

Basic Labor-Management Agreement Between the Corporation for National and Community Service and the Corporation for National and Community Service Employees Union



Corporation for National and Community Service

American Federation of State, County
and Municipal Employees
Local 2027

2005

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ARTICLE I

PARTIES TO THE AGREEMENT AND DEFINITION OF THE UNIT

SECTION A. This Agreement is made and entered into between the Corporation for National and Community Service, hereinafter referred to as the Corporation, and Local 2027, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, with respect to the unit as defined in Section C, below, or as may be amended by the Federal Labor Relations Authority (FLRA). Management and the Union shall collectively be referred to as the Parties.

SECTION B. Management hereby recognizes that the Union is the exclusive representative of all employees in the unit and the Union recognizes the responsibilities of representing the interest of all such employees, without regard to Union membership, with respect to grievances, personnel policies, practices, or other matters affecting their working conditions.

SECTION C. The Federal Labor Relations Authority (FLRA) certified the Union on March 23, 1979, as the exclusive representative of all non-professional employees including part-time and intermittent employees who work more than 90 days. Excluded from the unit are summer and student aides, supervisors, management officials, confidential employees, employees of the Office of the Inspector General engaged in work involving the investigation of staff, professionals and employees engaged in federal personnel work or the administration of Title VII of the Civil Service Reform Act (CSRA) in other than purely clerical capacity. Experts and consultants are also excluded from the bargaining unit.

SECTION D. This Agreement covers only those employees included in the bargaining unit. New employees will be advised, in writing, of their entry into the bargaining unit by a Standard Form 50 statement in the remarks section: "This position is in the bargaining unit."

SECTION E. The Parties agree that public trust demands the highest standards of employee conduct. Further, the Corporation will continue to invest in those systems and progressive practices that improve individual and organizational performance. By law, labor organizations and collective bargaining in the civil service are in the public interest.

ARTICLE 2

MANAGEMENT AND UNION RIGHTS AND RESPONSIBILITIES

SECTION A. The Parties retain all rights granted under 5 USC Chapter 71, except as specifically provided within this Agreement.

SECTION B. Management shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, carrying out other functions proper under this Agreement or 5 USC Chapter 71, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

SECTION C. The Parties agree to provide notice in writing at least seven (7) calendar days in advance of the filing of any unfair labor practice allegation with the FLRA. The purpose of the notification is to provide the Parties an opportunity to reach a resolution of the matter.

SECTION D. Management agrees to notify the Union, in writing, before placing Union representatives on special assignments and/or details of more than five (5) consecutive work days and agrees to meet with the Union, if necessary, to discuss the matter. Such notification will be sufficiently in advance of the proposed action so as to not inconvenience either the Union representative or Management. Except in emergency situations, Management agrees to postpone the proposed action or substitute a different employee, at the Union's request, if the original employee is involved in an ongoing representational function which cannot be practically assumed by another Union official.

SECTION E. The Union shall be given copies of any new directives or modifications to existing directives a minimum of five (5) work days in advance of the distribution to employees. When the Corporation proposes changes to existing personnel policies, practices, and working conditions of bargaining unit members, including those within individual offices, a copy of any law, rule, or regulation necessitating the change, will be provided to the Union.

SECTION F. The Union agrees that it has primary responsibility for educating bargaining unit members about the availability of Union assistance. The Union will be invited to attend, and given an opportunity to speak, at every Corporation-sponsored "formal discussion" concerning conditions of employment attended by ten (10) or more bargaining unit employees. The Union will be invited to present at New Employee Orientations (NEO).

SECTION G. The Union President or his/her designee(s) are responsible for implementing Union obligations of the Agreement. The Chief Executive Officer of the Corporation or his/her designee(s) will be responsible for implementing Management obligations of this Agreement.

SECTION H. Upon request, and in a timely manner, the Corporation agrees to provide the Union with all information required under 5 USC § 7114 for representational and collective bargaining purposes.

SECTION I. Managers, supervisors, employees, and Union officials have the right to be treated with dignity and respect. They shall not have to tolerate harassment, abusive language, intimidation, discrimination, or reprisal for engaging in protected activity.

SECTION J. Although the Union is the exclusive bargaining representative, Management retains the right to communicate with religious, social, fraternal, professional, commercial, or other associations not qualified as labor organizations with respect to matters of policies involving individual members of such groups.

SECTION K. Management will make all reasonable attempts to provide equipment that works properly. When equipment malfunctions, that condition will be considered in evaluating employee performance.

SECTION L. Management will participate in the commuter subsidy program and will subsidize eligible employees the maximum amount allowed by law. Management will process any increases within thirty (30) calendar days from the date the increase is made known to the Corporation.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION A. Employees shall enjoy the protection of the rights afforded under the Constitution of the United States. Employees and supervisors have the right to be treated with dignity and respect. No employee or supervisor shall have to tolerate harassment (including sexual harassment), abusive language or conduct, intimidation, discrimination, or reprisal.

SECTION B. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in federal law, rule, or regulation, the right to assist a labor organization extends to participation in the management of the organization in the capacity of an organizational representative. This includes presentation of its views regarding any work-related matter to Management and other officials of the Executive Branch, the Congress, and other appropriate authority. Management shall take the action required to assure that employees are apprised of their rights and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the Union.

This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization by a supervisor or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee. Union officials who assume a position outside the bargaining unit shall cease participation in the management or policymaking of the Union. However, this does not preclude continued active membership in the Union.

SECTION C. Except as provided by federal laws, rules, and regulations, employees are accountable only for duties properly assigned and appropriate to the position. Within this context, Management affirms the right of employees to conduct their personal lives as they wish. The conduct of employees off the job shall not be a concern of Management unless it can be demonstrated that there is a direct relationship between the employee's conduct and the efficiency of the service or a violation of federal law, rule, or regulation.

SECTION D. Except as provided by federal laws, rules, and regulations, employees have the right to form, join, and assist any group or organization without fear of penalty or reprisal from the Corporation.

SECTION E. The Corporation will not require or pressure employees to invest or donate their time or money to activities, meetings, or undertakings not related to the performance of official duties to which the employee is assigned or may be assigned.

SECTION F. Information concerning an employee which arises from civil litigation or a civil action may be privileged information. Access to such information is restricted to those Corporation officials involved in reviewing, processing, or effecting any personnel actions that may be related to that information. With regard to matters within the discretion of the Corporation, Management agrees it will not be concerned with disputes over alleged financial obligations when the government is not a Party and no court order is involved.

SECTION G. The Parties agree that employees will not be required to disclose their race, religion, national origin, or political affiliation except as provided for by federal law, rule, or regulation. Further, the Parties agree that employees will not be required to disclose information pertaining to themselves with regard to any other non-merit factors (e.g., sexual orientation or preference, gender identity, parental or marital status, and Union affiliation) except as required by federal law, rule, or regulation.

SECTION H. The Parties agree to encourage employees to present their work-related problems and concerns directly to the lowest level supervisor. However, the Parties also agree that an employee has the right to communicate freely with the following offices or individuals (in no particular order numbered below) and that these offices and/or individuals will be available for a time period reasonable for such communications:

1. Office of Human Capital
2. EEO Counselors
3. EAP Coordinators
4. Second line supervisors
5. Union representatives
6. Office of the Inspector General
7. Alternative Dispute Resolution (ADR) Representatives
8. Chief Operating Officer (or equivalent)

After notifying their supervisor, employees may contact the above and, in no case, will they be required to disclose their reasons for communicating with these offices or individuals. Employees have the responsibility to exercise this right judiciously.

SECTION I. Employee personnel records will be maintained as follows:

1. The Official Personnel Folder (OPF) prescribed by the Office of Personnel Management (OPM) is the official source of factual data about the employee's employment history. It is used primarily by the Office of Human Capital in screening qualifications, determining status, computing length of service, and for other information needed in providing personnel services. OPFs may be reviewed by, or be used to furnish information to supervisors and officials whose duties require access to the personnel file. Upon request, employees will be informed of the names of officials or individuals outside of the Office

of Human Capital who review their OPF. Maintenance of personnel information by supervisors is prescribed by OPM rules and regulations.

2. The Employee Performance File (EPF) is the official repository of employee performance ratings of records. The EPF is separate and distinct from the OPF. EPFs are maintained by the Office of Human Capital and are accessible to employees and agency officials under the same requirements as OPFs.
3. Inspections by authorized officials from outside the Corporation of OPFs, EPFs, and other name-retrievable files kept in a system of records must be limited to information relevant to their specific inquiry. The Corporation will record the official's name, organization, date, and reason for inspection unless contrary to federal laws, rules, and regulations. Affected employees will be notified in writing by the Office of Human Capital of all inspections except where prohibited by federal laws, rules, or regulations.
4. Each employee or designated representative who has been so authorized in writing by the employee shall, upon request, have access to review or photocopy any document in the OPF. Employees stationed outside of headquarters can request a copy of their OPF and/or EPF from the Office of Human Capital. The Office of Human Capital will provide to the employee or designated representative the requested OPF/EPF via overnight mail within ten (10) workdays of receipt of request.
5. Employees have the opportunity to refute unfavorable information and to have the rebuttal filed in the OPF. It is further agreed that any document in the OPF and/or EPF cannot be used as a basis for a disciplinary action without it first being disclosed to the employee. No derogatory material of any nature which might reflect adversely upon an employee's character or government career will be retained in retrievable records as defined in 5 USC § 552(a) without the employee having the opportunity to make a written acknowledgement and/or rebuttal.
6. Employees are responsible for maintaining their OPF and for updating their personal qualifications on a regular basis.
7. Unproven or unfounded complaints and charges will not, under any circumstances, be considered a factor in connection with any personnel action, such as a promotion. Unproven or unfounded derogatory material will be destroyed.

No material prepared as a result of an official reprimand will be kept in an employee's OPF for longer than one year. After one year the reprimand shall not, in and of itself, serve as a basis for any future disciplinary action. In no case will it be considered a factor for promotion or similar type actions after removal from the OPF.

SECTION J. Employee's assignments will be made within reasonable bounds, consistent with grade level and PD. All supervisory functions and responsibilities, e.g., assigning work, granting leave, signing timesheets, evaluating performance, shall be carried out through the supervisor established in the employee's PD or through other properly designated supervisors. Employees will be informed in writing of any such designated supervisor, who is outside the normal chain of command. Employees designated as "team leaders" may assist with the assignment of work as directed by the supervisor but are not supervisors and may not perform supervisory functions such as granting leave, signing timesheets or evaluating performance.

Experts and consultants, by law, cannot exercise supervisory authority over bargaining unit employees. Further, the Corporation agrees that the job requirements of experts and consultants, as they relate to bargaining unit employees, will be conveyed to employees through their supervisors.

SECTION K. The Corporation agrees to pay membership dues in professional associations whenever an employee is required to join such organizations in connection with official duties. Such memberships must be approved by an appropriate level of Management and be in the name of the Corporation. The Corporation also agrees to pay the travel and per diem expenses of employees directed to attend meetings of such organizations.

SECTION L. The Parties agree that employees are entitled to correct pay on a timely basis. To this end, the Parties agree that employees will receive their pay through the most reliable method available — Direct Deposit/Electronic Funds Transfer — to the financial institution of the employee's choice.

Employees who may choose to receive checks by mail are:

- (1) temporary employees;
- (2) student aides;
- (3) employees who receive checks by mail on the effective date of this contract; and
- (4) employees who demonstrate in writing that direct deposit would impose an exceptional financial hardship.

Management will provide forms and instructions to employees to facilitate payment as needed. When a payroll salary check is not issued because of administrative error or delay in processing necessary documents, Management will expedite issuing the employee a replacement check using the procedures established by the personnel/payroll contractor.

SECTION M. Management agrees to notify employees of their right to request a waiver of any overpayment received in good faith. Notification in writing will occur at the time the employee is advised of the overpayment and Management further agrees to provide technical assistance in filing the waiver. If the employee files a request for waiver within forty-five (45) calendar days, Management, consistent with federal laws, rules, and regulations, will stay collection pending a final decision.

SECTION N. The Parties agree employees have the right to register and to vote in all local, state, and national elections.

SECTION O. In accordance with federal laws, rules, and regulations, employees have the right to comment on the operation and policy of the Corporation and the government without fear of restraint or retaliation.

SECTION P. Pursuant to the provisions of 5 USC § 5596(b) and in accordance with the criteria and standards established under 5 USC § 7701(g), appropriate judicial or administrative case law, or government-wide regulations, the employee may be awarded reasonable attorney fees by a third party.

SECTION Q. Employees will be subject to drug testing in accordance with applicable laws, rules, regulations, and the Constitution of the United States.

SECTION R. Office equipment and furniture will be set up in accordance with manufacturer specifications and applicable safety standards.

When an employee reasonably believes he or she is in imminent risk of death or serious bodily harm from a work assignment and does not have sufficient time to seek redress through normal abatement procedures, he/she may properly decline to perform the assignment.

ARTICLE 4

PROHIBITED PERSONNEL PRACTICES

SECTION A. The Parties acknowledge that it is a prohibited personnel practice for any employee who has authority to take, direct others to take, recommend, or approve any personnel action to engage in any of the following:

1. Discriminating based on race, color, religion, sex or gender, age, national origin, physical or mental disability, sexual orientation, marital or parental status, or political affiliations;
2. Soliciting or considering employment recommendations not based on personal knowledge or records of the individual's work performance, ability, aptitude, general qualifications, suitability, character, or loyalty;
3. Coercing the political activity of any person;
4. Deceiving or willfully obstructing anyone competing for employment;
5. Influencing anyone to withdraw from competition for any position, whether to help or hurt anyone else's employment prospects;
6. Giving unauthorized preferential treatment to any employee or applicant;
7. Taking specified personnel actions based on nepotism;
8. Taking or failing to take, or threatening to take or fail to take, a personnel action with respect to any employee or applicant for employment because any protected disclosure of information, to parties specified under 5 U.S.C. § 2302(b)(8), of information evidencing specified kinds of governmental wrongdoing — that is, whistleblowing;
9. Taking or failing to take, or threatening to take or fail to take, any personnel action because of exercising an appeal right; testifying or lawfully assisting any individual in the exercise of any appeal right; cooperating with and disclosing information to the Inspector General of an agency or the Special Counsel; or refusing to obey an order that would require the individual to violate a law;
10. Discriminating on the basis of personal conduct that does not adversely affect the performance of any employee or applicant or the performance of others, except in case of criminal conviction for the conduct; and

11. Taking or failing to take any other personnel action if that would violate any law, rule, or regulation implementing or directly concerning the merit system's principles.

SECTION B. Employees who believe they have been discriminated against for any of the reasons cited in Section A may elect to file either (1) a complaint under the negotiated grievance procedure, or (2) a complaint with the United States Office of Special Counsel under statutory and regulatory procedures.

ARTICLE 5

HOURS OF WORK

SECTION A. INTRODUCTION.

The Corporation has a flexible work schedule policy which enables employees to vary their starting and quitting times, earn credit hours and use credit hours in lieu of leave. Each employee must certify a timesheet reflecting the number of hours worked, leave taken, and overtime, compensatory time, or credit hours earned.

Supervisors have the responsibility of ensuring that the mission and goals of the Corporation are accomplished. To this end they have a responsibility to balance the needs of the Corporation with those of the employee. Supervisors should discuss and review employee requests for work schedules on an annual basis or as needed. Unless adverse impacts on the work of the unit are anticipated, supervisors should accommodate employee requests. Reasons for disapproving requested schedules are discussed within this article.

SECTION B. DUTY HOURS.

1. The hours employees may schedule regular shifts are between 6:30 a.m. and 9:00 p.m., Monday through Friday. Core hours (hours that must be part of the daily schedule) are from 9:30 a.m. to 4:00 p.m. Public service hours are from 8:30 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Federal holidays).
2. If a serious inconvenience or hardship exists or develops for an employee regarding the requirement to be present between 9:30 and 10:00 a.m. and/or 2:30 p.m. and 4:00 p.m., a supervisor may allow the employee to modify his or her schedule to permit a deviation from these hours.
3. Schedules may allow for different starting and ending times each day and more or less than eight hours of work each day. Schedules reflect the basic 80-hour requirement per pay period and do not reflect requests to earn or use credit hours or leave.

SECTION C. CREDIT HOURS.

1. Definition: Additional hours an employee elects to work with supervisory approval in order to take time off at a later date without charge to leave. Credit hours were created by law to allow employees a degree of flexibility when their work is performed. Credit hours are earned in half hour units. Earning and use of credit hours requires advance supervisory approval, except as provided in Section C, No. 4. If an employee is ordered by

Management to work hours which are in excess of the scheduled requirement, such hours are overtime, not credit hours.

2. When can they be earned: Employees, with supervisory approval, may earn credit hours for work in addition to the normal daily schedule at any time, Monday through Sunday, including holidays.
3. Maximum Number of Credit Hours: Employees can carry over from one pay period to the next the maximum number of credit hours allowable by law, currently twenty-four (24) hours.
4. Pre-Authorization: Employees will be preauthorized to earn up to 2 credit hours each pay period. In individual cases, supervisors may change this arrangement (e.g. may increase this authorization) or not allow such preauthorization for good cause which must be provided in writing. Supervisory permission is required to earn credit hours above and beyond the preauthorized amount, not to exceed twenty-four (24) hours.
5. Using Credit Hours before they are earned: Employees may account for credit hours on a pay period basis. With supervisory approval, credit hours may be used first and then earned later in the same pay period.

SECTION D. STANDARD WORKDAY.

A standard workday is eight and one-half hours with a thirty (30) minute unpaid lunch break during the middle of the day.

SECTION E. INDIVIDUAL TIME CERTIFICATION SHEETS.

All time will be recorded on the Corporation's Individual Time Certification Sheet (ITCS).

SECTION F. FLEXIBLE WORK SCHEDULES.

With approval, an employee may establish a flexible work schedule which does not require the employee to be in a duty status five (5) days per week. Flexible work schedule (FWS) means a work schedule established under 5 U.S.C. § 6122, that:

1. in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the agency in Section B, No. 1; and
2. in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.

Under the flexible work schedule, employees may also use existing models such as the 5-4-9 model and the 10-4 model. The 5-4-9 model allows employees to work 8 nine-hour days, 1 eight hour day, and receive one workday off during the pay period. The 10-4 model allows employees to work 8 ten-hour days and receive two workdays off during the pay period, one per week. Employees on flexible work schedules, regardless of schedule or model, are eligible to earn credit hours.

SECTION G. SUPERVISORY APPROVAL OF FLEXIBLE WORK SCHEDULES AND CREDIT HOURS.

1. Supervisors may approve the earning and use of credit hours above and beyond 2 hours indicated in Section C, No.4. as well as the use of an alternative schedule under the FWS. The most important consideration in the utilization of FWSs is whether the office is being substantially disrupted in carrying out its functions or is incurring additional costs because of participation. Approval of FWSs requires the concurrence of the second level supervisor. When the request to earn credit hours or the use of an FWS is denied, the supervisor will give the employee written reasons for the disapproval.
2. Supervisors can deny the use of FWSs or deny the earning of credit hours if there is adverse impact on the Corporation. An adverse impact is defined as:
 - a. a reduction in productivity;
 - b. a diminished (not to be construed as merely de minimis) level of service to the public; or
 - c. an increase in the cost of Corporation operations (not to be construed as merely a de minimis increase in costs. Reasonable administrative costs cannot be singled out as the sole proof of adverse impact.)
3. In determining whether there would be an adverse impact, supervisors may take into consideration mission accomplishment, office coverage, customer service, costs, employee accountability, and ability to manage work. It is agreed that in considering coverage in state offices and other small work units, when full coverage is not reasonable, other methods including voice mail, answering machines, or temporary help will be used.

SECTION H. SCHEDULE ADJUSTMENTS.

1. Employees may request a change in model or schedule every three (3) months. Changes may also be requested at any time if an emergency or hardship warrants.
2. Supervisors may adjust or change models or schedules at any time under the criteria delineated in Section G. Supervisors may also restrict the earning of credit hours when there is evidence of possible misuse. Schedule changes require written notice provided at least five (5) work days in advance of the expected change.
3. Supervisors may adjust or change core hours on an individual employee basis at any time under the criteria delineated in Section G, or upon request of an employee with a serious hardship, or upon request of employee who has been granted a medical-related reasonable accommodation that warrants an adjustment or change to core hours.

ARTICLE 6

OVERTIME

SECTION A. The Union acknowledges that the assignment of overtime is a function of Management and that the mission of Corporation should ordinarily be accomplished within the normal workweek. However, because the mission of Corporation is to provide service to the public, it is recognized that periodic use of overtime may be necessary in carrying out its mission.

SECTION B.

1. Overtime hours are all hours in excess of eight (8) in a day or forty (40) in a week or eighty (80) in a biweekly pay period, which are officially ordered and approved in advance by Management, not including credit hours or approved schedules in excess of eight (8) hours.
2. Upon request, and in accordance with applicable laws, rules, and regulations, employees may, with the approval of their supervisor, be allowed to receive compensatory time off in lieu of overtime payment. Non-exempt employees who request in advance, in writing, compensatory time off in lieu of payment, must take such time off within the same week the overtime is performed, otherwise the employee will be paid for all overtime hours worked. Exempt employees who have earned compensatory time, but are prevented by their supervisor from taking this time within Corporation proscribed limits because of exigencies of the service, will be paid overtime in accordance with applicable laws and regulations.

SECTION C. The assignment of overtime work or the denial of such assignment will not be made as a reward or penalty to an employee but solely in accordance with Management's needs, qualifications of employees, and with consideration of normal work assignment patterns. To the extent possible, the employee's preference will be honored. Fully qualified employees in training or on details shall be considered for overtime in their regular work unit if they are reasonably available as to time and location.

SECTION D. Employees will be given notice at the worksite of overtime assignments outside the basic workweek or on a holiday by close of business two (2) work days before the scheduled overtime. Exceptions may be made in cases of emergency and in this regard overtime may be ordered while allowing employees to make appropriate arrangements.

SECTION E. Prior to ordering an employee to work overtime, consideration will be given to the effect of such additional work on the health and efficiency of the employee as well as to any personal circumstances that may make overtime work a hardship for the employee. The availability of other equally qualified employees should be considered if an employee has a demonstrated hardship.

SECTION F. Employees called back to work any unscheduled overtime will be compensated with a minimum of two (2) hours premium pay for such assignment even if such assignment is not two (2) hours in duration.

SECTION G. An employee will be reimbursed for taxicab fares between office and home for officially ordered overtime when the employee is dependent on public transportation for such travel and it occurs during periods of infrequently scheduled public transportation or darkness. Other relevant factors, subject to Comptroller General guidelines, will also be considered.

SECTION H. Overtime pay or compensatory time-off for time expended in transit during normal non-duty hours will be awarded in accordance with the provisions of controlling laws, rules, and regulations.

SECTION I. Every reasonable effort will be made to ensure the safety and security of employees during overtime assignments.

ARTICLE 7

LEAVE

SECTION A. INTRODUCTION

Leave options for Corporation employees are many and varied. The basic categories of leave and the procedures for invoking such leave are described below. Corporation employees have all the same leave options available to Federal employees as prescribed by Governmentwide laws, rules, or regulations.

SECTION B. ANNUAL LEAVE.

1. The earning and scheduling of annual leave is a right provided for by law.
2. Management will make every reasonable effort to accommodate employee requests for annual leave.
3. Annual leave may be used in thirty (30) minute increments.
4. Supervisors will provide employees with the opportunity to schedule vacation annual leave at the beginning of each fiscal quarter. Leave will be approved in order to satisfy the preferences of and provide equity among the employees, and at the same time to be consistent with the needs of the office. Changes in the approved leave requests will be considered and granted where feasible. Supervisors will counsel employees that failure to schedule annual leave in advance could result in the loss of annual leave in excess of two hundred forty (240) hours at the end of the year.
5. Employees will not be required to provide reasons for requests of annual leave except in the case of emergency annual leave, i.e., annual leave that is unscheduled and not approved in advance because of unforeseen circumstances.
6. Regularly scheduled annual leave requests of three (3) days or more must be in writing and approved by an authorized official before use. Requests for leave less than three (3) days will not be required to be in writing unless the employee has been placed on leave restriction and is required to follow specific notice instructions as provided for in the leave restriction letter.
7. All employees must secure advance approval of annual leave from their supervisor or designee except in unforeseen circumstances, when such approval cannot be obtained. In such cases, the employee must make a reasonable effort to contact his/her supervisor within the first two (2) hours of the first workday of absence to request leave approval. Regardless of the employee's schedule, the work day begins with the beginning of public service hours.

Such notification must be made for each day of emergency annual leave unless the duration of annual leave was communicated in the previous contact.

A "reasonable effort" should be attempted in the following sequence:

- (a) A telephone call directly to the immediate supervisor. If the supervisor is unavailable, a message will be left including a telephone number where the employee requesting leave can be reached;
- (b) A telephone call to the second level supervisor or the immediate supervisor's designee if the immediate supervisor is out of the office;
- (c) An email to the immediate supervisor, if access to email is available to the employee; or
- (d) Attempting, if possible, to reach the supervisor, or designee, later in the day.

Upon returning to work, the employee will submit to his or her supervisor an appropriate leave request for emergency annual leave on SF-71 if requested by the supervisor.

8. Conflicts in scheduling leave will be resolved in favor of the employee with the earliest service computation date in the absence of determinable personal hardship. Subsequent conflicts among the same employees will be resolved by granting leave to the next senior employee who has not been previously granted his/her preference of leave.
9. When leave has been requested and approved, Management will not cancel approval except in extraordinary situations where the presence of that particular employee is required and only after the employee has been consulted and informed. Management will make a reasonable effort to notify the employee of the need to cancel the leave, normally within seventy-two (72) hours in advance of the beginning of such scheduled leave.
10. Reasonable effort will be made to accommodate employees who desire leave during holiday seasons and on religious or other holidays and those who wish to attend funerals. Employees are expected to request such leave in advance except in cases of emergency.
11. Annual leave may be advanced to the extent that such leave will accrue to the employee during the remainder of the current leave year or the time remaining on the employee's appointment, whichever occurs sooner, consistent with federal laws, rules, or regulations.

12. Leave approving officials will act upon SF-71s requesting approval of scheduled annual leave in a timely fashion, taking into consideration employee plans and office work requirements. At all times, supervisors and leave approving officials will make a reasonable effort to accommodate employees' requests for expedited action. For example: a) for scheduled leave requested at least one month in advance, supervisors shall normally act upon the request within five workdays unless the employee indicates a more prompt response is desired e.g., the need to place down-payments on trips; in such cases, the supervisor will make every effort to comply with the earlier date. b) for scheduled leave requested less than one month in advance, supervisors shall normally act upon the request within three workdays.

SECTION C. SICK LEAVE.

1. With advance supervisory approval, sick leave can be used for absences due to sickness or for time off to visit a physician, dentist or other health practitioner. Sick leave of three (3) consecutive days or more may require submission of a Standard Form 71. When there is reasonable suspicion of abuse, the supervisor may require the employee to submit a physician's statement documenting the need for sick leave.
2. Sick leave may also be used to attend to certain family responsibilities such as caring for a sick family member or making arrangements for or attending a family member's funeral. Sick leave for these purposes is limited to five days in a leave year if the sick leave balance is below eighty (80) hours and up to thirteen (13) days in a leave year as long as the employee maintains a balance of at least eighty (80) hours of sick leave. A family member includes a relative, in-law, spouse of a family member or one who is related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Sick leave may be used in connection with the adoption of a child without regard to the above limitations.
3. Sick leave may be used in half-hour units. Full time employees earn four (4) hours sick leave each pay period regardless of years of service. There is no limit to how much sick leave can be carried over from year to year.
4. Employees may request to charge annual leave or LWOP for situations normally chargeable to sick leave; however, sick leave documentation will still be required in accordance with stated policies and procedures. This substitution must be requested prior to the absence, unless the employee can demonstrate that he or she was prevented through no fault of his or her own from requesting the substitution in advance.
5. Annual leave may also be substituted retroactively for advanced sick leave to liquidate an indebtedness to the U.S. Government, unless the substitution is to prevent a forfeiture of annual leave.

6. In cases of serious illness or disability, employees who have completed their probationary or trial period may be granted advance sick leave provided they have not been under an abuse-of-leave letter or leave restriction notice during the preceding four months. Advance sick leave may be granted in an amount sufficient to cover the anticipated period of absence or thirty (30) days, whichever is less, provided the employee is expected to return to duty.
7. Employees on a time-limited appointment may only be granted advance sick leave up to the total sick leave that would be earned during the remainder of the appointment.
8. Notice of Unscheduled or Emergency Sick Leave: An employee who is absent on account of sickness must make a reasonable effort to contact or transmit notice to his/her supervisor within the first two hours (2) of public service hours of the first workday of such absence to request leave approval. Such notification must be made for each day of sick leave unless the duration of the sick leave was communicated in the previous contact.

A "reasonable effort" should be attempted in the following sequence:

- (a) A telephone call directly to the immediate supervisor. If the supervisor is unavailable, a message will be left including a telephone number where the employee requesting leave can be reached;
 - (b) A telephone call to the second level supervisor or the immediate supervisor's designee if the immediate supervisor is out of the office;
 - (c) An email to the immediate supervisor, if access to email is available to the employee; or
 - (d) Attempting, if possible, to reach the supervisor, or designee, later in the day.
9. Prior Approval: Absences for any of the sick leave purposes, when known to the employee sufficiently in advance (in most cases, for instance, for medical, dental, or optical treatment or examination) must have approval prior to the beginning of the leave.
 10. Medical Certification: Employees shall not be required to furnish medical certificates to substantiate sick leave for approval of sick leave unless such sick leave exceeds three (3) workdays of continuous duration. In most cases, medical certificates do not need to provide a detailed diagnosis, or to describe information on prognosis or treatment. In most cases, medical certificates are sufficient and acceptable if they are issued by a medical provider and/or a medical provider's practice that are on a prescription pad, or a note pad with letterhead of the medical provider, and contain appropriate information about the medical provider and/or the medical provider's practice. In certain cases, however, such as where an employee has requested leave as a reasonable

accommodation, or has been out of work for medical reasons for more than three workweeks and management cannot reasonably determine when the employee is expected to be able to return to work, management has the discretion to request and receive from the employee more detailed medical documentation. This more detailed medical documentation may include a medical diagnosis; information regarding medical treatment; prognosis - i.e., when the employee is expected to be able to return to work; and if applicable, what work limitations the employee should adhere to upon return to work and for how long. An employee's certification as to reasons for absence for medical reasons on account of illness will be acceptable for absences of three (3) workdays or less unless the employee is under a letter of leave restriction.

11. Leave Restriction: Upon issuance of a letter of leave restriction, an employee may be required to submit a medical certificate for future absences of three (3) workdays or less if the employee has been improperly using sick leave. An employee will only be required to submit a medical certificate under these circumstances for a period not to exceed three (3) months from the date of the leave restriction notice.
12. Unscheduled Illness while at Work: An employee who becomes ill during the workday and requires treatment may be excused for up to two (2) hours for consultation and treatment in the employee health unit without being charged to leave. Should the employee be sent home, sick leave will be charged beginning at the time of departure from the place of work. Prior to departure from the workplace, the employee must notify the supervisor and obtain approval. If the supervisor is not available, the employee must contact another supervisor or the supervisor's designee and provide a number where the employee may be reached.
13. Employees obtaining physical examinations at the appropriate health unit will be granted "time off" without charge to leave not to exceed one day. Participation in health maintenance examinations normally will not exceed one-half of a workday.

SECTION D. LEAVE FLEXIBILITIES FOR CHILDBIRTH AND CHILDCARE

1. A birth mother is entitled to use accrued sick leave for medical appointments, hospitalization, and her period of incapacitation following childbirth. A birth father may use a total of up to twelve (12) weeks of accrued sick leave each year to accompany the mother to prenatal appointments, to be with her during her period of hospitalization, and/or to care for her during her recovery period. (Most doctors certify that the recovery period is about six (6) weeks.)
2. Both parents may use up to twelve (12) weeks of sick leave each year to care for a child with a serious health condition. Both parents may use up to thirteen (13) days of that twelve (12) week period to care for a child with a

minor illness or to accompany a child to a medical, dental, or optical appointment. Parents may not use sick leave to be absent from work to bond with or care for a healthy child.

3. A mother may use accrued annual leave for pregnancy and childbirth, a father may use accrued annual leave to care for the mother during pregnancy and childbirth, and both parents may use accrued annual leave to be absent from work to bond with or care for a healthy newborn. The use of annual leave is subject to the right of the supervisor to approve a time at which annual leave may be taken.
4. The employee should normally submit notice and documentation at least eight (8) weeks in advance of the first day of planned leave for child birth reasons.
5. If the pregnant employee, after consulting her physician, asks for modification of her duties or a temporary reassignment to other available work for which she is qualified, reasonable effort will be given to granting her request.

SECTION E. FAMILY MEDICAL LEAVE ACT (FMLA)

Under the Act, an employee who has completed twelve (12) months of Federal service in other than a temporary appointment may take up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth of a child; the adoption or foster care of a child; or the serious health condition of the employee, spouse, child, or parent of the employee. An employee may substitute paid time off for any unpaid time taken under the FMLA. Employees must provide their supervisor with thirty (30) days advance notice when the need for FMLA leave is foreseeable and may be required to furnish medical certification to support a request.

SECTION F. MILITARY LEAVE

Full-time employees are entitled to up to fifteen (15) calendar days of paid military leave in a fiscal year. The employee must furnish a copy of the orders calling him/her to duty prior to starting the leave.

SECTION G. ORGAN/BONE MARROW DONOR PROGRAM

Employees are entitled to up to seven (7) days of paid administrative leave in a calendar year to serve as an organ or bone marrow donor.

SECTION H. COURT LEAVE

Court leave is excused time when an employee serves on a jury or serves as a witness on behalf of the United States, a state or local government. Court leave is not granted when the employee is testifying on behalf of a private party even when a subpoena has been issued. Court leave is not granted when the employee

is a party in the proceeding. When an employee appears in court as a representative of the Corporation, that is official time, not court leave. If a fee is paid for jury service, the employee must remit the fee check to the Corporation for each day court leave was granted. The employee is entitled to retain any reimbursement by the court for parking, mileage and other out-of-pocket expenses.

SECTION I. ABSENCE WITHOUT LEAVE (AWOL).

When an employee is absent from work without approval, the employee may be placed on an AWOL status. This status is recorded on the Individual Time Certification Sheet (ITCS) or time sheet. While AWOL is a pay status and not discipline, it may form the basis for taking a disciplinary action. When a supervisor charges an employee with being Absent Without Leave (AWOL), the supervisor shall inform the employee of the AWOL charge at the earliest opportunity. The affected employee may informally appeal to the next level of supervision to reconsider the AWOL charge within three (3) workdays. If the AWOL charge is upheld, the Union may invoke the expedited arbitration procedure as agreed to in this contract.

SECTION J. LEAVE TRANSFER PROGRAM/LEAVE BANK

1. The Corporation's leave transfer program allows employees to contribute annual leave to fellow employees who must miss work due to illness or injury or to care for a family member with a medical emergency. Leave recipients apply for this program and must submit documentation of the medical condition from a physician. The application must be approved by the appropriate Department Head. If there is insufficient donated leave to cover the needed time off, donations from employees of other federal agencies that permit cross-agency donations will be accepted. A leave donor may donate no more than one half of a year's accrual of annual leave and may donate use-or-lose leave only to the extent that there is time left in the leave year to schedule use of that leave.
2. The Corporation will establish a leave bank that allows employees to contribute annual leave for the same purposes described in the leave transfer program. Leave donated to the bank will not have a specified recipient; rather, trustees appointed to administer the leave bank will consider applications from employees who face a loss of pay due to a medical emergency. The bank's trustees will decide how to distribute the leave and in what amounts.

SECTION K. EMPLOYEE VOLUNTEER INITIATIVES (EVI) PROGRAM

Employees may volunteer for a nonprofit service organization during work hours and the Corporation will match annual leave used in a volunteer capacity with up to eight (8) hours administrative leave during a four week period. Organizations must be of a service, not advocacy, nature, and have no financial ties to the Corporation. Leave used for this program requires advance supervisory approval.

Other leave options may be determined by the Corporation to encourage volunteerism and community service. For example, management shall consider granting an employee Leave Without Pay (LWOP) for 1) a tour of service with a Corporation program or Peace Corps; or 2) up to a year to perform other types of community service.

SECTION L. LEAVE WITHOUT PAY (LWOP)

The authorization of leave without pay (LWOP) is a matter of supervisory and administrative discretion and may be granted upon request.

SECTION M. LEAVE RECORDS.

1. Individual leave records are personal in nature and Management will not publicize either the use of leave or leave category totals. Only authorized timekeepers and supervisors shall be permitted to sign and retain ITCs.
2. Annual or sick leave balances, in and of themselves, will not be a factor in promotion, performance appraisals, or disciplinary actions.

ARTICLE 8

OFFICIAL TRAVEL AND EXPENSES

SECTION A. All employees required to travel will have access to Federal and Corporation travel regulations and be advised of compensation rights for such travel. Travel vouchers shall be submitted by the employee within five (5) workdays after return from his/her trip and shall be processed by Management within twenty (20) workdays. Employees on back-to-back trips or continuous travel will have until the conclusion of this travel before having to submit their travel vouchers within the five (5) day period.

SECTION B. The Corporation will exercise reasonable diligence in scheduling administratively controllable conferences, meetings, and other activities to avoid situations requiring employees to travel without receiving overtime pay or compensatory time off for time expended during transit. However, if after exercising reasonable diligence, the Corporation cannot schedule such activities within normal duty times, compensation will be awarded in accordance with the provisions of controlling laws, rules, and regulations.

SECTION C. Employees expected to travel for the Corporation more than once a year and holding the Government travel charge card must use the card for travel expenses in accordance with the Corporation's travel policy.

SECTION D. The government travel card is to be used for official travel expenses only and all charges must be paid on or before the due date.

SECTION E. Misuse of the Government travel card, such as the purchase of personal goods or services unrelated to official travel or late payment of charge card bills may subject employees to disciplinary action up to and including dismissal.

SECTION F. Employees whose schedules require their remaining in travel status over a weekend will normally be allowed the option of returning home if transportation and per diem costs will not exceed the costs of per diem and expenses during that period and are consistent with governing laws, rules, and regulations.

SECTION G. In an emergency, or when employees do not have access to an individual Government travel charge card, or are unable to obtain an individual Government travel charge card, employees may receive a travel advance. All advances are limited to the maximum of 80 percent of the employee's allowable per diem and other related expenses. Employees will also be authorized to charge applicable travel costs to the Central Billing Account in lieu of or in addition to a travel advance.

SECTION H.

1. Employees will be entitled to reimbursement for all expenses authorized by laws and regulations.

2. Except for emergencies and exigent circumstances, employees will not be required to travel without a travel order.

ARTICLE 9

TRAINING AND CAREER DEVELOPMENT

SECTION A. Management and the Union (the Parties) agree that career development and training of employees is a matter of primary importance and a joint responsibility of the employee and Management. Employee training will be based upon Federal laws, rules, and regulations, and to the extent applicable under this Agreement:

1. Need related to actual job duties and performance standards and the Corporation's program and administration support requirements;
2. Employee needs identified in the approved training plans and Individual Development Plans; and
3. The Corporation's allocation of training resources reflected in approved training plans for individual offices.

SECTION B. Management recognizes its responsibility within budget limitations to provide training opportunities for employees without regard to pay band. Such training is designed to improve employee performance and provide job-related information so that employees may perform to their highest potential and meet the requirements of their positions. The Parties recognize that employees are responsible for applying reasonable effort, time, and initiative to improve performance through self-development and training. The Parties will encourage employees to take advantage of training and educational opportunities that could enhance their efficiency and improve productivity on the job.

SECTION C. When requested, Management will provide assistance to employees in the development of Individual Development and Individual Training Plans included under the performance appraisal system.

SECTION D. Management agrees, where practicable, to provide on-going training of a job-specific nature to all new employees. Management will make every reasonable effort, pursuant to Section B, to ensure that each employee is adequately trained in the technology they need to perform their official duties.

SECTION E. When possible, employees will be given timely, written confirmation of their registration in a training program for which they have applied. Timely information on program cancellations or postponements will also be provided. Employees will provide advance notification to their supervisor of their unavailability to attend or complete training. Upon request of the supervisor, the employee will give the reasons in writing.

SECTION F. When an institution of higher learning provides for accreditation of on-the-job experience, Management will provide documentation in obtaining such accreditation.

SECTION G. Employees shall be given reasonable opportunities to discuss training needs and opportunities with their supervisors, human capital specialists, or other designated persons.

SECTION H. Management agrees to determine what necessary training expenses are and to pay all or any part of those expenses from available funds within the limitations prescribed by Federal laws, rules, and regulations.

SECTION I. Within funding constraints, and where practicable, management will provide in-house retirement training or will coordinate such training through other Federal agencies. Priority shall be given to employees within five (5) years of retirement eligibility.

SECTION J. Employee participation in training will be aided through access to announcements, the intranet, bulletins, and catalogs relating to training courses being offered by the Corporation, other governmental agencies, and educational institutions.

SECTION K. Employees in training and/or developmental positions will receive appropriate classroom and/or on-the-job training to assist them acquire the skills necessary for successful job performance.

SECTION L. With a desire to create a high performing, diverse, and motivated workforce, employees are encouraged to express an interest in promotions to other positions within the Corporation with their immediate supervisor. The Corporation will support such requests by providing desired or targeted position descriptions (PDs) to employees upon request, assisting with the development of individual training plans, and, where funds allow, supporting such plans.

ARTICLE 10

POSITION CLASSIFICATION

SECTION A. Positions within the same pay system will be grouped consistent with classification standards and the principle of equal pay for substantially equal work.

SECTION B. Position Descriptions (PDs) shall contain the principal duties and supervisory relationships, and any other information required by Federal personnel rules and regulations.

SECTION C. Phrases such as "other related duties as assigned," as used in PDs, mean duties related to the basic job. The phrase will not be used to regularly assign work to an employee where the work is not reasonably related to his/her basic PD.

SECTION D. If the duties outside the PD are to be of a continuing or recurring nature, such assignments will be subject to approval by appropriate Management officials. If such duties are of a continuing or recurring nature and constitute a principal duty or responsibility, the employee's position and PD will be reviewed by the Office of Human Capital to determine the need for a new or revised PD.

SECTION E. New hires shall be provided a copy of the appropriate PD upon assuming the position. In those cases where a new or revised PD is required or an employee is reassigned to an established position, the employee shall receive an appropriate PD within two pay periods after either the decision to issue a new or revised PD has been made or the effective date of the personnel action. If the PD is not received within that time period, the employee may request from the Office of Human Capital either a copy of his or her PD or a written explanation for its delay.

SECTION F. The Corporation agrees to notify the Union at least fourteen (14) calendar days in advance of conducting any classification survey involving bargaining unit positions. Upon request, Management will meet with the Union to discuss any concerns of bargaining unit employees to be surveyed.

SECTION G.

1. A desk audit is an assessment of the duties and responsibilities assigned to and performed by an employee to determine the appropriate title, occupational series and pay band.

2. Employees may request an audit of their positions at any time by a written request to the Director of Position Management, Staffing & Compensation. Such audits shall normally be conducted within thirty (30) calendar days following receipt of the request, or a written response will be provided with a proposed audit date. The position evaluation report will be issued within thirty (30) calendar days from the date of the audit. If the position evaluation report is not available within this time frame, the employee shall receive a written statement as to the status of this audit.

ARTICLE 11

PROBATION, TEMPORARY, AND PART-TIME EMPLOYEES

SECTION A. PROBATIONARY EMPLOYEES. Employees serving a probationary period shall do so for a period not to exceed two (2) years. During this probationary period, employees shall be entitled to the following:

1. At the employee's request, a meeting with his/her supervisor no later than the 6th month of service to discuss any and all aspects of their job performance, conduct, and general character traits.
2. A meeting with their supervisor no later than the 12th month to discuss performance.
3. In the event the employee is to be separated for unacceptable performance or conduct, he/she shall receive written notification of the separation. Such notification shall include:
 - a. Specific reasons for the action;
 - b. Appropriate appeal rights, if any;
 - c. The name of a designated Corporation representative with whom the employee can discuss, in detail, the reasons for the separation;
 - d. Notice of the employee's right, at his/her request, to Union representation at the meeting in 3 c, above.

SECTION B. TEMPORARY EMPLOYEES/APPOINTMENTS.

1. Appointments, extensions of appointments, and separations of temporary limited employees shall be made in accordance with Federal laws, rules, and regulations.
2. Temporary employees shall be given a written notice at least five (5) work-days in advance of any action to effect their separation from the Corporation, except for expiration of appointment.
3. The Corporation agrees to notify the Union of its intent to extend a temporary appointment beyond one (1) year.

SECTION C. TERM EMPLOYEES/APPOINTMENTS.

1. Appointments and separations of term employees shall be carried out in accordance with the provisions of Federal laws, rules, and regulations.

2. Employees serving on term appointments, who are appointed after the execution of this agreement, shall be given a written notice at least five (5) workdays in advance of any action to effect their separation from the Corporation, except for expiration of appointment.

SECTION D. JOB SHARING. The Corporation will allow job sharing to the extent that the mission of the Corporation is not adversely affected and the costs are not excessive.

ARTICLE 12

INTERNAL PLACEMENT AND SELECTION

SECTION A. The Parties affirm that merit system principles, as defined in 5 USC § 2301, will be observed. The Parties agree to adhere to the provisions contained herein to insure that internal placement and promotion provisions are applied in a consistent, equitable manner to all employees. The scope of this Article includes all bargaining unit positions filled under the Corporation's Alternative Personnel System (APS).

SECTION B. Department Heads decide the numbers and types of employees needed to accomplish the mission of their Department. This decision is based on agency strategic goals, the workload of the Department, position management, Full-time Equivalency (FTE) allocations, and budget considerations.

SECTION C. NON-COMPETITIVE PROMOTIONS.

Corporation-APS employees may be promoted up to and including Band NY-3 without competing the vacancy. This allows promotion of employees who have trained and prepared for career growth within the organization and demonstrate the competencies needed. Similarly, this gives managers more flexibility to recognize and reward outstanding performance.

SECTION D. COMPETITIVE PROMOTIONS.

Promotion of Corporation-APS employees into Band NY-4 bargaining unit positions may occur only after using competitive procedures which include advertising the vacancy, evaluating the qualified applicants and following an approved selection methodology. The only exception would be if the employee has previously held a permanent equivalent position.

SECTION E. RECRUITING FOR VACANCIES.

When the Corporation decides to recruit for a position, both internal and external applicants will be treated the same. The duties of the job to be filled and the job-related competencies a successful candidate should possess will be considered. These attributes will be used in advertising the vacancy.

When a vacancy is to be filled, the Department Head has the flexibility to determine the best source of candidates and the selection method to be used. In determining the best source of candidates, he/she would decide how and where to advertise the vacancy, how wide an area of distribution to use and what special target recruitment may be required.

1. Area of Consideration. When recruiting for a vacancy, one of the initial determinations the Department Head will make is to determine the "Area of

Consideration." This term simply refers to the parameters from which applications will be considered and is stated on the vacancy announcements. The Area of Consideration can be limited to "Corporation employees only" which would mean only Corporation employees who are not temporary, discretionary, experts or consultants may be considered. An "all sources" recruitment means anyone can apply regardless of whether or not they currently work for the Corporation, another Federal agency, or private industry.

2. Selection Process. The selection process to fill a vacancy may consist of panel assessments, peer reviews, interviews, work samples or other valid methodology deemed appropriate for the position to be filled. All applicants will be treated fairly and uniformly when making hiring decisions. Appropriate documentation will be kept throughout the process and this documentation will be maintained by the Office of Human Capital.
3. Advertising the Vacancy. If a vacancy is filled by internal promotions up to and including Band NY-3, competition is not a requirement.

All other recruitment actions to fill a bargaining unit position vacancy will be advertised to allow fair and open competition between internal and external candidates alike. Announcements will be open for no less than fourteen (14) calendar days to provide an adequate number and a diversity of candidates from which to make a selection.

4. Assessment Methods and Options. The Office of Human Capital collects applications for an announced vacancy and screens them for eligibility including experience, education and/or competencies. The reduced pool of applications is then forwarded to the requesting office to continue the assessment process and ultimately make a selection.
 - a. All applicants are evaluated against the advertised experience and/or education requirements as well as the specified competencies to narrow down the pool of applicants to a manageable number. The process used by the Corporation to accomplish this depends on the numbers of applications received and the amount of screening the manager wishes done before further review of the applications.
 - b. The Corporation may elect to use any or none of the following methodologies or any other approved method to assess the applicants. Regardless of which methodology is used, the emphasis in this process is to use a competency-based approach where the applicants are evaluated to ascertain that they possess the attributes that are directly related to successful performance of the duties of the position.
 - c. The following are some methods that can be used to assess the qualifications of the applicants. These techniques may be applied by an individual evaluator or by a panel of evaluators.

- **Rating of Applications** — Candidates are ranked against a list of weighted criteria based on the degree to which they possess the advertised competencies.
- **Best Qualified vs. Qualified Evaluation** — This method lists the attributes that separate the best qualified candidates from the qualified only candidates. The evaluator(s) then uses a rating system to indicate the attributes possessed by each candidate.
- **Interview Assessment** — As part of the assessment process, an evaluator or a panel of evaluators may conduct interviews to narrow the field of candidates. If desired, the Office of Human Capital can assist in developing an appropriate list of questions for the interview process.

The methods for assessing applicants listed above are not intended to be all inclusive. Department Heads may develop their own assessment methods to assess applicants; however, they must be reviewed and approved by the Office of Human Capital before they are implemented.

If a panel is used to assist with the selection process, the pay bands or grades of panel members, with the exception of the Office of Human Capital representative, should normally be equal to or above the grade of the position being filled. The panel should reflect an appropriate amount of diversity of members.

5. **Interviews.** Management recognizes the use of interviews and feedback as valuable learning tools for employees. If interviews are used in the assessment process, management is encouraged to interview current employees applying for new positions. Employees who do not receive interviews should be provided feedback regarding their application.

SECTION F. UNDERSTANDING THE PROCESS.

Employees' acceptance and support of the Corporation's Internal Placement and Promotion process depends largely on how well each employee understands its purpose, operation, and effects.

1. After completion of the selection process, employees who applied for a specific position are entitled to know:
 - a. Whether they were considered, and if so, whether they were found eligible on the basis of the minimum qualification requirements for the position;
 - b. Whether they were among those referred to the selecting official; and
 - c. Who was selected.

2. A record sufficient to allow reconstruction of the Promotion and Placement process shall be kept for a period of two (2) years from the closing date of the action, or until the program has been evaluated by OPM, whichever comes first.
3. Questions and complaints of a general nature should be addressed to supervisors or to the Office of Human Capital. If the explanation given does not satisfy the employee's concern(s) or answer the question(s) raised, the employee may seek resolution through the exercise of the negotiated grievance procedure.
4. When a procedural error in the process is alleged in writing, an applicant and/or representative will be given the opportunity to meet with a representative of the Office of Human Capital to discuss the allegation. The applicant and/or representative will be permitted to review relevant documentation relating to the promotion and placement process, once completed, as long as the disclosure is not considered a violation of Federal laws, rules, or regulations including the Freedom of Information or Privacy Acts.

SECTION G. DETAILS

1. Details for thirty-one (31) calendar days or more shall be recorded on an SF-52.
2. Employees detailed to higher-graded positions shall receive temporary promotions for those details which are thirty (30) calendar days or more in duration when the employee meets the qualification requirements for the position.
3. Temporary promotions or details for more than one hundred twenty (120) calendar days to higher graded or pay banded positions and/or positions with known promotion potential shall be filled through competitive procedures.

SECTION H. PROMOTIONS

Promotions will normally be affected within two (2) pay periods following the effective date of the action.

ARTICLE 13

PERFORMANCE APPRAISAL

SECTION A. INTRODUCTION. The Corporation's Employee Appraisal System (EAS) is designed to improve individual and organizational effectiveness. This is accomplished by identifying universal and job-specific objectives from which employees can be rated at the conclusion of the performance cycle.

SECTION B. PURPOSE. Performance Management is a development tool with one objective: "Improving organizational and individual performance." Individual performance plans are directly linked to the mission of the Corporation. This system applies to bargaining unit employees regardless of pay level.

SECTION C. EMPLOYEE APPRAISAL: PERFORMANCE PLAN Prior to the start of the rating year, each employee will receive a Performance Plan that will later be used as the basis for the employee's appraisal. The Performance Plan is a summary of how an employee will be rated during the appraisal period, and the specific behaviors or competencies they are expected to display. Each supervisor must meet with his/her employees to review these specific goals, objectives, and results expected for the coming year within thirty (30) calendar days of the beginning of the performance period, or within fifteen (15) calendar days from when an employee enters a new position in the Corporation. Employees must receive a copy of the performance plan signed by the rating and reviewing official. These goals are linked directly to the mission of the organization and are grouped as Performance Elements and Objectives.

SECTION D. PERFORMANCE ELEMENTS

Performance Elements are categories of objectives, contributions, and competencies against which all employees are appraised. The Performance Elements are grouped as such:

- 1) Employee Competencies. These are the basic areas of competency expected of all employees. These competencies are necessary to support the objectives and organizational goals of the Corporation.
- 2) Contributions. This element relates to the activities important to the Corporation's organizational results. These can be directly linked to measurable individual and organizational outcomes. It includes accountability for accomplishments and results that are described in the employee's work plan.

SECTION E. PERFORMANCE OBJECTIVES. Within each performance objective are specific performance objectives or expectations.

SECTION F. EMPLOYEE INVOLVEMENT. A key factor in managing an

effective performance appraisal system is employee involvement. Employees will be given the opportunity to review and discuss with their supervisor their Performance Plan. After this review and discussion the Performance Plan will then be signed by the employee and supervisor. Employees will have three (3) work days to review the plan before signing it. The employee's signature indicates that they acknowledge receipt of the appraisal and may not indicate agreement. If the employee declines to sign, the Supervisor (Rater) will note "The employee declined to sign," on the employee signature block and will include his or her initials and date. An employee's declination to sign the Performance Plan (Form EAS) does not void the contents or requirement of the Plan.

The Performance Plan will be reviewed periodically to determine if it is still valid. The plan may be reviewed at the initiative of the supervisor or upon request by the employee. However, it is expected that supervisors conduct at least one review of the performance plan mid-year. This should occur in conjunction with the mid-year progress review or feedback session as detailed below. Modifications will be made when necessary as determined by the supervisor.

SECTION G. PERFORMANCE REVIEW. Each Corporation employee will receive an annual performance review based on the evaluation of the Performance Elements. When measuring performance, the supervisor must first determine whether performance expectations have been met. After evaluating each employee's performance plan against their performance during the rating period, a summary rating is assigned at one of five levels:

- Outstanding (O)
- Exceeds Fully Successful (ES)
- Fully Successful (FS)
- Minimally Successful (MS)
- Unsuccessful (U)

SECTION H. UNSUCCESSFUL PERFORMANCE. Notice to an employee of unsuccessful performance may be provided at any time by the employee's supervisor. When feasible, the supervisor should not wait until the end of the rating cycle to notify the employee of an unsuccessful rating.

1. **Unsatisfactory Performance:** Unsatisfactory performance requires a written justification and is an indication that remedial action is necessary to improve performance. If an employee is given an unsuccessful rating, a reasonable period of time is provided to correct any performance deficiencies, normally 30 to 90 days.
2. **Performance Improvement Plan:** The performance deficiencies will be documented and a Performance Improvement Plan (PIP) must be developed that includes specific and measurable goals for improvement and timelines for accomplishment. Employees, who continue to perform at an unacceptable

level after having had an opportunity to demonstrate acceptable performance, will be reassigned, reduced in pay, or separated from the Corporation.

SECTION I. FEEDBACK. Feedback ensures that employees understand their responsibilities and work toward meeting their goals. Interim feedback sessions with employees allow the supervisor to detect, at the earliest possible time, any performance deficiencies.

1. Mid-year Progress Review: It is required that supervisors will conduct at least one progress review with each employee approximately halfway into the appraisal period. This review need not be in writing; however, the supervisor and the employee should certify that this review has occurred by signing the appropriate section on the Employee Appraisal System form.

SECTION J. COMMUNICATION OF FINAL APPRAISAL (Rating of Record). Each supervisor is required to meet with collocated employees and telephonically with geographically isolated employees at the end of the rating cycle. A written rating of record for each employee must be completed by the Rater and the Reviewer, and communicated to the employee no later than forty five (45) days after the end of the rating cycle. The employee is given an opportunity to review his/her appraisal for three (3) work days before signing it. An employee may request more time, if they wish to meet with a representative before signing.

Once the employee has signed the appraisal, the supervisor provides a copy to the employee and forwards the original to the Office of Human Capital for filing. The employee's signature indicates receipt of the appraisal and may not indicate agreement. If the employee declines to sign, the Rater will note "The employee declined to sign," on the employee signature block and will include his or her initials and date. An employee's declination to sign Form EAS does not void the appraisal.

ARTICLE 14

AWARDS POLICY

Rewarding excellent performance, both for sustained performance and short-term accomplishments, is a priority for the agency. The variety of awards includes options for rewarding performance both as part of the appraisal cycle and outside of the appraisal cycle.

SECTION A. APPRAISAL CYCLE AWARDS

Appraisal cycle awards recognize exemplary individual performance over a sustained period of time. For the most part, the majority of funds budgeted for performance awards will be allocated to reward individual performance. These awards are:

1. Salary Adjustments.
2. Cash Awards range from \$250 to \$5,000.

SECTION B. NON-CYCLE AWARDS

1. **On-the-Spot Awards** recognize significant accomplishments in the workplace. They allow quick recognition. Employees are nominated by a supervisor and approved by the second line supervisor. On-the-spot awards are limited to no more than two in any 12-month period and no single award may exceed \$500. The Corporation pays all deductions.
2. **Time Off Awards** recognize significant accomplishments and superior performance. They are provided in lieu of or in addition to cash awards. An immediate supervisor may approve a Time-Off Award for up to one (1) workday. Time-Off Awards of two (2) to ten (10) workdays must be approved by the second level supervisor. An employee may only be awarded up to ten (10) workdays off in a calendar year.
3. **Team Accomplishment Awards** recognize teams for group efforts that result in improved service or products or work that result in cost savings. Teams are nominated by supervisors and such nominations will be forwarded to department heads, who will make final recommendations to the CEO. These awards range from \$250 to \$5,000 per team.
4. The **Chief Executive Officer's Award** is granted at the sole discretion of the CEO and recognizes extraordinary contributions to furthering the Corporation's purposes.

5. The **Willis Greene Community Service Award** is granted by the CEO to an employee who has made significant contributions to community service off the job.
6. **Special Act Awards** recognize acts above and beyond the call of duty that may improve operations, customer service, and/or have a positive impact on unit or Corporation operations. Supervisors may nominate employees. Department and Office Heads may approve these awards for up to \$2,000.
7. **Gainsharing Awards** will be considered for employees responsible for developing a method that results in demonstrated cost savings for the Corporation. The amount of the Gainsharing Award presented to an employee reflects the amount of savings achieved in the first year.
8. **Honorary Awards** are certificates or plaques issued by management to employees at anytime for performance described in, but not limited to, the Corporation Personnel System Handbook at any time.

SECTION C. Excluded from eligibility are contractors, consultants, detailees from other agencies, student aides, interns, and Presidential appointees.

SECTION D. Awards distribution will reflect the full range of jobs in the Corporation.

SECTION E. Award decisions will be made free of discrimination.

SECTION F. At the request of the employee, the supervisor will discuss the conditions and criteria by which the supervisor would recommend an employee for an award. These conditions and criteria must directly relate to achieving and surpassing the goals and mission of the organization.

ARTICLE 15

EQUAL OPPORTUNITY

SECTION A

1. The Parties affirm the policy of the Corporation to ensure that all employment and operational decisions are based on qualifications and programmatic needs rather than on non-merit factors. No one will be denied employment or advancement because of race, color, religion, sex or gender, age, national origin, physical or mental disability, sexual orientation, or marital or parental status.

All employees have the responsibility to support this effort through their own conduct and personal sensitivity to the rights of co-workers and all others with whom they interact.

The Corporation affirms that it will vigorously pursue the goals of equal opportunity. Unit employees who believe they have been discriminated against for any of the above reasons may file an equal opportunity (EO) discrimination complaint under the statutory complaint procedure or an EO grievance under the negotiated grievance procedure, but not both.

2. Upon request of the Union, Management will meet with the Union to discuss the EO program.

SECTION B. Management agrees to furnish the Union with reports prepared for the EEOC (such as the Management Directive 715) when prepared and other EEO information as requested.

SECTION C. Employees have a right to discuss EEO-related matters on official time with their supervisors and the appropriate Equal Opportunity officials. The Parties agree that there is a mutual responsibility to inform employees of their right to pursue EO complaints through the statutory EO Complaint process.

SECTION D.

1. The Parties agree that sexual harassment is unacceptable in the work place and will not be condoned or tolerated. Harassment on the basis of sex is a prohibited personnel practice and is a violation of Section 703 of Title VII of the Civil Rights Act.
2. Unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature constitute sexual harassment when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

ARTICLE 16

HEALTH, SAFETY, AND OTHER SERVICES TO EMPLOYEES

SECTION A. The Corporation acknowledges that a safe, healthy, and adequate work environment is essential for the most effective performance of the Corporation's work. To achieve this end, the Corporation agrees to the following:

1. To comply with requirements mandated by appropriate federal laws, rules, and regulations;
2. To comply with guidelines established by OSHA, GSA, and other agencies on such matters as asbestos content, radiation emissions, etc.;
3. To take appropriate action to ensure that all reported hazardous and unsafe working conditions are corrected in a timely fashion;
4. To enforce GSA guidelines regarding smoking in elevators, conference rooms, and other public places and, to the greatest extent possible, within GSA guidelines, limit smoking to designated smoking areas.
5. Where an on-the-job injury to an employee results in lost time from duty, to advise employee of rights under federal laws, rules, and regulations within five (5) workdays and, upon request, provide guidance for completing paperwork associated with the injury;
6. To provide appropriate counseling and assistance to employees on the Federal Employee Health Benefits and Life Insurance Programs, pre-retirement planning, and retirement benefits information;
7. To provide all employees information concerning occupational health services available and designate appropriate Corporation contacts. Such information shall be disseminated in periodic notices and, in the case of new employees, by including it in orientation kits;
8. To provide health and safety training for all Corporation staff responsible for conducting health and safety reviews, inspections, and other related activities. Such training will normally include basic first-aid and cardio-pulmonary resuscitation (CPR);
9. To provide, at no cost to employees, access to services available under the Federal Employee Occupational Health Program during regular hours of duty. Such services shall include but not be limited to the following:
 - a. Immunizations and/or vaccinations that are available through the public health service;

- b. Physical examinations, where offered, on a first come, first served basis.
- c. Periodic screenings and testings that are available through the public health service; and
- d. Emergency services. If necessary, the Corporation will obtain emergency transportation such as ambulance or taxi for any employee incapacitated while on the job.

10. To provide a respite room – equipped with a cot/bed, a small table and chair, and disposable bedding supplies – in Corporation Headquarters, and where possible, to ensure access to similar facilities in the field, such as in GSA-managed buildings.

11. To establish and maintain a Safety and Sanitation Committee comprised of management and employee representatives, with this committee being responsible for monthly walk-throughs of Headquarters space.

SECTION B. The Corporation will make every effort to stay abreast of all beneficial information, resources, and services which may contribute to the health and well-being of each employee. Further, the Corporation shall make a reasonable effort to secure and maintain information on available work-related resources for communities in which a substantial number of Corporation employees work. Such information shall include: drug and alcohol counseling programs; Federally sponsored health benefits plans; credit union facilities; child-care facilities; and Federal employee occupational health services.

The Corporation agrees to publicize, in writing, the availability and locations of these materials within sixty (60) days of the effective date of this Agreement and shall update and distribute the information annually. The written notification shall designate Corporation contacts in headquarters and the field. The Corporation shall also publish the appropriate Corporation contacts as an addendum to its telephone directory.

SECTION C. The Parties agree that a concerted, ongoing effort is the most effective means to reduce accidents and health hazards. To this end, the Corporation agrees to encourage employees to report unsafe and/or unhealthful working conditions. Further, the Corporation affirms that no reprisal action shall be taken against employees for either reporting unsafe or unhealthful working conditions. An employee also has the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedure.

SECTION D.

1. In accordance with Executive Order 12196, the Corporation acknowledges its occupational safety and health responsibilities, which include, but are not limited to, affording an employee representative the opportunity to accompany designated Corporation officials on periodic inspections of the Corporation's workplaces.
2. Any Corporation contract for a Corporation occupational health and safety program will conform to the requirements of this Article and the requirements of Federal laws, rules, and regulations. The Union will be afforded an opportunity to present its comments upon any occupational health and safety program proposal prior to any Corporation action to contract for such program.

SECTION E. Employees may decorate their work space providing such decorating is within appropriate guidelines established by Corporation, appropriate laws, rules, and regulations, including building leases.

SECTION F. The Corporation agrees to continue to provide one or more kitchens with seating in Headquarters. Kitchens will not house photocopying machines or other office equipment. One kitchen at Headquarters will house vending machines. Field employees will be allowed to have individual refrigerators and/or microwaves for their office space.

SECTION G. The Corporation agrees, within the limitations of prevailing workload requirements, to have W-2 forms mailed to employees as required by the IRS.

SECTION H. The Corporation will make every effort to assure that office space owned or leased by the Corporation is in compliance with GSA space and environmental regulations. When space allowing more square footage and/or more privacy exists, full consideration will be given to providing better space to employees. Each employee will have a desk, chair, telephone, computer, and appropriate desk supplies. Employees not using Corporation leased or owned space for three (3) or more workdays per week due to telework or telecommuting on a permanent basis will be provided access to available space when needed. The Corporation will make every effort to provide prompt maintenance and repair to all essential equipment or replace equipment determined to be in poor working condition.

ARTICLE 17

EMPLOYEE ASSISTANCE PROGRAM

SECTION A. The Parties recognize that stress, alcohol and drug abuse, and emotional and personal problems of employees and their families can impact upon the performance and conduct of employees.

SECTION B. The Corporation agrees to provide an Employee Assistance Program (EAP) that shall be available to employees on a nation-wide basis and shall include appropriate assessment, referral, short-term counseling, and/or referral for long-term counseling or treatment in compliance with relevant federal laws, rules, and regulations. Further, the Corporation agrees to educate and inform employees on the availability of the program, to take positive steps to utilize the program, and to refer (and to permit Union or self-referral), in a timely fashion, employees who may have a problem with alcohol, drug abuse, and/or emotional and personal difficulties.

SECTION C. The Corporation shall appoint a Corporation-wide EAP Coordinator. The coordinator will be responsible for program oversight and promotion, and will advise employees and managers on EAP services.

SECTION D. At least once each year all employees covered by this agreement will be informed as to who the coordinator is and what services the EAP offers.

SECTION E. The Parties agree to encourage employees who may have drug-or alcohol-related problems and/or emotional and personal difficulties that negatively affect conduct or performance on the job to utilize this program.

SECTION F. The Parties agree that both Corporation and Union representatives should be trained and knowledgeable of the EAP. To this end, the Corporation agrees to sponsor appropriate training for Management and designated Union representatives.

SECTION G. Any Corporation contract for an EAP will conform to the requirements of federal laws, rules, and regulations.

SECTION H. Where the Union is representing an employee participating in an EAP, it will encourage that employee to authorize release of medical information.

SECTION I. Nothing in this Article limits the Union's representational rights. However, employees are not required to have a Union representative at any session with an EAP counselor.

SECTION J. The Parties agree that an employee's participation in an EAP and that all records pertaining to such participation are confidential matters and available only on a "need to know basis" or as required by Federal laws, rules, or regulations.

ARTICLE 18

REORGANIZATION, REALIGNMENT, AND/OR TRANSFER OF FUNCTION

1. The Parties agree that should Management propose reorganizations, realignments, relocations, reductions in force, and/or transfers of functions impacting bargaining unit members, both in the competitive and excepted service, such plans will not be implemented without:
 - a. providing notice to the Union;
 - b. After notice, the Union has ten (10) workdays to transmit proposals to Management. If the Union requests additional information, Management will provide it in a reasonable time. When requested by the Union, the Corporation will consider extending the 10-day period in order to supply information. The Union may grieve the Corporation's failure to extend the 10-day period or the length of the extension. If the Union voices no objections to the proposed changes or fails to respond within the time limit, the proposed changes may be implemented; and
 - c. If disagreement exists, the Union will be given the opportunity to bargain to the extent permitted by higher authority. If agreement is not reached after five (5) workdays of negotiations, the Parties agree to follow mediation and impasse procedures.
2. If the proposed changes under this Article are made in response to any emergency or subject to requirements that leave Management no discretion, Management may put proposed changes into effect immediately and will notify the Union as soon as possible prior to implementation.
 - a. The Union will be given an opportunity to bargain over those changes which are not required by an emergency situation or by higher authority in accordance with 1.b. and 1.c. above.
 - b. The Parties will begin the five (5) workday negotiation period within two (2) workdays of receipt of the Union's proposals.
3. Negotiations over actions covered by this Article will be conducted on a case-by-case basis, i.e., for each reorganization and for each realignment. The above procedures are not required in cases where employees are merely reassigned to another supervisor without a change in duties, organizational structure, physical relocation, or if the impact is de minimis.

ARTICLE 19

COMPETITIVE SOURCING, CONTRACTING OUT, AND REDUCTION-IN-FORCE

SECTION A. CONTRACTING OUT PROCEDURES FOR COMPETITIVE SOURCING:

1. The Union recognizes Management's rights to make determinations to contract out and to determine the personnel by which Corporation operations shall be conducted.
2. If any proposed changes to working conditions or general conditions of employment for eight (8) or more employee occupied jobs are to be considered for performance by contracts, the following procedures shall be followed:
 - a. Management must provide the Union with notice sixty (60) days in advance of the proposed Government cost comparison. Such notice shall include a list of the bargaining unit positions involved in the cost comparison and a copy of the draft performance work statement to be used in the solicitation for the cost comparison. The Union may submit written comments on the draft performance work statement within fifteen (15) calendar days from the date it receives this data.
 - b. Management must provide the Union with the proposed schedule for conducting the Government cost comparison.
 - c. Management agrees to conduct the Government cost comparison in accordance with the Federal Acquisition Regulations.
3. Management agrees to establish an appeals procedure for informal administrative review of the initial cost comparison result.
4. If the result of the Government cost comparison favors performance under contract, the contract awarded will include a provision for the right of first refusal for employment openings under the contract for any Corporation employees who have been or will be adversely affected as a result of award of the contract. Management will ensure that every reasonable effort is made to place displaced CNCS employees in available Corporation positions for which they are qualified.

Should insufficient positions be available to absorb these displaced employees or if a determination is made that a displaced employee is unqualified for any existing open position, and the displaced CNCS employee(s) do not choose to apply for work under the contract, then the Reduction in Force process as outlined in Section B will be initiated.

5. The Union agrees to restrict disclosure of any of the information provided above to persons involved in the fact-finding process and to execute such confidentiality agreements as may be required under the Corporation's acquisition procedures.
6. If a contract is awarded, Management agrees to provide the Union a copy of the executed contract to the extent permitted by law.

SECTION B. REDUCTION-IN-FORCE AND FURLOUGH

Reduction-in-Force (RIF) is a management tool used to reduce the size of the Corporation's workforce when it is determined that voluntary methods will not accomplish the needed reductions. A RIF may be necessary because of contracting out; lack of funds; lack of work; reorganization; work and skills imbalances; or insufficient personnel ceiling levels. Employees in positions subject to RIF compete among other employees in the same pay band and competitive level or general schedule job and grade. Employees with the lowest retention standing will then be separated from the Corporation. A separation action is appealable through the negotiated grievance procedure for bargaining unit employees and to the Merit Systems Protection Board (MSPB) for non-bargaining unit employees to the extent that the appeal alleges that procedures were not properly administered. The decision to order a RIF or identify a particular position for elimination is not subject to appeal. RIF actions are conducted under the authority of 5 CFR Part 351. Furlough involves a temporary forced non-pay and non-duty status that is not for cause. Reasons for a furlough could include a shortage of funds or a lapse in appropriations.

1. Competitive Area

The Competitive Area is the organizational and geographic component within which employees may compete with other employees during a RIF. The Competitive Area is determined by management at the time the need for the RIF is decided.

2. Competitive Level

Competitive levels are groupings of similar positions in a competitive area that are in the same pay band, pay plan and occupational group and whose duties and qualifications are similar enough that the incumbent of one position could successfully perform the major duties of any other position within the same competitive level without any loss of productivity.

Competitive levels are further separated within a pay band according to the following categories: pay schedules (NX, NY), appointment authority (excepted vs. competitive), work schedule (full vs. part-time) and non-supervisory or supervisory.

For example, a competitive level may consist of all NY-3 Headquarters Program Specialists and another may be all NY-2 Unit Leaders in Sacramento.

3. Initial Round of Competition

When a position is identified for elimination, all employees in the competitive level for the position will be ranked on a retention register according to tenure group standing, veterans' preference, length of Federal service, and performance appraisals. The top tenure group, Group I, is for employees in general appointments who have completed probationary period requirements. The second group, Group II, is for employees in general appointments who have not completed their probationary period. Term appointees, indefinite appointees, and temporary appointees who have completed at least one year of continuous excepted service under a temporary appointment are classified in Group III. Other temporary appointees and discretionary appointees are not considered part of any tenure group and do not compete in a RIF. Within each tenure group, a subgroup standing is established based on veterans' preference for RIF. Veterans with at least 30 percent service-connected compensable disabilities are placed in the highest subgroup, Subgroup AD. All other veterans are placed in Subgroup A. Non-veterans are all placed in Subgroup B. Length of federal service is determined by the Service Computation Date for RIF. Additional service credit for performance will be computed in accordance with applicable rules and regulations. Employees whose last performance appraisal was Unsuccessful automatically drop to the bottom of the retention register. An employee with a performance-related adverse action in progress does not compete in this process.

4. Release from Competitive Level

An employee who is lowest on the retention register of a position to be abolished is released from the competitive level and separated from employment. If the incumbent of the abolished position is not the lowest standing employee in the competitive level, he/she will be reassigned to another position within the competitive level and the lowest standing employee will then be released from the competitive level. The Corporation will notify the employee by issuing a Specific Notice of Reduction-in-Force at least sixty (60) calendar days prior to the effective date of the separation. The Specific Notice will include the action to be taken and the effective date; the employee's competitive area; competitive level; subgroup; service computation date; where the employee can inspect the records and regulations pertinent to the separation action; reemployment rights; and appeal rights.

5. Use of Vacant Positions

When an employee is released from the competitive level, the Corporation, at its option, may use vacant positions to offer the affected employee an alternative to separation. When more than one employee affected by RIF meets all the basic requirements for a vacant position that will be offered, the offer will

go to the qualified employee in the competitive area with the highest retention standing. Assignment to a vacancy without a reduction in pay or band level is not an appealable action.

6. Appeal Rights

An employee who is separated, or reduced in pay or band level due to RIF, may appeal the procedural aspects of the action. The decision to conduct a RIF or the identification of and numbers of positions to be eliminated is not appealable or subject to outside review. Bargaining unit employees must appeal through the negotiated grievance procedure of the Corporation/CNCS Employees Union Agreement. Affected employees will be informed of their appeal rights in the Specific Notice of RIF.

7. Severance Pay and Pay Retention

In accordance with applicable laws and regulations, employees may be eligible for severance pay for a defined period of time if separated, or pay retention if placed in a vacant position in a lower pay band than occupied prior to the RIF, provided the employee occupied a position with a general or indefinite appointment.

8. Reemployment Rights

Employees separated as a result of RIF are entitled to one year of priority consideration for equivalent or comparable positions from the position vacated provided that the Corporation is recruiting outside candidates and the Corporation's budget and personnel ceiling can accommodate an outside appointment.

9. Outplacement

Any available outplacement assistance will be provided to affected employees at the time of the RIF.

SECTION C. FURLOUGH

Furloughs may be ordered, usually due to lack of funds or a lapse in appropriations. A furlough of thirty (30) calendar days or less will be effected by written notice to the employee from a Department Head and is appealable through the adverse actions procedure. A furlough of more than 30 days can only be ordered using retention standing under RIF procedures and will also be effected by written notice to the employee from a Department Head. Furloughs of more than 30 days are appealable as reduction-in-force actions.

ARTICLE 20

DISCIPLINE AND ADVERSE ACTION

SECTION A. Employees will be disciplined and/or subjected to adverse actions only for such cause as will promote the efficiency of the service.

SECTION B. Management and the Union agree that they share in the responsibility to make employees aware of those types of situations that could result in disciplinary actions (including reprimands) and/or adverse actions. Normally, where the safety, security, and integrity of the government and its officers, employees, and facilities are not at risk, constructive and progressive disciplinary procedures will be used. This means that where severe disciplinary and/or adverse actions might eventually be based on a series or pattern of minor offenses, each of the individual offenses will be dealt with by using disciplinary or adverse actions of increasing severity, including such measures as counseling, oral or written admonishments, written reprimands, suspensions, etc.

SECTION C. For adverse actions involving loss of pay, the employee will be given a written notice of proposed action stating the nature of the offense, the reasons supporting the proposed action, the penalty proposed, and the procedure for response. The notice will also state that the employee may review all the evidence considered by Management in preparing the notice and that the employee is entitled to Union representation in preparing and presenting his/her response.

SECTION D. The recipients of proposed adverse actions involving loss of pay shall have fourteen (14) calendar days to respond orally or in writing, or both, to the deciding official, who normally shall be a Management official above the proposing official.

SECTION E. The process for taking disciplinary or adverse actions is as follows:

1. An action is proposed to be taken no earlier than thirty (30) calendar days from the date of the proposal.
2. The employee may respond orally or in writing within fourteen (14) calendar days.
3. A decision is rendered after the fourteen (14) day reply period has expired.
4. The proposed action may be canceled, mitigated, or upheld by the deciding official (normally the next level supervisor). No decision is implemented until after the thirty (30) day proposal period has expired. The decision may actually take effect at any time after the thirty (30) day period.

SECTION F. Employees shall be entitled to a reasonable amount of official time for preparing and presenting their responses to proposed disciplinary actions and/or adverse actions.

SECTION G. Employees have the right to voluntarily resign from all employment with the Corporation prior to any disciplinary or adverse action taking effect. Disciplinary or adverse action takes effect when an employee receives a Decision issued by the Corporation on a preliminary or proposed disciplinary or adverse action. Employees invoking this right to resign shall be provided with up to two (2) weeks to prepare for their departure, unless the safety, security, or integrity of the government or its officers, employees, or facilities are at risk. During this time, employees may, at the discretion of their supervisor, be excused from their duties. A resignation prior to any disciplinary or adverse action being effected will be reflected on the employee's paperwork and in their Official Personnel File as a "Resignation."

SECTION H. The Corporation agrees that prior to taking an adverse action against an employee whom it believes to have alcohol, drug, physical or emotional problems, it will comply with all relevant federal laws, rules, and regulations and will offer a referral to the Employee Assistance Program. Upon request by the employee, requests for "reasonable accommodations" will be considered when supported by medical and/or other appropriate documentation.

SECTION I. Reprimands will remain in an employee's Official Personnel Folder for no more than one (1) year.

ARTICLE 21

GRIEVANCE PROCEDURE

SECTION A. COVERAGE AND DEFINITIONS For the purposes of this Article, a grievance is defined as any complaint:

1. By an employee concerning any matter relating to employment;
2. By the Union concerning any matter relating to the employment of any employee; or
3. By an employee, the Union, or the Corporation concerning: (a) the effect or interpretation or a claim of breach of this Agreement; or (b) any claimed violation, misinterpretation, or misapplication of any laws, rules, or regulations affecting conditions of employment.

SECTION B. EXCLUSIONS FROM THE NEGOTIATED GRIEVANCE PROCESS. Matters specifically excluded from the application of the grievance procedure contained herein this Article are those excluded by Federal statute and/or government-wide rule or regulation. Additional exclusions include but are not limited to:

1. any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);
2. retirement, life insurance, or health insurance;
3. suspension or removal under 5 USC § 7532 (relating to national security);
4. any examination, certification, or appointment; and
5. the classification of any position which does not result in the reduction in grade or pay of an employee.

SECTION C. CONSOLIDATION OF GRIEVANCES The Corporation and the Union agree that where several employees have filed grievances that involve the same issue or factual situation(s), the Parties may, by mutual consent, consolidate the grievances. All aggrieved employees shall be advised, in writing, by the Parties jointly, that the decisions on the consolidated grievance selected shall be binding on all parties to the grievance.

SECTION D. GRIEVANCE REPRESENTATION RIGHTS & RESPONSIBILITIES

1. Any employee, or group of employees, may present a grievance to the Corporation under this Article. However, the Union or its designated repre-

sentatives shall be the only representative used by an employee under this procedure, except that an employee may elect to represent him/herself.

2. An employee may, at any stage of the grievance, request and obtain representation either by the Union or reserve the right to represent him/herself. Any designated Union representative shall not be (1) a Management official, (2) a supervisor, (3) a confidential employee, (4) an employee engaged in personnel work in other than a purely clerical capacity, or (5) any other person for whom service as a representative would involve a conflict of interest.
3. The Union shall be notified and be given an opportunity to be represented at any formal grievance discussion conducted under the negotiated grievance procedure.
4. If an employee elects to represent him/herself, the Union shall be provided with a copy of any written decision at the same time as the employee.
5. When an employee chooses to be represented by the Union, all written correspondence related to the grievance shall be addressed to the representative. Both the employee and his or her representative, if any, shall remain free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of the employee's grievance.
6. An employee's representative will be entitled to official time for preparation and presentation of a grievance consistent with this Agreement. Normally, official time for presentation will be granted only to one representative. Employees will be entitled to a reasonable amount of official time to prepare and present grievances or to assist their representatives in preparing and presenting their grievances.

SECTION E. ADJUSTMENT OF GRIEVANCES

1. The adjustment of all grievances shall be consistent with the terms of this Agreement.
2. An allegation that the adjustment of such a grievance is inconsistent with the terms of this Agreement may be presented as an Institutional Grievance by the Union if the Union was not in a representational capacity during the grievance process.

SECTION F. PRESENTATION RIGHTS AND ARBITRATION RESTRICTIONS In presenting a grievance under this Section, an employee, or group of employees, is bound by, and may take advantage of, all provisions of this Article. However only the Union may invoke arbitration over any issue.

SECTION G. INFORMAL RESOLUTION OF GRIEVANCES

1. The Parties encourage employees and supervisors to resolve disputes informally but informal attempts will not toll the time limits for filing grievances.
2. The grievant and/or representative shall present the grievance to the lowest level Supervisor having authority to resolve the matter.
3. If resolution at this level cannot be achieved, the grievance may be presented to the next higher level of supervision as a final attempt to resolve the matter informally.

SECTION H. FORMAL GRIEVANCE PROCEDURE

1. Policy:

- a. A copy of all grievances shall be filed concurrently with the Labor Relations Officer, within the Office of Human Capital.
- b. If a grievance has been improperly filed under this Section, it shall be remanded to the grievant with a specific statement as to the deficiencies. The grievant shall have five (5) additional workdays to file the grievance properly.
- c. The grievance shall include the following:
 - (i) The grievant's name, title, and duty station;
 - (ii) A statement of the issue(s) and requested remedy;
 - (iii) Relevant supporting documentation;
 - (iv) A designation of representative, if applicable; and
 - (v) Information on any informal efforts to resolve the grievance.

2. First Step Processing:

- a. The grievant and/or representative shall present the grievance to the lowest level supervisor having authority to resolve the matter.
- b. The grievance shall be presented in writing within fourteen (14) calendar days for Headquarters employees, and twenty-one (21) calendar days for Field employees, from (a) the action giving rise to the grievance or (b) the time the grievant could reasonably be presumed to have knowledge of that action. These time limits will be extended only for good cause. Request for extensions must be in writing to the Labor Relations Officer.
- c. The responding official shall have fourteen (14) calendar days from the date the grievance is filed within which to issue a written response.

3. Second Step Processing:

- a. Within fourteen (14) calendar days of receipt of the first step response, the grievance may be referred to the next level of supervision.
- b. If the responding official at the first step is the Office Head, the second step grievance will be directed to the CEO or his/her designee.
- c. The appropriate management official will respond in writing, within twenty-one (21) calendar days. This decision will normally be at one level higher than the first step deciding official.
- d. At the grievant's or representative's request, the responding official shall meet to discuss the issue prior to issuing a decision.

SECTION I. DISMISSALS AND EXTENSIONS OF GRIEVANCES

1. Extensions of time limits in this Article may be granted for good cause, which may include approved leave, or by mutual agreement of the Parties.
2. Failure by either Party to issue a timely response at any level of the grievance procedure shall permit the other Party to advance the grievance to the next step.
3. If the original due date for filing or responding to a grievance falls on a day which is not a regularly scheduled workday (i.e. Saturday, Sunday, or holiday) the actual due date shall be the next regularly scheduled workday.
4. Absences of the grievant, his/her representative or the Corporation respondent or representative for good cause shall result in an extension of time equal to the length of the absence. Any costs resulting from such delay shall be borne by the Party requesting the extension. Availability of such an extension does not preclude the Parties from agreeing to proceed.

SECTION J. UNION INSTITUTIONAL AND MANAGEMENT GRIEVANCES

1. Union Institutional and Management Grievances shall be filed with the appropriate representative (Labor Relations Officer or Union President) and handled as one-step grievances and must be presented within twenty-one (21) calendar days of (a) the action giving rise to the grievance or (b) the time grievant (Union President or Chief Steward or Labor Relations Officer) could reasonably be presumed to have known of the action.
2. In any charge by one Party that the other violated 5 USC § 7116, that Party may submit the matter for priority consideration under this procedure or as an unfair labor practice charge, but not both.

3. The deciding Party will respond, in writing, within twenty-one (21) calendar days following receipt of any grievance under this section.
4. The official to whom a Union Institutional Grievance has been referred by the Labor Relations Officer will, upon request, meet with the Union representative no later than fourteen (14) calendar days after the grievance has been filed. The deciding official shall render a written decision no later than twenty-eight (28) calendar days after this meeting.
5. Upon receipt of a Management Grievance filed and referred under this Section, the Union President or other authorized Union official will, upon request, meet with the grievant no later than fourteen (14) calendar days after the grievance has been filed. The Union President shall render a written decision within twenty-eight (28) calendar days after this meeting.

SECTION K. OPTIONAL FILING OF GRIEVANCES UNDER STATUTORY OR NEGOTIATED GRIEVANCE SYSTEMS

1. Matters covered under these procedures and under certain statutory appeal procedures may, at the discretion of the aggrieved employee, be raised under either procedure but not both. The employee will be deemed to have exercised this option at such time as the employee files a notice of appeal under the applicable appellate procedure or files a grievance in a timely manner, in writing, under this Article. The matters for which this option exists are: (1) discrimination matters subject to appeal to the EEOC and (2) actions involving loss of pay that are subject to appeal to MSPB.
2. Grievances pertaining to issues subject to review by the MSPB may not be filed until the effective date of any action being grieved unless the employee elects to waive his or her right to MSPB review procedures or unless the employee chooses not to use the MSPB review procedures after the effective date of the action.

ARTICLE 22

ARBITRATION

SECTION A. The Parties understand and agree that arbitration shall not encompass changes in the content of this Agreement or policy or proposed changes in policy. The arbitrator shall have no power to add to, subtract from, or modify terms of this Agreement.

SECTION B. Either Party to this Agreement may, following receipt of a final decision under the Negotiated Grievance Procedure (Article 21), invoke arbitration. The Party invoking arbitration shall do so by means of written notice to the other Party no later than thirty (30) calendar days after receipt of a final decision under the negotiated grievance procedure.

SECTION C.

1. The arbitrator may be selected by mutual agreement of the Parties using a pre-determined, standing list of arbitrator candidates. However, if the Parties cannot agree on an arbitrator within seven (7) calendar days after arbitration is invoked, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of names of arbitrators. The Party invoking arbitration shall prepare the necessary paperwork for requesting such a list. Within seven (7) calendar days after receipt of such list, the Parties shall proceed to select an arbitrator from the list. Such selection shall be accomplished either by mutual agreement upon one of the names, or by alternately striking single names from the list (the Union striking first) until only one (1) name remains. The person whose name is thus chosen shall be the duly selected arbitrator; or at the election of both Parties, additional names may be requested from the FMCS.
2. The failure of the Party invoking arbitration to provide to the other Party a request to the FMCS for a list of arbitrators within twenty-one (21) calendar days after the invocation of arbitration shall serve to nullify the invocation of arbitration and dismiss the grievance. The failure of the requesting Party to begin the arbitrator selection process within twenty-one (21) calendar days after receipt of such list or additions to such list, without concurrence of the other Party for extensions of this time, shall serve to nullify the invocation of arbitration and dismiss the grievance.

SECTION D.

1. Questions regarding the grievability and/or arbitrability of matters must be raised as soon as either Party learns of the facts that it contends raise a grievability and/or arbitrability issue but no later than fifteen (15) calendar days prior to the commencement of any hearing on the merits. Such questions

may also be raised by either Party after the commencement of any hearing on the merits but prior to the conclusion of the arbitration process.

- a. Where either Party to the arbitration raises the issue of grievability and/or arbitrability prior to the commencement of any hearing on the merits, such an issue shall be heard prior to the commencement of any hearing that may occur on the merits.
 - i. If either Party raises the issue of grievability and/or arbitrability prior to the commencement of any hearing on the merits, such decision on the issue raised of grievability and/or arbitrability shall be rendered in writing by an arbitrator within twenty (20) calendar days following the conclusion of the hearing on the issue of grievability and/or arbitrability, if a hearing is so held.
 - ii. If a hearing is not held in accordance with D.1.a.i. above, such decision shall be rendered in writing by an arbitrator within twenty (20) calendar days following the deadline established by the arbitrator for receipt of the written submissions by the Parties on the issue of grievability or arbitrability.
 - b. Where either Party to the arbitration raises the issue of grievability and/or arbitrability during or after the hearing on the merits, and prior to the conclusion of the arbitration process, such an issue may be decided by the arbitrator together with, and at the same time as, any ruling on the merits of the subject of the arbitration.
 - c. Where the Parties have proceeded to a hearing on the merits, as noted in para. D.1.b. above, the arbitrator shall render his/her decision in writing within thirty (30) calendar days following the conclusion of the hearing when the Parties do not file with the arbitrator post-hearing brief submissions. In all other cases, the arbitrator shall render his/her decision in writing within forty-five (45) calendar days, or such reasonable time to allow the arbitrator to receive and review any post-hearing brief submissions, submitted by the Parties, prior to rendering his/her decision.
 - d. Where (a) the Parties agree or (b) an arbitrator finds that a grievance is not arbitrable, the Parties, by mutual consent, may request the arbitrator to issue an advisory opinion. In this event, the Parties shall share the arbitrator's fees for conducting a hearing and issuing an advisory opinion.
2. The arbitrator, in fashioning awards with respect to grievability or arbitrability issues and/or the merits of the subject at arbitration, shall also abide by any official MSPB and FLRA standards of proof and review the case law precedents (including the harmful error standard) and authoritative interpretations of federal laws, rules, and regulations proffered by either Party or known to the arbitrator.

SECTION E. The Corporation and the Union shall attempt to agree in writing upon the precise issue(s) to be decided, and shall submit a joint statement to that effect to the arbitrator, at least five (5) work days prior to the commencement of the scheduled arbitration hearing on the merits. If the Parties cannot agree on the issue(s) to be decided, each Party shall state in writing the issue(s) as it sees the issue(s), and submit the issue(s) proposed for submission to the Arbitrator for decision and to the other Party at least two (2) work days in advance of the commencement of scheduled arbitration hearing.

1. Regular Arbitration Process: If either Party so requests, an arbitrator shall direct that a hearing be held under procedures to be determined by the arbitrator and which may include pre and post-hearing briefs.
2. Expedited Arbitration Processes available to the Parties are as follows:
 - a. Disciplinary and adverse actions involving loss of pay may be processed through arbitration without going through the negotiated grievance procedure. The Union may invoke arbitration over these actions within twenty-one (21) calendar days from the employee being notified of the Corporation's decision to take action.
 - b. By mutual request of the Parties, the arbitrator may issue a decision and award, without a hearing, based on the information contained in briefs and appropriate written evidence and argument submitted by the Parties within twenty-one (21) calendar days following the deadline for submitting briefs. The decision shall not be precedential.
 - c. By mutual request of the Parties, the arbitrator may conduct the hearing as in a regular arbitration but there will be no transcripts or briefs. The arbitrator's decision shall be rendered within twenty-one (21) calendar days from the conclusion of the hearing. The decision shall be in writing but it may be limited to a brief statement. The decision shall not be precedential.
 - d. By mutual agreement of the Parties, the arbitrator will issue a bench decision in any of the instances in paragraphs 2.b. or c. above.

SECTION F. The arbitration hearing normally will be held in Corporation Headquarters in Washington, DC. The arbitration hearing normally will be held during the regular duty hours of the basic work week and Corporation employees participating shall be on official time. However, where the arbitrator may extend the hearing beyond regular hours of duty, credit hours shall be authorized in accordance with the provisions of controlling laws, rules, and regulations. Corporation employees testifying for either of the Parties will be made available on official time. Travel and per diem expenses for witnesses called by either Party shall be borne by that Party.

SECTION G. The arbitrator will be requested to submit a decision and award as quickly as possible, but in no event later than forty-five (45) calendar days following the conclusion of any hearing, unless the Parties mutually agree that more time may be allowed. The arbitrator's decision and award shall be directed to the Labor Relations Officer and the Union President.

SECTION H. Either Party may file exceptions to an arbitration award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

SECTION I.

1. The arbitrator's fee and expenses shall be borne by the losing Party for that phase of the arbitration process. Where there is no losing Party, the expenses shall be borne equitably as determined by the arbitrator. If either Party requests a transcript, it will bear the entire cost of the transcript. If the Parties jointly purchase transcripts (one set of transcripts for each Party), the cost shall be borne equally.
2. If the merits of a case are not decided because of a finding of non-grievability or non-arbitrability, the losing party on the grievability or arbitrability issue shall bear the entire cost of the case.

SECTION J. Any dispute over the application or implementation of the arbitrator's award shall be returned to the arbitrator for settlement.

ARTICLE 23

VOLUNTARY DUES WITHHOLDING

SECTION A. Management and the Union agree that members of the bargaining unit desiring to withhold union dues from their bi-weekly pay shall complete an SF-1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues) and be responsible for transmitting that form to the Office of Human Capital. Such allotments shall be made at no cost to the Union or employee.

SECTION B. Dues withholding may not be revoked for a period of one (1) year except under the following circumstances: 1) employee leaves the payroll; 2) employee is reassigned, transferred, or promoted to a position outside of the bargaining unit; 3) employee is suspended or expelled from membership in the Union; or 4) employee demonstrates significant financial hardship as determined by the Union.

Except as provided above, employee may not revoke dues withholding during the first year it is in effect. After a year, employees may revoke dues at any time by submitting a written request to the Office of Human Capital's payroll official. This revocation will be effective the first full pay period following the employee's anniversary date of dues withholding. Management agrees to provide the Union with a date-stamped copy of all revocation requests within fourteen (14) calendar days of the effective date.

SECTION C. When an employee's allotment is terminated under circumstances described in Section B(2) above, the employee will be required to submit a new SF-1187 for reallocation of dues withholding upon reentry to the bargaining unit.

SECTION D. The Union shall be responsible for supplying copies of SF-1187 to employees. The Union also agrees that Union dues withholding authorizations will not be solicited on official time.

SECTION E. Management shall be responsible for assuring that payroll deductions will begin following the second full pay period after the completed SF-1187 is received in the Office of Human Capital. Deductions will continue to be made until terminated as provided herein in Section B. of this Article.

SECTION F. In the event of a change in the regular union dues schedule, the amount deducted from salaries of members previously authorizing dues withholding will be adjusted upon certification of the change by a duly authorized officer or agent of the Union to the Labor Relations Officer or designee. This change will be made beginning with the second complete pay period which starts after the certification is received in the Payroll Office. A change in deductions may not be made more frequently than once every twelve (12) months. When an employee's dues rate changes because of a change in the employee's basic rate of

pay, the change in deduction will become effective at the beginning of the second pay period which starts on or after the effective date of the personnel action causing the change in rate of pay.

SECTION G. Upon request, a report will be sent to the Union President containing names of employees (in alphabetical order by organization) for whom dues were deducted, the biweekly pay rate, the amount withheld and the net amount due the Union. A copy of any fully executed termination or revocation document shall also be furnished to the Union.

ARTICLE 24

OFFICIAL TIME AND REPRESENTATION

SECTION A. The Parties affirm that Union representatives are employees of the Corporation and that the work of the Corporation has priority over all other matters. When the Corporation's work adversely impacts upon specific labor-management activity, all affected labor management schedules, deadlines, etc. may be adjusted by mutual agreement.

SECTION B. The Corporation agrees that internal Union business is not a matter of concern for the Corporation nor may it be lawfully conducted on official time.

SECTION C. The Parties agree that under law and this Agreement, Union officials and designated representatives are entitled to use official time for representational functions such as:

1. Discussing, preparing, and presenting concerns, grievances, discrimination complaints, and appeals with employees and/or Corporation representatives designated in this Agreement;
2. Preparing for and attending meetings with management regarding matters within the scope of bargaining;
3. At management's invitation, preparing for and participating on task forces, work groups, studies, and similar activities; and
4. Preparing for, and negotiating with, management over proposed changes in personnel policies, practices, and matters affecting working conditions.

SECTION D. Management agrees that employees will be notified of their right to representation when:

1. At a meeting between a supervisor and an employee, the supervisor reasonably believes disciplinary action could result; or
2. An employee is notified of any examination by a Corporation representative in connection with an investigation.

SECTION E. The Union shall have the opportunity to be represented at formal discussions between management and employees concerning grievances and personnel policies and practices or other general conditions of employment.

SECTION F. The Parties acknowledge that the Corporation has the responsibility to monitor the use of official time by Union representatives and the Union is

accountable for such time as a means of assuring compliance with this Article, statutory mandates of 5 USC § 7101, and Federal monitoring requirements. To this end:

1. The Corporation agrees to recognize the use of official time for representational purposes of two Union stewards for each Cluster and three at Corporation headquarters.
2. The Corporation also agrees to recognize the Union President, Vice President, and Chief Steward for the use of official time for representational purposes.
3. Only stewards designated by the Union and the President of the Union may represent the Union on matters related to grievances and appeals.
4. The Union will keep Management informed in writing on a quarterly basis with regard to the names of the Union officers and stewards and their respective areas of jurisdiction.

SECTION G.

1. The Union President and Chief Steward shall each be authorized up to fifty (50) percent of their time that would otherwise be in a duty status for representational activities. The Vice President shall be authorized up to fifteen (15) percent of his or her time that would otherwise be in a duty status for representational purposes.
2. Stewards shall each be authorized to use a reasonable amount (normally up to ten (10) percent) of their time otherwise in a duty status for representation activities. However, individual stewards will be authorized to use up to fifteen (15) percent of their time annually where justified by representational workloads and approved by their supervisor.
3. Before using official time, the Union representative must obtain approval from the immediate supervisor except for brief phone calls. In requesting time, the representative will estimate how much time away from the worksite is required and will leave a telephone number where he/she can be reached. Approval will be granted unless the representative's absence from work would cause a denial of annual leave if such a request were made.

SECTION H. The Union will be authorized a bank of 160 hours each calendar year to participate in or conduct training on matters directly concerning the collective bargaining relationship. An agenda must be presented to the Labor Relations Officer at least one (1) week prior to the training. Supervisory approval must be requested under Section G, No. 3 of this Article. Only designated Union representatives are eligible to use the training bank. During the first year of this contract, the President and Chief Steward will each be authorized up to sixteen (16) additional hours for training on this contract and each Steward

will be authorized eight (8) hours. Stewards who are appointed subsequent to the first year of this contract will be authorized an additional eight (8) hours for contract training.

SECTION I. The Union agrees to provide the Labor Relations Officer, at least annually, with a roster of Union officials. The Union further agrees to notify the Labor Relations Officer promptly of changes to the roster.

SECTION J. The Union agrees that when practical, the Union President shall notify management at least twenty-four (24) hours in advance of those having authority to represent the Union in meetings with Management.

SECTION K. Disputes over the use of official time will normally be resolved through the grievance process. This in no way limits Management's right to take immediate action in cases of misconduct or AWOL.

ARTICLE 25

UNION USE OF SPACE AND EQUIPMENT

SECTION A. The Parties agree that the provision of certain facilities, equipment, and services at no cost to the Union is in the mutual interests of the Union and the Corporation and can contribute to the more effective and efficient conduct of the public business. To this end, the Corporation agrees to provide to the Union the following facilities, equipment, and services under the conditions established herein:

1. On a continuing basis:
 - a. approximately 150 square feet of office space, with appropriate locking devices;
 - b. one (1) desk and swivel chair;
 - c. one (1) table and six (6) side chairs;
 - d. one (1) telephone;
 - e. one (1) computer and printer;
 - f. one (1) bookcase unit;
 - g. one (1) file cabinet with locking device; and
 - h. voluntary dues deductions.
 - i. one (1) fax machine
2. On an "as available" basis, access to photocopying machines, email, and facsimile equipment when necessary in conducting labor-management activities in accordance with this Agreement;
3. Upon request, one (1) file cabinet each for the Union President and Chief Steward or the Treasurer for the purpose of safeguarding Union files and records at their official work stations and, as available, a lockable file cabinet or desk drawer for each steward; and
4. Upon request, and subject to availability, the Corporation agrees to make meeting rooms available for meetings of Union members. Such facilities shall be made available at no cost to the Union.
5. The Corporation agrees to provide four conference calls per fiscal year for Union business meetings through the agency's conference call contract.

SECTION B. If there are any actual or anticipated additional costs, the Corporation shall provide the Union such information and allow the Union an opportunity to assume such costs.

SECTION C. Management will make a reasonable effort to provide adequate private space for Union officials use in discussing grievances and appeals with grievants.

SECTION D. The Corporation agrees to provide space on Corporation bulletin boards for use by the Union as well as space on the Intranet server. The Union agrees to comply with GSA regulations, the lease agreement, and Corporation Information Technology requirements. Management is not responsible for data lost due to technical or server problems.

SECTION E. The Union may (1) post materials on bulletin boards or (2) distribute printed material to unit employees at their desks or in public areas of the building. These postings or distributions may not take place during the duty hours of employees participating in such notification. Additionally, the Union may distribute representational material through the intra-agency mail and email system.

SECTION F. Upon no less than fifteen (15) workdays advance written request, the Corporation shall provide space, as available, to enable the Union to conduct a membership drive of one (1) week's duration per year during the life of this Agreement.

SECTION G. The Corporation agrees to provide a listing of all Union officers and stewards in each update of the Corporation telephone directory.

SECTION H. The Union may use the Corporation's intra-agency mail and email system for the purpose of facilitating Union-Management communications.

ARTICLE 26

MIDTERM CHANGES

SECTION A.

1. Where conflict between Corporation policy and this Agreement exist, this Agreement shall be controlling for bargaining unit employees.
2. If the Corporation determines changes should be made to personnel policies, practices, and matters affecting working conditions of unit employees, the Union will be notified in advance of the implementation of the changes and will be afforded an opportunity to bargain to the extent permitted by law.

SECTION B.

1. The Parties agree that changes made to existing Corporation rules or regulations covering personnel policies, practices, and matters affecting working conditions of unit employees shall be accomplished by submission by Management of the proposed changes or rules and regulations to the Union in writing. The proposal will include the proposed implementation date, manner of implementation, and schedule.
2. If the Union wishes to negotiate on the proposed change, it shall forward written proposals to Management within ten (10) workdays of receipt of proposed changes. If the Union agrees with the proposed changes or fails to respond within the time limit, the proposed changes may be implemented. If disagreement exists, Management and the Union will meet within ten (10) calendar days of the receipt of the Union's views to negotiate a resolution. If an agreement is not reached within five (5) working days, the Parties shall follow mediation and impasse procedures.

SECTION C.

1. If the proposed changes under this Article are made in response to any emergency situation or subject to requirements that leave Management no discretion but to act before bargaining, Management may put proposed changes into effect immediately and will notify the Union as soon as possible prior to implementation.
2. After implementing the emergency changes, the Union will be given an opportunity to bargain over those that are negotiable and are not required by the emergency or by higher authority, in accordance with Section B.2. above.

3. The Parties will negotiate for five (5) work days beginning two (2) work days after the Corporation receives the Union's proposals. If agreement cannot be reached after five (5) work days of negotiations, the Parties shall follow mediation and impasse procedures.

SECTION D. The Corporation agrees to notify the Union in writing of proposed physical relocations or alterations to work space affecting two or more employees. For those relocations or alterations involving a substantive change in conditions of employment, such notification will occur prior to notification of employees, will be sufficiently in advance of the date of any proposed changes to allow for any required negotiations on impact, and, as a minimum, will include floor plan and seating arrangements. All employees directly impacted by physical relocations and alterations will be notified two (2) workdays in advance and following any required negotiations.

ARTICLE 27

EFFECTIVE DATE AND DURATION

SECTION A. This Agreement shall remain in effect for three (3) years from the effective date.

SECTION B. Midterm renegotiation of Agreement articles may take place upon the first and second anniversary dates of the Agreement upon notice of either Party. Such notice shall be tendered in writing at least thirty (30) calendar days prior to the anniversary dates. Each Party may offer no more than two articles for renegotiation at each midterm renegotiation. In addition to these two, either Party may reopen the articles on performance appraisals and/or awards.

SECTION C. The Corporation or the Union may demand termination or renegotiation of the entire contract by submitting notice in writing at least sixty (60) calendar days prior to the third anniversary date. In the event the parties renegotiate the Agreement, the current terms will remain in effect until superseded by a new Agreement. In the event that neither Party submits a notice to renegotiate, the Agreement will automatically be renewed for a one-year period and from year to year thereafter.


SECTION D. The Corporation will post this agreement on the Corporation intranet site and provide the Union with one-hundred (100) printed copies.

**Signed and Effective this 19th day of October 2005,
in Washington, D.C.**

For the Union




Kelly L. Daly
President, AFSCME 2027



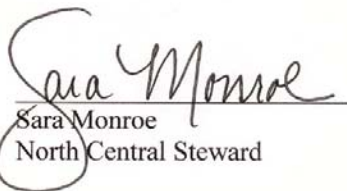
Lee Spencer,
Vice President



Crystal Biles
Executive Board Member




Ava Castañuela
Executive Board Member

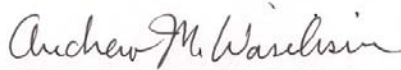


Sara Monroe
North Central Steward

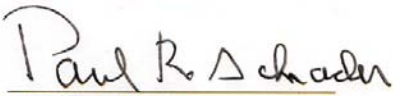
For The Corporation



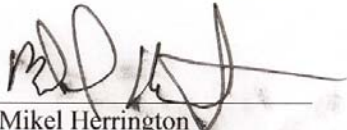
David Eisner
Chief Executive Officer



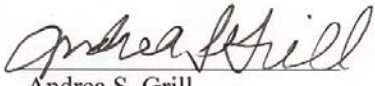
Andrew M. Wasilisin
Chief Negotiator



Paul R. Schrader
Area Manager



Mikel Herrington
Director of Operations, NCCC



Andrea S. Grill
Counsel