciplinary action will be conducted in a private room. Upon request, the employee, in such instance, has the right to have his/her Union Representative at such examination. If there is a disagreement between the employee and the agency representative as to the employee's right to Union representation, the examination will not continue at that time. In such situations, Management may reschedule the examination after a representative has been secured. If the representative is unavailable, the examination will be terminated and rescheduled as soon as practicable after a representative has been secured, normally within one workday. The Parties recognize that representation may be performed in-person, by telephone or by video at the election of the Union. The Agency will incur no expenses related to in-person representation.
- B. Routine discussions, counseling, and appraisal interviews involving work performance shall not normally lead to disciplinary action for the purposes of this section.
- C. Employees will be informed of their right to representation in those situations specified in Section 4 A. of this article by notices distributed to employees annually electronically.

Section 5

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

Section 6

Each employee shall have the right to join, or assist the Union without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided in law and this Agreement, such rights include the following:

- A. The right to act for the Union in the capacity of a representative;

- B. The right, in that capacity, to present the views of the Union to heads of offices, departments and agencies or other officials of the Government, the Congress, or other appropriate authorities; and
- C. The right to engage in collective bargaining with respect to terms and conditions of employment through representatives of the Union.

Section 7

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations will be voluntary.

Section 8

A. The Agency will make every effort to ensure that employees receive their full compensation due on the established payday. For replacement of regular salary payment when such payment is not received, the employee may request assistance from his/her supervisor or contact the payroll liaison in the servicing personnel office.

B. If an employee is not provided a salary payment when due, the day following the issuance of the replacement payment, the employee may request appropriate leave to pay necessary bills and conduct any other business as a result of the payment . Such leave will be granted in accordance with the leave provisions of this Agreement.

Section 9

The Employer may present notice to an employee via email or in writing. When the Employer presents written notice concerning an action pertaining to an employee, the notice will consist of one (1) original and one (1) copy which the employee may transmit to his/her union representative. In addition to personnel actions, notices could include but are not limited to:

- A. Imposition of flextime and/or AWS restriction;
- B. Imposition of sick leave restriction;
- C. Denial of request for outside employment;
- D. Denial of request for advanced annual or sick leave;
- E. Denial of request for leave to exceed three (3) days;
- F. Denial of request for access to the employee's official personnel folder; and

G. Denial of request for conversion to or from part-time employee status.

The right to a representative set out in Article 5, Section 4 on employee rights, will apply when letters of proposed adverse or disciplinary action are given to employees.

Additionally, at the time the decision letter is presented, the Employer will notify the employee of grievance and appellate rights established by law, rule or regulation, and this Agreement.

Section 10

The Agency may order an employee to undergo a fitness for duty examination only in accordance with applicable federal law and regulation.

Section 11

An employee may withdraw a resignation at any time prior to its effective date provided the withdrawal is communicated in writing to the Agency, and the Agency has not made a valid commitment to any specific person to fill the position.

Section 12

A. For the purpose of this article and in accordance with 5 U.S.C. 2302, "prohibited personnel practice" means any action described in Section 13.

B. For the purpose of this article, "personnel action" means:

1. An appointment;
2. A promotion;
3. An adverse action, disciplinary action, or other corrective action;
4. A detail, transfer, or reassignment;
5. A reinstatement;
6. A restoration;
7. A reemployment;
8. A performance evaluation under Chapter 43 of Title 5 of the United States Code;

9. A decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this sub-section; and
10. Any other significant change in duties or responsibilities which is inconsistent with the employee's salary or grade level.

Section 13

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

- A. Discriminate for or against any employee on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation;
- B. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration of any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:
 1. An evaluation of the work performance, ability, aptitude, or general qualifications of such individual, or
 2. An evaluation of the character, loyalty, or suitability of such individual;
- C. Coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee as a reprisal for refusal of any person to engage in such political activity;
- D. Deceive or willfully obstruct any person with respect to such person's right to compete for employment;
- E. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospect of any other person for employment;
- F. Grant any preference or advantage not authorized by law, this Agreement, rule, or regulation to any employee (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
- G. Appoint, promote, employ, advance, advocate for appointment, employment, or advancement, in or to a position in the bargaining unit, any individual who is a relative of such employee;

- H. Take or fail to take a personnel action with respect to any employee as a reprisal for:
1. A disclosure of information by an employee which the employee reasonably believes evidences:
 - a. A violation of any rule, law, or regulation, or
 - b. Mismanagement, a gross waste of funds, an abuse of authority or a substantial and specific danger to the health and safety of fellow employees or the public if such disclosure is not otherwise prohibited by law; or
 2. A disclosure to the Special Counsel of the Merit Systems Protection Board, or the Inspector General of an agency or another employee designated by the Associate Commissioner to receive such disclosures, of information which the employee reasonably believes evidences:
 - a. A violation of any rule, law or regulation, or
 - b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public and employee health and safety;
- I. Discriminate for or against any employee on the basis of conduct which does not adversely affect the performance of the employee or the performance of others; except that nothing in this paragraph shall prohibit the Employer from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States; or
- J. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing or concerning merit system principles contained in 5 U.S.C. 2301.

Section 14

- A. The Commissioner or designee may waive in whole or in part a claim of the United States in an amount aggregating not more than \$1,500 against any person arising out of: (1) an erroneous payment of pay or allowances to or on behalf of an employee; or (2) an overpayment resulting from failure to make a deduction for a statutory benefit program. Statutory benefit programs include: retirement, social security, health benefits, and life insurance.
- B. Management will waive collection action under the claim when it would be against equity and good conscience and Management has determined that these criteria will be met when the erroneous payment of pay or allowances occurred through

administrative error and that there is no indication of fraud, misrepresentation, fault, or lack of good faith on the part of the employee or any person having an interest in obtaining a waiver of the claim. Any unexplained increase in pay or allowances which requires a reasonable person to make inquiry concerning the correctness of his/her pay or allowances, ordinarily would preclude a waiver when the employee fails to bring the matter to the attention of appropriate officials. Waiver of overpayment of pay and allowances under this standard necessarily must depend upon the facts existing in the particular case.

- C. Where there is an overpayment resulting from failure to make a deduction for other purposes, a waiver may not be considered. Such other deductions include: federal taxes, state taxes, bonds, savings or charitable contributions.
- D. Collection of overpayments under this Article shall be in accordance with applicable law, rules and regulation.

Section 15 Outside Employment

- A. All employee requests to engage in outside employment or activities shall be in writing and must be submitted in advance of the proposed starting date of such employment.
- B. The Agency agrees to address any written request as quickly as possible after such a request is received, but in no case later than twenty-one (21) days following receipt by the Regional Chief Administrative Law Judge (RCALJ). If no response is issued within twenty-one (21) days, the Union may request expedited arbitration in accordance with Article 30.
- C. If an employee is not satisfied with the decision of the RCALJ, he/she may appeal the decision to the Office of the Chief Administrative Law Judge (OCALJ) within ten (10) days. The OCALJ will have fifteen (15) days following receipt of the appeal to issue a decision. If no response is issued within fifteen (15) days, the Union may request expedited arbitration in accordance with Article 30.
- D. If an employee is not satisfied with the decision of the OCALJ, the Union may request expedited arbitration in accordance with Article 30.

ARTICLE 6

Equal Employment Opportunity

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment, pregnancy and gender identity), sexual orientation, national origin, age, disability, genetic information, reprisal, parental status, marital status and political affiliation. The Parties agree that equal employment opportunity shall be administered in accordance with all applicable equal employment opportunity laws, regulations and agency policy.

Section 1

Where the development and implementation of the Employer's Equal Employment Opportunity Programs involve changes in personnel policies, practices or working conditions, the Employer will fulfill its bargaining obligations with the Union under Chapter 71 (labor-management relations statute). The Employer agrees to negotiate changes in working conditions resulting from a grievance or complaint filed under this article to the extent required by 5 U.S. C 71. Such bargaining may be completed on a post-implementation basis if necessary to allow the Agency to comply with timeframes established by a 3rd party such as the Equal Employment Opportunity Commission (EEOC).

Section 2

- A. Any employee who believes that he/she has been discriminated against on any of the grounds set forth above may file one (1) of the following:
1. A complaint under agency procedures for filing a complaint of discrimination pursuant to EEOC Regulations and policies; or
 2. A grievance pursuant to the provisions of Article 28 of this Agreement; or
 3. An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges that the basis for the action was prohibited discrimination.
- B. In accordance with the provisions of 5 U.S.C. 7121 and 29 CFR part 1614, the following apply:
1. An employee, at his/her option, may file a grievance under the provisions of this Agreement, a formal complaint in writing under EEOC regulations and procedures

for filing a complaint of discrimination, or an appeal directly with the MSPB. The employee may file under only one process.

2. An employee shall be deemed to have exercised his/her option under this section at such time as the employee timely initiates a formal complaint in writing under the applicable statutory procedure, timely files a grievance in writing in accordance with the provisions of this Agreement, or timely files an appeal with the MSPB. The employee is entitled to expeditious processing of the complaint within the time limits prescribed by regulations.
 3. The selection of the negotiated grievance procedure contained in this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved employee to request the MSPB to review the final decision in the case of any personnel action that could have been appealed to the MSPB, or, where applicable, to request the EEOC to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission.
- C. Appeals to the Merit Systems Protection Board or the Equal Employment Opportunity Commission shall be filed pursuant to such regulations as the Board or the Commission may prescribe.

Section 3

- A. Employees are free to consult with an EEO counselor prior to filing a grievance. This consultation should take place within fifteen (15) days of the alleged incident or a longer period, if allowed by law. If an EEO counselor is consulted, the time for filing a grievance will not begin to run until one (1) or both parties terminates the counseling. Any grievance that an employee elects to file under this article shall be filed in accordance with the terms of Article 45 of this Agreement.
- B. The names, offices, and telephone numbers of appropriate EEO counselors shall be posted on official bulletin boards.
- C. The Employer recognizes the right of the Union to prepare and provide a notice to the employee providing the employee with appropriate information regarding the exercise of the employee's rights under the negotiated grievance procedure as well as the rights contained in this article. The Employer agrees to distribute electronically the notice provided by NTEU to each employee who requests counseling.
- D. The counselor shall not reveal the identity of an aggrieved employee who has come to him/her for consultation, except when authorized to do so by the aggrieved employee or when required by law.

- E. The employee may, at any stage in the processing of the complaint, be represented by a union representative or may proceed without union representation. If the employee is pursuing a complaint under the grievance procedures of this Agreement and he/she elects to proceed without union representation, the Union has the right to be present at any meeting between the Employer and the employee concerning the grievance.

Section 4

- A. The Employer is responsible for following the EEOC's guidance in Management Directive 715 (MD-715) for establishing and maintaining effective programs of equal employment opportunity under Section 717 of Title VII of the Civil Rights Act of 1964, as amended, and Section 501 of the Rehabilitation Act of 1973, as amended.
- B. After the Employer has submitted its annual MD-715 Report to the EEOC, a copy of the final Report will be provided to the Union and any bargaining obligation will be fulfilled. The Employer also shall provide the Union with data pertaining to the NTEU bargaining unit.

Section 5

- A. The Employer and the Union will encourage employees who believe they have been subjected to harassing conduct prohibited by anti-discrimination laws to immediately notify the Employer or the EEO office or to consult with a union representative.
- B. NTEU may appoint one person to act as an EEO representative. Such representative may attend the Labor Management Relationship Committee set forth in Article 9 of this Agreement. Such representative shall be an additional NTEU member of the LMRC established pursuant to Article 9 of this Agreement.

ARTICLE 7 Union Rights

Section 1

The Union will be afforded an opportunity to be represented at any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees or their representatives concerning (a) any grievance or (b) any personnel policy or practice or other general condition of employment. For discussions with employees concerning grievances, the supervisor or manager intending to hold such a discussion will provide the appropriate union representative with reasonable advance notice of the discussion via email. For formal discussions dealing with matters other than grievances, the Union will be given advance notice of the meeting via email or by telephonically contacting the Chapter President or designee, when practicable, at least two (2) agency work days in advance of the discussion.

Section 2

At those meetings where the Union is represented, the attendance of the Union Representative will be acknowledged by the Employer at the start of the meeting. Furthermore, the Employer will permit the Union Representative to ask questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues. All issues to be discussed at the meeting by the Employer will be listed in a written agenda, where possible, which will be forwarded to the Union at the same time that the Union receives prior notice of the meeting.

Section 3

The Employer will send to the Chapter President or his/her designee information on a terminated employee including name, termination date and work location.

Section 4

The Union may refuse to represent non-members in matters outside the contract, e.g., statutory appeals, adverse actions, or EEO complaints.

Section 5

The Union has the right to file as a grievance under this contract any alleged unfair labor practices. When it does so, however, it waives its right to file an unfair labor practice charge over the same issue with the appropriate authorities under law and regulation.

ARTICLE 8 Official Time

Section 1 Policy Statement

All employees are expected to accomplish their Agency assigned duties unless authorized to use official time in accordance with this Agreement. The Agency recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, employees who are also Union representatives have the responsibility of carrying out representational duties.

Section 2 Designation

- A. The Chapter President will provide the Office of Labor-Management and Employee Relations (OLMER) with electronic lists of all designated union representatives within 30 days of the effective date of this Agreement. The Chapter President will continue to provide OLMER with updated summary lists as necessary. Each list will include the name, designated official time caps available to the representative as set forth in Section 5.C. below, duty location, and telephone number of each designated union representative.
- B. Only those union representatives identified on the list provided by the Chapter President will be authorized official time for union representational activities and labor-management relations functions.
- C. The Chapter President may appoint as many representatives as he/she deems necessary. However, the Union can designate no more than two (2) designated official time users at any one time from any hearing office, regional office, national hearing center, or national centralized unit.

Section 3 Union Sponsored Training

- A. The Agency recognizes that union sponsored training is an appropriate representational activity for which official time may be used. When requesting official time for union sponsored training or conferences, the Union will provide the appropriate management official with documentation at the time of the request, denoting the date, location, subject matter, and provider or sponsor of the training or conference. The request will also include a statement detailing how the course content is appropriate for official time in accordance with 5 U.S.C. Chapter 71 and the provisions of this article. Requests for official time under this provision shall be subject to advance approval by Management. Management will timely respond to the request after receiving the information from the Union.

B. The Agency's sole expense for all union sponsored training will be official time.

Section 4 Exclusions

- A. Official time shall not be authorized for work performed at home (unless the union representative has an authorized telework agreement) or outside the time the union representative would otherwise be in duty status.
- B. In accordance with 5 U.S.C. §7131 (b), the use of official time is prohibited for internal union business.
- C. Unless specifically authorized by the Agency, approved official time can only be performed in a Social Security Administration (SSA) controlled facility or at a management approved ADS in accordance with Article 17.
- D. Union designated official time users who are on a Performance Assistance (PA) or an Opportunity to Perform Successfully (OPS) plan will not be authorized official time during the period of the PA or OPS.

Section 5 Provisions for Official Time

- A. Consistent with 5 U.S.C. Chapter 71 and this Agreement, union representatives will be granted official time, subject to the availability of official time as described below, for the following representational activities:
 - 1. Term Negotiations—to prepare for and negotiate a collective bargaining agreement.
 - 2. Mid-Term Negotiations—to prepare for and bargain over issues raised during the life of a term agreement.
 - 3. Dispute Resolution—to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the Merit Systems Protection Board (MSPB), FLRA and, as necessary, to the courts.
 - 4. General Labor-Management Relations—meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, union participation in formal meetings and investigative interviews, and all other general labor relations activities consistent with 5 U.S.C. Chapter 71.

- B. Unused official time hours do not carry over into the next fiscal year. The bank will be established in accordance with the sidebar to Article 8 dated February 12, 2014.
- C. Union representatives will be allowed to use the official time hours described in Section 5.B. in the performance of union representational activities as described in Section 5.A. as follows:
 - 1. Four (4) union representatives will each be authorized to use up to a maximum of 2080 hours per fiscal year;
 - 2. One (1) union representative will be authorized to use up to a maximum of 1040 hours per fiscal year;
 - 3. All other union representatives will each be authorized to use up to a maximum of 520 hours per fiscal year.
 - 4. Part-time employees designated as official time users will be authorized a prorated number of hours based on their tour of duty. Hours worked in excess of the part time tour do not affect this calculation.
 - 5. All official time use is subject to the availability of bank hours as described in Section 5.B.
- D. NTEU shall determine the amount of official time allocated to each designated representative, subject to the limitations in C above.
- E. Union representatives are required to stagger their use of authorized official time hours over the course of the fiscal year. Union representatives will coordinate official time usage with their supervisors to accommodate both union representational activities and Agency assigned duties. The parties recognize that a mutually agreed upon schedule is the preferred method for scheduling official time.

Section 6 Time and Attendance Responsibilities of Official Time Users

- A. Union representatives will complete their daily time and attendance responsibilities in accordance with Agency policy. Union representatives unable to complete their daily time and attendance responsibilities at their official duty stations because they are off-site on labor-management business will make arrangements with their supervisors in advance to complete the time and attendance responsibilities on a daily basis.
- B. The Agency will not pay travel and per diem for representational activities unless authorized by this Agreement.

Section 7 Official Time Requests and Reporting Procedures

- A. All requests for official time will be submitted via Official Union Time Tracking System (OUTTS) or equivalent electronic reporting system. Sufficient information (i.e., time, date, telephone number where he/she can be reached, representational category, and specific location if other than normal duty station) must be included with the request to allow the approving official to determine if the time requested and activity described meet the criteria outlined in this Article. Approval from the authorizing official generally should be obtained prior to engaging in official time. The official time user will inform the supervisor when he/she returns to work after completion of the representational activity and make any necessary adjustments to the initial request for official time.

- B. If the Agency is unable to approve a request for official time, the reason for denial will be provided. If an operational need does not permit the union representative to use the official time when requested, another opportunity to use official time will be determined, keeping in mind the interests of the union and employees as well as the needs of the Agency. When the Agency determines that a union representative's presence is necessary to meet the Agency's work requirements, the Agency will, within one work day, identify an alternate day and time for use of the requested official time.

SIDEBAR TO ARTICLE 8 (OFFICIAL TIME)

1. The parties agree that from the date of execution of this agreement through FY 2015, the amount of official time that NTEU may use will be reasonable. The amount of official time actually used pursuant to this agreement for all of FY2015, as reported to OUTTS, will be deemed the bank of total official time available for NTEU use for FY 2016 and ensuing fiscal years while this collective bargaining agreement remains in effect.

ARTICLE 9
Labor-Management Relations Committee

Section 1 General

- A. The Parties recognize that the negotiation of a formal agreement is but one element of successful and effective labor-management relations. Therefore, it is agreed that a Labor-Management Relations (LMR) Committee shall meet for the purpose of exchanging information and discussing appropriate matters of concern and interest including, but not limited to, the broad areas of equal employment opportunity, safety, training, personnel policies, career advancement, personnel practices and procedures, and matters affecting employee working conditions.
- B. The LMR Committee shall consist of three (3) Union and three (3) Agency representatives. Meetings of the LMR Committee will be held in ODAR Headquarters.

Section 2 Meetings

- A. At the request of either Party, the LMR Committee shall meet semi-annually. Normally, meetings will be scheduled for two (2) days in May and October, unless the Parties mutually agree otherwise. Additional meetings may be held at the mutual agreement of the Parties.
- B. If neither Party submits a request to meet with accompanying agenda items by April 30 or September 30, no meeting will be scheduled for that time period. When scheduled, such meeting may be cancelled or rescheduled by mutual consent.
- C. Matters not on the agenda may be discussed by mutual consent.
- D. It is understood that the Parties shall not consider specific grievances, complaints, or appeals. However, this does not preclude the discussion of general personnel policies, practices, and working conditions which might give rise to grievances, complaints or appeals, so that these future problems might be identified for possible preventive action when appropriate.

Section 3 Minutes

At the conclusion of each meeting, the Agency will prepare the minutes of the meeting which shall include a statement of agenda items with a brief review of the Parties' discussion. These proposed minutes will be forwarded to the Union for appropriate comments and changes. Upon mutual agreement as to the content of the minutes, such will become the official record of the meeting. A copy of this record will be forwarded to the Chapter President.

ARTICLE 10 Facilities and Services

Section 1 Union Access to Employer Space

- A. Upon advanced notice that a union officer or steward needs additional space to conduct his or her representational duties, the Employer will provide the Union on an as needed basis with reasonable access to available enclosed space affording privacy.
- B.
1. The Employer will attempt to provide the Union a reasonable amount of space after duty hours, if available, on a periodic basis to conduct ballot box elections and referenda pursuant to its by-laws. Such availability will be determined by whether or not work functions of the office will be disrupted. Such requests must be made at least seven (7) calendar days in advance of its projected need.
 2. Enclosed union office space will be provided in the hearing office where the Chapter President is employed for the conduct of legitimate union business. That office will be in addition to the office the Chapter President has pursuant to his or her duties as an employee and be of at least the same size as other NTEU employee offices in that hearing office (but not less than one hundred and twenty (120) square feet). However, in the unlikely event that an additional office is not available in a hearing office, the parties will discuss alternate arrangements for providing space to the Chapter President. In such circumstances, the Agency will make every reasonable effort to provide an additional private office.

The office will be outfitted with a desk, chairs, a door lock, lockable file cabinet, phone with conferencing capability, and, within a reasonable time, the latest computer hard and software otherwise available to unit employees. In-lieu-of an office, Management may locate the Chapter President in a vacant ALJ office until one becomes available and without creating any union entitlement to that kind of office.

3. Upon request, union officers and stewards will be provided a lockable file cabinet.
4. Upon request from a union officer or steward, the Agency will provide reasonable access to agency facilities during non-duty hours.

Section 2

- A. Union representatives may use Employer telephone system, computers and photocopiers, at no cost to the Union, in connection with labor-management business, provided that the work process of the Employer has priority as to the use of the facilities.

Union representatives may use their own personal computers, printers, and paper (or the Union's) at work in connection with labor-management business provided they are on approved official time; or, for internal union business, provided the Union Representative is on non-duty time, complies with Agency policy on use of personal computers/printers, and such use does not interfere with work activities of the Employer. The Parties agree the Employer will not be held responsible for loss, damage, or theft of such equipment while on government owned or leased property or while employees are engaged in such use of their personal property.

- B. Union officials will have reasonable access to existing fax machines, E-mail, and, consistent with Postal Regulations, the regular U.S. Mail system of the hearing office for the purpose of communicating with (a) management officials, (b) other union officials, or (c) employees concerning representational matters. An employee will, upon request, be provided with reasonable access to existing fax machines, E-mail, and the regular U.S. Mail system of the Hearing Office to communicate with Union officials concerning representational matters. With prior supervisory approval, union officials and employees may also utilize commercial delivery services for these reasons in those instances where comparable services are not offered by the U.S Mail system or where commercial delivery services are more economical.

Section 3

- A. Upon request, the Employer will provide the Union with existing bulletin board space. Furthermore, it will permit the Union to post its own bulletin board at an appropriate location. It is agreed that material to be posted shall conform to the constraints outlined in paragraph B below.
- B. The Employer will permit the Union to distribute union literature in work areas during non-work times. Such literature must not be libelous or slanderous to a government official. In addition, the Union may distribute literature in work areas during the working hours of the employees as long as the distribution does not disrupt the flow of work. Where the Union distributes literature in work areas on work time, the person distributing must do so on his/her own time or appropriate leave.
- C. The Employer agrees to list the name, hearing office, and telephone number of the Chapter's National Officers, Regional Vice-Presidents, and Stewards in the Employer's telephone directory when such information is provided by the Union.

Section 4

Each steward, designated representative, and Chapter Officer, as well as the employee(s) exercising their rights pursuant to this Agreement shall be permitted to utilize the long distance system servicing their duty station. No other usage (such as, but not limited to,

internal union business, solicitation of members, etc.) is authorized by this section. Use of the long distance phone service shall be limited in duration to periods not exceeding thirty (30) minutes per telephone call. However, calls expected to exceed thirty (30) minutes in duration require advance permission from his or her immediate supervisor.

Section 5

- A. In view of the Parties' agreement to encourage the use of telephones for conducting labor management relations, the following will apply to all Chapter Officers and Stewards to the extent possible with existing technology:
1. A single line hook-up in their work area;
 2. Telephone features or services which the Union has/had such as individual telephone numbers, call forwarding, hold buttons;
 3. The Employer will not assume responsibility for maintenance of Union-owned supplemental equipment; and
 4. The Employer will meet this obligation in the most cost effective way.
- B. Considering the national character of the bargaining unit and the relative isolation of work sites of employees, the availability of confidential phone service is essential for union officials to carry out their duties as mandated by statute, regulation, rule, and contract.

ARTICLE 11
Part-Time Employment

Section 1 General

- A. The Agency recognizes that part-time employment provides Management with the flexibility to meet work requirements and provides a benefit to employees who require or prefer shorter hours.
- B. For the purpose of this Article, part-time employees are those who are employed in permanent positions with a pre-scheduled tour of duty from sixteen (16) to thirty-two (32) hours per week.

Section 2 Procedures

- A. The Agency will consider employee requests to work part-time, including job-sharing requests.
- B. Employee requests for part-time employment must be made in writing to the employee's first line supervisor.
- C. The Agency will give fair and objective consideration to the employee's request for part-time employment and grant or deny such requests based on the Agency's need for the employee's services, the availability of resources and the impact on the efficiency of the service. A factor to be considered by the Agency will be reasonable evidence of a significant hardship in an employee's life which could be relieved in whole or in part by a change to part-time status. However, hardship is not the only reason that a change to part-time work may be granted.
- D. Requests will normally be approved or disapproved within thirty (30) days of receipt by the employee's first line supervisor.
- E. Where such a request is rejected, the reasons for rejection will be explained in writing to the employee. Consideration of a request must be consistent with workload and ceiling requirements and the needs of the position currently occupied.
- F. Prior to submission of a part-time request, employees should request, and the Agency agrees to supply, information concerning the impact of the conversion from full-time to part-time employment in the areas of retirement, reduction-in-force, health and life insurance, promotion, and step-increases. This does not preclude employees from requesting and receiving such information at other times.

Section 3 Involuntary Reassignment

No employees will be involuntarily reassigned from a full-time position to a part-time position unless a reduction-in-force or adverse action procedures are followed. Before reduction-in-force procedures are taken, the Agency will determine if any qualified employees would voluntarily take a part-time position.

Section 4 Other

A change in an employee's part-time status (including altering his/her work schedule) will not be used in-lieu-of disciplinary or adverse actions.

ARTICLE 12
Probationary, Trial, Term, and Temporary Employees

Section 1 Definitions

- A. A probationary employee is an individual in a career-conditional or career appointment who must serve a one-year probationary period.
- B. A trial employee is an individual appointed to an excepted service position who must serve a two-year trial period.
- C. A term appointment is an appointment for a period of more than 1 year but not more than 4 years to positions where the need for an employee's services is not permanent. 5 CFR 316.301 *et seq.*
- D. A temporary limited appointment is an appointment that is used to fill a short-term position and is not expected to last longer than one year. 5 CFR 316.401 *et seq* and 5 CFR 213.104.
- E. The parties agree that employees who have a reasonable expectation of continued employment are bargaining unit employees.

Section 2 General Guidance

- A. The Agency agrees to provide probationary and trial employees with the opportunity to develop and to demonstrate their proficiency.
- B. Probationary and trial employees will be entitled to ongoing counseling about their conduct and performance.
- C. Probationary and trial employees may be separated at any time with ten (10) days advance notice in writing from the Agency. Such notice will contain applicable appeal rights. The employee may reply to the Agency's notice of separation.
- D. The Agency will provide notice to those employees serving in a temporary or term appointment as to the expiration of the appointment.
- E. For performance related terminations, trial and probationary employees may choose, up to their termination time and date, voluntary resignation. When a trial or probationary employee voluntarily resigns, all personnel records shall reflect only that the resignation was voluntary.

Section 3 Temporary Employees

- A. The parties agree that temporary employees who have a reasonable expectation of continued employment are bargaining unit employees.
- B. A reasonable expectation of continued employment, normally, does not exist when employees are hired on a temporary basis. Reasonable expectation for continued employment may exist if budget and ceiling allowances exist to convert temporary employees to permanent employees.
- C. It is the general policy of the Employer that temporary employees who have a reasonable expectation of continued employment will be converted to a career conditional status in the excepted service at the earliest possible opportunity.

Section 4

- A. The Employer agrees to advise a temporary employee of his/her status whenever possible two (2) months prior to the end of his/her temporary appointment.
- B. The Parties agree that when the Employer determines that a temporary employee is not to be converted to a career conditional status or will not be reappointed for a subsequent temporary appointment, it will give the affected employee written notification of such determination stating the reasons for the determination. If appropriate, the determination shall state the appeal rights of the affected employee.
- C. Pursuant to law, the above provisions do not apply when the Employer is terminating a temporary employee for performance based reasons or taking an adverse action against a temporary employee.

Section 5

Temporary employees may choose, up to the end of their appointment period, voluntary resignation. When a temporary employee voluntarily resigns, all personnel records shall reflect the voluntary nature of the resignation.

ARTICLE 13
Position Classification

Section 1 New/Revised Position Descriptions

When the Agency proposes changes or creates new standardized position descriptions for bargaining unit employees, the Union may make recommendations and present supporting evidence concerning their adequacy. The Agency agrees to review the presentation and advise the Union of the results of its review.

Section 2 Changes in Classification Standards

The Agency agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees in the unit due to reorganization, when changes in position classification standards result in classification changes, or when changes will be made in position classification standards which could result in classification changes. The Agency further agrees to furnish the Union copies of proposed classification standards for bargaining unit jobs referred to the Agency by the Office of Personnel Management for comment.

Section 3 Position Descriptions

- A. The Agency agrees to provide each employee with a copy of his/her position description when they enter on duty and when the position description is modified or changed.
- B. The Agency agrees that the position description for each position will accurately reflect the actual duties, responsibilities, and the supervisory relationships pertaining to the employee filling that position.
- C. Whenever a position description is amended, the Agency will provide copies to NTEU prior to issuance.

Section 4 Classification Appeal

The Agency agrees that work will not be reassigned for the purpose of avoiding reclassification during a classification appeal.

Section 5 Other Duties as Assigned

The phrase "other duties as assigned" does not relate to duties normally assigned to a position, but rather is meant to include tasks of an incidental, infrequent, or emergency nature, which it is impractical to include in the narrative portion of the job description.

Section 6 Grievance

Employees may grieve those classification decisions that result in reductions in grade or pay.

ARTICLE 14
Personnel Records and Access to Information

Section 1 General

- A. Each employee and/or the employee's representative (designated in writing) shall, upon written request and proper identification, be granted access to any record(s) pertaining to the employee with the exception of records restricted by the Office of Personnel Management, and/or other records restricted by law or higher regulation. Such access will take place electronically whenever possible, or in the case of hard copies, in the presence of the individual(s) having official custody of the record. Upon request, employees will be advised how to access their electronic Official Personnel Folder (eOPF).
- B. Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained or available, the Agency will initiate prompt action to obtain the records from their location.
- C. Copies of such documents may be furnished to the employee and/or designated representative upon written request. The Agency agrees that such copies shall be free of charge.
- D. Any record which is not available to the employee or his/her representative (designated in writing) for inspection and review will not be made available to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use and consistent with provisions of the Privacy Act of 1974.

Section 2 SSA 7B Extension File

- A. The SSA 7B Extension File is the only authorized file for official personnel records which may be maintained by a supervisor.
- B. The SSA 7B Extension Files will be screened and purged annually and outdated material shall be removed. Records shall be retained only as long as such administrative need exists.
- C. Employees shall be advised of the nature and purpose of their personnel folder, SSA 7B Extension File, and of their locations. Employees shall be notified and given a photocopy of any material placed in the SSA 7B Extension File within three (3) working days. Employees who review their official personnel file may request a copy of material not routinely furnished them. Employees should acknowledge receipt by

signature. It is understood such acknowledgment does not constitute agreement with the contents.

- D. Memory joggers are notes or diaries maintained by a supervisor with regard to his or her work unit on employees and are not official records, but merely an extension of the supervisor's memory.
1. Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person or placed in the SSA 7B Extension File. In those cases where an employee ceases to be supervised by an individual, the personal notes of the supervisor shall not be transferred to the employee's new supervisor.
 2. Such notes or diaries may not be used as documentary evidence in a disciplinary action, adverse action, or action based on unacceptable performance unless a copy is provided to the employee within ten (10) days of the date they are recorded. The employee will be given an opportunity to comment, orally and/or in writing, on any such copy provided to the employee.

Section 3 Record Maintenance

It is agreed that the eOPF and other personnel records will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974. The Agency will purge records in accordance with that standard.

Section 4 Privacy Act

Managers or other representatives of the Agency may not maintain personal files on employees outside of the eOPF, unless the files are properly declared under the Privacy Act.

Section 5 Systems of Records

The Agency shall provide the Union an electronic link to the annual Federal Register Notice concerning Systems of Records and to any pertinent amendments thereto. No change in the operation of those records affecting a condition of employment may be implemented for bargaining unit employees after the effective date of this Agreement until the Union has been notified and any bargaining obligations pursuant to the Statute or this Agreement have been discharged.

ARTICLE 15 Hours of Work

Section 1 Definitions

- A. **Basic Work Requirement.** The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise. For full-time employees, the basic work requirement is eighty (80) hours per biweekly pay period.
- B. **Core Hours.** That portion of the day during which all employees must be present for work. The core time band is from 9:30 a.m. to 3:00 p.m. for all offices, except in the National Hearing Centers, where it is 9:30 a.m. to 2:30 p.m.
- C. **Flexible Time Bands.** That portion of the workday during which an employee has the option to select and/or vary starting or quitting times within the limits established in this article.
 - 1. For all offices except the National Hearing Centers, the flexible time bands are:
Morning Flexible Time Band: 6:30 a.m. – 9:30 a.m.
Afternoon Flexible Time Band: 3:00 p.m. – 6:00 p.m.
 - 2. For National Hearing Centers and other locations with an ODAR approved start time of 6:00AM, the flexible time bands are:
Morning Flexible Time Band: 6:00 a.m. – 9:30 a.m.
Afternoon Flexible Time Band: 2:30 p.m. – 6:00 p.m.
 - 3. The Agency may, in the event of workload or training needs, direct specific arrival and departure times. This notification will be made prior to the end of that employee's tour on the employee's previous workday.
- D. **Flexible Work Schedules (FWS).** A schedule including core time and two (2) flexible time bands. A flexible work schedule allows an employee to fulfill the basic eighty (80) hour biweekly work requirement in ten (10) workdays or fewer.
 - 1. **Flextime** – A flexible work schedule that allows employees to choose their starting time, subject to certain limitations, on a daily basis. Employees under a flextime program have specific core hours, specific flexible hours, and have an eight (8) hour daily basic work requirement.
 - 2. **Flexible 5/4-9 Schedule.** A schedule in which an employee fulfills the basic work requirement of eighty (80) hours in a biweekly period over a span of nine (9) workdays - five (5) days one (1) week, four (4) days the other. Employees under the flexible 5/4-9 schedule work nine (9) hours daily for four (4) days each week, the remaining day each week alternates from an eight (8) hour day to a day off

every other week.

3. Flexible 4/10 Schedule. A schedule in which an employee fulfills the basic work requirement of eighty (80) hours in a biweekly period over a span of eight (8) workdays - four (4) days one (1) week and four (4) the next. Employees under the flexible 4/10 schedule work ten (10) hours daily for four (4) days each week. The remaining day each week is a day off.
- E. Credit Hours. Hours in excess of the daily basic work requirement which an employee on flextime elects to work, with supervisory approval, within the afternoon flexible time band or in accordance with Section 4.D.
- F. Overtime. Work performed in excess of the basic work requirement that is officially ordered or approved by the Agency. Overtime does not include credit hours.

Section 2 Flexible 5/4-9 and 4/10 Schedules

A. Procedures

1. Employees will have an opportunity to request a flexible 5/4-9 schedule designating their preferred day off and eight (8) hour workday. Employees will have an opportunity to request a flexible 4/10 schedule designating their preferred days off. Employees will submit requests to their delegated leave approving official (LAO). The employee's schedule is subject to the approval of the LAO. No more than fifty (50) percent of the employees will be off on the same day without the approval of the LAO. Any conflicts will be resolved by the LAO.
2. In February, employees may request a flexible 5/4-9 or 4/10 schedule for the period April through September; in August for the period October through March. The LAO will make a decision based on staffing needs and workload considerations within ten (10) workdays following the request period. If a flexible 5/4-9 or 4/10 schedule is denied, the employee may adjust his/her leave requests in accordance with Article 16 of this Agreement.
3. Employees may request a permanent or temporary change in their flexible 5/4-9 or 4/10 scheduled day off. The request must be in writing. The LAO will consider staffing and workload needs prior to acting on the request.
4. Employees have the option of going from a flexible 5/4-9 or 4/10 schedule to the regular flextime plan at the beginning of any pay period. Employees who wish to change from flextime to a flexible 5/4-9 or 4/10 schedule may only request to do so during the period in A.2. above. However, employees with bona fide emergency needs, as determined by the LAO, may request participation in a flexible 5/4-9 or 4/10 schedule outside the normal request times. If approved by the LAO, affected employees may change to a flexible 5/4-9 or 4/10 schedule at the start of the next

appropriate pay period.

5. Employees working a flexible 5/4-9 or 4/10 schedule must arrange their arrival time so that they can complete their nine and one-half (9 ½) hours or ten and one-half (10 ½) hours work schedule before the end of the afternoon flexible band.

B. Suspension of Flexible 5/4-9 and 4/10 Schedules

1. Occasions may arise when the flexible 5/4-9 or 4/10 schedules must be suspended as a result of a workload, training, or operational need. The Agency shall make every reasonable effort to avoid suspension of an employee's participation in these schedules. If any of these schedules are suspended, affected employees will be allowed to earn and use credit hours in accordance with credit hour rules during the suspension period.
2. Employees who are scheduled to attend out-of-office training may have to revert to the working hours in effect at the training site. Their flexible 5/4-9 or 4/10 schedule may also be suspended.
3. If an employee's flexible schedule is suspended, it will be restored the next pay period after there is no longer a need for the suspension.

Section 3 Flex in/out

Employees, with prior supervisory approval, may flex-in and flex-out during their work shift. The employee must complete his/her normal tour of duty by the end of the afternoon flexible time band or request leave. When signing out for the day on the serial time and attendance sheet or electronic equivalent, employees will indicate the amount of time that they flexed during the day.

Section 4 Credit Hours

A. General

Employees on a flextime schedule may earn credit hours in accordance with the provisions set forth below. Employees who participate in flexible 5/4-9 or 4/10 schedules may not earn credit hours except as set forth in Section 4.D. However, credit hours earned and accumulated prior to entry into a flexible 5/4-9 or 4/10 schedule may be used (consistent with the provisions contained herein for use of credit hours) by any employee regardless of their work schedule until all such accumulated credit hours are expended.

B. Procedures

1. Employees can earn up to three (3) credit hours on regularly scheduled workdays.
2. Employees may earn credit hours as long as appropriate work is available and the working of credit hours is approved in advance. Requests to earn credit hours shall not be denied arbitrarily.
3. Employees may earn no more than twenty (20) credit hours per pay period.
4. Credit hours are to be worked in increments of one-quarter (1/4) hour.
5. The maximum number of credit hours an employee may carry over from one (1) pay period to the next is twenty-four (24). An employee may accumulate over twenty-four (24) credit hours, but may not carry over any hours in excess of twenty-four (24).
6. Normally the employee will complete a Request to Work Credit Hours form (See Attachment 1), on or prior to the workday preceding the workday the hours are to be worked, but normally no earlier than a week in advance. However, nothing precludes same day requests for credit hours. Requests will be submitted to the LAO. The request will be approved or denied timely.
7. Use of earned credit hours shall be requested by submitting an SF-71 or its electronic equivalent.
8. Credit hours may be used alone or in combination with annual leave, sick leave, when appropriate, or compensatory time. Employees may use all or any of their accumulated credit hours per pay period, with supervisory approval.
9. Accrued credit hours may be used by an employee in the same manner as annual leave. The same criteria used to determine whether an employee should be granted annual leave should be applied to requests for use of credit hours.
10. Credit hours may only be worked after completion of an employee's basic work requirement.

C. Credit Hours for Part-Time Employees

1. A part-time employee can carry over credit hours equal to a maximum of one-fourth (1/4) of the employee's tour of duty.
2. Part-time employees may work up to 3 credit hours on their non-tour day(s).

D. When Saturday overtime is offered in a unit or office, management may offer up to four (4) credit hours on that day for those employees who work in that unit or office. Employees working a 5/4-9 or 4/10 schedule may also work up to four credit hours on a Saturday under these conditions.

Section 5 Timekeeping Procedures

- A. All employees will be expected to complete time and attendance activities in accordance with agency policies and practices. If the Agency changes its time and attendance policy or practices, it will provide notice and, upon request, bargain with NTEU to the extent required by law.

Section 6 Overtime

- A. Except for employees on a Flexible 5/4-9 Schedule or Flexible 4/10 Schedule, or as otherwise provided by law and applicable regulations, the time spent by employees performing official duties of the Agency in excess of eight (8) hours a day or forty (40) hours per week, if not counted as credit hours or compensatory time, shall be considered overtime. It is understood that employees may not work overtime without advance written approval of the Agency.
- B. Distribution of Overtime
1. When overtime is required, the supervisor will first seek qualified volunteers from within his/her organizational unit.
 2. Overtime will be distributed as equitably as possible to employees who volunteer for overtime.
 3. The Agency retains the right to approve and assign all overtime work, and, if necessary, order employees to perform such. When circumstances permit, the Agency will notify an employee at least two (2) workdays in advance of making overtime assignments. It is understood that in certain situations operational needs may prevent a two (2) workday notice. The Union recognizes the Agency's position that overtime is a condition of employment under law and regulation, and, further, that the refusal by an employee to perform overtime assignments may result in disciplinary action, or such other actions as deemed appropriate by the Agency consistent with law, regulations, government wide rules, and agency rules in effect at the effective date of this Agreement.
 4. If the method described in Section B.1. above does not provide sufficient volunteers, the required overtime will be distributed equitably among qualified employees. If an employee assigned overtime pursuant to this section of this article does not wish to work such overtime, he/she may seek another qualified employee familiar with the work to be performed, who will volunteer in his/her place. The originally assigned employee will promptly notify the supervisor of the name of such volunteer, and the supervisor will release the originally assigned employee from the overtime assignment if such a volunteer is available.

5. Management has determined that involuntary overtime assignments will be distributed equitably. Employees involuntarily assigned may be released for good cause shown.
6. Overtime shall not be distributed or withheld as a reward or penalty. Requiring an employee to work overtime or the arbitrary denial of overtime will not be used in-lieu-of disciplinary or adverse actions.
7. The Agency will make available to the Union, upon request, current records of overtime assignments of employees to aid in resolving individual claims of unfair and inequitable distribution.

Section 7 Holidays

- A. Where the Agency requires the services of employees on a designated federal holiday, the Agency will seek to fill its needs first through volunteers whose job performance is satisfactory. Where there are more than sufficient qualified volunteers, the Agency will fill its needs, when appropriate, from the most senior volunteers. When the Agency is unable to fill its needs through volunteers, it will assign work in a fair and equitable manner to those employees whose current job performance is satisfactory.
- B. Where the Agency is unable to fill its needs through volunteers, it will, where appropriate, involuntarily assign the work to the least senior employees. Those employees involuntarily assigned to work on a holiday will be excused where they can find qualified replacements. Furthermore, involuntarily assigned employees will be excused where they provide significant hardship reasons.
- C. To minimize the adverse impact of assigning employees to work on designated federal holidays, the Agency will attempt to provide seven (7) calendar days notice to all employees that holiday work will be required.
- D. If a holiday falls on a regular workday, that day is the employee's holiday. If a holiday falls on any nonworkday other than Sunday, the day of the in-lieu-of holiday is the preceding workday; e.g., if a holiday falls on Monday and if Monday is a nonworkday for the employee under the 5-4/9 or 4/10 plan, the in-lieu-of holiday is Friday. If a holiday falls on Sunday, the next workday is the in-lieu-of holiday; e.g., if a holiday falls on Sunday and if Monday is a nonworkday for the employee under the 5-4/9 or 4/10 plan, the in-lieu-of holiday is Tuesday.

Holidays that fall on an employee's nine (9) hour day require the employee to use one (1) hour of leave, compensatory time or earned credit to account for the holiday period. To avoid charge to leave, compensatory time or earned credit, the employee will be permitted to move the eight (8) hour day to the holiday. Holidays that fall on an employee's ten (10) hour day require the employee to use two (2) hours of leave, compensatory time or earned credit to account for the holiday period.

- E. Assigning employees to work on designated federal holidays will not be used in-lieu-of disciplinary or adverse actions.

Section 8 Compensatory Time

- A. All employees shall earn compensatory time in accordance with this article and the appropriate rules and regulations. Once a year the Agency will explain these rules to all employees by issuing an explanatory statement. Employees must use compensatory time within twenty-six (26) pay periods following the pay period in which it was earned.
- B. Use of compensatory time must be approved beforehand by the employee's supervisor. When it is not in the interest of economy and efficiency to grant a particular quantum of time off within twenty-six (26) pay periods, the employee will be paid at the appropriate overtime rate.
- C. Employees may earn compensatory time for hours of work in excess of eighty (80) hours per pay period, provided that the employee has obtained prior written approval from his/her supervisor. An SF-71 may be used to satisfy the requirement for prior written approval.
- D. All compensatory time will be earned in increments of one-quarter hour.
- E. Denial of a request to earn or use compensatory time will not be used in-lieu-of disciplinary or adverse actions.

ARTICLE 15

(ATTACHMENT 1)

TO: Supervisor

SUBJECT: Request to Work Credit Hours

I request to work _____ credit hour(s) on _____.

Signature of Employee Date

_____ Approved

_____ Approved with the following conditions:

_____ Disapproved

Signature of Supervisor Date

ARTICLE 16
Leave

Section 1 General Leave Provisions

- A. Employees accrue leave in accordance with applicable statutes and regulations.
- B. Normally, leave requests, approvals, and denials are made on the SSA-71 or electronic equivalent.
- C. Requested leave is not officially authorized until approved.
- D. The Agency will respond to all leave requests in a timely manner.
- E. The Agency will provide employees in writing with its reasons for any denial or rescheduling of leave.
- F. Management may excuse infrequent tardiness of less than one hour.
- G. All leave is charged in fifteen (15) minute increments.
- H. Leave will not be denied as a disciplinary measure.

Section 2 Annual Leave

- A. The use of accrued annual leave is the right of the employee subject to the approval of the Agency.
- B. The Agency has determined that employees may not be denied the use of accrued annual leave for reasons other than those related to the Agency's workload. The Agency will schedule approved leave at the time requested by the employee or at another mutually agreed time.
- C. Where an employee's pending request for annual leave conflicts with the pending requests of other employees such that the Agency is not able to grant leave to all who requested, the affected employees will first attempt to resolve the conflict among themselves. If no voluntary resolution is possible, the Agency will grant leave based upon fairness and equity.
- D. When "use or lose" leave is requested in writing before November 15th of each year and cannot be approved or used prior to the end of the leave year, the excess annual leave will be restored in accordance with applicable law, rules, and regulations.

E. During the months of February and August, employees will be notified they may choose to submit requests for leave (e.g., annual leave, religious compensatory time, travel compensatory time, compensatory time, or credit hours) of one calendar week or more and/or requests for days immediately preceding or following federal holidays for the periods April through September and October through March, respectively. Such written requests must be submitted to the Agency by the last day of February and August respectively.

F. When conflicts arise in scheduling employee leave as described in 2.E., affected employees will first attempt to resolve the conflict among themselves. If no voluntary resolution is possible, the Agency will grant leave based upon fairness and equity.

When extended annual/holiday leave requests are submitted after the February or August leave scheduling periods, the leave requests will be considered on a first-come, first-served basis.

G. Extended annual leave of up to three (3) consecutive workweeks shall be granted to each eligible employee with sufficient accrued annual leave, provided that granting such leave does not cause a workload problem.

H. Employees, upon request and with management's approval, may change previously authorized annual leave to sick leave in accordance with Section 3 of this Article.

I. The Agency agrees to authorize annual leave, subject to the constraints outlined in this Article, to a union representative for attendance at a union-sponsored convention or meeting, as long as the employee has requested the leave at least one (1) workweek in advance.

Section 3 Sick Leave

A. An employee may use sick leave accrued in accordance with applicable law, regulations, and Agency policy. The use of sick leave is an employee benefit to be used by the employee in accordance with the specific procedures of this Article for absences required by illness, injury, medical appointments or certain circumstances involving contagious diseases under applicable laws and/or regulations.

B. The Agency may require an employee to furnish acceptable evidence to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays or a lesser period when determined necessary.

C. Where the Agency suspects abuse of sick leave based on a pattern of usage, the Agency may inquire further and ask the employee to explain the pattern of usage. Absent an acceptable explanation, the employee may be orally counseled that continued frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each

subsequent request for approval of sick leave, regardless of duration. A report of the oral counseling will be placed in the employee's SSA-7B file with a copy given to the employee. If the employee's leave pattern continues, the employee may be placed on a written sick leave restriction. The sick leave usage of an employee under sick leave restriction will be reviewed at least every six (6) months and a written decision to continue or lift the restrictions made. If the review shows significant improvement, the supervisor will lift the restriction.

- D. An employee will not be required to furnish a medical certificate on a continuing basis if the employee suffers from a chronic condition that does not necessarily require medical treatment, although absence from work may be necessary and the employee has furnished medical certification of the chronic condition. The Agency may annually request updated medical certification.
- E. Except for an emergency, an employee may only leave the work site to attend an Agency contracted Federal Occupational Health (FOH) Unit when he/she has received the prior approval of the Agency. An employee who returns to duty within a reasonable time will not be charged with leave. Should the FOH or Agency recommend that an employee be sent home, and the employee requests leave, the leave should be requested from the time the employee was unable to continue working excluding time spent in the FOH. Furthermore, no employee will be required to furnish a medical certificate to substantiate the use of leave for that one (1) day only.
- F. An approved absence which would otherwise be chargeable to sick leave may be chargeable to other leave or leave without pay at the request of the employee with the Agency's approval.
- G. Alcoholism and substance abuse are recognized by the Agency as treatable health problems. As a result, the Agency shall encourage employees who are experiencing difficulties with alcoholism and/or substance abuse to avail themselves of the existing employee counseling services and/or participate in a recognized treatment program. An employee's absence for attendance and participation in such a recognized treatment program shall be covered by sick leave or leave without pay at the employee's request in accordance with the provisions of this Article.
- H. Sick leave will be granted consistent with applicable laws, rules and regulations for personal medical needs, general family care, bereavement, or care for a family member with a serious health condition.

Section 4 Unanticipated Use of Leave

- A. If the use of annual leave or sick leave cannot be anticipated, the request for approval shall be called in by:

1. the end of the morning flexband (i.e., 7:30 for flexible 4/10 employees; 8:30 for flexible 5/4-9 employees and 9:30 for flextime employees); or
 2. the time the employee is required to report for training or a scheduled work activity.
- B. Absent unusual circumstances, employees may not call earlier than the normal time the office/facility is open for employees to report to work.
- C. Contact will be made with the employee's immediate supervisor or, if unavailable, another leave approving official (LAO).
- D. An employee will inform the LAO of the anticipated extent of the absence.
- E. If the absence extends beyond the anticipated period, an employee will inform the LAO of the situation promptly. If the employee is unable to make the call, any responsible person can make the notification. If neither the immediate supervisor nor other LAO is available, employees may utilize voice mail, where it exists, to notify the immediate supervisor or other LAO of their need for leave, the type of leave requested, and a phone number where the employee can be reached. If the employee does not contact the LAO during the reporting period, the LAO will not record the leave status until the end of the scheduled workday, except for the need to process time and attendance records. If the employee's leave status has not been clarified by the end of the workday, the absence may be charged to Absence Without Leave (AWOL). Management may later change the employee's leave status for good and sufficient reason.

Section 5 Advanced Annual Leave

- A. Subject to the provisions of this Article, employees will be granted advanced annual leave when they are eligible to earn annual leave.
- B. An employee may be granted advanced annual leave up to the amount which can be earned by the end of the appointment or the leave year, whichever is sooner.
- C. Employees must repay any leave advanced and not earned at the time of separation except that no repayment is necessary if the separation is because of death or disability retirement.

Section 6 Advanced Sick Leave

- A. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave. The Agency may advance up to 30 workdays for full-time employees and a proportionate amount for part-time employees.

- B. Sick leave may be advanced to employees when the following conditions have been satisfied:
1. All available accumulated sick leave is exhausted;
 2. The employee is eligible to earn sick leave;
 3. The employee's request does not exceed thirty (30) workdays;
 4. The request for advanced sick leave is supported by an acceptable medical certificate;
 5. There is no reason to believe the employee will not return to work after having used the leave.
- C. There is no limit on the number of times an employee may request and be granted advanced sick leave, as long as the advanced sick leave balance does not exceed two hundred and forty (240) hours. The Agency must consider each request for advanced sick leave on its individual merits and in accordance with the criteria described above.

Section 7 Other Leave Provisions

A. Religious Compensatory Time

1. An employee whose personal religious beliefs require the abstention from work during certain periods of time for religious observances may request to work compensatory time for time lost for meeting those religious requirements.
2. For the purpose stated above, the employee may work such compensatory overtime before or after the grant of compensatory time off.
3. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime worked within a reasonable amount of time.
4. Compensatory time shall be credited to an employee on an hour-for-hour basis or authorized fractions thereof.
5. Appropriate records will be kept of compensatory time earned and used.

B. Military Leave

The Agency will provide members of the military and their family members, if employees of the Agency, with all of the military leave entitlements and flexibilities available under law and appropriate regulations. The Office of Personnel (OPE) website will provide the

latest information regarding the various Military Leave entitlements and flexibilities and will provide a link to the OPM Website outlining military leave entitlements and flexibilities.

C. Court Leave

In accordance with law and government-wide regulations, an employee is entitled to court leave to serve on a jury or to participate in a non-official capacity as a witness in judicial proceedings in which the United States, the District of Columbia, a state, or local government is a party. Upon being notified an employee needs court leave, the Agency if requested, will advise the employee as to his/her rights to overtime, fees, travel expenses, and other appropriate compensation. Employees should request court leave on Form SSA-71 or electronic equivalent and provide their LAO with the court order, subpoena, or summons.

D. Voluntary Leave Transfer Program

The Agency will continue to administer a voluntary leave transfer program in accordance with appropriate rules, regulations, and agency policy. Under this program, employees may donate annual leave to an approved recipient who is affected by a current or recent medical emergency.

E. Emergency Leave Transfer Program

If OPM establishes an emergency leave transfer program to assist employees affected by an emergency or major disaster, SSA will consider participating and establishing such a program to assist SSA employees.

F. Leave for Maternity/Paternity and Adoption Reasons

1. The Agency will grant leave for maternity, paternity, and adoption reasons to the full extent allowed by law. Such leave may include, but is not limited to, LWOP, sick leave (when appropriate) or annual leave.
2. The employee should request leave for maternity/paternity/adoption reasons at least three months in advance. The request should include the type(s) of leave and approximate dates.
3. Sick leave will be granted for the period of incapacitation due to pregnancy and confinement and also when the employer cannot accommodate a pregnant employee's request for modification of duties when supported by acceptable medical evidence. Sick leave will also be granted for adoption purposes in accordance with law, rule, regulation and agency policy.
4. Additional periods of leave and leave without pay may be granted in whatever order the employee requests for a non-incapacitated period.

5. The Agency may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue to work before delivery or return to work after delivery.

G. Bereavement Leave

An employee may be granted religious compensatory time, annual leave or leave without pay for up to five (5) days in accordance with this Agreement when there has been a death in the employee's immediate family. The definition of the immediate family for the purpose of this section shall include the following: mother, father, mother-in-law, father-in-law, spouse, brother, sister, brother-in-law, sister-in-law, child, grandparent, grandparents-in-law, any individual related by blood or affinity whose close associate with the employee is the equivalent of a family relationship or other persons with whom the employee shares a domicile. Leave may also be granted for a period of emotional bereavement caused by a death in the employee's immediate family in accordance with this article.

H. Religious Leave

An employee may be granted leave or leave without pay for a workday that occurs on a religious holiday, so long as the employee requests such leave three (3) workdays in advance.

Section 8 Excused Absence

A. Emergency Situations

1. All employees are to presume that the office is open each regular workday unless specifically announced otherwise. Although employees are expected to be prepared to deal with most emergencies, conditions occur that result in the closing of some offices. Information will be conveyed about full day office closings or delays in opening to employees using methods such as news media announcements, messages on an administrative telephone line, or phone trees. Depending on the circumstances of the particular situation, attempts will be made to make a decision and broadcast it as early as possible. The Agency will notify employees annually how it communicates operational status.
2. When the Agency closes a work place for a full day due to emergency conditions, employees not required to work, including employees previously authorized paid leave will not be charged leave. Employees will be timely notified of such situations.
3. When a decision is made to dismiss employees during the workday due to emergency conditions, employees on duty at the time of the dismissal will be

excused without charge to leave. Those employees who are on paid leave for the entire day will be excused without charge to leave from the time of the early dismissal to the end of the employee's established fixed shift.

4. In the event an employee in a duty status on the day of an early dismissal requests leave/LWOP/credit hours and departs before the official dismissal time, leave will be charged only up to the time of the early dismissal.
5. When the opening of an office is delayed, employees are excused without charge to leave or loss of pay for the number of hours the office delays opening. Employees on approved paid leave (either previously authorized or by telephone on the same day), will not be charged leave or lose pay for that portion of the day the opening of the office is delayed. The Agency will utilize the employee's established fixed shift as a point of reference to determine the amount of excused absence/leave to be granted.
6. When an announcement is made that an office will open late, employees on flextime will revert to their established fixed shift for that day. Flextime is canceled. If the announcement is made too late to effectively cancel flextime for all employees, employees who report and begin to work will be permitted to leave when they have completed the number of hours in their scheduled workday or the end of their established schedule whichever comes first.
7. In inclement weather and other emergency situations when the office is not closed, the Agency may grant up to two (2) hours of administrative leave to those employees arriving after the beginning of core hours or scheduled start time. The granting of such leave is contingent upon the LAO determining that the employee made reasonable efforts to arrive timely and was delayed by the conditions. In extreme situations, e.g., declared state of emergency by an appropriate government authority, the Agency may grant employees up to eight hours of administrative leave per duty day for the length of the emergency condition.

B. Voting

The Agency will excuse employees for a reasonable time, when practicable to do so without seriously interfering with operations, to vote in any election or referendum on a civic matter in their community. An employee will be excused from duty so as to permit him/her to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. The Agency will notify employees of this right annually and shall encourage employees to vote.

C. Blood/Platelet Donation

The Agency will make every reasonable effort consistent with operational needs to excuse an employee who is donating blood without compensation for a reasonable amount of time; normally up to three (3) hours, for the purposes of donation and recovery. Employees who donate blood platelets without compensation through a Hemapheresis Program will normally be authorized up to four (4) hours of excused absence. However, the total administrative leave will be limited to the remaining scheduled hours of duty on that day. An employee who is not accepted for donating blood/blood platelets is only entitled to the time necessary to travel to and from the donation site and the time needed to make the determination. Absence for blood/platelet donations must be approved in advance.

D. Bone Marrow or Organ Donation

Upon request, subject to certification by a physician, LAOs will approve excused absence for employees who serve as donors for bone marrow, organ and tissue donation, and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. LAOs will approve:

1. Up to seven (7) workdays of absence without charge to leave or loss of pay for each donation by employees participating as bone marrow donors.
2. Up to thirty (30) workdays of absence without charge to leave or loss of pay for employees participating as organ or tissue donors.

The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, LAOs should approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in (1) and (2) above.

E. Bar Examination

The Agency agrees to grant employees two (2) or three (3) days, as needed, of administrative leave for the purpose of taking the bar examination in order to meet the qualification requirements for appointments to their first attorney position within the Agency.

F. Continuing Legal Education

1. The Agency has determined that employees who are members of the bar (state, territory or District of Columbia) which requires continuing legal education (CLE) as a requirement for bar membership shall be granted a reasonable amount of administrative leave by the LAO to meet the minimum credit hour requirements of that state, territory or District of Columbia provided that the training or educational

opportunity is not provided by the Agency, and which qualifies to meet those credit hour requirements. Time will only be granted to attend CLE training scheduled during duty time and must be scheduled in advance with approval of the LAO.

2. In situations where an employee has an active membership in more than one bar (state, territory or District of Columbia), he or she may receive administrative leave sufficient to obtain the number of CLE hours necessary to maintain an active membership in the bar with the lesser CLE requirement.
3. The Agency shall grant administrative leave on the day of the CLE training for travel to and from the nearest location where such training is available.

G. Interviews

Consistent with workload considerations, the Agency may grant requests for administrative leave to employees for time spent traveling to and from and participating in an employment interview(s) with any SSA component.

Section 9 Leave Without Pay

- A. Except as specified in Section 9.G. below, leave without pay (LWOP) is not a right which accrues to an employee and may not be demanded by an employee. However, nothing precludes an employee from requesting LWOP for any purpose.
- B. The Agency agrees to approve LWOP for any employee elected to a position of national officer of the National Treasury Employees Union for the purpose of serving full-time in the elective position. Such LWOP will be for a period concurrent with the term of office of the elected official and will automatically be renewed by the Agency upon notification in writing from the elected official that he/she has been reelected and wishes to continue in a LWOP status.
- C. The Agency agrees to approve LWOP for employees for the purpose of serving in full time appointive positions for the National Treasury Employees Union. The term of the LWOP will be no more than two (2) years. All affected employees may have their LWOP renewed for one (1) additional two (2) year period upon request.
- D. An employee with five (5) years of consecutive service with the Agency may request a period of LWOP not to exceed one (1) year to engage in full-time, job related study. A program of study will be found to be job related if, on balance, it will significantly benefit the Agency and improve the employee's ability to perform his/her current job or to achieve and perform another job with the Agency to which the employee can reasonably aspire. Examples of factors to be considered when reviewing an employee's request are workload issues, appropriate advance notice, costs, likelihood of the employee remaining with the Agency, likelihood of potential

employee development, reasonable alternate sources, and means of obtaining training.

- E. Any request for LWOP involving outside work activity is also subject to the outside employment requirements of the Agency.
- F. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Approvals/denials of requests for LWOP will be provided to the employee on the SSA 71 or electronic equivalent.
- G. An employee has a right to LWOP consistent with government wide rules and regulations when an employee makes a request and meets the criteria under the appropriate government rule or regulation.

ARTICLE 17 Telework

Section 1 Purpose

The purpose of this Article is to establish a uniform Telework Program that permits eligible NTEU bargaining unit employees to perform Agency-assigned work at a management-approved alternate duty station (ADS). This Telework Program replaces all other Telework programs and practices for NTEU bargaining unit employees. The agency is committed to offering telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained in this Article, taking into account requirements of the position, performance of the employee, impact on organizational performance, and availability of appropriate technology. The agency supports the broadest use of telework by eligible agency employees to the extent that it maintains or enhances employee performance, cost savings and agency operations.

The parties agree that telework requires a collaborative effort between management and employees and that the goals of telework include fostering a positive work culture and environment that will assist ODAR in maintaining a productive and high quality workforce. This program may serve as a recruitment and retention tool and allows participants the opportunity to balance work and home life demands, reduce commuting problems and contribute to a cleaner environment, improve productivity and morale.

Section 2 Definitions

- A. Alternate Duty Station (ADS) – an employee requested and management-approved work site that is geographically convenient to the employee's official duty station (ODS). Specifically:
1. An employee's residence as reflected in his/her Telework Program Agreement;
or
 2. A Teleworking Center (often called a Telecenter) operated by GSA; or
 3. Another SSA facility or office that may be closer to an employee's home and where there is space to accommodate additional agency employees.

Once the ADS is approved, the employee may not change the location of the ADS without management approval.

- B. Official Duty Station (ODS) – the employee's official agency worksite.

- C. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.
- D. Telework Program Agreement – a written agreement between the supervisor and the employee defining the employee’s obligations and responsibilities under the Telework Program.
- E. Portable Work - work normally performed at the employee’s ODS that can be effectively performed at the ADS. This work is part of the employee’s regular work assignment or approved special work assignments.
- F. Non Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee’s physical presence at the ODS.
- G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than one core day per week.
- H. Scheduled Telework—The employee teleworks on a routine, regular, and recurring basis at ADS.
- I. Episodic Telework—The employee teleworks on an occasional irregular basis at an ADS Episodic telework may include an approved temporary project, on a case-by-case basis, where the employee may work less than a full day at the ADS.

Section 3 Eligibility

Participation will be voluntary and employees may withdraw from the program at any time with notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

- A. Not be under a Performance Assistance (PA) or Opportunity to Perform Successfully (OPS) plan;
- B. Not currently be on sick leave restriction;
- C. The employee is not in a probationary period or formal training status. However, employees in formal training or in a development program will be considered on a case-by-case basis. Formal training status does not include the normal progression of an employee through a career ladder. However, formal training status may include periods when an employee needs close supervision or regular feedback

from management and/or technical mentors that cannot effectively be accomplished at the ADS.

- D. The employee has not been officially disciplined for violations of subpart G of the Standards of Ethical Conduct For Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official government duties;
- E. Complete appropriate agency Telework training;
- F. The employee is willing to sign and abide by the conditions of the Flexiplace Telework Program Agreement (Appendix 1) and the self-certification safety checklist (Appendix 2). Once an employee is approved for participation in the Telework Program, it is understood that the general and specific work assignments set forth in the Telework Program Agreement may be changed.
- G. Maintain at least an acceptable level of performance (e.g., successful contribution rating);
- H. Have sufficient portable work to be completed at the ADS;
- I. Not be excluded from participation by law, or by government-wide rule or regulation;
- J. Use approved appropriate technology; and
- K. Not have been disciplined within the preceding 12 months for misconduct that has a nexus to Telework.

Section 4—ODS Shared Work Space

Employees who telework two (2) or less days per week will keep their workstation. Employees who telework more than two (2) days per week may be required to share space with other employees. Management will make every effort to provide a workspace at the ODS with an agency computer, phone and locked storage area.

Section 5 Telework Procedures

- A. Work performed under a Flexiplace/Telework arrangement may be scheduled or episodic.
- B. Requests to Participate in Telework
 - 1. Scheduled Basis

Employees may request to participate in the Telework program during the months of February and August by submitting a Telework Program Request and Self-Certification Safety Checklist Form and Telework Program Agreement (Appendices 1 and 2). Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form.

Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee during the February and August timeframes. Approving officials will re-evaluate existing schedules during the relevant six-month request period.

2. Episodic Basis

Employees may apply at any time to participate in episodic telework to work on a specific assignment. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant's request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the assignment, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Emergencies

Employees with a bona fide emergency may request participation in scheduled telework or a change in his/her telework day(s) outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period. However, Management will also timely consider non-emergency requests to change a scheduled telework day or participate in telework outside the normal request times.

C. Staff Coverage

If the number of eligible employees requesting to Telework on a given workday exceeds the coverage requirements, approval will be made based on employee time in the hearing office.

If coverage problems necessitate suspending scheduled telework agreements, it will be accomplished in inverse seniority order according to employee time in the hearing office. The local representative will be notified as soon as practical regarding the suspension.

Section 6 Hours of Work and Employee Availability

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without

interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 15 of the 2014 SSA-NTEU National Agreement will apply to those employees who work at an ADS. Requests for leave will be handled in accordance with Article 16 of the 2014 SSA-NTEU National Agreement.

A. Office Closure/Early Dismissal/Late Opening

If there is an early dismissal, late opening or full day closure at the ODS, and the employee is working at their residence as the ADS, the employee is required to complete a full workday, unless the employee takes appropriate leave. If the ADS is a telecenter or another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties, etc. that impact the employee's ability to perform ODAR assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If the employee is required to report to the ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day. However, the employee's telework day may be temporarily switched to another day with management's approval.

C. Split Days at the ADS and ODS

Employees may not split a regularly scheduled telework day between the ADS and the ODS, unless the employee is required to report to the ODS.

D. Telephones

1. When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods.
2. The employee's break and lunch periods will be defined in the employee's Telework Program Agreement.
3. While at the ADS, the employee is responsible for retrieving, and responding in a timely manner to voice mail left at both the ADS and the ODS.
4. Employees will not be reimbursed for any out-of-pocket expenses related to telephone calls. If employees anticipate a need to place long-distance or toll calls for work, they may request a government phone card for such calls.

5. ODAR will provide the employee with general office supplies needed to work effectively at the ADS.

E. E-Mail and Office Communicator

Management may require that the employee enable a pre-programmed e-mail reply (e.g. "Out of Office Assistant") to be sent in response to all incoming e-mail on the day(s) that the employee is working at the ADS.

Management may require that employees be signed into Office Communicator or similar technology while working at the ADS.

F. Telework Suspensions

Reasonable advance notice, normally 24 hours if practicable, will be provided when employee(s) may be required to report to their official duty station for situations such as previously scheduled training, conferences, meetings or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative methods. The employee is not guaranteed "replacement time" or an "in lieu of" telework day in these situations. However, if practicable, the employee's telework day will be temporarily switched to another day with management's approval.

Employees may resume telework as soon as the suspension is over.

G. Call Backs

Employees may be called back to the ODS in the event work issues arise which cannot be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. This time is considered duty time.

Transportation between the ADS and the ODS does not entitle the employee to reimbursement for official travel.

H. Replacement Time

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed "replacement time" or an "in lieu of" telework day.

Employees are also not guaranteed replacement time if a telework day falls on a holiday. However, the employee's telework day may be temporarily switched to another day with management's approval.

Section 7 Environment and Security

A. Work site

If the ADS location is in the employee's residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary to perform the employee's duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc. deemed necessary by management to perform work at the ADS. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The ODAR is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the employer as provided for by law and regulation.

B. Workers' Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the agency's policy and procedures concerning workers' compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties.

C. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an extension of the official duty station.

D. Security/Safeguarding Work

Employees working at the ADS are bound by agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

E. Home Inspections

Management may inspect the ADS prior to approving telework to ensure conformity with the conditions set forth in the Telework Program Agreement and Self-Certification Safety Checklist. Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker's regular core hours. Management will not inspect non-work space in the ADS.

F. Agency Owned IT Equipment

Subject to the availability of resources, the agency will provide appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees' homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access.

Section 8 Accountability and Evaluation of Work

Management will evaluate work performed at the ADS in accordance with the Telework Program Agreement and in accordance with Article 21 of the 2014 SSA-NTEU National Agreement. Employees are expected to complete their official duties at the ADS in the same manner as at the ODS.

Management may require employees on telework to account for their work performed at the ADS.

Section 9 Employee Conduct at the ADS

All laws, government- wide rules, government- wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

Section 10 Termination from the Telework Program

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee's participation in the Telework Program if:

1. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or
2. The employee fails to comply with any of the conditions set forth in the Telework Program Agreement; or
3. The employee fails to comply with the provisions of this article; or
4. There is a consistent diminishment in the employee's performance at the ADS in comparison to performance at the ODS.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program. When an employee's participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination. An employee, who has been removed from the Telework Program may reapply for Telework at the first application cycle following a 6-month termination period. Management will consider individual circumstances when considering the effective date of removal from the program.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements.

EXHIBIT 1

TELEWORK PROGRAM AGREEMENT

I, _____, request to participate in the Telework program. I understand, acknowledge and agree to the following terms:

The address and telephone number of my Alternative Duty Station (ADS) is:

Address: _____

Telephone Number: _____

1. I understand the location of the ADS cannot be changed without prior approval of management.
2. My hours of duty at the ADS will be the same as at my ODS.
3. My meal break and my breaks will be the same as at my ODS.
4. I will report my time and attendance in accordance with agency policy and Official Duty Station (ODS) procedures while working at the ADS.
5. I will request leave in accordance with Article 16 of the SSA-NTEU National Agreement.
6. While working at the ADS, I will be accessible by telephone to my supervisors, clients, colleagues, and external customers during working hours to the same extent as at the ODS.
7. I will, if determined necessary by management, enable a preprogrammed e-mail reply (e.g., "out of office assistant") to be sent in response to all incoming e-mail at the ODS;
8. I will return to my ODS, as soon as possible and no more than two hours after notification, if management determines that work requirements require such action.
9. I understand management may temporarily suspend telework when work requirements require such action. If management temporarily suspends or alters telework days, I am not entitled to "replacement time" or an "in lieu of" telework day but may request that management allow an alternate day to be substituted.

10. If my ADS location is my residence, I will maintain the ADS work site in a manner that is conducive to business and is free of hazards. I will, at a minimum, have workspace that includes a desk, chair, surge protector, locking file cabinet, locking desk drawer, or similar secure storage area for official records and information. I must have and maintain adequate workspace, proper lighting, basic telephone service, power and other utilities, adequate environmental conditions, adequate security, a working smoke detector and a readily accessible, working fire extinguisher.
11. I understand I am responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.).
12. I agree that the agency is not liable for damages to personal or real property occurring during the course of performance of official duties except to the extent established by law.
13. I understand and will follow all agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information, the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.
14. I understand that management has the right to inspect my ADS prior to approving this telework agreement, in accordance with Article 17, to ensure conformity with the provisions set forth in the Telework Program Agreement and Employee Safety Self Certification.
15. I understand all laws, rules, regulations and agency policies concerning conduct at the ODS remain in full force and effect at the ADS.
16. I will notify my supervisor immediately of any accident or injury that occurs to me at the ADS in the course of performing my official duties, and I will timely complete all forms required to process an initial claim under the Federal Employees' Compensation Act.
17. I understand that I will promptly inform management of any disruptions at the ADS, e.g., equipment failure, power outages, telecommunication difficulties etc. that impact my ability to perform agency assigned duties. I may be required to return to the ODS, or I may request and take leave, if approved by my supervisor.

18. I understand I am in duty status when teleworking. I will have resources necessary to perform my job and will concentrate on official duties without interruption. I will not use duty time for any purpose other than performing agency assigned work.

19. Management may require an account of the work performed at my ADS.

20. I understand that management may require employees who telework to share workspace (e.g., desk, cubicle, office, etc.) at the ODS in accordance with Article 17, Section 4.

21. I completed the agency approved telework training on _____.

22. I understand that I must be scheduled to work twice per pay period at my ODS on a regular and recurring basis to retain the locality pay rate for my ODS location [5 CFR 531.602]. This requirement applies whether I am on a full-time, part-time, 5/4/9 or 4/10 schedule. If my work schedule does not meet this requirement, my locality pay will be determined based on the locality pay rate for my ADS location rather than the locality pay rate for my ODS. This may result in a change in my overall rate of pay.

I have read and I understand the eligibility conditions and requirements, employee responsibilities, the telework program agreement, and the provisions of Article 17 (Telework) of the SSA-NTEU National Agreement for working at an ADS. I hereby certify that I will abide by all of these provisions while on telework and that failure to do so may result in my termination from telework.

I understand that I will not have to submit future requests once the original request is approved unless a schedule change is requested by me during the February and August timeframes to request participation in Telework.

I may voluntarily terminate my participation in the telework program at any time. Management may also terminate my participation under the circumstances described in the telework program agreement, and in Article 17 of the SSA-NTEU National Agreement.

Employee

Date

Supervisor

Date

EXHIBIT 2

TELEWORK PROGRAM REQUEST & SAFETY SELF- CERTIFICATION

Name: _____ Component: _____

Address of the employee's alternate duty station (ADS):

Telephone Number: _____

Type of Telework:

Scheduled:

Episodic:

Specific day(s) requested for participation in telework:

	Monday	Tuesday	Wednesday	Thursday	Friday
First Week	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Second Week	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employee's statement of proposed work assignments at ADS:

EMPLOYEE SAFETY SELF-CERTIFICATION:	EMPLOYEE'S RESPONSE	
By initialing the boxes to the right I self-certify that I have the following equipment and conditions required to maintain eligibility in Telework:	Working telephone	
	Office equivalent furniture	
	Locking file cabinet or desk drawer	
	Electrical power and adequate lighting	
	Working smoke detector	
	Working and accessible fire extinguisher	
	Surge protector	

I have read and I understand the eligibility conditions and requirements, employee responsibilities, the telework program agreement, and the provisions of Article 17 of the SSA-NTEU National Agreement for working at an ADS. I hereby certify that I will abide by all of these provisions while on telework and that failure to do so may result in my suspension or termination from telework.

Signature of Employee Date

_____ Approved _____ Disapproved (reasons stated below)

Signature of Approving Management Official Date

Sidebar to Article 17 Telework

1. There will be no diminishment in the number of Telework days that employees represented by NTEU are currently working (i.e. employees currently teleworking 4 days per week will continue to do so).
2. As equipment and access to the SSA mainframe become available for use at an employee's ADS, an employee currently teleworking 2 days per week will be allowed to telework 3 days per week.
3. Within one year from the signing of this sidebar agreement, all employees who were teleworking 2 days per week as of the signing of this sidebar will be allowed to telework 3 days per week.

ARTICLE 18
Details

Section 1

For the purposes of this Agreement, a detail is defined as the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to his/her regular duties at the end of the temporary assignment.

- A. The Agency agrees that an employee who is detailed to a higher graded position for more than thirty (30) consecutive calendar days will be temporarily promoted to that position, effective with the beginning of the first full pay period of the detail providing the employee meets the appropriate qualification standards and time-in-grade requirements.
- B. The Agency has determined that it will refrain from rotating assignments to employees solely to avoid compensation at the higher level.
- C. Selection for details will be accomplished in a fair and equitable manner.
- D. Once an employee is placed on a detail, the Agency may determine that the employee's services are no longer required for that detail, or that it is desirable to place another employee in the position. Consistent with law, regulation, and agency rules, the employee will then be returned to his/her permanent position.

Section 2

When an employee is detailed to a higher graded position for more than thirty (30) days, but is not eligible for a temporary promotion, and the employee performs at an acceptable level of competence in a higher graded position, such performance may be cause for issuing an award to that employee.

Section 3

Assignment to or removal from details will not be used in-lieu-of disciplinary or adverse actions.

ARTICLE 19
Employee Reassignment Requests

Section 1 Purpose

The purpose of this Article is to establish a uniform policy for the voluntary, non-reimbursable reassignment of NTEU bargaining unit members to similar or like positions in other NTEU represented hearing offices.

Section 2 Procedures

- A. The Employer shall maintain reassignment registers for bargaining unit positions. Reassignment registers will be made available to the NTEU Chapter President upon request.
- B. Employees may indicate their interest in being placed on a reassignment register for an NTEU represented hearing office by sending an email with service computation date (SCD) and work email address to the Office of the Chief Administrative Law Judge's (OCALJ) designated mailbox. The employee may also provide a personal email address to the OCALJ designated mailbox.
- C. Employees will be placed on a reassignment register in date order of when the employee submitted the email request to the OCALJ's designated mailbox.
- D. In the event two or more employees submit their requests on the same date, the employee with the earliest SCD will be placed first on the reassignment roster. In the event that two or more employees have the same SCD, placement on the roster will be determined by the Chief Administrative Law Judge or designee pulling a name out of a hat. When such a selection is required, the NTEU Chapter President shall be notified and may elect to be present either in person or by video. Should the NTEU Chapter President or designee elect to be present in person, all costs incurred shall be at NTEU expense.
- E. When the Employer has determined that there is an opening in a hearing office, the following will apply:
 - 1. The Employer will review the appropriate roster for the position to be filled to determine whether any employees are interested in reassignment to that hearing office.
 - 2. If there are employees on the reassignment roster for that location and position, the Employer will send an email to the work email address (and personal email address if one was provided by the employee) of all candidates on the roster to ask whether he/she would be willing to accept a reassignment to that office. An employee must respond within ten (10) calendar days of receipt of the email to be considered for

the reassignment. The Employer's email will be considered received on the day after transmission.

3. After the ten (10) calendar day response period, the Employer will offer reassignment to the employee highest on the reassignment register who responded to the email solicitation and expressed an interest in a reassignment. The employee will have one (1) business day to respond to the offer. The Employer will continue to offer reassignment to the next highest employee on the register until the offer is accepted or the list is exhausted.
 4. If an employee responds that he or she would accept a reassignment if offered and then subsequently declines such an offer, the employee will be removed from the reassignment register for that location for a period of one (1) year.
- F. An employee who accepts a reassignment must report to the new office within sixty (60) days or as mutually agreed by the parties. Once an employee accepts a reassignment, he/she will not be eligible for reassignment under this process for two (2) years following the reporting date at the new office.
- G. An employee may request to have his/her name removed from any reassignment register by emailing the OCALJ's designated mailbox.

Section 3 New Offices

- A. If the Employer elects to reassign employees to a newly created hearing office, a posting period of fifteen (15) business days will be established. Any employee interested in reassignment to the new office must submit his or her written request by email to the OCALJ's designated mailbox. All requests for reassignment received during this posting shall be deemed to have been received on the same date. Therefore, employee ranking on the reassignment register for the new location will be in accordance with the procedures set forth above in Section 2 (D).

Section 4 Hardship Reassignments

- A. An employee may request a voluntary, non-reimbursed hardship reassignment to another hearing office by sending his or her written request to the OCALJ's designated mailbox along with copies to the designated mailboxes of the RCALJs of the potential gaining and losing regions.
- B. A hardship is defined as a set of circumstances that:
1. Are beyond the employee's control;
 2. Arose after the employee accepted his/her current position ; and

3. Are so severe that they jeopardize the employee's or family member's health or financial security.
- C. The Employer will give good faith consideration to any request for a hardship reassignment based upon factors including, but not limited to the following:
1. Workload considerations in the gaining and losing hearing offices.
 2. Space availability in the gaining hearing office.
 3. The reasons for the hardship.
 4. An employee's disciplinary history.
- D. An employee who accepts a hardship reassignment must report to the new office within sixty (60) days or as mutually agreed by the parties.

Section 5 Eligibility

- A. An employee must have completed two (2) years of continuous service with the Agency to be eligible for a voluntary reassignment. A request for reassignment will not be accepted if it is sent prior to the two (2) years of continuous service.
- B. An employee may only request to be placed on the reassignment register for five (5) offices at one time. An employee who requests to be placed on the reassignment register for more than five (5) hearing offices is not eligible for selection for any requested reassignment.
- C. An employee who has been placed on a performance assistance (PA) or opportunity to perform successfully (OPS) plan will be removed from the reassignment register(s). The employee may again request to be placed on a roster(s) in accordance with Section 2.B once he/she successfully completes the PA or OPS.
- D. Reassignments made under this Article are at the request of the employee and are primarily for the benefit of the employee. All expenses related to any reassignment approved under this Article will be paid by the employee.

ARTICLE 20 Merit Promotion

Section 1 Purpose and Policy

The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit promotion principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disability, age, genetic information, gender identity or sexual orientation and shall be based solely on job-related criteria. This article sets forth the merit promotion system, policies, and procedures applicable to bargaining unit positions.

Section 2 Career Development Programs

- A. The Agency will determine when to offer career development programs to prepare employees for potential jobs or assignments. Such programs will be offered depending on the availability of funds and the needs of the Agency. The Agency will publicize all career development programs when they are announced. Announcements will contain specific application instructions.
- B. Career development programs will provide opportunities for temporary developmental assignments to increase knowledge of SSA programs and work processes.
- C. Neither party waives its rights under 5 U.S.C. 71 regarding the implementation of career development programs.

Section 3 Career Ladder Positions

Career ladder positions help develop employees to successfully perform higher-level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge, as compared to the journey level responsibilities. The responsibilities at each level of the career ladder position will be conveyed to employees.

Section 4 Career Ladder Advancement

- A. At the time the employee reaches his/her earliest date of promotion eligibility, the Agency will decide whether to promote the employee.

1. An employee in a career ladder position will be promoted on the first full pay period after the minimum time-in-grade and experience requirements have been met, if the employee has demonstrated the ability to perform at the next higher grade in the career ladder.
 2. If an employee is not meeting the criteria for promotion, the employee will be provided with a written notice.
 3. In the event that the employee met the promotion criteria but the appropriate management official failed to initiate the promotion timely, the promotion will be retroactive to the beginning of the first pay period after the pay period in which the requirements were met.
- B. At any time management and/or the employee recognizes an employee's need for assistance in meeting the career ladder advancement criteria, management will develop a plan to assist the employee in meeting the criteria. The plan should include all applicable training as well as any other appropriate support.

If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Agency may,

1. provide the employee with additional time to meet the promotion criteria or the employee may be assigned to another position at the same grade and step.

Section 5 Applicability of Competitive Procedures

Competitive procedures apply to the following actions:

- A. Promotions - Any selection for promotion must be made on a competitive basis unless it is excluded by Section 6 below.
- B. Reassignments/Changes to Lower Grade - Any selection to a position that provides promotion to a grade above the full performance level of the employee's current position or the highest grade ever held on a permanent basis.
- C. Details - Competitive procedures will be applicable to any selection for detail of more than 120 days to a higher-grade position, to a position with known promotional potential, or to a position which provides specialized experience required for subsequent promotion to a designated higher-grade position.
- D. Training - Competitive procedures will be applicable to selections for training when eligibility for promotion to a particular position depends on whether the employee has completed that training.

- E. Appointments - Competitive procedures apply to the transfer of a Federal employee or to the reinstatement of a former Federal employee to a position above the highest grade previously held permanently or to a position at or below that grade if the position has promotional potential above the highest grade previously held permanently. The employee must not have been demoted or separated for cause from the higher grade(s) and be identified as a well-qualified candidate with eligible SSA employees to be eligible for appointment. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to both SSA employees and persons being considered for appointment to higher-graded positions above the highest grade previously held permanently by transfer or reinstatement.

Section 6 Applicability of Noncompetitive Actions

The following actions may be taken on a noncompetitive basis unless otherwise provided:

- A. Promotion of the incumbent in a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities and not a planned management action. To be eligible for a noncompetitive promotion in this situation, the employee must have performed the higher-level duties for at least 6 months, must have continued to perform the same basic function, and the employee's former position must be absorbed administratively into the new position.
- B. Promotion of an incumbent or an individual entitled to reemployment rights to a position that is reclassified to a higher grade without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of correction of an original classification error. When the incumbent of the upgraded position meets the legal requirements and qualification standards for promotion to the higher grade, the incumbent will be promoted.
- C. Promotion of an employee previously selected competitively for a lower step of a career ladder.
- D. Promotion after receiving priority consideration.
- E. Promotion of an employee when directed by authorized authorities (e.g., judges, arbitrators, FLRA, and other appropriate authorities).
- F. Noncompetitive reinstatement, transfer, or promotion of an employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or for cause reasons.

- G. Temporary promotions to a higher grade totaling 120 days or less during any 12-month period. If a temporary promotion which was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures.
- H. Reassignment or change to a lower grade (demotion) from one position to another having no higher promotional potential.
- I. Promotion of an employee covered by an approved training agreement.
- J. Details of 120 days or less to a higher-grade position (see Section 15 of this article).
- K. Details of 120 days or less to a position at the same or lower grade with known promotional potential, or to a position which provides specialized experience required for subsequent promotion to a designated higher-graded position.
- L. Details to a position at the same or lower grade with no known promotion potential, or to a position which does not provide specialized experience required for subsequent promotion to a designated higher-graded position.
- M. Details to unclassified duties.
- N. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and office, provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.
- O. Transfer of a Federal employee or reinstatement of a former Federal employee (including conversion or reinstatement from a temporary appointment) to a position at the same or lower grade than the highest permanent grade held under a career or career-conditional appointment provided the employee was not demoted or separated for cause from a higher grade and also provided that the position does not have known promotional potential to a grade higher than the highest permanent grade held.
- P. Reinstatement to the same career ladder position for which an employee was previously selected competitively or to a similar career ladder position having similar qualification requirements and having no greater known promotional potential.
- Q. Reinstatement of a former SSA employee to a position which is the higher-graded successor to a position he/she previously held. Such reinstatements may be made noncompetitively when classification of the successor position is based on the establishment of a new position classification standard or the revision of a position classification standard.
- R. A position change permitted by reduction-in-force regulations.

- S. Selection from the re-employment priority list.
- T. Reassignment or promotion in accordance with SSA instructions for those employees entitled to retain grade and/or pay.
- U. Selection from an OPM approved Register or delegated examining unit certificate of eligibles.

Section 7 Vacancy Announcements

A. All actions requiring the use of competitive procedures under this Agreement will be announced on the SSA Intranet, e.g. Internal Vacancy On-Line (IVOL), USAJobs or equivalent.

1. Individual vacancy announcements will remain open and posted for fifteen (15) workdays.
2. Open continuous announcements will remain posted at all times unless the Agency decides to discontinue these announcements. An employee may file at any time as outlined in the vacancy announcement. The cutoff date for applicants to be considered for a specific vacancy will be the date the request to fill the vacancy is received in the Servicing Personnel Office (SPO). Applications after that date will be considered for future vacancies.
3. Any vacancy announcement may be cancelled at any time.
4. If a vacancy announcement has been posted and is later found to contain a substantial error concerning items listed in B below, then the announcement will be amended if the selecting official still intends to fill the position under the competitive process. The amendment should cite the change(s) and indicate whether the original applicants need to re-file in order to be considered.

B. The vacancy announcement will contain at least the following information:

1. Statement of nondiscrimination;
2. Announcement number(s) and opening and closing dates;
3. Position number(s), title(s), series and grade;
4. Number of vacancies to be filled;
5. Organizational and geographical location;
6. Area of consideration;

7. Time in grade requirements, if any;
8. Summary of qualification requirements;
9. Hours of work and/or the availability of alternative work schedule options;
10. If appropriate, a statement that the vacant position is a trainee position leading to a noncompetitive promotion;
11. Statement of known promotional potential, if any;
12. Permanent or temporary nature, and duration, if temporary;
13. The filing instructions;
14. Name and telephone number of the personnel specialist or other individual to contact for specific assessment criteria and other information relating to the announcement.

Section 8 Areas of Consideration

- A. The area of consideration will be region wide.
- B. When solicitation throughout the normal area of consideration would be impracticable because of operational needs, the Agency can reduce the area of consideration. The vacancy announcement will identify the reduced area of consideration.
- C. When the area of consideration is not expected to produce an adequate number of best qualified candidates for the selecting official's consideration, the Agency can expand the area of consideration. The vacancy announcement will identify the expanded area of consideration.
- D. Automatic Areas of Consideration

An area of automatic consideration consists of employees who are identified as candidates for a vacancy without being required to apply. An area of automatic consideration will be used together with a vacancy posting procedure and applicants will be assessed with those in the automatic area of consideration. If the area of automatic consideration and the normal area of consideration are the same, and the employees are not required to apply, a vacancy announcement will still be posted for informational purposes.

1. When the Agency determines that certain employees can be expected to be interested in and qualified for a vacancy, these employees may be identified as being in an area of automatic consideration.
 2. Applicants in the area of automatic consideration need not file in order to be considered for such a vacancy unless the announcement specifies that they must file in order to address specific assessment criteria.
 3. An area of automatic consideration will consist of all qualified and eligible employees in the area of consideration at the next grade level below that of the vacancy, except that for positions in a line of work classified at two-grade intervals or for which there are no other positions within the organizational entity at the next lower grade, the area of automatic consideration will consist of employees two grades lower.
- E. When filling a higher graded position which has been created by reengineering the duties of one or more lower graded position(s), the area of consideration will be restricted to the incumbents of the lower graded position(s).

Section 9 Employee Applications

A. Who Must File

To be considered for an announced vacancy, an employee must file the appropriate application (as described in the announcement) unless the employee is in an area of automatic consideration. Where an area of automatic consideration is used, an employee need not file unless the announcement specifies that the application is necessary in order to address specific assessment criteria.

B. Electronic Application Forms

Management will afford employees access and instructions so that they may use Agency computers to complete automated applications, e.g. IVOL, USAJobs or equivalent, for SSA positions. Access will be granted to the extent that computers, related equipment, and computer time are available and such use will not impede Agency operations. For the purposes of this Agreement, access includes a reasonable amount of time during an employee's working hours to prepare or modify his/her application.

C. Time Limits

1. Open-Continuous Announcements – An employee may file at any time as outlined in the vacancy announcement.

2. Individual Announcements – Applicants who wish to be considered for a posted vacancy must apply as required by the announcement. The appropriate application and any other documentation must be submitted in accordance with the timeframe specified in the announcement.
 - a. If an employee’s filing of an application is delayed beyond the closing date because the employee was awaiting information required by the vacancy announcement which a management official had agreed to furnish, the employee will have three (3) work days to submit the application following receipt of the information. The employee should include with the late application a brief note by his/her supervisor verifying the delay.
 - b. Short-Term Absence – An employee on approved absence from duty for 1 to 3 weeks may file for a vacancy upon returning to duty. Employees absent throughout the entire open period of an announcement must apply within 3 work days following their return. The application must be accompanied by supervisory certification of the dates of absence. The SPO will arrange for the employee's consideration if the best qualified list (BQL) has not yet been furnished to the selecting official.
 - c. Long-Term Absence – Prior to departure, employees who are scheduled to be absent in excess of three (3) weeks should provide the SPO with a written request to be considered for positions posted during their absence and a complete application. The request must cite the title, series, grade, and specific organization location of each position for which they wish to be considered.

Section 10 Development of Evaluation Criteria and BQL Determinations

- A. The Agency is responsible for developing/updating evaluation criteria.
- B. The Agency will review the applications to ensure that applicants meet the minimum qualifications for the position. Applicants must be in good standing to participate in the merit promotion process.
- C. The Agency will use promotion committees or automated processes, e.g. IVOL or equivalent, to rate applicants against the evaluation criteria. The rating will be applied consistently to all applicants.
- D. If a promotion committee is used, the name(s) of the promotion committee member(s) will be documented in the announcement package.
- E. Results of promotion committee work and employee information will be confidential and may not be provided to any of the applicants or to any unauthorized individual.

- F. If a promotion committee is used, it will not contact applicants or solicit information from other sources regarding the applicants. Questions or concerns regarding the information provided by applicants should be referred to the personnel specialist.
- G. The Agency may rank applicants in descending score order, determine which applicants have a score which is at least 50% of the total maximum points, and develop a tentative BQL. Promotional credit or points will not be given for non-competitively selected details.
- H. Only applicants who earned at least 50% of the total maximum points may be considered for the BQL and referred to the selecting official.
- I. The number of candidates to be included on the BQL is determined by the number of vacancies to be filled. For one vacancy, the BQL consists of the 15 highest ranked applicants who meet the 50% cut-off, plus ties for last place. For each additional vacancy, the BQL will include the next five (5) highest ranking applicants who meet the 50% cut-off, plus ties for last place.
- J. If additional vacancies arise prior to certification of the BQL, the selecting official may request that the number of candidates referred for initial selection be based on the larger number of vacancies. Such requests will be documented in the announcement package.
- K. Separate BQLs will be established for positions posted at more than one grade level or for more than one geographic location. The number of names referred on each list will be determined by the number of vacancies to be filled at each grade level or geographic location. If the number of vacancies to be filled at each grade level or geographic location is not specified, the number of names referred will be based on the total number of vacancies to be filled.
- L. An abbreviated rating procedure may be used when the number of candidates to be rated is no greater than the number of names that would be included on the BQL for the number of vacancies to be filled. Applicants may be rated against the entire rating schedule or may be rated only up to the point where it is apparent that the applicant would or would not receive at least 50% of the total maximum score possible under the entire rating schedule.
- M. The tentative BQL will be reviewed to ensure that the correct names and number of names have been included. After review, the personnel specialist will certify the BQL.
- N. The certified BQL, with names listed in alphabetical order, and the applications submitted by the best qualified candidates will be given to the selecting official.
- O. Previously certified BQLs may be amended to add the names of applicants who were erroneously excluded, provided that an initial selection(s) has not been made.

No names should be removed from the amended list and the cut-off scores should remain the same. In these situations, the total number of names referred may exceed the number which would normally have been provided based on the number of vacancies.

Section 11 Selection

- A. The selecting official may use all available information to determine the candidate(s) who merit promotion.
- B. Selection interviews may be conducted with one or more of the candidates; if the selecting official elects to interview any candidates on the BQL, the selecting official must interview a total of at least five candidates or all candidates if there are fewer than five on the BQL.
- C. The selecting official normally will make selection(s) within 90 calendar days of receipt of the BQL.
- D. In the event of an unanticipated vacancy(s) in the same position and location as the posted vacancy occurring within six months of the BQL being issued, the selecting official may make additional selections from the BQL.
- E. When a selection has been made, the Agency will arrange a release date, notify the employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the employee is scheduled to report. If due to administrative error, the personnel action was not processed in a timely manner, the promotion effective date will be made retroactive to the beginning of the pay period in which the employee actually reported.
- F. Competitive selections will be posted on the SSA Intranet. Normally, the postings will be made within ten (10) work days after the close of the pay period during which the selection(s) was made effective.

Section 12 Employee Information

Employees are entitled to the following information upon request to the SPO about vacancies filled under the competitive provisions of this Article and for which they are/were under consideration:

- A. Whether the employee was eligible and qualified for the position;
- B. How his/her points were derived;

- C. The cut off score for the BQL and whether the employee was included on the BQL, and
- D. The name(s) of any employee(s) who was selected for the vacancy.

Section 13 Union Review of Competitive Actions

- A. The Union will be permitted to review (i.e. audit) competitive selection actions taken under this Article for all bargaining unit positions, when the Union has reason to believe a discrepancy exists or when requested to do so by an employee. This may be done at any time after the vacancy announcement posting up to forty-five (45) calendar days after selection is made.
- B. The Union will make the request to the SPO. The Union will provide the SPO with an updated written designation identifying the names of the Union designated official time users who are responsible for conducting audits. Any changes to the list will be sent to the SPO in writing. The official time user designated to conduct the audit will not have been an applicant for the promotion package being audited.
- C. Employees who believe they were improperly excluded from the BQL may request a review of the promotion package through the Union audit described above.
- D. The SPO will make the pertinent records from that package available to the Union auditor within seven (7) work days of the receipt of the timely written request. The Union will treat information confidentially.
- E. The Union may request additional information during the course of the audit.
- F. If an employee was excluded from the BQL due to an error, the provisions of Section 14 of this Article will apply.
- G. Employees who elect to use the grievance procedure rather than the Union audit procedure must adhere to the provisions of Article 28, Grievance Procedure.

Section 14 Priority Consideration

- A. For the purposes of this Article, a priority consideration is the genuine consideration for noncompetitive selection given to an employee as the result of a previous failure to properly consider the employee for selection because of procedural, regulatory, or program violations. Employees will receive one priority consideration for each instance of improper consideration. A priority consideration does not give the employee a right or guarantee to be selected for any vacancy.
- B. The procedures for processing priority consideration(s) shall be:

1. An eligible employee will be notified in writing by the SPO of entitlement to each priority consideration. Such notice will advise the employee that if a vacancy is announced and the employee-wishes to exercise his/her priority consideration, he/she should submit the necessary application to the SPO with a written request that he/she wishes priority consideration for the vacancy.
2. Priority consideration is to be exercised by the selecting official at the option of the employee for an appropriate vacancy(s). An appropriate vacancy is one for which the employee is interested, is eligible, and which leads to the same grade level of the vacancy for which proper consideration was not given.
3. Prior to the referral of eligible candidates to the selecting official, the name(s) of the employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting official will make a determination on the request prior to evaluating other candidates for the vacancy.
4. An employee's election to exercise a priority consideration does not preclude that employee from also filing an application as specified in the vacancy announcement.
5. In order to ensure compliance with this Section, the Union will be furnished statistics on priority considerations granted, exercised, and the results. Statistics will be kept and provided to the Union on a quarterly basis. The Union will also be notified in writing of each individual priority consideration completed.

Section 15 Temporary Promotions

When employees are temporarily assigned to a position at a higher grade for a period in excess of thirty (30) days, the assignment must be made via temporary promotion effective the first day of the assignment.

ARTICLE 21 Performance

Section 1 Overview

- A. The Performance Assessment and Communication System (PACS) uses a three-tier rating system for ratings on individual performance elements and for the summary appraisal rating.

Most employees will be rated on four standard elements. PACS offers three summary appraisal rating of record levels with clear distinctions among those performance levels to differentiate between the highest performing employees (Level 5 – Outstanding Contribution), successful employees (Level 3 – Successful Contribution), and employees whose performance is failing (Level 1 – Not Successful).

- B. New hires and trainees may serve under pass/fail performance plans during their initial appraisal period. This special provision for new hires and trainees recognizes that the first year of employment in their new Agency positions may be spent in formal classroom and on-the-job training and allows these employees additional time to demonstrate performance in all elements of their positions.

- C. PACS is used to make certain personnel decisions:

1. Within-Grade Increase (WIGI) - An employee who has attained an appraisal rating of "Successful" will be entitled to a within-grade increase, as long as current performance is consistent with an appraisal rating of "Successful."
2. An appraisal rating of at least "Successful" is required in order to be considered for awards and/or promotions.

Section 2 Definitions of Commonly Used Terms

- A. Performance elements are work assignments and responsibilities that are key to achieving the Agency's mission and goals and reflect the Agency's commitment to providing outstanding public service.
- B. Critical element means a work assignment or responsibility of such importance that unacceptable performance in the element would result in a determination that an employee's overall performance is unacceptable.
- C. Performance standard means the management approved performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, timeliness, and manner of performance.

Performance standards provide the framework for the expectations of what employees will accomplish and how it will be done. Employees are only rated on the standards that are applicable to them.

- D. Performance plan means all of the written, or otherwise recorded, performance elements that set forth expected performance. A performance plan must include all critical and non-critical elements and their performance standards.
- E. Alignment Statement is a standardized form that managers will provide to employees to facilitate discussion regarding how their work contributes to achievement of Agency goals and objectives. The statement may be supplemented with information about component goals and targets.
- F. Rating of record means the performance rating prepared at the end of an appraisal period for performance of Agency-assigned duties over the entire period and the assignment of a summary level. There are three summary appraisal levels for the performance plan: Outstanding Contribution (Level 5), Successful Contribution (Level 3), and Not Successful (Level 1).
- G. Progress review means communication with employees, comparing their performance to the performance plan.
- H. New Hires are external hires who are new to SSA.
- I. Trainees are employees (both external hires and employees promoted/transferred to a new position) who, as determined by the Agency, need a structured period of training, including on-the-job training and mentoring, to perform the basic duties of the position.
- J. Element Average is the average of the performance element ratings which is used to determine eligibility for awards. It is a computation summary derived in the performance evaluation process. Each performance element in the employee's appraisal is assigned a rating of 1, 3, or 5. The individual performance element ratings are added together, the total is divided by the number of performance elements and the resulting number is the Element Average. An Element Average is not computed when the rating on any element is at Level 1.
- K. The appraisal cycle is from October 1 through September 30.

Section 3 Length of Appraisal Period

- A. A rating of record will be prepared at the end of the employee's appraisal period and issued to the employee within 30 days of the completed appraisal period.

- B. The minimum appraisal period for employees is 120 days. Employees must be under a performance plan for a minimum of 120 days to be eligible for an annual performance appraisal at the end of their appraisal period. Employees serving in a probationary period will not receive a rating of record until after completion of their probationary period.
- C. Employees who have been under their performance plan for less than 30 days and are approved for an extended absence in excess of 150 days will begin a new minimum appraisal period upon their return to duty. This does not preclude the appraising official from considering the employee's performance during the period the employee was under the performance plan for less than 30 days.

Section 4 Expectation Discussions

- A. At the beginning of the appraisal period, management and the employee will meet to discuss the performance expectations in order to arrive at a full and complete understanding of what is required to achieve the successful contribution performance level described in the plan. Expectation discussions provide meaningful context to performance standards and provide a means to align employee contributions to Agency goals and objectives.
- B. The discussion will also include an explanation of the performance plan terminology, the method(s) to be used to determine the level of performance in each element, the nature and type of work product or other result to be reviewed, or otherwise monitored. The discussion may also include examples, which may be standardized for like positions, of the performance requirements for the Successful Contribution Level.
- C. An employee shall not be rated on a performance standard that was not disclosed to him/her as part of a written performance appraisal plan or that relates to work that the employee did not perform.
- D. If the Agency decides to use numerics as performance standards, it will notify NTEU and bargain to the extent required by law.
- E. Management will document the expectations discussed with the employee. Standard expectations may be developed for standard positions. This documentation will be filed in the employee's SSA-7B Extension File or equivalent as part of PACS and a copy will be given to the employee. The employee may place a rebuttal in the SSA-7B.
- F. Subsequent expectation discussions should be held when there is a change in the work situation such as:
 - 1. a detail,

2. a change in component goals or objectives, or
3. a return to duty from an extended absence of one hundred and twenty (120) days or more.

Section 5 Appraisal Period Mechanics

A. Issuing Performance Plans

1. Management will issue performance plans to employees no later than thirty (30) days from the beginning of their appraisal periods.
2. Management will meet with the employee to discuss the employee's performance plan at the time it is issued. Management will:
 - a. discuss the Alignment Statement with employees individually or in a group and review its content;
 - b. discuss on an individual basis employee performance elements, standards, and expectations that will be used to evaluate the employee;
 - c. during the individual discussion, identify any data that may be considered in measuring employee progress and contributions, and
 - d. discuss employee development needs and opportunities, employee commitment to success, and the relationship between contributions and employee recognition.
3. The employee and the supervisor will sign the performance plan to acknowledge that the performance plan has been issued and the initial performance discussion has been held. A copy of the signed performance plan will be given to the employee and the original will be placed in the SSA-7B Extension File or equivalent.
4. Management may meet with employees collectively, in addition to individual performance discussions, to convey information that is general for all employees, such as unit/team and Agency goals.

B. Monitoring Performance and Communications

1. Ongoing two-way communication between management and the employee is an effective tool for successful performance. Discussions should be candid, forthright dialogues between management and the employee aimed at improving performance, the work process, or product. These discussions will provide the

employee the opportunity to seek further guidance and understanding of his/her work performance, to articulate needs, or to participate in a dialogue about his/her contribution. Discussions may be initiated by management or by the employee.

2. Management conclusions based upon its observations of an employee will be timely communicated to the employee during informal discussions and/or the progress review. If the employee disagrees with management conclusions or observations, he/she may provide management with written rebuttals that will be placed in the SSA-7B Extension File or equivalent.
3. An employee may inform his/her appraising official in writing, which includes email, of factors beyond his/her control that have affected his/her performance. The appraising official will consider such factors when evaluating performance for the appraisal period. The written documentation will be placed in the employee's SSA-7B Extension File or equivalent.

C. Formal Performance Discussion

1. At least once during the appraisal period, management will have a documented performance discussion with each employee regarding the employee's performance. During the discussion, management shall discuss the employee's contributions and results achieved within each performance element, reinforce expectations, and identify needs for performance improvement.
2. To ensure that all performance related activities are identified and documented, employees should provide their appraising official with feedback about their contributions.
3. Management shall document the content of performance discussions. The documentation may be a short statement or a bullet list highlighting individual accomplishments and/or contributions.
4. The employee and the supervisor will sign the performance plan to acknowledge that the formal discussion was held. The documentation will be placed in the SSA-7B Extension File, or equivalent, and a copy given to the employee.

D. Annual Performance Appraisal

Management will schedule time with the employee to issue his/her rating of record within 30 days of the end of the employee's appraisal period.

E. Optional Employee Self-Assessment

Employees will be provided the option of completing a self-assessment highlighting their contributions and accomplishments relating to the performance plan.

Employees who wish to submit a self-assessment must do so no later than the end of their appraisal period. A reasonable amount of time, as determined by the supervisor, will be provided for this activity. Self-assessments should be maintained in the SSA-7B Extension File or equivalent.

F. Feedback from Workgroup/Special Projects/Details

1. Rating officials are responsible for obtaining feedback regarding an employee's performance on workgroups, special projects, or details outside the normal work unit when the activity would have an impact on the determination of the employee's performance. In determining whether to solicit feedback, consideration should be given to the activity, duration of the activity, and the amount of time the employee spent on the activity.
2. Feedback should be obtained in writing from the supervisor responsible for the workgroup, project, or detail. This may include feedback obtained from a non-supervisory project leader, technical expert, or team leader. Employees should be given a copy of the feedback and provided an opportunity to include comments. Feedback should be maintained in the SSA-7B Extension File or equivalent.

G. Considerations In Assessing Performance

1. The appraising official, when assessing performance, will consider factors which affect performance that are beyond the control of the employee.
2. The appraising official will also consider the approved use of official time when evaluating employee performance.
3. The appraising official will timely disclose to each employee all records that relate to his/her performance appraisal.

H. Documentation of Annual Performance Appraisal

Standard forms will be used to document the employees' performance. Appraising officials will sign and date the annual performance appraisals. Employees will sign and date the copy of their annual performance appraisals to indicate receipt. Employees will receive the original signed appraisals. Copies of appraisals will be maintained in the SSA-7B Extension File, or equivalent, and recorded on the SSA automated management information system. Appraisals will be maintained in accordance with Agency policies and procedures.

I. Element Average

In order to differentiate degrees of performance to determine eligibility for awards, the Element Average will be computed based on the rating of each individual

element. An Element Average is not computed for those employees with a Level 1 rating because they are not eligible for awards.

1. Only performance element ratings of 3 and 5 will be used.
2. All elements are given equal weight in computing the Element Average.
3. An Element Average is not computed on PACS-NHT appraisals. Those new hires and trainees covered by PACS-NHT will be rated on two elements and will be rated "Pass" or "Fail." For purposes of awards, "Pass" corresponds to an element average of 3.0 and "Fail" corresponds to a rating of 1.0.

Section 6 Procedures for Marginal and Failing Performance

- A. The procedures for dealing with marginal and failing performance apply to employees who are entitled to the procedural and appeal rights described in 5 CFR 432 or 5 CFR 752.

These procedures are not applicable to employees who are not entitled to the procedural and appeal rights described in 5 CFR 432 or 5 CFR 752.

B. Performance Assistance (PA)

1. When an employee's performance is identified as marginal or failing, management should conduct a performance discussion with the employee to determine the reason(s) and the root cause for the poor performance. The employee may request to have a union representative present at this meeting. Management should discuss with the employee:
 - a. the expectations for improving performance;
 - b. the employee's responsibilities, and
 - c. what assistance may be needed to perform at the Successful Contribution Level, which may include training, mentoring, or other appropriate support.
 - d. that all parties recognize the purpose of the PA is to assist the employee with performing successfully.
2. Management should summarize the discussion in writing. This will be initialed by the employee and placed in his/her SSA-7B Extension File, or equivalent, along with copies of training schedules and documentation of any other assistance provided. The employee will be given copies.

3. An employee will be allowed thirty (30) calendar days to successfully improve his/her performance. Management may extend the period if the employee is demonstrating significant progress toward successful performance.
4. Employees are considered to be performing at the Successful Contribution Level (Level 3) during a period of performance assistance. If a rating of record becomes due during a period of performance assistance, the employee will be rated no lower than the Successful Contribution Level (Level 3). Employees will be eligible for WIGIs and awards during an assistance period. Employees in career ladder positions will also be eligible for career ladder promotions, provided that the other requirements for promotion are met. If the employee has successfully completed a PA and within a one-year period following the end of that PA, the employee's performance again falls below the Successful Contribution Level in the same element, the employee is not entitled to another PA and management may initiate an Opportunity to Perform Successfully (OPS) plan as discussed in C below.

C. Opportunity to Perform Successfully (OPS)

1. If following the Performance Assistance period, performance is below the Successful Contribution Level, management may initiate a performance improvement plan, the OPS plan. The OPS represents a formal process for performance improvement developed by management. If management meets with the employee to place the employee on an OPS, the employee may request to have a union representatives present at this meeting.
2. To institute an OPS plan, management must provide written notice to the employee that includes:
 - a. the critical element(s) for which performance is unacceptable;
 - b. the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance;
 - c. a statement that the employee is not in good standing and any WIGI or career ladder promotion will be withheld for the duration of the plan;
 - d. a summary of assistance already provided, along with the results;
 - e. a statement of management's plan for providing additional assistance to the employee (e.g., training, mentoring, etc.);
 - f. a statement that the employee has the responsibility to improve performance, which may include seeking assistance, reading, and researching issues, etc.; and

- g. a statement that unless the employee's performance in the critical element(s) improves to and is sustained at the successful level, the employee may be reassigned, reduced in grade, or terminated.
3. OPS plans will be instituted for a period of 120 calendar days. Management may terminate the plan if successful performance is demonstrated and sustained before the end of the 120 days. Management may extend the period if the employee is demonstrating significant progress toward the Successful Contribution Level of performance. A copy of the written OPS notice will be placed into the employee's SSA-7B Extension File or equivalent.
4. During the OPS, management will conduct ongoing discussions with the employee, normally on a bi-weekly basis, about progress toward improvement. Management will document these discussions and work reviews in the employee's SSA-7B Extension File or equivalent. The employee will be given copies of discussions and work reviews placed in his/her SSA-7B Extension File or equivalent.
5. At the end of the OPS period if performance has not improved to the Successful Contribution Level, a Level 1 rating of record will be issued. If performance has improved to the Successful Contribution Level and a rating of record is due, the rating will be Level 3. If performance has improved to the Successful Contribution Level and a rating of record is not due, the employee will be notified in writing of his/her successful completion of the OPS and a copy of the notice will be placed in his/her SSA-7B Extension File or equivalent.
6. Employees are considered to be performing at the Not Successful Level (Level 1) while under an OPS plan. If a rating of record becomes due while an employee is under an OPS plan, the rating of record will be delayed until the plan is completed. If a WIGI becomes due while an employee is under an OPS plan, a Not Successful rating of record will be prepared and the WIGI will be denied.

Section 7 Performance-Based Actions

- A. Management will initiate a performance-based action if, despite the additional assistance provided in accordance with the OPS plan, the employee's performance has not improved to the Successful Contribution Level by the end of the OPS period. This will result in the employee's reassignment to another position, reduction in grade, or termination.
- B. Demotions or removals for performance-based reasons must be accomplished in accordance with the applicable law and government-wide regulations governing the employees covered and the procedures to be followed (i.e., 5 CFR 432 or 5 CFR 752).

- C. An employee receiving a proposed action based on unacceptable performance is entitled to:
1. a thirty (30) day advance written notice of the proposed action that identifies both the specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's position involved in each instance of unacceptable performance;
 2. to be represented by an attorney or other representative;
 3. time to respond to the notice of proposed action orally and in writing;
 4. a final written decision within thirty (30) days after the expiration of the advance notice period.
- D. The employee may appeal to the Merit Systems Protection Board (MSPB) in accordance with applicable law, or the employee, with union concurrence, may timely request arbitration under the terms of this Agreement. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised the appellate option at such time as the employee timely initiates an appeal under the statutory procedure or timely requests arbitration.
- E. Management has the option of taking a performance-based action without instituting a new OPS plan if:
1. the employee has successfully completed an OPS plan by demonstrating improved performance, and
 2. within a one-year period following the beginning of that OPS plan, the employee's performance again falls below the Successful Contribution Level in the same element, and
 3. there is sufficient documentation to support a performance-based action, and
 4. If these three conditions are not met, management will initiate a new OPS plan.
- F. The Not Successful (Level 1) rating of record for an employee who has been demoted or reassigned for performance-based reasons in accordance with this Section will continue in effect until completion of the employee's appraisal period for his/her current position. However, if the employee is eligible for a WIGI prior to the completion of this appraisal period, a rating of record will be issued when the employee has demonstrated successful performance for at least 120 days.

Section 8 Special PACS Provisions for New Hires and Trainees (PACS-NHT)

A. Overview

New hires and trainees may be issued a pass/fail PACS-NHT performance plan. The PACS-NHT provisions recognize that many new hires and trainees require a lengthy period of formal classroom training and/or on-the-job training before they can perform the full range of their job duties. The PACS-NHT provisions provide these employees with additional time to demonstrate successful performance before they are rated under the normal PACS performance plan.

B. Employees Covered

1. New Hires/Trainees

Employees newly hired into SSA positions for the first time, or following a break in SSA employment, may be covered by the special PACS provisions for new hires and trainees. Since new hires for some positions would be expected to perform the full range of job duties without extensive training/mentoring, additional time would not be needed to evaluate performance.

2. Current SSA Employee Trainees.

Current SSA employees who move, without a change in appointment or a break in service, into new positions that require a lengthy training period may also be covered by special PACS-NHT provisions during the training period.

C. PACS-NHT Performance Plans

Management will issue PACS-NHT performance plans to new employees and trainees no later than thirty (30) days from their entrance on duty into their new positions. Management will meet with new employees and trainees to discuss their performance plans at the time they are issued. Initial performance plan discussions will be conducted and documented in accordance with Section 6.

D. Length of Appraisal Period

1. New Hires/Trainees

The initial appraisal period for the new hires covered under PACS-NHT provisions begins with their entrance on duty into the new position and ends one year from that date. They are issued a limited performance plan consisting of two elements: Engages in Learning and Interpersonal Skills.

- a. If the employee's training period ends before the end of the probationary period, he/she is issued a rating of record at the end of the probationary

period based on these two elements. The employee is then issued a full performance plan for the next rating period.

- b. If the employee's training period does not end before the end of the probationary period, he/she is issued a rating of record at the end of the probationary period based on the two elements. The employee is then reissued a PACS-NHT plan with the two elements until training is completed.
- c. At the completion of training, the employee is given the full performance plan. A rating of record is issued if a rating is due and the employee has been under the PACS-NHT plan for at least 120 days. This applies to employees serving under a trial period for term appointments and to employees in the first year of employment under excepted service appointments that are not limited to one (1) year or less.

2. Current SSA Employee Trainees

- a. The initial appraisal period for SSA employees who move, without a change in appointment or a break in service, into new positions that require a lengthy training period begins with the date they enter the trainee position. Trainee as used here is not meant to include the length of time needed to reach the journeyman level of a career ladder position.
- b. If the employee's training period has not ended by the end of his/her appraisal period, management will issue a PACS-NHT appraisal if the employee has been covered by a performance plan for at least 120 days. The employee will then be issued another PACS-NHT performance plan.
- c. If the employee's training period has not ended by the end of his/her appraisal period, and the employee has not been covered by a performance plan for at least 120 days, management will defer issuing a PACS-NHT appraisal until the employee has been covered for 120 days. The employee will then be issued another PACS-NHT performance plan.
- d. If the training period is completed by the end of his/her appraisal period, a PACS-NHT appraisal will be issued. A regular PACS performance plan will then be issued.

E. Monitoring Performance

Management will monitor the performance of new hires and trainees and conduct formal progress reviews in accordance with the provisions in Section 6.

F. Annual PACS-NHT Performance Appraisal

1. Annual PACS-NHT performance appraisals must be completed at the end of employees' initial appraisal periods. Management will provide employees with their ratings of record within thirty (30) days of the end of their appraisal periods.
2. If employees have not served under their PACS-NHT performance plans for the minimum appraisal period, their annual performance appraisal for the initial appraisal period will be postponed until the minimum appraisal period has been completed.
3. Management will consider feedback from other sources, including mentors and training instructors, to ensure a fair, complete, and ongoing appraisal of employees' work/learning activities during the rating period. Feedback should be obtained, maintained, and considered in accordance with the provisions in Section 6.
4. PACS-NHT annual performance appraisals will be documented and maintained in accordance with the provisions in Section 6.

G. Procedures for PACS-NHT Marginal and Failing Performance

1. New Hires and Trainees with Appeal Rights

The procedures for dealing with marginal and failing performance in Section 7 will also apply to new hires and trainees serving under PACS-NHT performance plans who are entitled to the procedural and appeal rights described in 5 CFR 752 or 5 CFR 432.

2. New Hires and Trainees without Appeal Rights

The procedures for dealing with marginal and failing performance in Section 7 do not apply to new hires and trainees serving under PACS-NHT performance plans if they are not entitled to the procedural and appeal rights described in 5 CFR 752 or 5 CFR 432.

Section 9 Miscellaneous

- A. At the conclusion of the first full appraisal period under PACS, the Agency will provide the NTEU Chapter President with one set of sanitized copies of the PA and OPS plans issued to NTEU represented employees during that appraisal period.
- B. To the extent allowed under the Privacy Act, the Agency will provide a yearly report, no later than January of each year, of the distribution of appraisal levels by position and grade level for NTEU represented employees in ODAR. The Agency will also provide a report of the distribution of appraisal levels by EEO protected class to the extent allowed under the Privacy Act.

ARTICLE 22

Monetary Awards

Section 1 Purpose

Recognition of employees through monetary awards reflects the parties' efforts to promote quality service and to recognize employee contributions to Agency performance. Employee recognition is based on achievement and acknowledges the individual and collaborative accomplishments of employees to promote the success of the Agency's mission, goals, and objectives. Strong emphasis is placed on recognition of efforts to improve service to the public. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Those who contribute to the success of their work unit, and thus, the Agency, deserve recognition of their accomplishments. Recognition of group accomplishments also promotes and acknowledges the value we place on working together.

The program provides for various monetary recognition, enabling the award recipient to be recognized in a meaningful manner. It provides the flexibility necessary to adapt to a changing work environment and unanticipated circumstances. The intent of this program is that employees will be appropriately rewarded regardless of changes in the Agency's organizational structure, work processes, or work initiatives.

Section 2 Policy

- A. Except for Recognition of Contribution (ROC) awards, there is no limit on the number of awards that an individual employee may receive or the frequency with which he/she may receive awards during an appraisal period. The timing and frequency is determined by the type of award. No more than one ROC award can be granted for an appraisal period. Exemplary Contribution or Service Awards (ECSA) will normally be granted as close as possible to the event being recognized.
- B. When employees are eligible to be considered for awards, the relative significance and impact of their contributions will be considered in determining which type of awards would constitute appropriate recognition and the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.
- C. Awards will be processed in a timely and expeditious manner.
- D. The Agency will provide an award recipient with documentation of the award received which may include a certificate. For awards other than ROCs, the documentation will include a justification statement.

- E. The Agency will make reasonable efforts to allot awards funding in proportion to the number of bargaining unit employees within the component.
- F. If there are any unspent ROC funds, the Agency may reallocate such funds to the ECSA award pool.

Section 3 Eligibility Requirements

To be eligible for an award, an employee must be in good standing and have a rating of record with an Element Average of at least 4.0 for ROCs, and an Element Average of at least 3.0 for an ECSA. An employee who receives a Level 1 rating in any element is not eligible for any award.

An employee is in good standing when he/she has a rating of record (an appraisal) of at least summary Level 3 and his/her current performance is at least successful.

Element Average is a computation summary derived from the performance evaluation process. The individual performance element ratings of 3 and 5 are added together and the total is divided by the number of performance elements, and the resulting number is the Element Average.

Section 4 Types of Awards

A. ROC Awards

A ROC award recognizes employees who have maintained high quality performance. It may be awarded in the form of a Quality Step Increase (QSI) or cash award. To be eligible for a cash ROC, an employee must have a rating of record with an Element Average of at least 4.0. To be eligible for a QSI, an employee must have a rating of record with an Element Average of 5.0. Employees with an Element Average of 5.0 will be considered for a ROC and employees with an Element Average of 4.0 or greater but less than 5.0 may be considered for a ROC. The following are ROC restrictions:

1. Probationary employees are not eligible;
2. Employees with an Element Average of less than 4.0 are not eligible;
3. Employees may not be granted more than one ROC for an appraisal period;
4. Employees may not be granted more than one QSI within a 52 week period;
and

5. Employees may not be serving on a temporary promotion when a QSI is to take effect.

ROC awards will be granted after all appraisals have been distributed. ROC award amounts for employees with an Element Average of 5.0 will be greater than the amount for employees with lower Element Averages at the same grade level in the same office.

B. ECSA

1. An ECSA is a cash award, which recognizes individual contributions to group achievement and performance that have promoted the mission of the Agency, or extraordinary acts performed while on duty. Award amounts should be linked to the significance and impact of the accomplishment or contribution. The minimum amount to be awarded for an ECSA is two hundred dollars. An individual with a rating of 3.5 will not receive an ECSA award lower than an individual at the same grade level in the same office with a rating of 3.0.

To be eligible for an ECSA, an employee must perform an extraordinary service or act in connection with or related to official duty, or demonstrate exemplary contributions to group performance. ECSAs may be granted and distributed throughout the appraisal period and as close to the contribution or extraordinary service or act as possible.

Section 5 Awards Information

The Agency will provide the Union with an annual report on the awards program for bargaining unit employees. This report will show the distribution of cash awards and QSIs by grade and office.

SIDEBAR to Article 22 Awards

1. If the Agency elects to pay monetary awards in FY16, once the amount of funds available for these awards are announced, the Agency will promptly contact the NTEU President to discuss the percentage of award money to be allocated to the ROC and ECSA awards categories. The parties will also discuss the award ranges to be used for the ROC awards.
2. If the parties fail to agree to the parameters for payment of monetary awards, the parties will meet via technology for one day in formal negotiations. If the parties fail to come to an agreement, the matter will be submitted for expedited arbitration in accordance with Article 30 of the 2014 SSA-NTEU National Agreement.

ARTICLE 23
Acceptable Level of Competence (WIGI)

Section 1

- A. The provisions of 5 CFR Part 531, Sub-part D govern acceptable level of competence determinations and within-grade increases. The CFR contains substantial procedural requirements that are not fully described in this article but are applicable to employees in the unit.
- B. An employee will be granted a within-grade increase when he/she has completed the required waiting period and the employee has performed at an acceptable level of competence during the waiting period.
- C. The waiting period is as follows:
 - One (1) year to move to steps 2, 3, and 4.
 - Two (2) years to move to steps 5, 6, and 7.
 - Three (3) years to move to steps 8, 9, and 10.
- D. An employee will be considered to have attained an acceptable level of competence when the employee's performance is at the Successful Contribution level (Level 3).

Section 2

- A. At least sixty (60) calendar days prior to the date that an employee is eligible to receive a within-grade increase, the employee's supervisor will notify the employee as to his/her performance. If the employee's performance has not been at an acceptable level of competence, the Employer will notify the employee, in writing, as to the following:
 - 1. Those critical aspects of the employee's performance in which the employee is deficient and the measurable and demonstrable extent of the deficiencies;
 - 2. Any instances, specifically described, which support the alleged deficiencies;
 - 3. Assistance which will be offered so as to enable the employee to improve his/her performance so as to meet the requirements specified for the position; and
 - 4. That the employee's within-grade increase may be denied unless sustained improvement to an acceptable level of competence is shown within sixty (60) calendar days advance notice, and the within-grade increase is denied, the Employer will, upon request make a redetermination of the employee's acceptable level of competence not later than sixty (60) calendar days after the date on which

the employee completed the required waiting period described in Section 1 B. above.

Section 3

- A. If at the end of the sixty (60) day period provided in Section 2, an employee's performance is not at an acceptable level of competence for the purpose of approving the within-grade increase, the employee will be given a written notice which contains the following:
1. The reasons for the negative determination;
 2. His or her right to request reconsideration; not more than fifteen (15) days after receipt of the determination. (The time limit to request a reconsideration may be extended when the employee shows that he or she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his or her control from requesting reconsideration within the time limit);
 3. His or her right to request the assistance of a NTEU representative or personal representative and his or her right to a reasonable amount of duty time to review the material relied upon to support the negative determination and to prepare a response to the determination; and
 4. The name of the official to whom the request for reconsideration is to be submitted.
- B. The Employer shall provide the employee with a prompt final written decision. Usually, this will be within thirty (30) days of the reconsideration.
- C. When an employee receives a negative determination, he or she shall be granted a reasonable amount of duty time to review the material relied upon to make the determination. The employee must otherwise be in a pay status in order to be granted duty time.
- D. If a negative determination is reversed by the agency (either before or upon reconsideration), the effective date of the increase will be the original due date.
- E. Where an employee is denied his/her within-grade increase by the reconsideration official, the letter transmitting that adverse reconsideration decision shall include a statement which informs the employee about his/her right to appeal the decision through the grievance procedure ending in binding arbitration and the number of days in which the employee must request such an appeal through the Union.

Section 4

After a within-grade increase has been withheld, the Employer will grant the within-grade increase at any time after it determines that the employee has demonstrated sustained performance at an acceptable level of competence. After withholding a within-grade increase, the Employer, at a minimum, shall determine whether the employee's performance is at an acceptable level of competence after each twenty-six (26) weeks following the original due date for the within-grade increase.

ARTICLE 24

Training

Section 1

The Parties agree that the training and development of employees is a matter of significant importance to fulfilling the mission the Agency. Although the Agency agrees to make available to all employees, subject to budgetary considerations, the training necessary for the performance of the employee's presently assigned duties or proposed assignment, the employee has the right to raise as a defense in any termination proceeding and in any performance appraisal or disciplinary matter the lack of appropriate training.

Section 2

The Agency will ensure that all employees are trained for efficient accomplishment of their assigned duties, and, if requested by the employee, will discuss personal career development opportunities and goals.

Section 3

Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. An employee who has obtained prior approval from the Agency shall be reimbursed for all authorized expenses to the extent that such training is related to the employee's official duties which the employee could reasonably be expected to perform in the foreseeable future, and is consistent with the needs and mission of the Agency.

Section 4

The nomination and selection of employees to participate in training and career development programs and courses shall be made consistent with the principles of equal employment opportunity. The Agency will furnish pertinent information to employees concerning opportunities for individual development. Counseling in individual cases will be furnished consistent with the resources of the Agency.

Section 5

Requests for a variance in regular working hours and/or appropriate leave for educational purposes will be given consideration and recommended for approval whenever practical if such variance does not interfere with the needs and the mission accomplishment of the Agency.

ARTICLE 25
Health and Safety

Section 1

- A. The Employer will provide and maintain safe and healthy working conditions for all employees in accordance with Executive Order 12196 and the Department of Labor implementing instructions.
- B. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.
- C. The Employer agrees to notify the Union if a deviation in the Employer's occupational safety, health, and fire standards is requested for any facility in which bargaining unit members are required to work.

Section 2

- A. The employees are encouraged to inform the Employer of any unsafe or unhealthy practice, equipment, or condition which might represent a health and safety hazard. Where the employee has notified the Employer, the Employer will inform a Union representative of the discussions as soon as practicable.
- B. The Employer shall respond to employee reports of hazardous conditions and require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other safety and health considerations.
- C. The Employer shall assure no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthy working conditions, or other participation in agency occupational safety and health program activities.
- D.
 - 1. If the Union believes that work is being required under conditions which are unsafe or unhealthy beyond normal hazards inherent in the operations in question, it may discuss the matter with the Employer and/or have the right to file a grievance.
 - 2. In accordance with 29 CFR 1960, when exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, then the employee may leave his/her duty station, notify the Employer, and hold himself/herself available for work under appropriate working conditions. When these procedures are followed, the employee will continue to be paid during this period, without any charged leave.

- E. Notwithstanding the provisions of Article 25, Section 2. D., an employee will comply with the applicable orders of a duly authorized state or local public official to the extent not prohibited by law and regulation.
- F. The Parties may address health and safety matters through the Labor Management Relations Committee and other contract means.

Section 3

The Employer shall take reasonable precautions to ensure the health and safety of employees. Such measures shall include:

- A. Ensuring that all monitors have adjustable screen illumination;
- B. Ensuring that office lighting allows for adequate illumination and minimal screen glare; the illumination shall be in accordance with GSA standards and task lighting shall be made available upon the request of the user;
- C. Minimizing glare through methods that include, but are not limited to, shielding windows with shades, curtains, or blinds; positioning the terminal so that the terminal screen is at a right angle to the window producing the glare; fitting video display screens with anti-glare screens; and providing keyboards with tops finished in a manner so as to minimize reflection;
- D. Providing one (1) or two (2) document holders adjustable for placement angle and height to users who request them;
- E. Providing a wrist rest for all employees; wrist rests shall enable the user to maintain a neutral position of the wrist while at the keyboard, and shall be padded and without sharp edges;
- F. Providing foot rests for all employees who request them; and
- G. Providing an ergonomic chair with adjustable seat (adjustable for both height and angle) and a firm adjustable back support for each employee; an ergonomic chair with detachable elbow rests, will be provided upon request of employees; seat pans and backrests of chairs shall be upholstered with moisture absorbing material; and the upholstery shall be compressible at a minimum in the range of approximately one-half (1/2) to one (1) inch.

Section 4

- A. The Administration agrees to make reasonable efforts to provide healthful indoor air and water quality by conforming to laws, regulations and/or policies issued by federal agencies such as OSHA, EPA, the General Services Administration (GSA), and SSA.
- B. On-site investigations/inspections will be conducted when there is reasonable cause to suspect an air or water quality problem exists in the work environment. These investigations/ inspections may be conducted by trained SSA personnel, representatives of other federal agencies such as GSA, Public Health Service, OSHA, etc., or by trained contract personnel from the private sector under contract to the Administration.
- C. When inspections of the heating, ventilation, air-conditioning, or water systems are conducted, the criteria of the GSA Federal Property Management Regulations will apply.
- D. When investigations of indoor air quality are conducted, the protocols of OSHA shall be complied with to the extent possible. This means that standard air quality tests will include measurement of carbon monoxide, carbon dioxide, formaldehyde, temperature, and humidity. Additional tests may be conducted as indicated by inspection of the work site and/or test results obtained from the basic protocol.
- E. When inspections or test results reveal the presence of an air or water quality problem, the Administration will take appropriate measures to mitigate the problem to meet the standards and guidelines cited in A.
- F. Copies of all test results shall be provided to employee representatives within a reasonable time after receipt by Management.
- G. The Union will be given a reasonable opportunity to have an inspector of its choosing examine water and air quality. It is understood that the Employer will be provided with advance notice of the inspection. The Employer will not pay any costs associated with the inspection.

Section 5

- A. The Employer agrees that when an employee suffers job-related illness or injury in the performance of duties and reports it to his or her supervisor, he/she will be informed by the Employer on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will also be provided about the type of benefits available, including specific reference to his/her option to file a claim for disability compensation or use accrued leave if he/she is disabled from work.

- B. Each such employee, upon request, shall receive an electronic copy of appropriate forms and publications related to filing claims for employee disability compensation. Appropriate forms may include:

Form CA-1	Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation
Form CA-2	Notice of Occupational Disease and Claim for Compensation
Form CA-7	Claim for Compensation on Account of Traumatic Injury or Occupational Disease
Form CA-20	Attending Physician's Report

- C. The Employer agrees to make the above available electronically for each union officer and steward.

Section 6

The Employer will take steps on a semi-annual basis to ensure that all employees are thoroughly familiar with the proper means for leaving the building during a suspected fire or bomb threat. When fire or bomb is reasonably suspected, the Employer will evacuate the employees to safer areas. Under no circumstances will employees be required to remain at their work stations and search for a suspected bomb.

Section 7

The Employer agrees to furnish employees, health benefit information electronically.

Section 8

- A. To the extent that the Employer has control, there will be no application of insecticides and other like chemicals during working hours.
- B. The Employer will inform the Union of chemicals that are used in its buildings as paint or pesticides as soon as it is aware that such will be used. To the extent that the Employer has control, the notice will not be given later than one (1) full workday before the paint or pesticides are to be used. This notice will also include any warning statements given to the Employer or its agents by the organization applying such paint or pesticides.

Section 9

In each hearing office where employees are located, the Employer will maintain adequate first aid supplies. All employees will have reasonable access to these supplies.

Section 10

When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Employer will assist the employee in arranging for such transportation.

Section 11 Smoking

- A. It is the policy of the Social Security Administration and ODAR to have a totally smoke free environment in all of its installations and on all SSA controlled property and premises.
- B. In view of the dangers to health caused by smoking, employees will be given information on the dangers of smoking, methods of breaking the smoking habit, and the provisions of the SSA policy on smoking.
- C. There will be no "smoke breaks" or designated smoking areas. However, employees may smoke on authorized breaks and lunch only on non-SSA controlled property and premises.

ARTICLE 26
Disciplinary Actions

Section 1

- A. For the purposes of this Agreement, a disciplinary action is defined as a written reprimand, or a suspension for fourteen (14) days or less. The Employer agrees that such actions will only be taken for such cause as will promote the efficiency of the service.
- B. No employee shall be disciplined except for just cause.
- C. The Parties agree that involuntary transfers, and/or involuntary resignations are not appropriate disciplinary measures.

Section 2

It is the responsibility of the Employer to provide and of each employee to:

- 1. Know and be aware of the government-wide standards of conduct contained in 5 CFR 2635 and any supplemental regulations issued under 5 CFR 2635.105; and
- 2. To adhere to the standards contained therein.

Section 3

The Parties recognize that discipline shall be progressive in nature to correct the conduct of an offending employee, and the Employer has determined to follow a course of progressive discipline. Except in unusual circumstances, discipline will be preceded by counseling and assistance which are informal in nature and not recorded. It is understood that progressive discipline need not follow any specific sequence and that major offenses will be cause for severe adverse actions including removal, irrespective of whether previous discipline has been taken against the offending employee.

Section 4

An employee's right to union representation during an investigatory interview, i.e. Weingarten Rights, is set forth in Article 5, Section 4.A.

Section 5

- A. An employee will, in a disciplinary action and upon request, be furnished a copy of those portions of all materials, written, electronic or otherwise, which contain information or evidence relied upon by the Employer as a basis for the disciplinary action.
- B. The employee will be provided with a copy of those portions of all materials, written, electronic, or otherwise, which contain information or evidence relied upon by the Employer in proposing the action. The material relied upon will include the favorable and unfavorable evidence that has been collected for the charge(s).
- C. Nothing in the section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities, such as the Freedom of Information Act, the Privacy Act, or the Civil Service Reform Act.
- D. Information described in this section shall be provided subject to the requirements and provisions of the Privacy Act. However, the Union does not waive any rights it may have under the CSRA.

Section 6

When the Employer chooses to take any suspension for fourteen (14) days or less against an employee the following procedures will apply:

- A. The Employer will provide the affected employee with fifteen (15) workdays advance written notification of the proposed action.
- B. The written proposal will contain all reasons relied upon for the proposed stated discipline specifically.
- C. The material on which the notice of proposed discipline is based including statements of witnesses, documents, and investigation reports or extracts, shall upon request, be assembled, copied, and given to the employee at the time the proposal is delivered.
- D. The employee will be given seven (7) workdays from the date he/she received the notice of proposed discipline in which to request oral/or written reply to the notice of proposed discipline. Where an oral reply has been requested, it will be scheduled at the convenience of the Parties within fifteen (15) days from the date the employee received the notice, unless otherwise mutually agreed by the Parties.
- E. The employee may be represented by the Union in connection with the oral and/or written reply.

- F. The employee and his/her representative will be given a reasonable amount of duty or official time, respectively, to prepare the replies described above.
- G. Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action.
- H. The employee will have the right to raise any defense, and the Employer will give due consideration to all such defenses.
- I. The employee may supplement the oral reply with a written presentation for management's consideration.
- J. The final decision in any proposed discipline covered by this section must be made by a management official with the authority to render said decision and who is not the official who issued the notice of proposed action. The final decision letter will contain the Employer's detailed findings with respect to each reason and specification made against the employee in the notice of proposed action.
- K. Where an employee chooses to make an oral reply as provided above, such reply shall be made at the work site of the employee. If the employee and deciding official are not located in the same facility, the employee may make his/her reply via telephone or video.
- L. If the Employer's final decision is to effect disciplinary action other than a suspension, the employee may file a grievance or appeal pursuant to the provisions of Article 28. If the employee files a grievance on a suspension, he/she has 30 calendar days in which to file a grievance with the Step 3 official as provided under Section 5 of Article 28. Thereafter all requirements associated with subsequent steps of the appropriate grievance procedure will apply.
- M. Suspensions of fourteen (14) days or less may be appealed through the expedited arbitration process as set forth in Article 30.

Section 7

- A. Any of the time limits established in this article may be extended or waived by mutual agreement of the Parties.
- B. Reasonable extensions of time will be granted by the Employer, on a case-by-case basis, upon good cause shown.

Section 8

All letters of reprimand will be removed from the employee's records no later than twelve (12) months from the date of issuance.

Section 9

The Agency will provide the Chapter President, as soon as practicable, a sanitized copy of all reprimands and proposals and decisions of more serious disciplinary actions.

ARTICLE 27

Adverse Actions

The provisions of this article, otherwise applicable to all bargaining unit employees, shall not apply with respect to the following: (a) employees serving a probationary or trial period; (b) reemployed annuitants; (c) a preference eligible in the excepted service who has not completed one (1) year of current continuous service in the same or similar positions; and (d) other employees as excluded by operation of law.

Section 1

An adverse action, for the purposes of this article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, or a furlough of thirty (30) calendar days or less. This article does not apply to a reduction-in-grade or a removal based on unacceptable performance as defined in 5 U.S.C. 4303.

Section 2

- A. No employee will be the subject of an adverse action except for such cause as will promote the efficiency of the service. Adverse actions must be supported by a preponderance of the evidence.
- B. The Employer subscribes to the concept of progressive discipline.

Section 3

Except for reductions in grade or pay based upon a classification action or decision and furloughs of thirty (30) days or less, in deciding what action is appropriate, the Employer shall give due consideration to the relevance of any mitigating or aggravating circumstances, such as:

- A. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, or prominence of the position;
- C. The employee's past disciplinary record;
- D. The employee's past work record, including length of service, performance, ability to relate to employees, dependability;

- E. The effect of the offense on the employee's ability to perform at a satisfactory level and its effect on the supervisor's confidence in the employee;
- F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- G. Consistency of the penalty with any applicable agency table of penalties;
- H. The notoriety of the offense and its impact upon the reputation of the Employer;
- I. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- J. Potential for the employee's rehabilitation;
- K. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice or provocation on the part of others in the matter; and
- L. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 4

An employee's right to union representation during an investigatory interview, i.e. Weingarten Rights, is set forth in Article 5, Section 4.A.

Section 5

- A. An employee will, in any adverse action, be furnished a copy of those portions of all materials, written, electronic or otherwise, which contain information or evidence relied upon by the Employer as the basis for the adverse action. The material relied upon will include the favorable and unfavorable evidence that has been collected for the charge(s).
- B. Nothing in this section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities, such as the Freedom of Information Act, the Privacy Act, or the Civil Service Reform Act.
- C. Information described in this section shall be provided subject to the requirements and provisions of the Privacy Act.

Section 6

Where an action is proposed under this article:

- A. The employee against whom the action is proposed is entitled to at least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
- B. The thirty (30) days advance written notice is not required to effect an emergency suspension pursuant to government-wide rules, regulations, and law. When the circumstances warrant immediate action, the proposing official may place the employee in a non-duty status with pay in accordance with law and regulation for such time as is necessary to propose and effect the suspension. The proposed notice of emergency indefinite suspension shall be given a reasonable time, but not less than seven (7) calendar days, to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.
- C. The employee against whom the action is proposed is entitled to reasonable time (normally fourteen (14) but not less than seven (7) workdays) from receipt of notice of the proposed adverse action and all information as defined in Section 5 of this article, to review the materials relied upon by the Employer and to answer the charges, and specifications orally and/or in writing. If the employee wishes to make an oral reply, the request for an oral reply must be made within seven (7) days of the date the employee receives the letter of proposal and all information. The employee may supplement the oral reply with a written presentation for management's consideration. The employee may submit affidavits and/or other documentary evidence in support of the answer.
- D. The employee against whom the action is proposed is entitled to a written decision and the specific reasons therefore at the earliest practicable date.

Moreover, an employee may be represented by the Union, an attorney, or other representative of his/her choosing.

Section 7

The notice of proposed adverse action shall include the following:

- A. A statement of the charges, specifications, and reasons for the action proposed;
- B. In cases where a suspension is proposed for reasons of off-duty misconduct, the Employer's written notification as required by this section will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service;

- C. A statement that the employee shall receive a reasonable amount of duty time approved in advance by his/her supervisor to review the material relied upon to support the charges and to prepare an answer to the charges orally and/or in writing;
- D. A statement that the employee has the right to be represented by the Union or an attorney or other representative of his/her own choosing; and
- E. A statement that the Employer will provide a written decision and specific reasons therefore.

Section 8

- A. An employee will have the right to raise any defense to a proposed adverse action allowed by applicable laws and regulations.
- B. The deciding official will carefully consider the employee's oral and/or written replies in rendering his decision.

Section 9

The Employer's final decision shall contain the reasons supporting the decision; will specifically address any disputes over the facts contained in the Employer's charges or reasons explaining the basis for its resolution of the dispute; and will be served upon the employee and his or her representative.

Section 10

- A. An employee aggrieved by an adverse decision under this article may appeal the action to the Merit Systems Protection Board or, with the Union's concurrence, proceed directly to arbitration as provided in this Agreement but not both.
- B. An employee shall be deemed to have exercised his option under this section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board or the Union timely files a request for arbitration under the provisions of this Agreement, whichever event occurs first.
- C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union or an attorney or other representative of his own choosing. An employee who elects, with the Union's concurrence, to appeal an action under the arbitration procedures provided in this Agreement may be represented by the Union, himself/herself, or an individual approved by the Union.

Section 11

- A. Any of the time limits established in this article may be extended or waived by mutual agreement of the Parties.
- B. Reasonable extensions of time will be granted by the Employer, on a case-by-case basis, upon good cause shown.

Section 12

As a result of the passage of Public Law 101-376, Civil Service Due Process Amendments, and its signing into law by the President on August 17, 1990, the Parties recognize the following:

- A. Public Law 101-376 has extended adverse action due process rights to the following non-preference eligible excepted service employees:
 - 1. Per 5 U.S.C. 7511 (a) (1) (C) (i): employees not serving in a probationary or trial period under an initial appointment pending conversion to the competitive service;
 - 2. Per 5 U.S.C. 7511 (a) (1) (C) (ii): employees who have completed two (2) years of current continuous service in the same or similar positions in an Executive agency under other than a temporary appointment limited to two (2) years or less.
- B. Bargaining unit employees referenced in Section A, above, have the same appeal rights for action taken under 5 U.S.C. Chapter 43 and 75 as competitive service employees, including access to the negotiated grievance and arbitration procedures for actions for disciplinary and adverse actions.
- C. The provisions of this article do not apply to:
 - 1. A suspension or removal in the interests of national security initiated under Section 7532 of Title 5, United States Code;
 - 2. A reduction-in-force action under Article 31 of this Agreement; or
 - 3. A reduction in grade or removal based upon unacceptable performance initiated under Article 21 of this Agreement.

Section 13

The Agency will provide the Chapter President, as soon as practicable, a sanitized copy of all reprimands and proposals and decisions of more serious adverse actions.

ARTICLE 28

Grievance Procedure

The purpose of this article is to provide a mutually acceptable procedure for the prompt and equitable resolution of all grievances which may arise during the life of this Agreement.

Section 1

- A. The Parties agree that grievances and complaints should be settled in an orderly, prompt, and equitable manner which will maintain the self-respect of all parties involved and be consistent with the principles of good management. Every effort will be made by supervisors and officials of the Union to settle grievances at the lowest level of supervision.
- B. An employee or any representative will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking appropriate adjustment of a grievance. The initiation or representation of a grievance in good faith by an employee will not cause any reflection on his or her standing with Management nor on his or her loyalty to the office.
- C. Employees will be granted such duty time as is reasonable and necessary to present their grievances.

Section 2

- A. A grievance means any complaint:
 - 1. By an employee concerning any matter relating to the employment of the employee;
 - 2. By the Union concerning any matter relating to the employment of any employee; or
 - 3. By any employee, the Union, or the Employer concerning:
 - a. The effect or interpretation, or a claim of breach of this Agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. The term grievance does not include:

1. Any claimed violation of law relating to prohibited political activities;
2. Retirement, life insurance, or health insurance;
3. A suspension or removal under Section 7532 of Title 5 U.S.C.;
4. Any examination, certification, or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. The removal of any employee serving a probationary or trial period under an initial appointment who has not completed twelve (12) months of current continuous employment under other than a temporary appointment limited to one (1) year or less; or
7. Non-adoption of a suggestion.
8. Non-selection for any bargaining unit positions where the selectee and non-selectee(s) were properly rated and ranked.
9. Non-selection for non-bargaining unit positions.

Section 3

An aggrieved preference-eligible employee affected by alleged discrimination action based on unacceptable performance or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this article and pursuant to Section 7121 of the Civil Service Reform Act, an employee shall be deemed to have exercised his/her option 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 provision of this procedure, whichever occurs first.

Section 4

- A. A grievance under this negotiated system can be initiated by an employee, a group of employees, the Union, or Management. An employee or group of employees may not invoke arbitration proceedings on their grievance on their own initiative. Only the Union or Management may request arbitration.
- B. Employees dissatisfied with orders properly grounded in supervisory authority are expected to follow the order first and then consider filing a grievance. Any grievance on which action is not initiated with the immediate supervisor within thirty (30)

calendar days after the occurrence of the incident or event from which such grievance arose will not be presented or considered at a later date unless the employee was not aware of being aggrieved within the stated time limit. When the basis for a grievance is a continuing practice or condition, a grievance may be filed at any time.

Section 5

The following shall normally serve as the Step 1, 2, and 3 management officials for all employee grievances filed under the negotiated grievance procedure. The first line supervisor will serve as the Step 1 official and the second line supervisor will serve as the Step 2 official. The Chief Administrative Law Judge or designee within OCALJ will serve as the Step 3 official for grievances (except for those addressing individual employee performance appraisals, reprimands and individual leave requests in which case the employee's third line supervisor will serve as the Step 3 official).

Section 6

Step 1

- A. A grievance must be presented in writing to the Step 1 management official within thirty (30) calendar days after the occurrence of the incident or event from which such grievance arose or the employee first became aware of the matter, whichever is later. An email will be considered "in writing" as long as the email clearly states it is a grievance.
- B. The employee's written presentation must sufficiently identify and clearly explain all matters and issues which form the basis of the grievance in order for the grievance to be understood and considered.
- C. Consideration of the grievance at subsequent levels shall be limited to those issues raised in Step 1 of the grievance procedure as well as any related issues raised by Step 2. Any unrelated or new issues not contained in the Step 1 of the grievance procedure will not and cannot receive consideration by an official or arbitrator. This does not require the Parties to cite portions of law or regulation, nor does it preclude them from responding to issues raised by the Employer or the deciding official at Step 1.
- D. Within ten (10) workdays from receipt of the grievance, the Step 1 management official, if requested, will grant a face-to-face meeting with the grievant.
- E. Within twenty (20) workdays from receipt of the grievance, the Step 1 official will issue a decision in writing, either granting, modifying, or denying the relief requested.

- F. The decision will notify the employee of the name, title, location, and telephone number of the Step 2 official with whom to proceed, if necessary.

Section 7

Step 2

- A. The employee may appeal to the Step 2 official in writing within ten (10) workdays after the Step 1 decision was, or should have been, issued. An email will be considered "in writing" as long as the email clearly states it is a grievance.
 - 1. A copy of the Step 1 presentation and decision must be attached by the employee. The employee must set forth specific reasons for dissatisfaction with the Step 1 decision.
 - 2. If no Step 1 decision was issued within the time period required, then that fact should be noted with no other explanation except for being accompanied by a copy of the initial grievance presentation.
- B. Within ten (10) workdays from receipt of the grievance the Step 2 official will issue a final decision in writing to the employee either granting, modifying, or denying the relief requested.

Section 8

Step 3

- A. The employee may appeal to the Step 3 official or his/her designee in writing within ten (10) workdays after the Step 2 decision was, or should have been, issued. An email will be considered "in writing" as long as the email clearly states it is a grievance.
 - 1. A copy of the Step 1 and 2 presentations and decisions must be attached by the employee. The employee must set forth the specific reasons for dissatisfaction with the Step 2 decision.
 - 2. If no Step 2 decision was issued within the time period required, then that fact should be noted with no other explanation except for being accompanied by copies of all the previous available grievance presentations and decision.
- B. Within ten (10) workdays from receipt of the grievance the Step 3 official will issue a final decision in writing to the employee either granting, modifying, or denying the relief requested.

Section 9

If the Step 3 decision is not acceptable to the employee or the Union, or if no timely decision is issued, the Union may proceed to arbitration if it so elects, and then, in accordance with the provisions of Article 29, Arbitration, or Article 30, Expedited Arbitration, as appropriate based on the issue(s) contained within the grievance.

Section 10

- A. Responses to grievances including the decisions shall be served by the Employer on the appropriate steward, the Chapter Executive Vice-President and Chief Steward (either by email, certified return receipt mail or in person), and the grievant. Notification of the Employer's decision at Step 3 must also be sent (either by email, certified return receipt mail or in person) to the appropriate National Counsel.
- B. Any grievance response or appeal to the next step will be considered timely if postmarked or delivered no later than the final day of the designated time period.
- C. Any of the time limits or steps established in this article may be waived or extended by mutual agreement of the Parties.
- D. The Employer will not unilaterally extend the remedy in any specific arbitration award to non-grieving employees unless required by law or regulation. This provision will not prevent the Employer from applying the award to employees prospectively.
- E. The Employer's final decision shall contain the reasons supporting the decision, will specifically address any disputes over the facts contained in the grievance or reasons explaining the basis for its resolution of the dispute, and will be served on the employee and his representative.

Section 11

- A. Where the Employer elects to file a grievance pursuant to this article, such grievance shall be in writing addressed to the President of NTEU and the appropriate NTEU Field Representative. The NTEU President or designee shall, within twenty (20) workdays after receipt of such grievance, issue a written decision addressed to the Deputy Commissioner and/or designee who signed the grievance.

- B. Where the Union files an institutional grievance pursuant to this article, such grievance shall be in writing addressed to the Deputy Commissioner and/or designee. The Employer shall, within twenty (20) workdays after receipt of such grievances, issue a written decision addressed to the NTEU President and designee.
- C. If the Union is not satisfied with the decision of the Deputy Commissioner or designee, the Union may proceed to arbitration in accordance with the provisions of Article 29, Arbitration.
- D. The Employer and/or Union grievances must be filed within twenty (20) working days of the date the Party became aware of the matter, unless the matter is a continuing practice or condition which may be filed at any time.

Section 12

- A. At the discretion of the Step 2 and/or 3 official at whose level the grievance is pending, the employee and/or his/her representative may meet with that official in person, by phone or by video. However, any travel or per diem costs for the grievant and representative are solely at the discretion of the Employer. The holding of a meeting will not serve to affect any of the time limits required by this grievance procedure, and in no case can a meeting, or lack thereof, cause or be used by an official, to delay the issuance of a decision at any step.
- B. Failure of the Employer to observe the time limits stated in this grievance procedure shall, at the election of the grievant, advance the grievance to the next step.
- C. Grievance decisions will be served on the grievant and the steward simultaneously. Service will be in person, by email or by certified mail.
- D. In computing any period of time prescribed by or allowed by this procedure, the day of the act, event or occurrence from or after which the designated period of time begins to run shall not be included. A document postmarked or emailed by the last day of any time period prescribed under this article, or as mutually extended, will be accepted as timely filed.
- E. It is understood that an employee processing a grievance under this article shall be limited to union representation, self representation, or a representative approved by the Union. If an employee presents a grievance without union representation, the Union will be given the opportunity to be present at all formal discussions of the grievance. The Union shall be given reasonable advance notice of such meetings. The Parties agree that an adjustment must not be inconsistent with the terms and considerations of this Agreement.

Section 13

Upon mutual agreement between the Parties, grievances may be combined and processed as one.

Section 14

- A. When the Employer alleges an issue is non-grievable and/or is not arbitrable then the Employer shall notify the employee in writing, stating all the reasons for such determination.
- B. When the Employer alleges an issue is non-grievable or non-arbitrable, the Union, if it wishes, will have ten (10) workdays to amend and refile the grievance so that it will be procedurally correct. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance.
- C. If a question of grievability is raised, the grievance shall proceed through the grievance procedure with the question of grievability joined to the grievance.
- D. Questions that cannot be resolved by the Parties as to whether a grievance is on a matter subject to the negotiated grievance procedure or arbitration shall be resolved by first submitting the issue to the arbitrator assigned the full case.
- E. If the issue of timeliness is raised, a grievance may be denied on the grounds it was not presented within the time frame specified. Denial of a grievance on that ground, however, will not deprive the grievant of the right to present the merits of the grievance, or deprive Management of the right to rely on untimeliness as a ground for denial, at each successive step of the grievance procedure, including arbitration.

Section 15

Where a grievance is filed and the Union or employee alleges violation of rules or regulations, the Employer agrees that it will not dispose of the grievance solely because of an incorrect citation.

Section 16

Notwithstanding the provisions of Section 11, B. of this article, when the Union files a grievance on behalf of an employee or group of employees, as opposed to an institutional grievance, pertaining to the employment of the employee(s), it may at its option file the grievance in accordance with the Step 1 procedures described in Sections 5 and 6 and may advance through Steps 2 and 3 in accordance with Sections

7 and 8. The procedure described in Section 11 B. is intended for institutional grievances.

Section 17

When a 7114 information request has been made by the Union in connection with a grievance, the timeframes for processing the grievance or for invoking arbitration will be suspended, at the request of the Union and beginning with the day of the Union's request, until five (5) days after the Employer has provided a substantive response to the 7114 request. It is understood that:

- A. The Union may file a separate grievance or charge over the failure to provide the information.
- B. The Union may elect to have the issue of the denial automatically amended to the base grievance as another issue to be resolved.
- C. This provision will not serve to stay Management from taking any action or implementing any decision.

ARTICLE 29

Arbitration

Section 1

Any grievance processed under this Agreement, if unresolved, shall, upon written request by the grieving party, be submitted for arbitration. The request for arbitration must be made within twenty (20) workdays after receipt of the final decision by the National Counsel or, if the Employer fails to issue a timely decision at the last step of the grievance procedure or fails to deliver the decision to the National Counsel, the Union may invoke arbitration without regard to the time limits contained herein and the Employer may not raise lack of timeliness as a bar to arbitration. Otherwise, if a grievance is not appealed within this time limit, there shall be no appeal, unless mutually agreed upon. The Union will keep the Employer timely notified of the address of the appropriate National Counsel addresses.

Section 2

The procedures for the selection of the arbitrators for grievances arising in headquarters, National Hearing Centers, and the regional offices are set forth below. A grievance is defined as arising in headquarters if the grievant's duty station is in the Washington, D.C. metropolitan area or if the grievance is filed solely in the name of the Union.

- A. When arbitration is invoked by the Union for a grievance arising in headquarters or the regional offices the Parties will, within five (5) workdays after invocation, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. These arbitrators will be from the Washington, D.C. metropolitan area for headquarters grievances, or from the local work site metropolitan area or, metropolitan area encompassing the regional office for grievances arising in the regions or National Hearing Centers.
- B. Management and the Union will meet within five (5) workdays after both Parties have received the list to seek agreement on an arbitrator.
- C. If the Parties cannot agree on an arbitrator, Management and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine whether Management or the Union strikes the first name.

Section 3

- A. The arbitrator's fees and expenses, if any, shall be borne equally by the Parties, unless otherwise stated in this Agreement. It is understood that any per diem costs of the arbitrator are governed by applicable rules and regulations. If possible, the arbitration

hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek.

- B. The grievant(s), the grievant's Union representative, and all employees who are called witnesses, and who are on active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify shall be charged to official time. The arbitrator shall have discretion to determine who may testify.
- C. A verbatim transcript of the arbitration proceedings shall be made unless the Parties mutually agree that one is not needed. The cost of the transcript will be shared equally by the Parties.

Section 4

- A. An arbitrator will strive to issue a decision as quickly as possible after the close of the record.
- B. For appeals processed pursuant to this article, the arbitrator shall have no power to add to, subtract from, disregard, alter, and/or modify the terms of this Agreement. His/her award or recommendation shall be limited to the issues(s) presented at arbitration.

Section 5

By mutual agreement, the Parties will arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, exchanging lists of proposed witnesses, or waiving the use of a transcript.

Section 6

- A. The arbitrator shall have the authority to make all arbitrability and/or timeliness and/or grievability determinations. These determinations shall be made prior to addressing the merits of the original grievance to the extent possible.
- B. If the Employer declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include that issue.
- C. This section shall conform with the procedures of Article 28, Section 8, Negotiated Grievance Procedure.

Section 7

Any party appealing an arbitration award to a higher level authority shall pay its costs of that arbitration appeal whether the appeal is successful or not.

Section 8

Where a witness under the control of either Party is requested of and approved by the arbitrator, neither Party will interfere with the appearance of the witness and the Party having control will make a good faith effort to insure that the witness appears.

Section 9

It is agreed and recognized that arbitration provided herein is final and binding on both Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 10

If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

ARTICLE 30

Expedited Arbitration

Section 1

This expedited arbitration procedure is intended to provide prompt and efficient resolution of certain matters. Accordingly, the Parties agree to submit grievances concerning the following matters to arbitration in accordance with the terms of this Agreement:

- A. Suspension of fourteen (14) days or less;
- B. Written reprimands;
- C. Denials of annual, sick, or leave without pay;
- D. Performance appraisals, or career promotion denial;
- E. Any other matter which the Parties, by mutual agreement, may determine;
- F. In no case will a matter be submitted under this procedure which includes allegations of EEO violations.

Section 2

The request for arbitration under this article must be made within five (5) workdays after receipt of the final decision by the National Counsel, or, if no final decision is issued, within five (5) workdays from the date each decision should have been issued. If not appealed within this time limit, the Union will have the option of appealing through the regular arbitration procedure. The Union will keep the Employer timely notified of the address of the appropriate National Counsel.

Section 3

- A. When arbitration is invoked by the Union, the Parties will, within five (5) workdays after invocation, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. These arbitrators will be from the Washington, D.C. metropolitan area for headquarters grievances, or from the local work site metropolitan area or, metropolitan area encompassing the regional office for grievances arising in the regions or National Hearing Centers.
- B. Management and the Union will meet within five (5) workdays after both Parties have received the list to seek agreement on an arbitrator.

- C. If the Parties cannot agree on an arbitrator, Management and the Union will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine whether Management or the Union strikes the first name.
- D. The arbitrator will conduct the hearing within fifteen (15) calendar days after being notified of his/her selection. If the arbitrator is unable to hear this case within this time frame, the next arbitrator on the list will be selected.

Section 4

The following procedures will apply to the arbitration of any dispute under this procedure:

- A. The arbitration hearing shall be held during the regular workhours of the basic workweek at a convenient site arranged by the Employer.
- B. The Parties have the right to issue opening and closing statements, and to present and cross examine witnesses.
- C. Attendance at the hearing will be limited to those determined by the arbitrator to have direct knowledge of the circumstances and factors bearing on the case. The arbitrator may exclude any testimony or evidence which he/she determines irrelevant or unduly repetitious.
- D. Witnesses will normally be present at the hearing only while testifying and should be permitted to testify only in the presence of the aggrieved employee or his/her representative and the Employer's representatives.
- E. The grievant's representative and all employees of the Employer who are called as witnesses, and who are on active duty status, shall be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay. If an employee must be excused from duty, the amount of time to testify will be charged to official time. The arbitrator shall have sole discretion to determine who may testify.
- F. The hearing shall be informal, and strict rules of evidence will not apply. However, all testimony shall be made under oath or affirmation.
- G. Bargaining history testimony may be introduced, as appropriate.
- H. There will be no transcript.

Section 5

- A. The arbitrator will issue a brief written decision within fifteen (15) workdays of the close of the hearing. This decision will be final and binding on both Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.
- B. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, agency policies or regulations. His/her award will be limited to the issues presented at arbitration.
- C. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make such determinations prior to addressing the merits of the original grievance.

Section 6

The arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Parties unless otherwise stated in this Agreement.

Section 7

This article applies to non-preference eligible, excepted-service employees to the extent not prohibited by law and regulation.

ARTICLE 31 Reduction-in-Force

Section 1 Negotiations

The Agency and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function action. In the event of a reduction-in-force and/or transfer of function, the Agency will notify the Union and fulfill its obligation to bargain consistent with 5 U.S.C. 71.

Section 2 Notification to the Union

- A. Written notification shall be made at the earliest possible date but not less than seven (7) calendar days prior to the notice to employees. The notification will include:
1. The reason for the action to be taken;
 2. The approximate number of employees who may be affected initially;
 3. The types of positions anticipated to be affected initially; and
 4. The anticipated effective date that action will be taken.
- B. The Agency shall provide the Union, upon request, with information in accordance with 5 U.S.C. 7114(b)4.

Section 3 Notice to Employees

The Agency will provide a specific notice at least sixty (60) calendar days in advance to individual employees who will be affected by a reduction-in-force action.

ARTICLE 32 Dues Withholding

Section 1

This article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations. This article covers all eligible employees:

- A. who are members in good standing in the Union;
- B. who have voluntarily completed Standard Form 1187 (SF-1187), Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
- C. who receive compensation sufficient to cover the total amount of the allotment.

Section 2

The Union agrees to:

- A. Inform and educate employee members of the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.
- B. Purchase and distribute to employee members SF-1187s.
- C. Complete Section A of SF-1187 and keep the Agency informed of any changes in this information:
 - 1. Forward properly executed and certified SF-1187 to LRO on a timely basis (signed and dated by an authorized official).
 - 2. Inform the LRO of the name of any particular employee who has been expelled or ceases to be a member in good standing in the Union within fifteen (15) days of the date of receipt of final determination.
 - 3. Inform the LRO of any change in the schedule of membership dues.
 - 4. The Union President will provide in writing the Agency with the name and title of the Union official(s) authorized to complete Section A of the complete SF-1187, and will inform the LRO, in writing, when such official(s) are changed.

Section 3

The Employer agrees:

- A. To deduct and process voluntary allotments of dues in accordance with this Agreement.
- B. To withhold authorized dues on a biweekly basis at no cost to the Union or the employee.
- C. To process a properly certified SF-1187 within the pay period of its receipt.
- D. To notify the employee and the Union when an employee is not eligible to enroll in the automatic dues withholding program because he/she is not included under the recognition in the appropriate, exclusively recognized unit on which the Agreement is based.
- E. To withhold new amounts of dues upon certification from the NTEU National president so long as the amount has not been changed during the past twelve (12) months.
- F. To prepare remittances and reports as follows:
 - 1. Transmit to the Union the total amount deducted for all employees and total amount remitted to the Union.
 - 2. Submit electronic remittance(s) to the National Treasury Employees Union.
 - 3. Provide the person designated in F.2 with a dues withholding report as produced by the Agency.

Section 4

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

- A. ACTION: Starting dues
EFFECTIVE DATE: Beginning the first full pay period withholding period after the date of acceptance.
- B. ACTION: Change in the formula for dues withholding
EFFECTIVE DATE: Beginning of first full pay period designated by the Union's National Office (the formula shall be provided to the Employer a minimum of thirty (30) days prior to the effective date of change).
- C. ACTION: Termination due to loss of membership

EFFECTIVE DATE: Beginning the first pay period following loss of recognition in good standing

D. ACTION: Termination due to loss of recognition upon which allotment was based
EFFECTIVE DATE: Beginning of first full pay period following loss of recognition

E. ACTION: Termination due to separation, transfer, or reassignment
EFFECTIVE DATE: If action is effective on first full day of pay period, termination allotment will be at the end of preceding pay period or after receipt of notification.

If action is effective on other than first day of pay period, termination of allotment will automatically be at the end of such pay period.

Section 5

A report will be provided to the Union with the following information:

- A. The employees' names in alphabetical order by last name;
- B. Amount withheld;
- C. Separated employees;
- D. Terminations for reasons other than separation;
- E. New allotments;
- F. Revocations of employees' dues withholding;
- G. No deductions because the employees' compensation was insufficient to permit a deduction; and
- H. Automatic pay adjustment.

Section 6

Revocation by Employee

It is the responsibility of the employee to notify the Agency, in writing, when the employee is reassigned, promoted, or transferred out of the bargaining unit. Requests for revocation of dues allotments may be submitted at any time. An employee must be given the opportunity to revoke his/her authorization for dues withholding at least once every twelve (12) months. All requests received prior to September 1 will be effective on the first full pay period on or after September 1.

Requests received after September 1 will be held until the following September 1.

To effect a revocation, an employee must submit a properly completed SF-1188 or a written request containing the employee's name, social security number, timekeeper number, and work location to the Agency.

ARTICLE 33
Negotiations

Section 1

- A. The Union recognizes that the Employer has the right to exercise its management rights as set forth in the Civil Service Reform Act and this Agreement and, in accordance with applicable law, rule, regulation, and this Agreement, to initiate changes in operational and administrative procedures and programs when the Employer determines it is in the interest of the Employer to do so.
- B. The Employer recognizes that the Union, in accordance with law, has the right to:
 - 1. Receive timely advance notice of any changes in the conditions of bargaining unit employees' employment.
 - 2. Bargain over the full range of statutory issues associated with the exercise of any management rights.
- C. The Union and the Employer agree that it is in the interest of the Parties to expeditiously resolve bargaining issues.
- D. The duties of the Parties to negotiate in good faith under this article shall include the obligation to:
 - 1. Approach negotiations with a sincere resolve to reach agreement;
 - 2. Be represented by duly authorized representatives prepared to discuss and negotiate on the subjects authorized by this article;
 - 3. Meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
 - 4. In the case of the Employer, to furnish to the Union, upon request, and, to the extent not prohibited by law, data:
 - a. Which is normally maintained by the Employer in the regular course of business;
 - b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 - c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining; and

5. If agreement is reached, to execute on the request of any Party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

- E. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by appropriate authority (except the Agency head) after the effective date of this Agreement, either Party may reopen the specifically affected sections as well as issues clearly and unmistakably bargained away as part of any agreement on the now invalid terms, where one (1) or both Parties have not formally pursued enforcement of the provision.
- F. Should a provision of any agreement negotiated pursuant to this article be rendered invalid by the Agency head after the effective date of this Agreement, either Party at its option may request reopening negotiations on the disapproved provision(s), and/or the Union may repudiate the agreement or any part thereof and request reopening negotiations on any of the repudiated provisions.

Section 2

The Employer agrees not to unilaterally establish or change any personnel policy, practice, or condition of employment which terminates or conflicts with specific terms or conditions of this Agreement.

- A. However, mandatory amendments may be required after the effective date of this Agreement because of new laws, changes to existing laws, Executive Orders or regulations of government-wide authorities.
- B. In such an event, the Parties shall meet within fifteen (15) workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the Agreement required to bring this Agreement into conformity with the changes in laws, Executive Orders or regulations of government-wide authorities.
- C. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Where they cannot agree, these negotiations will be conducted in accordance with the ground rules described below for normal mid-contract negotiations. Amendments resulting from these negotiations shall be effective upon signing by the Parties.

Section 3

- A. The Employer shall provide the Union with reasonable advance notice, (but normally not less than two (2) weeks), of intended changes in terms and conditions of bargaining unit member's employment prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. 71 . The Union will have two (2) weeks in which to invoke its right to negotiate over the requested change

by submitting written proposals. The parties may mutually agree to waive the above constraints. The notice will include the following:

1. A description of the desired change,
 2. An explanation of how this change will be implemented,
 3. An explanation of why the proposed change is necessary.
- B. The Union agrees that the Employer has the right to implement necessary changes in personnel policies, procedures, and practices affecting the terms and conditions of employment after notice and an opportunity to negotiate have been afforded to the Union, and prior to impasse, where implementation is required to meet an exigency such as statutory deadlines, court ordered time limits, etc. In such circumstances the Parties may mutually agree to continue negotiations on a post-implementation basis.
- C. The Employer will provide notice of employer-initiated changes to the President of the NTEU Chapter or his/her designee(s). The notice will designate the Employer's representative.

Section 4

- A. The Parties agree that proposed changes which apply on a nationwide, multi-regional, or multi-hearing center basis shall be negotiated at the ODAR Headquarters level.
- B. Proposed changes which will be implemented in hearing offices in more than one (1) region made pursuant to a national or multi-regional initiative that require variation in the changes to meet the needs of each individual hearing office will be negotiated at the appropriate regional office(s).
- C. Proposed changes which apply at more than one (1) hearing office within a region will be negotiated at the regional office level.
- D. Proposed changes which apply to one (1) hearing office or National Hearing Center will be negotiated at that location.
- E. The Employer and the Union can agree to conduct negotiations at any mutually agreeable site.

Section 5

Where negotiating meetings are required, the meeting will be conducted as follows:

- A. Negotiations will take place at a site provided by the Employer.

- B. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place. When feasible, the Employer shall make shift adjustments for union representatives to accommodate the bargaining process.
- C. An employee representing the Union under this article shall be authorized official time for such purposes during the time the employee otherwise would be in a duty status. The bargaining teams shall be limited to two (2) members for each Party unless the Parties mutually agree otherwise. The number of employees for whom official time is authorized under this section shall not exceed the number of individuals designated as representing the Employer for such purposes.
- D. The Parties agree that consistent with the opportunity for full discussions of proposals, every reasonable effort will be made to avoid travel and per diem costs by using such alternative methods as conference calls, where there is mutual consent to do so. In situations where travel is required, the Union Representatives on official time shall be reimbursed for travel and per diem by the Employer for a period not to exceed three (3) days plus the time necessary to travel to and from the negotiating site.
- E. The Employer will provide the Union Negotiating Team with customary and routine services such as office supplies, access to personal computer, telephone, FAX, and photocopy equipment.
- F. Negotiations will commence on a mutually agreeable date. Absent such mutual agreement, negotiations will commence on the twentieth (20th) day after the Employer received the Union's proposals (if a workday, otherwise the next succeeding workday).

Section 6

Upon certification of an impasse between the Parties in connection with mid-contract negotiations, either Party can appeal to the Federal Service Impasses Panel.

Section 7

- A. Except as provided in Sub-section B. below, a mid-term agreement shall be viewed by the Parties as amendments to the Agreement. It shall be effective upon signing, unless otherwise specified, subject to the review of the Agency pursuant to 5 U.S.C. 7114(c).
- B. Any agreement applicable to a single work site or a single region shall be in the form of a memorandum of understanding. Copies of each approved memorandum of understanding shall be filed with the Chapter President, and the Associate Commissioner, Office of Labor Management and Employee Relations (OLMER), and shall be viewed by the Parties as supplements, rather than amendments, to the

Agreement. Accordingly, they shall not necessarily run for a term concurrent with that of the Agreement, but instead may be for whatever duration is appropriate under the circumstances of the change, but not beyond the term of this Agreement except as mutually agreed by the Parties.

ARTICLE 34 Duration and Termination

Section 1 General

This Agreement shall become effective following ratification by the Union and approval by the Agency pursuant to 5 U. S. C. 7114.

Section 2 Duration

This Agreement shall remain in effect for a period of four (4) years from its effective date and automatically renew itself from year to year thereafter. However either party may give written or electronic notice of its intent to add, amend, reopen, modify, or terminate existing Articles of the Agreement at least ninety (90) calendar days, but not more than one hundred twenty (120) calendar days prior to the expiration date. Such notice must be accompanied by a list of the Articles that either party intends to add, amend, reopen, modify, or terminate.

Section 3 Reopening

Either party may reopen up to two Articles during the term of this Agreement. In addition, either party may request to reopen Article 21, Performance, one time after the conclusion of the FY15 appraisal period. All reopener negotiations will be conducted in accordance with Article 33, Negotiations.

Section 4 Declaration of Invalid Provisions

In the event that any provisions of this Agreement shall at any time be found or declared to be invalid by a court of competent jurisdiction, or through any government regulation or decree, such decision shall not invalidate the entire Agreement, since it is the expressed intention of the parties that all provisions not found or declared to be invalid shall be in full force and effect for the duration of this Agreement.

ARTICLE 35 Office Space

Section 1

The Employer will provide employees with appropriate space necessary for the efficient performance of their required duties. The Employer will not change employee working conditions regarding space without appropriate notice to the Union and discharging its bargaining obligation. If NTEU requests to bargain an Employer proposed change(s) regarding space, the Employer recognizes that NTEU has not waived its right to present proposals consistent with the Space Allocation Standards in effect as of the effective date of this National Agreement.

Section 2

An ergonomic chair will be made available to employees.

Section 3

Each office space shall include suitable equipment necessary for the performance of the work of the employee such as desks, tables, bookcases, and appropriate equipment. Each employee shall also be provided with individual telephone access.

Section 4

In the event a hearing office which has free on-site or on-street parking readily accessible to employees, relocates to a site that does not have readily accessible free on-site or on-street parking, the Employer will make a reasonable effort to negotiate a discounted parking rate with a nearby parking facility.

Section 5

- A. The Employer shall notify the Chapter President or designee in a timely manner of each of the following events:
1. A request for office space or solicitation for offers to GSA for the purpose of identifying prospective office space;
 2. Any site survey or office space visit in connection with an office relocation;
 3. When a lease is signed; and
 4. When a floor plan is submitted to GSA.

ARTICLE 36
Transportation Subsidies

The Agency will continue to provide a public transportation subsidy program for bargaining unit employees. If the Agency proposes to suspend the subsidy program or reduce the monthly reimbursement amount, and there is a duty to bargain under law, the Agency will provide NTEU with notice and the opportunity to bargain.

In the event the Agency increases the transit subsidy for another bargaining unit, the Agency shall likewise increase the subsidy for NTEU represented employees.

All employees are eligible to apply for a transportation subsidy from the Agency. Employees eligible to participate in the agency transportation subsidy program, which will be in accordance with government-wide rules and regulations, may receive a subsidy not to exceed the amount of their actual monthly commuting expenses, up to the maximum amount authorized by the Agency.

INDEX

7B Extension File, 32, 87, 88, 89, 90, 91,
93

Access to Information, 32

ADS (Alternative Duty Station), 18, 52,
57, 58, 59, 60

Advanced Annual Leave, 45

Advanced Sick Leave, 45

Adverse Actions, 9, 27, 29, 33, 115,
117, 121

Agency Owned IT Equipment, 60

Air Quality, 108

Alignment Statement, 86, 88

Alternate Duty Station (ADS), 18, 53,
57, 58, 59, 60

Annual Leave, 42, 43, 44, 45, 47

Annual Performance Appraisal, 89

Appointment, 9, 10, 28, 75, 121

Appraisal Cycle, 86

Appraisal Period, 86, 88

Arbitration, 94, 101, 103, 113, 118, 119,
121, 124, 125, 128

Areas of Consideration, 78

Awards, 10, 98, 99, 100

Types of Awards, 99

Bar Examination, 50

Benefits, 10, 11, 108, 109

Bereavement Leave, 48

Blood/Platelet Donation, 49

Bone Marrow or Organ Donation, 50

Bulletin Board, 24

Call Backs, 58

Career Development Programs, 73

Career Ladder Advancement, 73

Career Ladder Positions, 73

Classification Appeal, 30

Classification Standards, 30

CLE (Continuing Legal Education), 50

Compensatory Time, 38, 39, 40, 43, 46,
48

Competitive Procedures, 74

Complaint, 13, 120

Considerations In Assessing
Performance, 90

Continuing Legal Education (CLE), 50

Core Day(s), 54

Core Hours, 34

Court Leave, 47

Credit Hours, 35, 36, 37, 38, 41, 43, 49

Critical Element, 85

Designation, 17

Details, 69, 74

Disciplinary Action, 9, 33, 61, 111, 112,
113

Mitigating or Aggravating
Circumstances, 115

Discussion, 16, 86, 87, 88, 89, 91, 139

Dispute Resolution, 18

Dues Withholding, 135

Duration and Termination of
Contract, 144

ECSA (Exemplary Contribution or
Service Awards), 98, 99, 100

Element Average, 86

Eligibility Requirements - Awards, 99

Emergency Situations, 48

Emergency Suspension, 117

Employee Applications, 79

Employee Conduct at the ADS, 60

Employee Disability Dompensation, 109

Employee Orientation, 5

Employee Reassignment Requests, 70

Employee Rights, 6

Notice:Concerning an Action Involving
an Employee, 8

Right to Union Representation, 7

Environment and Security, 59

Episodic Basis, 56

Episodic Telework, 54

Equal Employment Opportunity, 13, 14,
15, 16

Erroneous Payment of Pay or
Allowances, 11

Evaluation Criteria and BQL
Determinations, 80, 81

Exclusions, 18

Excused Absence, 48

Exemplary Contribution or Service
Awards (ECSA), 98, 99, 100

Expectation Discussions, 87

Expedited Arbitration, 124, 131

Facilities and Services, 23

Federal Tort Claims, 59

Fitness for Duty Examination, 9

Flex In/Out, 36

Flexible 4/10 Schedule, 35, 38

Flexible 5/4-9 Schedule, 34, 34, 36, 38

Flexible Time Bands, 34

Flexible Work Schedules (FWS), 34

Flextime, 34, 49

Formal Discussion, 16, 89

Formal Performance Discussion, 89

FWS (Flexible Work Schedules), 34

Grievance, 13, 14, 16, 31, 106, 113,
120, 121, 122, 124

Hardship, 26

Hardship Reassignments, 71

Hazardous Conditions, 106

Health and Safety, 106

Holidays, 39

Home Inspections, 60

Hours of Work, 34

Inclement Weather, 49

Individual Announcements, 79

Information Request, 127

Institutional Grievance, 125

Interviews, 51

Investigatory Interview (Weingarten
Rights), 7, 111, 116

Involuntary Reassignment, 27

Job-related Illness or Injury, 108, 109
Job-sharing, 26
Labor-Management Relations (LMR),
15, 18, 22
Leave, 42
Leave for Maternity, Paternity, and
Adoption, 47
Leave Without Pay (LWOP), 49, 51
Letters of Reprimand, 114
LWOP (Leave Without Pay), 49, 51
Management Rights, 4
Merit Promotion, 73
Merit Promotion Principles, 73
Merit Systems Protection Board
(MSPB), 11, 13, 14, 18, 94, 118
Mid-Term, 18
Military Leave, 46
Monetary Awards, 98
Monitoring Performance and
Communications, 88
MSPB (Merit Systems Protection Board),
11, 13, 14, 18, 94, 118
National Hearing Centers, 34, 128
Negotiations, 18, 134, 139
New Hires, 86
Non Portable Work, 54
Noncompetitive Actions, 75
ODS (Official Duty Station), 53, 54, 57
Off-duty Misconduct, 117
Office Space, 145
Official Duty Station (ODS), 53, 54, 57
Official Personnel Folder, 32
Official Time, 17, 18, 19, 20
Open-Continuous Announcements, 79
Opportunity to Perform Successfully
(OPS), 18, 54, 72, 92, 93
OPS (Opportunity to Perform
Successfully), 18, 54, 72, 92, 93
Optional Employee Self-Assessment,
89, 90
Oral Reply, 112, 113, 117
Other Duties as Assigned, 30
Outside Employment, 12
OUTTS, 20, 21
Overtime, 35, 38
Part-time Employee, 37
Part-Time Employment, 26
Pay, 10, 48, 51, 108, 117, 137
Performance, 18, 54, 85
Performance Assessment and
Communication System (PACS), 85
PACS Provisions for New Hires and
Trainees, 95
Performance Assistance (PA), 18, 54,
72, 91
Performance Elements, 85
Performance Evaluation, 9, 10
Performance Plan, 86
Performance Standard, 85
Performance-Based Actions, 93

Personally Identifiable Information, 53,
59, 63
Personnel Action, 9, 10, 11
Personnel Records, 28, 29, 32, 33
Political Activity, 10
Portable Work, 54
Position Classification, 30
Position Descriptions, 30
Precedence and Effect, 3
Priority Consideration, 83
Privacy Act, 32, 33, 59, 60, 63, 97, 112,
116
Probationary, 28, 99
Probationary Employee, 28, 54, 74, 87,
95, 96, 115, 19, 121
Professional Employees, 6
Progress Review, 86
Progressive Discipline, 111, 115
Prohibited Personnel Practices, 9
Promotion, 9, 10, 74, 75, 76, 100
Rating of Record, 86
Reassignment, 9, 70
Reassignment Registers, 70
Recognition and Coverage, 2
Recognition of Contribution Awards
(ROC), 99
Record Maintenance, 33
Reduction in Grade, 93, 115, 121
Reduction in Pay, 115
Reduction-in-Force, 26, 27, 134
Reemployment, 9
Reinstatement, 9, 75
Religious Compensatory Time, 43, 48
Religious Leave, 48
Removal, 111, 115, 121
Replacement Time, 58
Resignation, 9, 28, 29
Restoration, 9
Revocation of Dues, 137
Safety Hazard, 106
Saturday Overtime, 37
Scheduled Telework, 54
Selection, 69, 77, 82
Shared Work Space, 55
Sick Leave, 43, 44
SIDEBAR to Article 17 Telework, 68
SIDEBAR to Article 22 Awards, 101
Smoking, 110
Special Counsel, 11
Split Days, 57
Staff Coverage, 56
Suspension, 56, 58, 66, 111, 112, 113,
115, 121
Systems of Records, 33
Telecenter, 53
Telephone Directory, 24
Telephones, 57
Telework, 53, 56, 59
Telework Procedures, 55
Telework Program Agreement, 53, 54,
55, 56, 59

TELEWORK PROGRAM AGREEMENT (Exhibit), 62	Union Access to Employer Space, 23
Telework Program Request, 54, 56	Union Literature, 24
TELEWORK PROGRAM REQUEST & SAFETY SELF- CERTIFICATION (Exhibit), 65	Union Office Space, 23
Telework Suspensions, 58	Union Officials, 24
Temporary Employees, 28, 29	Union Representative, 7, 16, 24
Temporary Limited Appointment, 28	Union Review of Competitive Actions, 82
Temporary Promotions, 84	Union Rights, 16
Term Appointment, 28	Union Sponsored Training, 17
Term Negotiations, 18	Vacancy Announcements, 77
Termination from the Telework Program, 60	Voluntary Leave Transfer Program, 47
Timekeeping Procedures, 38	Voluntary Resignation, 29
Trainees, 86	Voting, 49
Training, 10, 17, 22, 74, 85, 105	Waiver of Overpayment, 12
Transfer, 9, 75	Water Quality, 108
Transportation Subsidies, 146	Weingarten Rights (Investigatory Interviews), 7, 111, 116
Travel and Per Diem Expenses, 142	WIGI (Within-Grade Increase), 85, 92, 93, 94, 102, 104
Travel Compensatory Time, 43	Within-Grade Increase (WIGI), 85, 92, 93, 94, 102, 104
Trial Employee, 28	Workers' Compensation, 59
Unanticipated Use of Leave, 44, 45	Written Presentation, 113, 117, 122
Unfair Labor Practice Charge, 16	Written Reply, 112
Unfair Labor Practices, 16	