

MASTER LABOR AGREEMENT

BETWEEN THE
FINANCIAL MANAGEMENT SERVICES (FMS)
AND THE
NATIONAL TREASURY EMPLOYEES UNION (NTEU)



NTEU
The National Treasury Employees Union

2009

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Agreement
Between the
Financial Management Service
Department of the Treasury
and
National Treasury Employees Union

PREAMBLE

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

This Agreement is entered into by and between the Financial Management Service (FMS), and the National Treasury Employees Union (NTEU) as the exclusive representative of the employees in the bargaining unit as defined by the Federal Labor Relations Authority and reflected in Article 1, Recognition and Coverage.

Precedence of Law, Rule, and Regulation

Section 1

In the administration of all matters covered by this Agreement, the Parties are governed by the following:

1. Existing and future laws;
2. Government-wide rules and regulations in effect upon the effective date of this Agreement;
3. FMS/Department rules and regulations in effect upon the effective date of this Agreement and not in conflict with this Agreement;

4. Government-wide rules and regulations and FMS/ Department rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement.

Section 2

Provisions in this Agreement which are preceded by the phrase "the Employer has determined" are management determinations that have been included in this Agreement for informational purposes only. The Parties understand that such determinations may be changed by the Employer to the extent consistent with law; however, if such change impacts conditions of employment of bargaining unit employees, the Employer must notify and negotiate with NTEU as required by law. The Parties further understand that the Employer fully retains all management rights accorded by 5 USC §7106, and that nothing in this Article shall constitute a waiver of the Union's right to negotiate over the Employer's rules and regulations, to the extent permitted by law.

Section 3

Where the terms of this Agreement conflict with Government-wide or FMS/Department rules and regulations issued after the effective date of this Agreement, the terms of this Agreement shall be controlling.

ARTICLE 1

Recognition and Coverage

Section 1

The Financial Management Service, a component of the U.S. Department of the Treasury, also referred to as FMS, recognizes the National Treasury Employees Union, also referred to as NTEU, as the exclusive representative of bargaining unit employees at all FMS facilities.

Section 2

The following types of employees are included in the bargaining unit and are covered by this Agreement:

All General Schedule and Wage Grade employees, including part-time and intermittent employees, employed by Department of the Treasury, Financial Management Service at its Headquarters, Washington, D.C., and Hyattsville, Maryland, and the Regional Field Offices located at Birmingham, -Alabama; Kansas City, Missouri; Philadelphia, Pennsylvania; San Francisco, California; and Austin, Texas; excluding all professional employees, management officials, supervisors, contract employees, temporary employees with appointments of 700 hours or less and employees excluded in 5 USC §7112(b) (2), (3), (4), (6), and (7).

Section 3

When the term, employee(s), is used anywhere in this Agreement, it refers only to bargaining unit employees.

ARTICLE 2

Duration and Obligation

Section 1

A. FMS and NTEU will sign this Agreement within ten (10) workdays after it has been ratified by NTEU. After the Agreement has been signed by the Parties, it shall be delivered to the Department under 5 USC §7114(c), which provides that unless disapproved within thirty (30) days, the Agreement shall become effective on the 31st day after the Agreement was signed. In the event, as a result of agency head review, the entire Agreement, or provisions thereof, are disapproved by the Department, the Union may elect to reopen the entire agreement or portions thereof that were disapproved. In the event that a discrete portion(s) of the agreement is (are) disapproved, the disapproved proposals may, by mutual agreement, be severed from the agreement and the approved portion of the agreement may, by mutual agreement, go into effect. Without prejudice to NTEU's right to challenge a Departmental disapproval, the Parties will return to bargaining in an attempt to resolve disapproved provisions. If disapproved provisions are found negotiable by a third party; the language of the original agreement will be adopted, absent agreement otherwise.

B. The Parties will continue for the term of this contract the local agreements and past practices in force as of the effective date of this contract. To the extent that FMS' Manual of Administration, local agreements or past practices conflict with this contract, the provisions of this contract will govern.

Section 2

A. This Agreement shall remain in full force and effect for a period of four (4) years from the effective date. Annually, it will automatically be renewed on the anniversary of its effective date unless either party gives written notice to the other that it desires to terminate, amend or modify this Agreement. Such written notice shall be provided not earlier than 120 calendar days, and not later than 90 calendar days, prior to the anniversary of the effective date. Following notification, the designated national representatives for each party shall meet to arrange for ground rules negotiations, including whether or not bargaining will be interest-based. No later than sixty (60) calendar days prior to expiration of the MLA the Parties will meet to establish negotiating ground rules.

B. During renegotiations of this Agreement, all provisions will remain in effect until replaced by provisions of a new Agreement.

Section 3

This Agreement may be reopened at any time under the following circumstances:

A. By mutual agreement of the Parties;

B. To amend Articles or negotiate new Articles as required by law or controlling regulations. No changes shall be considered except those bearing directly on and within the scope of such law and regulation.

C. For a period of (30) days commencing on the two-year anniversary of the effective date of this Agreement, either party may reopen up to three (3) Articles of this Agreement. Negotiations will commence on all Articles opened by either party at a mutually agreed time, not later than sixty (60) days from the time of receipt of reopening notification.

Section 4

In the event that any provision of this Agreement is rendered invalid by the appropriate authority after the effective date of this Agreement, the entire Agreement will not be invalidated. All provisions not invalid will continue in full force and effect for the duration of the Agreement.

ARTICLE 3

Merit System Principles

Section 1

FMS and NTEU recognize and agree to abide by the merit system principles set forth in 5 USC Chapter 23. In this regard:

A. Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a workforce from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity.

B. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard for their privacy and constitutional rights.

C. Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.

D. All employees should maintain high standards of integrity, conduct, and concern for the public interest.

E. The Federal workforce should be used efficiently and effectively.

F. Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.

G. Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.

H. Employees should be:

1. Protected against arbitrary action, personal favoritism, or coercion for partisan political purposes; and
2. Prohibited from using their official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for election.

I. Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences:

1. A violation of any law, rule, or regulation; or

2. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 2

Merit System Principles shall not be abrogated based on sexual orientation.

ARTICLE 4

Prohibited Personnel Practices

Section 1

An employee affected by a prohibited personnel practice under 5 USC 2302 (b) (1) may raise the matter under a statutory procedure or the negotiated grievance procedure (Article 41), but not both.

Section 2

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

A. Discriminate for or against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, disabling condition, marital status, or political affiliation as prohibited under any law, rule, or regulation;

B. Solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of:

1. An evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
2. An evaluation of the character, loyalty, suitability of such individual.

C. Coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

D. Deceive or willfully obstruct any person with respect to such person's right to compete for employment;

E. Influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

F. Grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;

G. Appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in Section 3110 (a) (3) of this title) of such employee, if the position is in the

agency in which the employee serves as a public official (as defined in section 3110 (a) (2) of this official).

H. Take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment as a reprisal for:

1. A disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences:
 - a. A violation of any law, rule, or regulation; or
 - b. Gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.
2. A disclosure to the Special Counsel of the Merit Systems Protection Board, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences:
 - a. A violation of law, rule, or regulation; or
 - b. Mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public health or safety.

I. Take or fail to take any personnel action against any employee or applicant for employment as a reprisal for the exercise of any appeal right granted by any law, rule, or regulation;

J. Discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States; or

K. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in 5 USC §2301.

ARTICLE 5

Labor-Management Negotiating Procedures

Section 1

NTEU and FMS agree to be bound to the terms of this Agreement without regard to geographical location or organizational component. The Parties agree, as more fully expressed in Article 2, Duration and Obligation, that the terms of this Agreement shall remain unchanged during its entire term except by mutual consent of the Parties or as may be required by law.

Section 2

FMS rules, regulations, orders, or other formal directives or policies or local agreements between the Parties which are inconsistent with this Agreement are superseded, as of the effective date, and shall be amended to conform to this Agreement, or, in the meantime, deemed to conform.

Section 3

FMS will provide NTEU with written notice and an opportunity to negotiate with respect to changes in the working conditions of bargaining unit employees, except those changes covered elsewhere in the Agreement.

Section 4

A. FMS will provide notice to NTEU of FMS-wide changes in conditions of employment, or of changes in conditions of employment impacting more than one NTEU chapter by written notice to the NTEU National President. FMS will provide (15) workdays notice of such changes and NTEU will invoke its right to bargain prior to the end of the notice period. After NTEU invokes its rights to bargain, FMS will provide NTEU with all information necessary and relevant to the change as required by law. When NTEU has invoked its right to bargain and requested a briefing, NTEU will submit proposals within fifteen (15) workdays of the briefing.

B. When FMS proposes to make a change in the conditions of employment that is limited to one Local Chapter, the notice will be addressed to the Local Chapter President. FMS will provide fifteen (15) workdays notice of such changes and NTEU will invoke its right to bargain prior to the end of the notice period. After NTEU invokes its right to bargain, FMS will provide NTEU with all information necessary and relevant to the change as required by law. When NTEU has invoked its right to bargain and requested a briefing, NTEU will submit proposals within fifteen (15) workdays of the briefing. This does not give FMS the right to give local notice to any national pilot projects or studies being conducted in one facility.

C. NTEU may designate a number of representatives equal to the number of FMS bargaining representatives. NTEU will provide FMS with a list of designated representatives to be authorized use of official time.

D. Designated NTEU bargaining representatives shall be entitled to use Chapter Bank/Official time for preparation and negotiations as provided for in Article 9, Union Rights and Representation.

E. Each Party will designate a Chief Negotiator, who will be authorized by FMS and NTEU respectively, to represent and negotiate the matters for the respective Party subject to negotiation, consistent with law and the terms of this Agreement.

F. When an Agreement is reached, it will be typed in final form by FMS and signed by both Parties. Such agreements and/or understandings shall conclude negotiations on such matters subject to the provisions of Section 6 of this Article. FMS agrees to publish all such agreements and distribute a copy to each affected employee within fifteen (15) workdays of the effective date of the Agreement.

G. When NTEU invokes its right to bargain and requests a briefing concerning a proposed change in conditions of employment, the fifteen (15) workday period during which NTEU will provide proposals referenced in Sections 4A and 4B will commence the day following the briefing. In the event that NTEU requests additional information regarding the proposed change following the briefing, the fifteen (15) workday period during which to submit proposals shall begin on the first workday following the day FMS provided the requested information to NTEU or provided a response indicating that the information will not be provided and specified the basis for the denial of information.

Section 5

Both Parties agree to be bound to the resolution of submitted issues imposed by the formal dispute resolution procedures of the Civil Service Reform Act. If such decisions are inconsistent with the action taken by management, FMS shall conform to any such final resolution retrospectively to the extent required by law.

Section 6

A. FMS and NTEU agree that any local supplements to this Agreement shall not delete, modify or otherwise nullify any provision, policy or procedure in this Agreement; nor shall any provision in a local supplement be in conflict with any provision of this Agreement, law, directives of FMS, Government-wide regulations or outside authority binding on FMS. All local supplements shall be subject to the terms and conditions of this Agreement.

B. Local supplements shall be limited to solely local matters. Determination of other items which are National matters in scope shall be made mutually by the Parties at the National level. Subject matters for local supplements do not include such matters as:

1. Subject matter already contained in this Agreement;
2. Interpretation of and application of this Agreement; or
3. Subject matter that affects more than one local or has been the subject of bargaining at the National level.

Section 7

Any time limits cited in this Article may be extended by mutual agreement.

ARTICLE 6

Facilities and Services

Section 1

A. Upon advance request in writing to the local Administrative Officer or other designated FMS official (generally at least three (3) workdays) by NTEU, FMS agrees to provide space (if available) in the FMS facilities for NTEU meetings and internal elections. Employees attending these meetings and elections may only do so during non-working time. It is agreed that NTEU will comply with all safety, security, and maintenance requirements required by the FMS.

B. FMS agrees to provide each local NTEU Chapter in a Regional Field Office and each Headquarters building where stewards are located with one (1) lockable two drawer file cabinet. In addition, the Headquarter's Local Chapter will be provided with two (2) lockable four drawer file cabinets. NTEU officials shall be responsible for its use and condition. NTEU officials will sign a receipt for property provided for NTEU use.

C. FMS agrees to provide the following to each local NTEU Chapter in FMS:

1. The employer shall provide all existing and future FMS chapters of NTEU with at least one area of office space.

The space is provided for the exclusive use of NTEU and will be supplied with at least a desk, desk chair, three (3) regular chairs, a lockable file cabinet and an FTS telephone for union-management business. Each chapter will be provided with a computer and software capable of accessing FMS' electronic communication system. The Parties agree that the employer will provide enclosed office space.

The entitlement to more office space in those chapters that currently have more than one office, as of the effective date of this agreement, will not be effected by this Article of the contract.

2. The Parties shall negotiate locally over the placement and security of the NTEU offices. Any bargaining over an FMS facility relocation shall include the issue of the NTEU office.

D. FMS agrees to notify NTEU as far in advance as possible when any changes are to be made in their assigned space or other changes affecting arrangements made under the provisions of this Section. FMS will determine and make the best possible arrangements within the above stated options to accommodate NTEU needs within its available space and resources. None of the provisions in this Section will require FMS to acquire or construct additional office or private space.

E. NTEU officers shall be fully responsible for the use and condition of all allocated space and for safeguarding all Federal property provided for their use. NTEU is fully responsible for any and all unauthorized usage of telephones, electronic communications or other Federal property assigned to them. Government telephones and communication

systems may only be used for union-management business that includes communications related to employer-union business, but may not be used for internal union business.

Section 2

Upon reasonable advance request by NTEU to the local Administrative Office or other designated management official, FMS will provide, if available, a confidential meeting space at the local FMS location for employees to meet with an NTEU official and/or national field representative. The employee and/or NTEU official may use official time as provided for in Article 9, Union Rights and Representation, or the employee may use annual leave.

Section 3

- A. At each building, FMS agrees to provide NTEU with bulletin board space, with dimensions of approximately 2' x 3' on the central bulletin board. NTEU may title such space "NTEU Chapter _____." Such bulletin board space can only contain material which does not reflect adversely on the integrity or motives or impugn the character of any individuals, other labor organizations, Government agencies or activities of the Federal government. Such material otherwise will be removed promptly.
- B. In those buildings in which FMS occupies two or more floors, an NTEU Bulletin Board will be placed on each floor when not restricted or prohibited by the lessor in a location that is accessible to all employees.

Section 4

- A. NTEU may distribute material in non-work areas on the FMS' premises provided that both the employees distributing and receiving the materials are on their own time (before or after work hours, break period or lunch period) and that the contents of such material complies with Section 3 above.
- B. FMS agrees to permit NTEU to distribute material in work areas provided that: (1) the employee distributing the material is on his/her own time; (2) the distribution of such material does not cause a work disturbance; and (3) prior notification is given to the area supervisor, when practicable. It is understood that employees receiving such material cannot read it until they are on non-work time.
- C. If distribution is planned to take place in any commercial enterprises on the FMS premises (e.g., cafeteria), then the same approval required of FMS and other FMS groups must be secured.

Section 5

Upon advance request to the local Administrative Officer or other locally designated management official (at least two (2) workdays), an NTEU Field Representative or other NTEU official will be granted access to a meeting room, if available, at FMS locations, to meet with employees. Such visitors are subject to safety, security, and maintenance requirements.

Section 6

- A. NTEU use of agency copying equipment, including printers and fax machines for communications concerning union-management business is permitted. NTEU will abide by all FMS protocol for use of such equipment. NTEU will request advance approval for any large volume demands on the above equipment.
- B. NTEU's use of agency copying equipment, including printers and fax machines, for internal union matters is prohibited.

Section 7

FMS shall bear the cost of providing a copy of the contract to each bargaining unit employee and 100 to NTEU.

Section 8

- A. NTEU representatives will be permitted to address new employees during entry on duty (EOD) sessions. NTEU will have 30 minutes prior to the end of the session to address employees and explain the union, its status as exclusive bargaining agent, this Agreement and other matters concerning labor-management relations other than internal union business. NTEU may distribute material during its presentation and may have access to all appropriate audio/visual technology or devices where available for the purpose of presenting information.
- B. Representatives may attend sessions using official time as provided in Article 9 or may use non-duty time. NTEU shall normally have five (5) days notice of EOD sessions.

Section 9

FMS will provide each Local Chapter President with one copy of revisions of the Manual of Administrative via the FMS Intranet as well as email notification of updates and revisions pertaining to personnel policies, practices, and matters affecting working conditions. FMS agrees to provide access for local NTEU Chapter Representatives to review and/or copy requested portions of the Manual of Administration. Upon revision of a new FMS Manual of Administration, or its replacement, FMS agrees to give one copy of all such replacement or revisions pertaining to personnel policies, practices, and matter affecting working conditions to each Local and National Office for its own use. Within thirty (30) days of the effective date of this Agreement, FMS will give NTEU the Manual of Administration Chapters on personnel policies, practices and matters affecting working conditions.

Section 10

NTEU shall have access to the FMS' internal communication systems, which include: mail, e-mail, FMS Intranet, internet, fax, and telephone to communicate regarding labor management relations. NTEU will comply with all FMS rules and regulations concerning use of such equipment.

Section 11

NTEU has the right to refuse to represent non-members outside of the contract, e.g., statutory appeals of adverse actions and EEO complaints.

Section 12

It is the goal of NTEU and FMS to provide joint training on the new contract to all employees.

ARTICLE 7

Employer Rights and Obligations

Section 1

Pursuant to 5 USC §7106, FMS shall have the authority to:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- B. In accordance with applicable laws to:
 - 1. Hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 2. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - 3. With respect to filling positions, to make selections for appointments from:
 - a. among properly ranked and certified candidates for promotion; or
 - b. any other appropriate source; and
 - 4. Take whatever actions may be necessary to carry out the agency's mission during emergencies.

Section 2

Nothing in this Agreement shall preclude or require FMS to negotiate on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, on the technology, methods, and means of performing work within FMS.

Section 3

Nothing in this Article shall preclude the Parties from negotiating:

- A. Procedures which management officials will observe in exercising any authority under this Article; or
- B. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by management officials.

ARTICLE 8

Employee Rights and Obligations

Section 1

Each employee shall have the right to form, join, or assist any labor organization or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in law and this Agreement such rights include the right to:

A. Act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and

B. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2

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

Section 3

A. The initiation of a grievance in good faith by an employee will not cause any reflection on his/her loyalty or desirability to FMS. Employees and NTEU stewards who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter under this Agreement, be assured freedom from restraint, interference, coercion or discrimination. Pursuant to the Civil Service Reform Act and this Agreement, FMS will not impose any restraint, interference, coercion or discrimination against any employee in the exercise of his/her right to designate an NTEU steward for the purpose of representing to FMS any matter of concern over the interpretation or application of this Agreement of representing the employee to any Government agency or official other than the Employer.

B. Except as otherwise expressly provided in this Agreement or in the Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of views to officials of the Executive Branch, the Congress, or other appropriate authority.

C. The Parties recognize that this Section does not grant such employees, stewards, or NTEU officers any time under provision of this Agreement except as provided in Article 9.

Section 4

A. In the event of a difference of opinion between an employee and his or her supervisor on a matter pertaining to the way in which work should be done, the employee shall comply with the lawful instructions of the supervisor. The supervisor shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor. The employee shall have the option in such situations of referring the difference of opinion to the next level of management for resolution. Nothing in this section shall preclude the timely accomplishment of the supervisors' orders, directions or assignments.

B. When an employee is assigned, directed, or ordered to perform work not regularly performed by him/her, the supervisor will consider serious health reasons presented by the employee requesting an exemption from such assignment, direction or order.

C. The Parties recognize that, once an employee has complied with a supervisor's direction, order, or assignment, he/she could file a grievance, complaint (e.g., FLSA, ULP) or appeal (e.g., MSPB, EEOC) as appropriate to seek a remedy of any alleged violation of his/her rights.

Section 5

A. Notice to Employees

When FMS presents the employee with written notices specified in Section 5(B) of this Article, the employee will simultaneously receive a copy of that written notice which shall state at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU."

B. Section 5(A) of this Article applies to the following material:

1. Letters of proposed disciplinary actions;
2. Letters of final decision in any disciplinary action;
3. Letters of advance notice or decision to withhold a within grade increase;
4. Letters of advance notice or decision to impose a reduction-in-force;
5. Letters of advance notice or decision to downgrade an employee's classification;
6. Letters from EEO counselors stating why requested relief cannot be granted;
7. Letters denying outside employment requests;
8. Letters putting an employee on a flexitime or sick leave restriction;

9. Letters denying an employee advance annual or sick leave;
10. Letters transmitting the final decision of a fails expectations annual evaluation;
11. Letters denying a waiver of overpayment;
12. Letters denying a request for leave of more than three (3) days;
13. Letters denying an employee access to his/her personnel records;
14. Letters denying an employee's request to work part-time;
15. Letters regarding grievances;
16. Letters regarding statutory appeals not listed herein.

Section 6

Prior to beginning an investigatory interview, FMS shall inform the employee of the specific nature of the matter to be discussed and whether it involves or potentially involves criminal or administrative misconduct.

A. FMS agrees to inform employees, by distributing the FMS Statement of Acknowledgement (Appendix 8-1), of their right pursuant to 5 USC §7114 (a)(2)(B) to be represented by NTEU during an investigatory interview in connection with an investigation by the agency when:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
2. The employee requests representation.

If, during the course of an interview, an employee who is not initially the subject of an investigation provides information that would potentially make the employee the subject of the investigation, the employee will be advised orally or in writing of their rights.

B. A statement of such notice (5 USC §7114 (a)(2)) will be printed on the cover of this Agreement.

C. Where the subject of an investigation is being interviewed regarding possible criminal misconduct, the employee shall be entitled to all rights and protections provided by law. (e.g., Miranda Warning, Appendix 8-2 and Kalkines Rights, Appendix 8-3).

D. The subject of the interview will provide the verbal response to questions. When the person being interviewed is accompanied by a representative furnished by NTEU, the role of the representative includes, but is not limited to the following:

1. Clarifying questions

2. Clarifying answers
3. Assisting the employee to provide favorable or extenuating facts
4. Advising the employee

Section 7

FMS agrees to provide one (1) NTEU information card (if provided by NTEU) to each new employee. The card will be printed as noted in Appendix 8-4, which is available from the NTEU office.

Section 8

An employee may withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the resigning employee.

Section 9

Labor and management agree to treat each other with dignity and respect as detailed in Appendix 8-5.

Section 10

FMS and NTEU agree that employees may engage in partisan political activities to the extent allowed by law.

ARTICLE 9

Union Rights and Representation

Section 1

NTEU has been accorded exclusive recognition and is the exclusive representative of the employees in the unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit.

Section 2

A. It is understood by the Parties that by 5 USC §7114(a)(2)A, of the Statute, NTEU has the right (and shall be given reasonable notice to fulfill the opportunity) to be present at formal discussions between FMS and one (1) or more employees during which personnel policies and practices, grievances or other matters affecting general working conditions of employees are discussed. For all formal discussions, FMS will provide NTEU with advance written notice of at least two (2) workdays. This notice time period may be extended by mutual agreement of the Parties. This notice time period may be shortened if management is prevented from giving two (2) workdays notice due to an emergency.

B. The Local Chapter President or his/her designee involved will be given written notice as to the topics to be discussed at the formal discussion as well as copies of any relevant documents or other materials to be discussed.

Section 3

A.

1. FMS agrees to recognize all NTEU officers and stewards duly authorized by NTEU for which notice has been provided in accordance with paragraph C below. Each NTEU officer and steward shall be assigned to a specific geographic representational area. NTEU officers and stewards shall be employed within his or her geographic representational area and restrict his or her activities to that area. When seeking NTEU assistance during work hours under this Agreement, employees in a representational area shall receive such assistance only from the steward or chapter official in that geographic area.

2. Each field office will be entitled to one (1) chief steward and alternate. Headquarters will be entitled to one (1) chief steward located at PG Metro II and one (1) at Liberty Center.

3. For activities having unit employees assigned to second or third shift, one (1) additional steward may be assigned to cover each shift at each separate building at which such shift work is performed. The additional steward(s) must be an employee(s) on the second or third shift. In the event that there are no NTEU members available to serve as stewards on the second or third shift, NTEU may select a steward from another shift to represent employees on the second or third

shift with the understanding that there would be no impact and/or changes to the “selectee’s” pay or benefits as an FMS employee.

B. Chapter officers and stewards at each regional office or Headquarters are eligible to use Chapter bank/official time as provided for in this Article.

C. For each field office and Headquarters, NTEU will furnish, in writing to the respective local Administrative Officer or other designated management official, the names and specific assignments of each of the local NTEU officers and stewards. NTEU shall also notify this designated official in writing of the designation of change in assignment of stewards/officers or local representatives at least three (3) workdays prior to making any change of designation or using official time authorized under this Article.

Section 4

Membership solicitation and other internal NTEU business will be conducted by NTEU representatives and/or employees only when both are in a non-work status and prior notification given to the area supervisors. If such business is conducted in work areas during working hours, it is understood that there will be no significant disruption of the work process.

Section 5

Official Time, Chapter Bank Time and Administrative Time

- A. FMS recognizes that time spent in the conduct of NTEU/FMS business is spent as much in the interest of FMS as that of the employees. Such time may be designated as official time, chapter bank time or administrative time as outlined below. NTEU representatives who desire to use official and/or bank time as provided in the Article and elsewhere in this Agreement must make arrangements with their immediate supervisor before undertaking such activity and are solely responsible for recording the usage of such time in the agency’s automated time and attendance system (WebTA). (See Appendix 9-1)
- B. When an employee wishes to talk to or meet with a NTEU representative, the employee shall notify his/her supervisor in advance of his/her need to talk or meet with a NTEU representative. If the employee cannot be released from his/her work station, the supervisor will then specify the earliest available time for such a meeting or discussion for which the employee can be released. Employees shall not have the right to leave their work stations to seek out NTEU representatives while on duty (excluding breaks) without prior supervisory approval.
- C. NTEU representatives or employees engaged in activities authorized under this Article will make arrangements with their immediate supervisor when requesting to use official time and/or leave their work area. Such arrangements should allow the supervisor to contact the representative or employee, if necessary. Except when precluded by work requirements or work schedules, the supervisor will honor such requests.

The NTEU representative will also inform his/her supervisor of the time by which they expect to return to duty and where they will be located.

(1). By mutual agreement, the steward and immediate supervisor may devise any notification procedures that meet the requirements of this section, as long as it is properly recorded in WebTA.

(2). In the event an NTEU official cannot be released at the time requested, the supervisor will specify the earliest available time when the NTEU representative can be released for such a discussion or meeting.

(3). In no case will an employee be required to tell a supervisor why he/she wishes to contact or meet with an NTEU representative. However, the employee will always inform the supervisor of the approximate time he/she will be away from the work site, the approximate time when they will be returning, and where they may be located.

(4). An NTEU representative will be permitted to contact/meet with an employee unless the employee's and/or NTEU representative's absence would create a severe workload problem. If the employee cannot be released, the supervisor shall specify in writing: (a) the specific reason for the denial and (b) the earliest time available when the employee and/or NTEU representative can be released to carry out their rights and duties. The NTEU representative shall notify the employee's supervisor before contacting or meeting with an employee on duty.

(5). If the meetings referenced in paragraph B and C above are postponed for more than one (1) workday, the Parties agree that the deadlines for filing a grievance or other complaint shall be extended for as many days as the meetings had to be postponed.

D. Official Time

The local NTEU representative(s) shall receive reasonable amount of official time for the following purposes:

1. Meetings with FMS concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 USC §7114(a)(2)(A);
2. Meetings to discuss or present unfair labor practice charges or unit clarification petitions;
3. Meetings for the purpose of presenting replies to proposed termination of probationers;
4. Oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions;
5. Meetings to present appeals in connection with statutory or regulatory appeal procedures in which NTEU is designated as the representative;

6. Meetings for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;
7. Examinations of employees in the unit by a representative of FMS in connection with an investigation if:
 - a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
 - b. The employee requests representation.
8. Grievance meetings and arbitration hearings;
9. Meetings of committees on which NTEU representatives are authorized membership pursuant to this Agreement;
10. Using travel time in connection with authorized representational functions described in this Section;
11. Meetings with FMS for the purpose of hearing an employee's grievance over that employee's appraisal;
12. Negotiations with FMS;
13. Participation in an Authority investigation or preparation for a hearing as a representative of NTEU;
14. To the extent permitted by law, participation in NTEU conducted training designed primarily to further the interest of government by bettering the labor-management relationship, where the agenda has been reviewed in advance by FMS and the amount of time has been approved. FMS will change the tour of duty of an employee whose assigned tour of duty does not coincide with the hours of training class. In the event the Parties are unable to agree upon a reasonable amount of time for a specific training event, NTEU may use bank time and address the dispute through the streamlined grievance and arbitration procedures of this Agreement. The Parties also agree that NTEU's use of "official time" for training under this Contract includes training to promote an understanding of the legislative process;
15. To participate in other third Parties proceedings, to the extent authorized by governing law, regulations, and/or this Agreement;
16. To attend OSHA Field Council meetings;
17. Communications with management, whether written, electronic, or telephonic.

Where a dispute arises over the reasonableness of the amount of time to used referred to above, the NTEU representative will be permitted to charge the absence to Chapter Bank time pending resolution.

E. Chapter Bank Time

For each unit employed in a local Chapter, a total of 2.25 hours of official time (known as Chapter Bank Time) per year will be credited to each local Chapter annually, on January 1 of each year. However, the total amount of chapter bank time for any local chapter shall not exceed 1,333 hours per year regardless of the number of unit employees.

1. Such Chapter Bank Time is to be used for the following purposes:

- a. To confer with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;
- b. To prepare grievances;
- c. To prepare witnesses in any proceeding for which official time is authorized;
- d. To review documents of FMS (copies of documents which are relevant to the matter being investigated will be provided to the NTEU steward upon request and in accordance with law.)
- e. To prepare a reply to a notice of proposed disciplinary, adverse or unacceptable performance action;
- f. To prepare for arbitration;
- g. To prepare a reconsideration statement in connection with the denial of a within-grade increase;
- h. To meet with national staff representatives of the NTEU in connection with a proposed or actual grievance, arbitration or ULP charge;
- i. To travel to and from meetings for which the steward receives bank time;
- j. To prepare comments and gather information about elements and standards pursuant to Article 15 of this Agreement;
- k. To prepare for local and national Labor-Management Relations Committee meetings and local and national negotiations;
- l. To prepare and maintain records and reports required of NTEU by Federal agencies;
- m. To maintain NTEU office hours (it is recognized that Chapters with 1,000 or more unit employees will generally maintain full-time office hours and all other NTEU Chapters shall maintain office hours as agreed to with local management officials);
- n. To contact members of Congress and their staffs to discuss legislative and related matters affecting the agency and its employees.

- o. Participate in any other activity for which the Statute allows employees to use official time.
2. Such chapter bank time may not be transferred between local chapters. Up to 250 hours of unused chapter bank time shall be allowed to accumulate annually.
3. When a Chapter uses 70% of its allotted bank time, it can enter into negotiation with local management for more bank time provided that evidence of reasonable and judicious use is demonstrated. If no agreement is reached within fifteen (15) calendar days after notice is served on FMS by NTEU of their desire to negotiate, NTEU can invoke arbitration by serving a second letter on FMS. Either or both Parties will then contact an appropriate umpire who will be retained to resolve these disputes. The umpire will assist the Parties to reach agreement through appropriate means including the issuance of a final and binding arbitration award.

Administrative Time

F. Administrative time will be granted to any bargaining unit employee who is not designated as an NTEU representative or steward, but who participates at the request of NTEU in any of the activities listed in Section 5 above.

G. FMS shall pay travel and per diem, pursuant to Article 28 of this Agreement and applicable laws and regulations, for all activities for which official time, bank time, or administrative time is authorized under this Section.

H. Each NTEU Steward shall be given twenty-four (24) hours of official time annually and Chapter Presidents and Chief Stewards will be given forty (40) hours of official time annually for NTEU sponsored training. Any additional time needed for training shall be comprised of bank time. It is stipulated that such training is designed to further the interest of the Government by bettering the labor-management relationship, and that the absence would not create a workload problem. Training which deals with internal NTEU business (e.g., the solicitation of membership or dues etc.) will not be approved. Written requests for such bank time shall include a brief description of the training agenda and will normally be submitted to the local administrative official or other designated management official at least two weeks in advance.

Section 6

The Local Chapter President or his/her designee shall be provided with sanitized copies of all letters of proposed disciplinary and adverse actions as they are issued.

Section 7

A. FMS agrees to furnish quarterly to the designated NTEU National representative (for its internal use only) a list of bargaining unit employees which will contain their name, grade position, title, work locations and email address. A copy of this list will also be provided to each Local Chapter for unit employees in that respective Regional

Field Office or Headquarters. This list will be provided via electronic media as agreed to by the Parties.

- B. FMS agrees to furnish each NTEU Chapter President on a quarterly basis a WebTA summary report reflecting all time charged within his/her jurisdiction.

ARTICLE 10

A-76 Contracting Out

Section 1 – Notification

A. FMS agrees to notify the affected NTEU chapter and affected employees within ten (10) days of a decision to conduct an A-76 cost comparison review and to periodically keep them informed of its progress.

B. FMS shall serve the National NTEU and affected NTEU chapters with notice of the FMS determination that the cost comparison will result in the award of a contract within five (5) workdays of the determination.

C. Within ten (10) workdays of the FMS determination that a cost comparison will result in an award to a Contractor, FMS will provide both National NTEU and the affected chapters with the cost comparison form, the name of the successful bidder, and a summary description of the most efficient organization.

Section 2 – FAIR Act

FMS is responsible to submit a list of activities that are not inherently governmental under the FAIR Act to the Department and subsequently to the Office of Management and Budget each year on dates specified by those organizations. It is an FMS responsibility to determine which positions shall be included on the list with the appropriate input from NTEU, if they so choose. NTEU consultation input into that list will occur through the FMS National Partnership Council.

Section 3 – Reassignment/Training

FMS has determined to eliminate or minimize any potential adverse impact through reassignment or training and to take other reasonable actions to protect bargaining unit employees.

ARTICLE 11

Dues Withholding

Section 1 – Eligibility

This Article permits eligible employees who are members of NTEU to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees who:

- A. Are members in good standing with NTEU.
- B. Have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues.
- C. Receive compensation sufficient to cover the total amount of the allotment.

Section 2 – NTEU Responsibilities

NTEU agrees to assume responsibilities for:

- A. Informing and educating its members on the voluntary nature of the system for union dues allotment, including the conditions under which the allotment may be revoked.
- B. Purchasing and distributing to employees Standard Form 1187.
- C. Forwarding properly executed and certified Standard Form 1187(s) to the Human Resources Division on a timely basis.
- D. Forwarding employee revocations (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Human Resources Division, or equivalent, when such revocation is submitted to NTEU.
- E. Informing the Human Resources Division, or equivalent, of the name of any participating employee who has been expelled or ceases to be a member in good standing with NTEU within ten (10) workdays of the date of such final determination.
- F. Informing the Human Resources Division, or equivalent, of any change in the formula for membership dues.
- G. Returning magnetic tape(s) with protector to the NFC as soon as possible.
- H. Informing FMS of changes in certification and remittance procedures as listed in Section 3.

Section 3 – Certification and Remittance

Certification and remittance procedures shall be as follows:

- A. Dues will be wire transferred to the bank account designated by NTEU.
- B. Dues tapes, or the electronic equivalent, will be mailed to the Director of Information Systems, National Treasury Employees Union, 1750 H St., NW, 8th Floor, Washington, DC 20006.
- C. NTEU National President or any chapter officer who has submitted proper notification to the Human Resources Division, or equivalent, is authorized to make the necessary certification of Standard Form 1187.

Section 4 – FMS Responsibilities

FMS agrees to be responsible for processing voluntary dues allotments of dues in accordance with this Article. FMS will:

- A. Upon receiving a properly certified Standard Form 1187, Human Resources Division, or equivalent, stamps the date received on the back of the form.
- B. Provide information to NFC for withholding dues on a biweekly basis.
- C. Authorize NFC to provide biweekly, sufficient magnetic tape reels to contain information on the Record Format, Record Format Positions, and the total gross amount deducted for all employees, and the net amount remitted.
- D. Discontinue allotments when required by OPM and Department of the Treasury regulations.
- E. Authorize NFC to withhold new amounts of dues upon certification from the NTEU National President as long as the amount has not been changed during the past twelve (12) months.
- F. Authorize transmittal of remittance checks to the allottee designated by NTEU.
- G. Authorize transmittal of magnetic tape reels pursuant to Section 3.B. of this Article to NTEU or its designee.
- H. Upon receiving the properly executed Standard Form 1188 or other revocation document, the Human Resources Division, or equivalent, stamps the date received on the form or other revocation document.
- I. Will provide local NTEU Chapters a copy of Standard Form 1188 or other revocation documents received in the Human Resources Division, or equivalent, within three (3) workdays. A copy of the form need not be provided to NTEU if it was initialed by the Chapter President or designated official when submitted to the Human Resources Division.
- J. Provide NTEU National an electronic file each April and October which will contain

the names, grades and steps, position titles, divisions, branches, sections, posts-of-duty, job position series, whether CSRS or FERS, Service Computation Date (SCD), appointment types (career, career conditional, temp. term, etc.), work schedules (full time or part time) for all employees in the unit.

Section 5 – Allotment Changes

The Parties to this Agreement agree that the formula for dues to be deducted as allotments from compensation may not change more frequently than once each twelve (12) months. NTEU will pay no fee for these services.

Section 6 – Overpayments

A. Each pay period, the Employer will forward a copy of any bill for dues overpayments, with an accompanying document prescribed by the Debt Collection Act of 1982, to the Administrative Controller, National Treasury Employees Union, 1750 H Street, NW, 8th Floor, Washington, DC 20004. This bill will identify amounts that were reimbursed to the employee as a result of dues withholding, and the pay periods in which the overpayments were made to NTEU. The document accompanying the bill will include a statement that debts due to the government for more than thirty (30) days are subject to interest, to the extent required by law, as well as Treasury Department policy regarding the assessment of other fees if delinquent. The bill sent to NTEU will request payments be made payable to “U.S. Department of Agriculture” and will specify that the payment and a copy of the bill be mailed to an address designated on the bill for the USDA National Finance Center. The right of NTEU to request a waiver of overpayment in accordance with 4 CFR 101 or to dispute the amount of the overpayment will also be contained in the accompanying document. A copy of the bill and accompanying document will be forwarded to the Human Resources Division, or equivalent, for use in determining the start of the period for requesting waivers by NTEU.

B. Upon receipt of the amount due from NTEU the accounts receivable for the applicable pay period will be closed. If a waiver or partial waiver of overpayment is requested timely by NTEU, the Employer will suspend collection of the amount in question pending adjudication by the Employer in accordance with 4 CFR 101. The personnel office that processed the request for waiver will notify the local NTEU Chapter of the determination.

Section 7 – Errors in Withholdings

A. The total error in the amount of dues withheld shall be adjusted as soon as practical after the error has been detected by FMS or written notification of an error is received from NTEU or an employee.

B. When an underpayment to an employee results in an overpayment to NTEU (i.e., FMS fails to timely terminate dues withholding after receiving a properly submitted employee request), FMS will refund the payment to the employee in accordance with Section 6.A. of this Article.

C. When FMS fails to commence dues withholding timely or otherwise fails to remit

dues owed, FMS will pay the full amount to NTEU and recoup the funds from the employee salary through an adjustment subject to the employee's right to seek waiver of over payment. When the total amount owed by the employee is less than twenty-five (\$25) dollars, the entire amount will be withheld in one (1) pay period, to the extent it does not exceed fifteen (15) percent of disposable pay. When the total amount owed by an employee is more than twenty-five (\$25) dollars, the deductions will be made in accordance with the Debt Collection Act.

D. When an adjustment is made to an employee's salary to recoup dues withholding and the amount to be deducted is twenty-five dollars (\$25) or more, the employee will be issued written notification by the USDA National Finance Center of the FMS' intent to offset in accordance with the Debt Collection Act of 1982. This notification will contain information relating to the amount and nature of the debt and additional information required by the Debt Collection Act of 1982 as implemented in 31 CFR Part 5, Subpart B. When an adjustment is made to an employee's salary to recoup dues withholding and the amount to be deducted is less than twenty-five dollars (\$25), the employee will be given a written explanation stating the amount to be withheld and the pay period in which the adjustment will occur. This notification will be prepared by the Human Resources Division. This notice shall notify employees that:

1. They have the right to request a waiver of overpayment pursuant to 4 CFR Part 91.
2. Denials of employee requests for waiver of overpayment will be subject to the grievance procedure as outlined in Article 41 of this Agreement.

E. FMS and NTEU will resolve disputes arising out of dues withholding situations at the local level. If the matter is not resolved, either party may invoke expedited arbitration in accordance with Article 43.

F. Upon request, FMS will request the NFC to delay recouping overpayments, even though the Parties recognize that the agency has no authority, or control over the delay from an employee until a final resolution has been reached regarding any and all requests for waiver of the overpayment and any and all appeals of denials of such requests.

Section 8 – Effective Dates

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

A. Starting dues withholding - beginning of first full pay period after date of receipt of a properly executed and certified Standard Form 1187 in the Human Resources Division, or equivalent.

B. Change in amounts of dues - beginning the first full pay period after receipt of certification in the Human Resources Division, or equivalent.

C. Revocation after one (1) year membership - Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the Human Resources Division, or equivalent, during the month of July. Revocations will

become effective during the first full pay period in September. Employees may at their option provide a copy of the Standard Form 1188 to the NTEU Chapter President or designated official or submit it directly to the Human Resources Division, or equivalent.

D. Revocation before one (1) year anniversary of membership - Revocation notices for employees who have not had dues allotments in effect for one (1) year must be submitted on or before the one-year anniversary date. Employees may at their option provide a copy of the Standard Form 1188 to the NTEU Chapter President or designated official or submit it directly to the Human Resources Division, or equivalent. The Standard Form 1188 will become effective the first full pay period after the employee's anniversary date.

E. Termination due to loss of membership in good standing - beginning of first full pay period after date of receipt of notification in the Human Resources Division, or equivalent.

F. Termination due to separation or movement out of the exclusive bargaining unit - A final deduction will be made for that pay period in which the action is effective.

Section 9 – Movement of Employee to Bargaining Unit Position

A. If an employee moves from a bargaining unit position in one (1) appointing office within FMS to a bargaining unit position in another FMS appointing office, dues withholding will not be canceled. Dues withholding will be automatically transferred by FMS to the NTEU chapter of jurisdiction in the same pay period as the permanent reassignment is effective. The Standard Form 1187 is no longer in effect and should not be processed by FMS under any circumstances.

B. Employees who leave the unit temporarily will have the withholding suspended and will have the withholding automatically continued once they return to the unit.

Section 10 – Dues Tapes

A. The Employer's biweekly dues tapes will indicate the following information:

1. Whether the employee retired or separated.
2. Whether the employee is continuing to be carried in non-duty status.
3. Whether the employee is full time, part time, seasonal, intermittent, term, temporary, permanent, or career conditional.
4. The geographic locality of each employee used to determine the appropriate locality pay.
5. The base pay of each employee, his or her grade and step, pay structure (for example, general schedule or wage grade, etc.) and total dues withheld.
6. The national dues withheld, local dues withheld, and total dues withheld.

B. FMS will provide, on a biweekly tape, a list of bargaining unit employees who were dropped off the bargaining unit list since the previous biweekly tape and an explanation of why they were dropped.

C. A list of applicable codes and their meaning is included as Appendix 11-1.

Section 11 – Discretionary Allotments

Employees may elect as many as six (6) additional allotments (which are not savings allotments) that employees may use to have additional voluntary deductions withheld from their pay. Such discretionary allotments may be used, consistent with regulations, for various purposes such as insurance, NTEU Political Education Fund, day care facilities jointly sponsored by FMS and NTEU, or other union related benefits that may be offered by NTEU.

Section 12 – Duration of Article

This Article shall remain in full force and effect after the expiration of this Agreement or until such time as a new Agreement is reached.

ARTICLE 12

Labor-Management Relations Committees

Section 1

NTEU and FMS recognize that the frank, open, and regular exchange of information and viewpoints between the Parties is essential to promote and maintain sound labor-management relations. To this end, both Parties agree to work cooperatively and productively to enhance that relationship, improve efficiency and effectiveness of FMS, and promote positive employee-management relations. Accordingly, the Parties agree to meet and discuss a wide range of matters of concern to the Parties, the administration of the Agreement, and general matters affecting working conditions of bargaining unit employees in FMS.

Section 2 – National Labor-Management Committee

A. FMS agrees to meet every six (6) months with the national representatives on issues of present and future concern relating to general labor-management relations in FMS. NTEU will submit to the Labor Relations Officer in writing the names of the Chapter Presidents (or their designees) and any national representatives who will be attending at least ten (10) workdays in advance of such meetings. The total number of NTEU representatives from FMS shall not exceed five (5). NTEU may also designate additional national representatives to attend such meetings. Additional unit employees may also attend by mutual agreement. The total number of NTEU representatives and unit employees at these meetings shall not exceed twelve (12), unless otherwise mutually agreed upon.

B. NTEU representatives who are FMS employees designated in Section 2(A.) will receive official time to attend and participate in these meetings, and to travel to these meetings.

C. National Committee meetings may be rescheduled or canceled by mutual consent. The first National Committee meeting will be held six (6) months after the effective date of this Agreement on the first mutually agreeable date available. FMS shall be responsible for securing facilities for these meetings.

D. Agenda items for such meetings will be submitted at least ten (10) workdays in advance of each meeting by each Party and will be in sufficient detail to permit the other Party to prepare for the meeting. Agenda items are subject to change or additions by mutual consent. If no agenda items are submitted, then the meeting shall generally be canceled.

E. In an effort to promote full and open exchange, the Parties will attempt to prepare a joint summary of the meeting which shall be approved and signed by FMS and NTEU. The summary will be prepared by FMS.

F. FMS agrees to pay appropriate travel and per diem expenses for up to four (4) NTEU representatives who are FMS employees to attend each national LMRC meeting. No additional travel and per diem will be paid for any other Service employees who attend these meetings. All travel and per diem provided will be requested and paid in accordance with the provisions of Article 28, Travel, of this Agreement.

G. At National Committee meetings, participants will receive joint training designed to enhance labor-management relations at FMS. Local LMRCs may participate in such training via teleconference or video transmission.

Section 3 – Local Labor-Management Committees

A. FMS agrees to meet bi-monthly with the Local President and Chief Steward (or their designees) and up to two (2) other NTEU representatives at the local level on issues of present and future concern to local management and/or NTEU. This number may be increased by mutual consent. Discussions will include general labor relations, and matters relating to day-to-day administration of the Agreement, such as current grievance decisions and case law to facilitate an understanding of current labor relations matters applied to daily operations.

B. FMS and NTEU at the local level may combine the meetings in paragraph A above with partnership meetings. The Parties will determine if the same goals expressed in paragraph A above may be met by combining these meetings.

C. Provisions for the agenda and summaries of the meeting shall be the same as for National LMR meetings. If no agenda items are submitted, the meeting shall normally be canceled.

D. All NTEU representatives who are FMS employees shall receive official time in accordance with the provisions of Article 9, Union Rights and Representation.

Section 4

Nothing in Sections 1, 2, or 3 shall preclude the Parties from meeting more frequently or from scheduling special sessions where the urgency, complexity, or need requires it.

Section 5

FMS and NTEU shall fairly and accurately present factual information in these meetings and will take immediate action to correct errors.

Section 6

It is understood by the Parties that LMR Committee meetings shall not consider individual grievances, complaints, or appeals. However, this shall not preclude discussion of general FMS wide personnel policies or practices when appropriate that may give rise to future grievances, complaints, or appeals so that preventive action(s) may be developed.

Section 7

Following National LMR Committee meetings, the Parties will mutually assess the degree to which these meetings have promoted and encouraged better communications, have facilitated cost-effective resolution of problems, and have served to develop a stronger, positive and cooperative relationship between FMS and NTEU.

ARTICLE 13

Merit Promotion

Section 1

The purpose of this Article is to ensure that all competitive promotions and certain other placement actions to bargaining unit positions, as set out in the coverage and exclusions in Section 2 of this Article, are made on a merit basis by means of systematic and equitable procedures. As established by the Civil Service Reform Act of 1978, the provisions of this Article do not preclude consideration of applicants from outside FMS, or from any other appropriate source. Actions under this Article shall be made without regard to political affiliation, religion, race, color, gender, sexual orientation, national origin, or non-disqualifying physical or mental disabling condition. The provisions of this Article must comply with the requirements of the Career Transition Assistance Plan (CTAP) and Interagency Career Transition Assistance Plan (ICTAP) programs as defined in statutes and regulations.

Section 2

A. It is understood that this Article does not apply to:

1. Non-bargaining unit positions;
2. Promotion based on Office of Personnel Management approved training agreements;
3. Promotion pursuant to priority consideration;
4. Promotion within a career ladder, or by accretion of duties due to additional duties and responsibilities;
5. Promotion to a grade or position (without promotion potential) from which an employee was previously demoted without personal cause and not at his or her own request;
6. Promotion of the incumbent to a position that has been upgraded without significant change in duties and responsibilities on the basis of either the issuance of a new classification standard, or the correction of a classification error;
7. Promotion during a reduction in force when a position change involves an assignment between pay schedules and FMS allows the employee the higher rate; and
8. Any other exception to merit promotion procedures provided by government-wide regulations.

B. The terms of this Article will apply to all other placement actions within the bargaining unit including, but not necessarily limited to:

1. Filling a position by promotion;
2. Temporary promotion of an employee to the same position in excess of 60 calendar days (consecutive or non-consecutive) within a 12-month period;
3. Reassignment, transfer or demotion to a position with more promotion potential than the position last held (except as permitted by reduction in force regulations);
4. Transfer to a higher graded position;
5. Reinstatement to a permanent or temporary position at a higher grade, or to a permanent or temporary position with greater promotion potential than the last grade held in a non temporary position in the competitive service;
6. Selection for promotion or training of employees with severe disabling conditions under Schedule A, 5 CFR 213.3102(u) authority; and
7. Details in excess of 60 calendar days to a higher graded position or a position with known promotion potential.

Section 3

FMS reserves the right to make a selection from any appropriate source. However, FMS agrees that all covered actions as specified in Section 2, (B) of this Article will be announced among FMS employees in accordance with Section 4 of this Article, and that first consideration for selection will be given to FMS employees, prior to considering other than FMS employees.

Section 4

A. Vacancy announcements covered by this Article will be posted on bulletin boards and available online for the duration of the announcement period.

B. At a minimum, a vacancy announcement will contain:

1. Announcement number;
2. Opening and closing dates (if an open announcement, such should be indicated);
3. Position title, series, and grade;
4. Organizational location and building;
5. Promotion potential, if any;
6. Hourly and per annum salary rates for WG positions (if applicable);
7. Area of consideration;

8. Principal duties;
9. Minimum qualifications necessary for filling the positions;
10. Any selective placement factors;
11. Job elements or competencies;
12. Significant working conditions;
13. Statement of evaluation methods to be used;
14. Procedures for applying;
15. Statement of Equal Employment Opportunity;
16. Number of positions expected to be filled;
17. Position sensitivity, security clearance, and any requirement for periodic reinvestigations; and
18. AWS options (if applicable).

C. The appropriate, local NTEU Chapter President shall receive, via email, notification of new vacancy announcements. The notification will include an embedded hyperlink to view an online announcement(s).

Section 5

A. Absent any unusual circumstances, an employee who wishes to be considered for an announced vacancy must apply by submitting an appropriate application via computer and internet (online/CareerConnector). All vacancy announcements will provide employees with a complete list of all documentation required for successful submission of an application including instructions on how to apply. It is the applicant's responsibility to submit a complete application and to respond to all questions contained in the vacancy announcement.

B. Applications must be submitted by 11:59 PM Eastern Standard Time on the closing date of the announcement.

C. All employees will be granted consideration for vacancies announced under this Article in circumstances where he/she has been on appropriately approved leave from his/her duty station for two weeks or more and applying online poses a hardship (e.g., military service, compensable job-related injury, approved reasonable accommodation/medical condition, etc.).

D. An employee asserting hardship (See Subsection C. above) must contact his/her Human Resources (HR) Office using the phone number or email listed on the vacancy

announcement. The employee must contact the HR Office at least one (1) business day prior to the closing date listed on the vacancy announcement. Upon being appropriately contacted, the HR Office will document the communication and provide assistance to the employee regarding the submission of their application.

E. If a determination is made that an employee asserting hardship (See Subsection C. above) will not be able to apply via online/CareerConnector, the HR Office will provide direction to the employee regarding the hardcopy application process to be followed.

F. When a determination is made by the HR Office that an employee will be able to apply for a vacancy by submitting a hardcopy application, the HR Office will provide a hard copy of the announcement, all necessary application documents including the address to which the applicant must mail or fax his/her application, and the date by which the application must be received. The applicant's hardcopy application and supporting documentation will be considered as timely submitted if they are received on or after the opening date and on or before the receipt date established by the HR Office. The application shall be date stamped upon receipt.

G. Upon receipt of a timely submitted hardcopy application, either the appropriate HR Office or FMS personnel office shall enter the applicant's materials in a manner so as to be fully and accurately considered by the CareerConnector system.

Section 6

A. FMS agrees that selective placement factors will only be used when they are essential to successful performance in the position. In such cases, they will constitute part of the minimum requirements of the position and written justification will be made available upon request by NTEU.

B. When it is determined that an applicant did not meet basic qualifications after his/her application was rated, the applicant will receive notification from the HR Office informing the applicant of their non-qualifications or ineligibility as soon as practicable.

Section 7

A. The employee's current annual performance appraisal and rating of record will be used in the selection process.

B. New employees who have not received an annual rating based on service in FMS, or those whose rating has been deferred in accordance with Article 15 of this Agreement, may (if they have served under their supervisor of record for a minimum of 90 days) request and submit an appraisal "for merit promotion purposes only" to be completed by their supervisor, or may provide a copy of their most recent FMS "Progress Review" should such have been formally given.

Section 8

A. CareerConnector will automatically rate and rank candidates based on point values assigned to questions.

B. Human Resources (HR) Office responsibilities:

1. The applicant's resume, responses to vacancy announcement questions, and supporting documentation will be validated, by the HR Specialist, to ensure that they meet the qualifications of the position and ensure that the applicant's responses to the evaluation questions are substantiated by the background and experience described in the applicant's resume and/or supporting application materials (e.g., performance appraisal, SF-50).
2. From the listing of candidates arranged numerically, the qualified candidates above the first natural breaking point shall be rated Best Qualified and referred to the selecting official for consideration. If there is no natural breaking point within the first ten (10) candidates, the list shall be limited to ten (10) candidates with the highest scores. Should the numerical score earned by the candidate in the tenth position be shared by two or more candidates, all candidates with that identical score shall be referred to the selecting official for consideration.
3. Where there are fewer than three (3) Best Qualified candidates, candidates rated as less than Best Qualified may be added to the list to be referred to the selecting official for consideration. Additional candidates shall be added to the list until a breaking point is reached or, if no natural breaking point is reached, the number of candidates on the list equals ten (10).
4. Where the Merit Promotion Certificate is issued for more than one vacancy, the maximum size of the list may be increased by one candidate for each additional vacancy (i.e., 11 candidates maximum for two vacancies, 12 candidates maximum for three vacancies, etc.).

C. The Selecting Official shall normally make a decision to select or not select within ten (10) working days of receipt of the Merit Promotion Certificate. Selecting Officials within a primary subdivision of FMS may use an existing Merit Promotion Certificate to fill identical vacancies (same grade, series, qualification factors, commuting area, and similar organizational unit) for a period of 180 days from the date the vacancy announcement closes. However, this limitation shall not apply to "open continuous" vacancy announcements (See Section 8. (D) below).

D. When FMS determines that a number of identical vacancies (same grade, series, qualification factors) are expected to occur during a period of several months, "open continuous" vacancy announcements may be used. "Open Continuous" vacancy announcements will remain posted until terminated by FMS. Unless specifically provided by this Article, no applicants shall receive automatic consideration. Employees may apply at any time that the "open continuous" vacancy announcement has not been closed, and shall be added to the appropriate list of eligibles. Applicants who apply after the issuance of a certificate will be considered for any subsequent vacancies filled under the same vacancy announcement.

E. The Selecting Official will consider all pertinent data on each certified candidate. Any selection technique utilized by the selecting official will be uniformly applied in a fair and objective manner to all FMS candidates referred to him/her (i.e., if one (1) candidate is interviewed, all will be interviewed).

F. If the Selecting Official selects one (1) of the referred candidates, FMS will post the name of the selectee on the appropriate bulletin boards and online via FMS intranet.

G. Any employee on the Best Qualified list who is not chosen by the selecting official shall be provided with an explanation of the reasons for non-selection upon written request.

H. Once validation of qualifications has been completed, and the Best Qualified list certified, all non-referred applicants shall be notified of their status.

Section 9

A. An employee who has been selected for a promotion will have his/her promotion become effective no later than one (1) complete pay period following the date selection was made, or the date the position is vacated if the selection was made in advance of a position being vacated, subject to legal and regulatory requirements.

B. An employee who has not been selected for a promotion will be notified of their non-selection as indicated in Section 8. (H) above.

Section 10

A. Employees identified by FMS as ineligible for a vacancy may request career guidance from the servicing Personnel Office in addition to any guidance which his/her supervisor may be able to offer.

B. Further, upon written request to the servicing Personnel Office, an employee will be provided the items listed below with respect to a position announced under this Article for which he/she applied in a timely manner.

1. Whether eligible, and if not, why.
2. Whether referred on the Best Qualified list.
3. The name and the individual selected under the vacancy announcement.
4. Counseling regarding the areas, if any, in which he or she could improve in order to increase his or her chances for future promotion.
5. HRD will provide applicants with their score upon request. Such requests shall be made within twenty (20) calendar days from the posting of the selection. The Agency shall respond within twenty (20) calendar days of having received such a request. Any information provided is subject to FMS' obligation under law and regulation.

Section 11

A. If an employee has been harmed by being erroneously omitted from a Merit Promotion Certificate, or by being placed in the incorrect category on the certificate, the harm shall be remedied by priority consideration in accordance with this Section.

B. Priority consideration means that a promotion certificate consisting of the employee's name will be submitted to the Selecting Official for the next appropriate vacancy for which he/she is qualified before other candidates are ranked or referred for selection. An appropriate vacancy is one in the same series, at the same grade level, in the same geographic location and which has comparable promotion potential as the position for which the employee did not receive proper consideration.

C. In the event that two (2) or more employees, entitled to priority consideration, are qualified for the same vacancy, the names of all such employees shall be submitted on a Merit Promotion Certificate in alphabetical order to the Selecting Official.

D. Priority consideration candidates may only be non-selected for valid reasons. Such candidates will be notified of the outcome of any referral under the priority consideration provisions of this Article.

Section 12

A. Employees in career ladder positions will be given the opportunity to perform work at the next higher level. If such work is less than satisfactory they will be apprised of the fact.

B. Employees in career ladder positions will be promoted in the first pay period after:

1. The employee becomes minimally eligible to be promoted when they meet the Time-in-Grade Restrictions set forth in CFR 300.601; and
2. The employee has demonstrated the ability to satisfactorily perform at the next level.

Section 13

The fact that an employee is the subject of a conduct investigation will not prevent or delay his/her promotion, or proper consideration for promotion, unless FMS determines that it is necessary to protect the integrity of FMS.

Section 14

If an employee is promoted to a unit position and subsequently within a year is being demoted for inability to perform at the higher level, FMS agrees to make reasonable efforts to return the employee to his/her former or like position prior to the promotion.

Section 15

A. In the processing of investigation of grievances related to actions taken under the terms of this Article, an employee and his/her NTEU representative will, upon written request to the appropriate servicing Personnel Office, be furnished any “evaluative material” contained in CareerConnector (i.e., all pre-determined questions contained in the vacancy announcement and their corresponding point values) and in the official Merit Promotion file, used in assessing the qualifications of the eligible candidates in regard to a grieved promotion action. Release of all information is subject to law and regulation and the following criteria:

1. Any material contained in the Merit Promotion file consisting of appraisals, and records related to experience, training, and awards will be provided to the grieving employee or his/her steward subject to FMS' responsibility and obligation to protect the privacy of the eligible candidates involved in the promotion action in question;
2. If the grievance is confined to Best Qualified candidates, only the evaluative material of such candidates will be provided;
3. If the grievance involves Well Qualified candidates, only the evaluative material of all Well Qualified and Best Qualified candidates will be provided; and
4. If the grievance involves questions of basic eligibility, evaluative material of all candidates will be provided.

B. Challenges to FMS' action in the implementation of paragraph A. above, if any, may be grieved and finally resolved by an arbitrator making an "in camera" inspection of the entire Merit Promotion file to either confirm the material provided or to amend same, subject to the privacy protection in Subsection A, (1) above.

Section 16

A. Within five (5) calendar days of the selection process and upon written request, a copy of the completed Merit Promotion Certificate shall be sent to the Chapter President or his/her designee.

B. All selections shall be posted within five (5) calendar days of selection.

C. The Merit Promotion Certificate will contain at a minimum, the following:

1. Announcement number;
2. Position;
3. Location;
4. Issue date;

5. Expiration date;
6. Series and Grade; and
7. List of candidates referred.

D. An employee's accumulation or balance of annual or sick leave may not be considered by the selecting official as a basis for selection or non-selection.

E. FMS will maintain promotion and selection files in accordance with governing requirements.

ARTICLE 14

Details and Reassignments

Section 1 – Details

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

B. Employees to be detailed shall be given as much advance notice as possible including any documentation pertaining to such detail. If an employee is to be detailed in excess of thirty (30) consecutive calendar days, FMS will normally provide at least five (5) workdays advance notice.

C. Details will be made in accordance with applicable laws, regulations, and consistent with the terms of this agreement.

D. FMS will announce details by global email when soliciting volunteers from amongst FMS employees, or employees within a specific Regional Office. FMS will choose from volunteers based upon qualifications and skills. In the event that more than one (1) employee possesses the requisite qualifications and skills for the detail FMS will choose the best qualified volunteer. This provision shall not preclude bargaining unit employees from requesting detail assignments nor does it preclude management from exercising its rights as stated above in Section 1 (C).

Any qualified FMS volunteer that applies for a detail and is not selected shall be provided with a written explanation of the reasons for non-selection upon written request, with a copy provided to the appropriate NTEU Chapter President.

E. In the event that a bargaining unit employee requests a detail, the Agency shall act upon such request without having to comply with the provision of Section 1 (D) above. Such request must be in writing with a copy provided to the appropriate NTEU Chapter President.

F. Copies of notifications of details will be provided to the appropriate NTEU Chapter President and employee(s) simultaneously. Copies of all details assigned, shall be provided to employees and the appropriate NTEU Chapter President by the Agency.

Section 2 – Details to Higher Graded Positions/Temporary Promotions

A. FMS agrees that an employee who is detailed to a position of higher grade for more than thirty (30) consecutive calendar days will be temporarily promoted. To receive the higher rate of pay, however, the employee must satisfy requirements of law and/or government wide regulations.

B. FMS has determined that when an employee is detailed to a higher graded position for more than thirty (30) consecutive calendar days, but is not eligible for a temporary promotion, the employee's performance at an acceptable level of competence in the higher graded position will operate as prima facie evidence that the employee is deserving of a Special Achievement award. The amount of such an award would be determined in accordance with the scale in the Department's incentive awards regulations applicable to cash awards for job performance exceeding job requirements. An employee may receive only one (1) award in a twelve (12) month period. For the purposes of this position, each twelve (12) month period is a discrete entity, i.e., no month that is a portion of one (1) twelve (12) month period may count toward another twelve (12) month period.

C. Details and/or temporary promotions to positions of higher grade or to positions with known promotion potential for more than sixty (60) days (in accordance with 5 CFR 335.102) shall be subject to the competitive procedures of Article 13, Merit Promotion.

D. Each employee will be limited to a cumulative of sixty (60) days (in accordance with 5 CFR 335.102) for non-competitive details to higher graded positions within a year unless all capable and interested employees within the work area have had the opportunity to perform a detail.

E. Details shall not be used solely for the purpose of avoiding temporary promotions.

F. All temporary promotions shall be documented by the filing of a Standard Form 50 in the employee's Official Personnel Folder.

G. Employees on detail will adhere to the tour of duty of the temporary assignment.

Section 3

It is agreed that although this Article covers details of a unit employee to a non-unit position, a grievance cannot be filed regarding its provisions until the employee has been returned to a unit position.

Section 4 – Reassignments

A. When FMS determines that the reassignment of an employee is necessary due to staffing imbalance (i.e., the employee is in the same series, grade, and performing the same type of work), and the reassignment involves a shift to another building for the employees, FMS shall use the following procedures:

1. Volunteers will be solicited within the affected unit.
2. If a volunteer is not selected, the employee within the affected unit with the least length of FMS service who meets the position requirements will be reassigned.

B. For all other reassignments, FMS agrees to (1) notify an employee of a reassignment or detail in advance as provided in this Section, and (2) to seriously and fairly consider

concerns expressed by the employee with respect to the assignment in advance of the effective date.

C. If an employee is to be permanently reassigned, he/she should be provided at least ten (10) workdays advance notification.

D. Employee's work schedules for reassignments will be set in accordance with the procedures in Article 36, Section 5, Hours of Work.

E. Notice of any and all reassignments shall be simultaneously served upon the Local NTEU Chapter President or his/her designee.

F. FMS and NTEU shall be deemed to have fulfilled their contractual and bargaining obligations when in good faith the procedures in this Section are completed.

Section 5 – Hardship Reassignments

At an employee's request, an employee demonstrating a significant hardship which would be relieved by the relocation to another office may be considered for reassignment if another vacancy exists for which he/she is qualified, absent just cause. The employee will be expected to pay for his/her expenses incurred as a result of any such reassignment.

Section 6 – Short Notification

If, due to pressing work considerations, FMS must detail an employee for a period in excess of thirty (30) calendar days or reassign an employee on shorter notice or immediately, and FMS is unable to provide the advance notification of the reassignment or detail as specified in this Article, FMS shall explain these circumstances when notifying the employee of the assignment. FMS shall give good faith consideration, to the extent that the circumstances reasonably permit, to any concerns expressed by the employee at that time.

ARTICLE 15

Performance Appraisal

Section 1 – General Provisions

A. This Article establishes the system by which FMS shall appraise the performance of duties and responsibilities of bargaining unit employees in accordance with applicable laws and regulations. The employee performance appraisal will be considered in making personnel decisions for rewarding, promoting, training, reassigning, retaining, reducing in grade, assisting employees in improving unacceptable performance, granting within-grade increases, and removing employees when such action is warranted.

B. It is recognized that the design of performance management systems is an evolving process and FMS and NTEU may agree to charter demonstration projects concerning performance management systems or parts thereof during the life of this Contract to further improve performance management. These demonstration projects may be initiated between local Parties or at the national level. Agreements establishing such projects may include provisions that conflict with this Contract. Demonstration projects require mutual agreement between FMS and NTEU at the national level.

C. It is recognized that the provisions of this Article concerning coaching sessions, mid-cycle progress reviews and end-of-cycle appraisals may, in some cases, be inapplicable to seasonal and intermittent employees. Each NTEU Chapter and local management is authorized to customize, through negotiations, the provisions relating to coaching sessions, mid-cycle progress reviews and end-of-cycle appraisals for appropriate application to seasonal and intermittent employees. Employees such as seasonal employees who are employed for at least three (3) consecutive months in an appraisal year shall at a minimum be given a departure appraisal and rating at the end of such employment.

Section 2 – Definitions

A. Performance - is an employee's accomplishment of assigned duties and responsibilities.

B. Appraisal - is the comparison of an employee's performance of duties and responsibilities with performance standards.

C. Performance Standards - are the expressed measure of the level of achievement established by management for the duties and responsibilities of a position or a group of positions. Performance standards describe the desired results/expected outcomes or outputs. Performance standards may include, but are not limited to factors such as quantity, quality, and timeliness. Other factors specific to the duties of a position may be reflected in performance standards.

D. Performance Element - is a component of a position (major duty or responsibility) that contributes meaningfully to success or failure in a position and for which measurable performance standards are required.

E. Critical Element - is a component of an employee's position that is of sufficient importance that performance below the minimum standard established by FMS requires remedial action such as the withholding of a within-grade increase and may be the basis for removing or reducing the grade level of the employee.

Such action may be taken without regard to performance in other components of the job.

F. Performance Plan - are documents developed by supervisors and discussed with employees at the beginning of each appraisal period. They define the critical and non-critical elements against which an employee's performance will be appraised and established performance standards for those elements.

G. Progress Review - is a supervisor assessment of an employee's performance to date against elements and standards without assignment of an overall summary rating. The progress review generally occurs at the mid point of the appraisal period but may occur more frequently if necessary (not to exceed once every sixty (60) days).

H. Summary Rating - means the overall or composite rating of an employee's performance based on the result of the supervisor's appraisal of the employee's performance on all critical and non-critical job elements.

Section 3 – Management has Determined the following Criteria for Performance Elements and Critical Elements

A. Performance elements will meet the following requirements:

1. They will identify work activities under the control of the employee.
2. They will be objective and will identify acts or tasks that can be observed and measured.
3. They will not be defined too broadly.
4. Employees in like positions and with like position descriptions will ordinarily have like elements. FMS will explain any differences and justify them if the question arises.
5. They will be consistent with the duties and responsibilities contained in the employees' position description.
6. They will be consistent with the grade level of the position.
7. They will be performance related rather than trait related.
8. They will be clearly, accurately, and specifically defined so as to minimize error or mistake on either interpretation or application.
9. To the extent possible they will not be overlapping and will cover distinct work responsibilities, i.e., they will be defined as including only one (1) identifiable, independent task, duty, responsibility, function, performance objective, or performance dimension.

B. When performance elements have been identified, they will meet the following requirements:

1. They will be regular and recurring parts of the employee's job.
2. They will constitute primary responsibilities of employees.
3. They will be those components that constitute a significant amount of the employee's time.
4. They will be directly related to mission accomplishment.
5. The employer unilaterally determined that it will show the link between employees' critical job elements and FMS' strategic goals on employee performance plans. This link is intended for informational purposes only and will not, in any way, change the process that is currently used to evaluate employees or the weight that is given to any specific critical job element on the performance plan.
6. The information showing the link between employees' critical job elements and FMS' strategic goals will, in no manner, adversely impact an employee's performance appraisal or plan.
7. They will be those components on which unacceptable performance will have serious consequences to accomplishing the work.
8. They will be those components as to which the consequences of error are significant.

Section 4 – Management has Determined the Following Criteria for Performance Standards

A. Performance standards will meet the following requirements:

1. They will clearly state how well or how accurate (quality), how soon or when (timeliness), and how many or how much (quantity), and in what manner they are to be performed.
2. They will be objective and will identify levels that can be observed, measured, or verified on fact.
3. They will be clearly and simply stated so as to minimize any error or misunderstanding in interpretation or application.
4. They will ensure accurate evaluation of job performance to the greatest extent practicable and they will actually measure what they purport to measure.
5. They will be observable, measurable, reasonable, and realistic. They will identify levels that can be reasonably attained and exceeded.

6. Employees in like positions and with like position descriptions will ordinarily have like standards. FMS will explain and justify any differences if a question arises.
7. To the extent feasible, work units or their equivalent will be used, and they will allow a reasonable margin of tolerance.
8. Performance standards written at the Meets Expectations level pursuant to this Article shall be expressed in such a fashion as to make clear the level of performance that will exceed the standard. Upon an employee's request during the issuance of a performance plan and/or coaching sessions, the supervisor will provide the employee with examples of performance that exceeds the Meets Expectation level, and at the Outstanding level for any given performance standard. Such examples may be conveyed orally or in writing however, such examples do not guarantee a particular rating. The employee may request that a union representative be present during the discussions at the issuance of the standards.
9. Unless the employee is notified otherwise at the beginning of each rating period, all components of all standards will be deemed to be of equal weight.

B. FMS shall not create any pre-established distribution of expected levels of performance (such as the requirement to rate on a bell curve) that interferes with appraisal of actual performance against standards.

Section 5 – Management has Determined the Following Rating Levels

A. Performance Levels for Rating Purposes.

1. There will be four (4) summary performance levels for rating purposes. These will be outstanding, exceeds expectation, meets expectations and fails expectations (see Section 6 below).
2. Standards for elements will be established at the Meets Expectation level.

B. Performance on each element will be rated as Outstanding, Exceeds Expectations, Meets Expectations, or Fails expectations.

1. If FMS defines a critical element as consisting of more than one (1) act or task, then in arriving at the performance rating for the element due consideration will be given to the level of performance on all acts or tasks within the element.
2. In arriving at the performance rating for an element, due consideration will be given the level of performance on all criteria that combine to constitute the standard.

C. Total performance will be given an overall summary rating of Outstanding, Exceeds Expectations, Meets Expectations, or Fails Expectations.

D. All performance appraisals shall contain a written narrative justification for each rating given beyond simply stating that the standards have been met.

Section 6 – Setting Performance Elements and Standards

A. All elements and standards will be identified and communicated in writing to the employee. Final performance plans shall be issued to employees within sixty (60) days of the beginning of the appraisal cycle. The Human Resources Division shall be responsible for monitoring organizational compliance with this sixty (60)-day time period and notifying NTEU of the results of this monitoring. Division Directors or other appropriate officials designated by FMS will certify to the Human Resources Division that final performance plans in their organizations have been issued to employees in accordance with this requirement.

B. FMS retains the right to adjust, modify, or change the performance plan at any time during the appraisal cycle if it becomes evident that elements or standards should be altered due to changing programs, priorities, changes in position requirements, or for other comparable situations.

C. FMS will use the following procedures for the identification and establishment of critical job elements of bargaining unit employees:

1. Supervisors will review established performance requirements for each bargaining unit position to revise, as appropriate, and determine which job elements will be designated as Critical Elements.
2. During the first forty-five (45) days of the appraisal cycle, each bargaining unit employee will be provided a copy of his/her draft performance requirements that includes those job elements identified as "Critical Elements". One (1) copy will also be provided to the local chapter president. In no case shall an employee's lack of knowledge about their performance requirements be used against him or her.
3. After his/her receipt of the proposed elements and standards, the employee will have ten (10) calendar days to submit oral and/or written comments to the supervisor. In order to encourage employee participation, the comments may be drafted during official time.
4. During the same ten (10) calendar day period, NTEU representatives may use a total of two (2) hours official time to gather employee(s) feedback and draft written comments to be submitted for consideration. Any additional time necessary must be charged to Chapter bank time used in accordance with the procedures in Article 9, Union Rights and Representation.
5. After considering the employee's and/or NTEU comments, the supervisor will meet with the employee to issue the final critical elements and performance standards that will subsequently serve as the basis for appraising the employee's job performance. Copies will be simultaneously provided to the employee. The supervisor will explain why any recommendations have not been adopted and will identify which ones have been adopted. NTEU representatives will be provided an

opportunity to be present at these meetings and will receive official time for attendance. NTEU will be provided appropriate advance notice.

6. An employee cannot be appraised on elements and standards unless they have been formally incorporated into the performance plan and have been in effect for at least ninety (90) calendar days.
7. If an employee is detailed or temporarily promoted for ninety (90) days or more, elements and standards will be developed within the first thirty (30) calendar days of the assignment. The supervisor to whom the employee is detailed or assigned will provide a written assessment of the employee's performance and assign individual ratings for all applicable elements (no summary rating will be assigned upon termination of the detail or temporary promotion). This assessment will be given consideration by the employee's rating official in preparing the employee's annual summary rating when due.

Section 7

A. The supervisor will provide each employee with a progress review during each annual appraisal period. The progress review will generally occur at the mid-point of the appraisal period but may occur more frequently if necessary (not to exceed once every sixty (60) days).

B. During the progress review the supervisor will assess the employee's performance to date against the elements and standards, but without the assignment of an overall summary rating.

C. At the request of an employee, the supervisor shall prepare a progress review. The employee's request shall not exceed once every sixty (60) days.

D. If an employee's performance falls below the Meets Expectations level during the appraisal cycle on one (1) or more critical elements a progress review will normally be conducted. During the review, the employee will be informed in writing of performance deficiencies, advised of possible consequences of unimproved performance, and may be issued a Performance Improvement Plan (PIP) outlining the steps required to eliminate deficiencies in order to bring performance up to the Meets Expectations level. If performance requirements have not been met and sufficient improvement demonstrated, appropriate action (e.g., reduction in grade or removal) can be taken.

E. An employee whose performance is found to have failed expectations and for whom a reduction in grade or removal has been proposed may request NTEU representation as provided for in Article 39, Discipline.

F. Both Parties agree that individual progress review and appraisal meetings are not intended for the purpose of discussing grievances, general personnel policies or practices, or conditions of employment.

G. Both Parties agree that the progress review and appraisal meeting are reserved for the individual supervisor and employee.

H. The progress review results may be utilized in the merit promotion process as provided for in Article 13, Merit Promotion, Section 7.

I. The supervisor will conduct two (2) informal coaching sessions during the appraisal cycle. The purpose of the coaching session is to provide feedback, discuss problems, and recommend training or developmental assignments. Supervisors will exercise their best efforts to target coaching sessions to occur within two (2) weeks of the following dates:

March 31 - First Coaching Session

September 30 - Second Coaching Session

Section 8

A. The appraisal cycle (appraisal period) for employees covered by this Article is normally one (1) year in length beginning January 1 and ending December 31 each year.

B. Performance appraisals will normally be completed within forty-five (45) calendar days of the end of the appraisal period.

C. If a significant change in performance has occurred and is going to be used as a basis for a personnel decision, a new appraisal and summary rating may be issued prior to the end of the employee's established appraisal cycle in accordance with the provisions in Sections 6 and 8.

D. Performance appraisals are prepared and issued by the rating official, who is usually the immediate supervisor.

E. The rating of an employee who begins working in FMS or moves to a new position during the last ninety (90) days of the appraisal period will be deferred until the employee has served the minimum required time under standards for that position. An employee whose rating has been deferred may, upon request to his/her supervisor, be provided with an appraisal for merit promotion purposes only for use when applying for other FMS positions.

F. A written performance appraisal will be provided to the employee at the annual appraisal meeting. The meeting will include a discussion of the employee's overall achievements with respect to each performance element, as well as, the determination of the summary rating.

G. Both the rating official and the employee will sign the performance appraisal. The employee's signature merely indicates that the appraisal was received and does not necessarily mean that the employee agrees with the appraisal.

H. As part of the appraisal process, the employee may submit written comments in response to the appraisal, which will be attached and become a part of the official document. Employees wishing to add such written comments shall have five (5) workdays from the date of issuance of the appraisal for submission. The employee will

be granted a total of two (2) hours of administrative time to prepare the appraisal response.

Section 9

A. In accordance with this Agreement, grievances under this Article include the right to grieve a performance appraisal; meaning, the right to grieve the application of critical elements and performance standards.

B. If an employee is dissatisfied with the performance appraisal, the employee may grieve the appraisal within fifteen (15) workdays of receipt. Any appraisal not grieved within the specified time limit shall not be the subject of further review.

Section 10

FMS has determined that only time spent performing work related to an employee's elements and standards shall be considered in an annual appraisal. Authorized time spent away from the position, for example time spent performing collateral duties and NTEU representational functions, will not be considered as a negative factor when evaluating any critical elements.

Section 11

FMS and NTEU shall review the performance management program as provided in Article 45, Section 7.

ARTICLE 16

Reduction In Force

Once a decision to conduct a reduction-in-force (RIF) is made, FMS agrees to give NTEU official advance notification and an opportunity to bargain Impact and Implementation. At a point when FMS knows that it is likely a RIF will occur in an affected bargaining unit, NTEU will be informed of the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the reduction-in-force action.

ARTICLE 17

Position Classification

Section 1

NTEU may make recommendations and present evidence concerning the adequacy and equity of a standardized position description or position classification standards. FMS agrees to review the presentation and advise NTEU of the results of its review.

Section 2

FMS agrees to furnish NTEU copies of proposed classification standards for unit positions which were referred to FMS by the Office of Personnel Management for comment as soon as possible. FMS agrees to inform NTEU as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees due to reorganization or changes in position classification standards.

Section 3

FMS agrees that the position description for each bargaining unit position will accurately reflect the principal duties of the employee filling the position.

Section 4

A. When FMS decides to conduct a desk audit, it will notify the employee and simultaneously notify NTEU of the date and time for the audit. Prior to the agency meeting with the employee to discuss the results of a desk audit or classification review, or a potential classification appeal, it will provide advance notice and the opportunity for NTEU to attend the meeting.

B. While a classification appeal or desk audit is in process, FMS will not reassign duties for the sole purpose of interfering with the appeal process.

ARTICLE 18

Personnel Records and Access To Information

Section 1

- A. Upon request, an employee shall be allowed to review his or her Official Personnel Folder (OPF).
- B. When an employee desires that access to his or her personnel records be granted to a representative of the employee, such access shall be granted only upon a signed request from the employee that provides the name of the representative and the records to which the employee wishes the representative to have access.
- C. Physical review of records by the employee and/or the employee's representative shall occur only in the presence of the individual having official custody of the record.
- D. Copies of documents may be provided to the employee and, to the employee's representative. Charges, if any, for such copies will be in accordance with the Privacy Act and implementing regulations, including 5 CFR Part 297.

Section 2

Any record that is not available to the employee or his/her representative (designated in writing) for inspection and review will not be made to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use as provided for in the Privacy Act of 1974.

Section 3

It is agreed that Official Personnel Folders (OPF) and other personnel records will be maintained in accordance with applicable law and regulation, including the Privacy Act of 1974. FMS will purge records in accordance with that standard.

ARTICLE 19

Retirement

Section 1

FMS agrees that employees who are eligible to retire within five (5) years shall be given an opportunity to voluntarily participate in the pre-retirement seminar. Employees are encouraged to seek additional counseling from FMS, Human Resources.

Section 2

Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by Human Resources of his or her right to file for retirement if he/she has at least five (5) years of civilian service and the possibility of applying for a deferred annuity at age sixty-two (62) provided he/she has at least five (5) years of civilian service and leaves his/her money on deposit with the Office of Personnel Management.

Section 3

An employee may withdraw a resignation or retirement application by close of business on the effective date, provided: (A) the withdrawal is communicated in writing to his or her immediate supervisor, and (B) FMS has not made a commitment to fill the position of the retiring or resigning employee. (5 CFR 712.202)

ARTICLE 20

Payment Correction Provisions

Section 1

FMS agrees that, when through administrative error or oversight, an employee is denied benefits or pay to which he/she is otherwise entitled, a restoration of said benefits or pay will be made in accordance with law and regulations as expeditiously as possible.

Section 2

When an employee has provided FMS with written notice upon the proper form that he/she has not received a regularly due salary payment, FMS will seek to have the employee provided with a replacement payment when practicable, within seventy-two (72) hours of receipt of such written notice.

Section 3

A. Where through administrative error, an employee receives an excess amount of money which would normally go unnoticed or undetected, such employee shall agree to repay the excess amount consistent with the Debt Collection Act. These repayments shall be made in amounts of at least five dollars (\$5.00) per pay period unless a lesser amount consists of full repayment.

B. If an employee's employment with FMS is terminated prior to his/her liquidation of any overpayment described in paragraph A. above, FMS retains the right to satisfy any outstanding balance from any funds due and owed to the employee prior to the effective date of his/her separation.

ARTICLE 21

Outside Employment

Section 1

A. Employees are advised that any outside employment request must be submitted in writing (Form FMS 5414) to FMS for approval in advance. FMS agrees to continue its policy of fair and equitable application of appropriate regulations in this area.

B. FMS will approve or disapprove any request within ten (10) workdays of the receipt of the request. If FMS denies the outside employment request, the employee cannot work in the outside job.

1. If FMS has approved the outside employment request, and later disapproves it, and the employee is working in the same job and NTEU wishes to dispute FMS' decision, the employee will be permitted to remain in the outside job until a decision has been made by an arbitrator under the provisions of Article 42, Arbitration, unless FMS determines that the reason for denial is of such a nature that the employee's withdrawal is necessary prior to arbitration. In that case the employee will have up to fourteen (14) calendar days from the date FMS determines that the employee's immediate withdrawal is necessary.
2. If the arbitrator determines that the employee must discontinue his/her outside employment, he/she will have up to fourteen (14) calendar days to withdraw from the job, unless FMS determines that the reason for denial is so serious that the employee's immediate withdrawal is necessary.

The request may be denied by FMS if FMS can demonstrate a conflict of interest or the appearance of a conflict of interest.

Section 2

If an employee wishes to dispute the FMS' initial disapproval or later rejection of outside employment under this Article, the employee may file a third step grievance directly with the Center Director (Field) or the appropriate Division Director (Headquarters) if he/she does not feel that Section 1A above has properly been applied. Such a grievance must be filed within five (5) workdays of FMS' initial disapproval or later rejection of the outside employment. Such a grievance will be treated exactly as if it had been processed through this Agreement's grievance procedure, and is now at the third (3) step of the procedure. If FMS and the employee are unable to satisfactorily adjust the grievance, NTEU can only appeal FMS' final decision to arbitration.

If a grievance is processed pursuant to Section 2 above, upon written request, FMS will provide NTEU with sanitized copies of outside employment request(s) (FMS-5414) submitted to FMS.

ARTICLE 22

Equal Employment Opportunity

Section 1

The Financial Management Service (FMS) and the National Treasury Employees Union (NTEU) agree to support the providing of equal employment opportunity (EEO) to all employees and applicants for employment by eliminating forms of discrimination and promoting the full realization of EEO through a positive and continuing effort.

Section 2 – FMS’s Commitment

- A. FMS is committed to embracing and advancing equal opportunity for all its employees and applicants without regard to their race, color, religion, national origin, sex, age, disability, reprisal (for participation in the EEO process), sexual orientation, parental status, and protected genetic information by promoting a work environment that is free of discrimination and harassment.
- B. FMS will ensure the principles of equal opportunity and diversity by fostering a positive, inclusive, and professional work environment at FMS that respects and values the differences of its employees and capitalizes on their diverse talents in reaching their full potential.
- C. FMS agrees to provide maximum opportunity with available resources and consistent with agency needs for employees to enhance their skills. FMS will advise employees on an equal basis of such programs and opportunities.
- D. FMS will direct special efforts at recruiting in minority group communities and organizations; in women’s organizations; in educational institutions with significant representation of minorities, women, and persons with disabilities; and from other sources from which members of minority groups, women, and persons with disabilities for our mission critical occupations can be recruited.
- E. FMS shall take the necessary steps to ensure that the Agency’s EEO rules and regulations are administered and enforced in full compliance with the Equal Employment Opportunity Commission (EEOC) directives for Federal agencies. However, this does not preclude NTEU from raising EEO issues or concerns to FMS.
- F. EEO counselors shall be made available and accessible to all bargaining unit employees.

Section 3 – Sexual Harassment

- A. FMS will provide a work environment that is free of sexual harassment. Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964.

- B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to or rejection of this conduct explicitly or implicitly affects a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; or (4) such conduct creates an intimidating, hostile or sexually offensive work environment.
- C. FMS has a “zero tolerance” policy for sexual harassment. Retaliation against individuals reporting allegations of sexual harassment is prohibited.

Section 4 – Training

FMS will provide NTEU stewards with the same training in the EEO process as that which may be given to FMS’s EEO counselors. This training will include information regarding the roles and responsibilities of the Equal Opportunity and Organizational Enhancement Division (EO/OE).

Section 5 – Affirmative Programs of Equal Employment Opportunity

- A. The Financial Management Service (FMS) shall establish and maintain an effective affirmative program of equal employment opportunity pursuant to Title VII of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended.
- B. FMS shall develop systems for the evaluation of program effectiveness and barrier identification and elimination by ensuring that the agency has adequate data systems for analyses of applicant flow, on-board workforce and personnel transactions data, provide current guidance for the development of program plans to all components and field installations, establish agency-wide objectives, develop and submit program plans, and prepare accomplishment reports and plan updates for timely submission to the Department of the Treasury and the EEOC.
- C. Affirmative program plans of EEO will be developed in accordance with the Equal Employment Opportunity Commission (EEOC) and the Office of Personnel Management (OPM) guidelines.

Section 6 – EEO Complaint Processing

- A. The Financial Management Service (FMS) agrees to carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the EEO administrative process or the negotiated grievance procedure. FMS and NTEU agree to cooperate in bringing about informal resolution of complaints.

- B. Individuals who allege discrimination or participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.
- C. An employee may raise a complaint of discrimination through FMS's EEO administrative process or the negotiated grievance process, but not both. An employee shall be deemed to have exercised this option when the matter that gave rise to the allegation of discrimination is made the subject of a timely filed formal EEO complaint or grievance, whichever event occurs first. Consultation with an EEO counselor pursuant to 29 CFR 1614.105 does not constitute the filing of a formal EEO complaint.
- D. FMS may appoint EEO counselors from any appropriate source. When soliciting for an EEO counselor, FMS may solicit potential volunteers from the agency's general workforce, and communicate to the interested employees the roles and expectations required in performing those responsibilities effectively and efficiently. NTEU may also recommend potential volunteers to be considered by FMS. Although EEO counselors are located in many organizational units within FMS, they are EEO counselors-at-large and may be assigned to assist individuals at all FMS locations, including FMS Headquarters and field locations (e.g., Regional Financial Centers, and Debt Management Operations Center).
- E. EEO counselors will receive counseling assignments directly from FMS's EEO Complaints Program Manager. EEO counselor assignments are determined by the Complaints Program Manager based on availability and associated costs. Clerical support will be provided by EO/OE.

Section 7 – Special Emphasis Programs

Special Emphasis Programs are management programs responsible for identifying, analyzing, and eliminating discriminatory practices and barriers to employment opportunities and advancements for minorities, women, and persons and veterans with disabilities throughout FMS. Recognizing that active employee involvement enhances the goals of such programs, voluntary participation is strongly encouraged by FMS. Further, NTEU may join and be actively involved in all Special Emphasis Programs.

Section 8 – Reasonable Accommodations

The Financial Management Service (FMS) shall provide reasonable accommodations for qualified individuals with disabilities, as codified by the Rehabilitation Act of 1973, as amended, (29 USC § 791) and pursuant to the definitions contained in 29 CFR § 1630.2. Upon request, FMS shall provide visually disabled employees with access (e.g., Braille) to this Agreement.

Section 9 – Semi Annual EO/OE Meeting

A semi-annual meeting shall be held between the Director of EO/OE and/or his/her designee and the NTEU National President and/or his/her designee, for the respective FMS locations (e.g., Headquarters, Regional Financial Centers, and Debt Management Operations Center) to discuss EEO matters and concerns, unless otherwise agreed upon by the Parties. The time and place for

said meetings, and the number of representatives attending said meetings, will be determined mutually by the Director of EO/OE and the NTEU President.

Section 10 – Diversity Advisory Council (Headquarters)

- A. The FMS Diversity Advisory Council advises the Director of the EO/OE on building and maintaining a diverse, high-quality workforce and reports on the Council’s efforts in this area. The Council shall strategically address recruitment, career advancement, retention and quality of life at work. Because the Council values a diverse workforce, the Council shall recommend the most effective and appropriate methods to identify under-represented groups and outreach, recruit, retain, and provide opportunities for advancement to ensure a diverse workforce. The Council shall examine the FMS culture and the daily ways in which we lead, guide, make decisions, evaluate, and interact with each other.

- B. The Council is an executive body comprised of the Chair and Vice Chair of each advisory committee (affinity groups), and the NTEU Chapter Presidents for the respective FMS location (e.g., Headquarters, Regional Financial Centers, and Debt Management Operations Center.) The Committee’s are as follows:
 - 1) American Indian Advisory Council (AIAC);
 - 2) Asian Pacific American Advisory Committee (APAC);
 - 3) Disability Advisory Committee (DAC);
 - 4) Federal Women’s Program (FWP);
 - 5) FMS-BIG (Blacks In Government);
 - 6) FMS-GLOBE (Gay, Lesbian, Bisexual, and Transgender Employees); and
 - 7) Hispanic Employment Advisory Committee (HEAC)

- C. The Chair of each Committee, serves as principal voting member. The Vice Chair of each Committee serves as an alternate voting member. Each NTEU Chapter President for their respective FMS locations (e.g. Headquarters, Regional Financial Centers, and Debt Management Operations Center) is a principle voting member of the Diversity Advisory Council. The Director of EO/OE and or his/her designee serve as the advisor on Equal Opportunity and Diversity issues. One (1) member of the Council serves as the recorder.

- D. The Council shall meet at least quarterly at a location and time determined by the Council. The recorder provides notice of meetings and meeting minutes to the Council members and NTEU. Principal members and/or their alternates shall attend Council meetings. The Council members shall present input from their respective advisory committees to help conduct the business of the Council and communicate the actions of the Council back to their respective advisory committees.

E. For FMS, the Council:

- 1) Recommends strategies to address the under-representation of minorities, women, and persons with disabilities and otherwise improve diversity;
- 2) Recommends ways to strengthen retention by ensuring that needs and concerns of all employees are understood and met;
- 3) Reviews agency policies, procedures, and informal practices that affect recruitment and retention;
- 4) Examines formal and informal structures and processes that inhibit FMS from being more inclusive and recommends changes that foster greater inclusion;
- 5) Supports the personal growth and development of all employees; and
- 6) Promotes and supports diversity awareness and education throughout the agency.

F. The Council makes its recommendations based on consensus. If there is no consensus, such will be reported to the Director of EO/OE.

Section 11 – Local Diversity Advisory Council (Field)

- A. The FMS Local Diversity Advisory Council advises the Field Director and/or his or her designee on building and maintaining a diverse, high-quality workforce and reports on the Council's efforts in this area. The Council shall strategically address recruitment, career advancement, retention and quality of life at work. Because the Council values a diverse workforce, the Council shall recommend the most effective and appropriate methods to identify under-represented groups and outreach, recruit, retain, and provide opportunities for advancement to ensure a diverse workforce. The Council shall examine the FMS culture and the daily ways in which we lead, guide, make decisions, evaluate, and interact with each other.
- B. The Council is an executive body comprised of up to four (4) members. FMS and NTEU shall each select up to two (2) members for each Local Diversity Advisory Council. The Council Chairperson(s) shall be rotated between FMS and NTEU on an annual basis unless the consensus of the Council is otherwise. FMS and NTEU may unilaterally select the Chairperson from its group during its control of the Chair. The Council will support the following programs (affinity groups):
 - a. American Indian Advisory Council (AIAC);
 - b. Asian Pacific American Advisory Committee (APAC);
 - c. Disability Advisory Committee (DAC);

- d. Federal Women's Program (FWP);
 - e. FMS-BIG (Blacks In Government);
 - f. FMS-GLOBE (Gay, Lesbian, Bisexual, and Transgender Employees); and
 - g. Hispanic Employment Advisory Committee (HEAC)
- C. All members of the Council serve as voting members. The Field Director and/or his/her designee serve as the advisor on Equal Opportunity and Diversity issues. One (1) member of the Council serves as the recorder.
- D. The Council shall meet at least quarterly at a location and time determined by the Council. The recorder provides notice of meetings and meeting minutes to the Council members, NTEU, and the Field Director. All Council Members shall attend Council meetings.
- E. For FMS, the Council:
- a. Recommends strategies to address the under-representation of minorities, women, and persons with disabilities and otherwise improve diversity;
 - b. Recommends ways to strengthen retention by ensuring that needs and concerns of all employees are understood and met;
 - c. Reviews agency policies, procedures, and informal practices that affect recruitment and retention;
 - d. Examines formal and informal structures and processes that inhibit FMS from being more inclusive and recommends changes that foster greater inclusion;
 - e. Supports the personal growth and development of all employees; and
 - f. Promotes and supports diversity awareness and education throughout the agency.
- F. The Council makes its recommendations based on consensus. If there is no consensus, such will be reported to the Field Director.

ARTICLE 23

Probationary Employees

Section 1 – General

FMS and NTEU acknowledge that, in accordance with laws and regulations, a probationary period is one (1) year. This period is an integral part of the examining process during which an employee's conduct and performance of actual duties are observed by management to ascertain whether the employee demonstrates fully the qualifications necessary for continued employment.

Section 2 – Guidance

A. During the probationary period of the employee, the supervisor should closely observe the employee's conduct, general character traits, and performance. Supervisors are encouraged to provide guidance in regard to work related problems. When it appears that the employee's performance or conduct may be lacking, the supervisor may take the following actions as necessary.

1. Explain what is required of the employee in the position.
2. Identify area(s) where the employee needs improvement.
3. Suggest ways or means for the employee to improve his or her performance or conduct.

B. Upon request, employees are entitled to counseling by the supervisor. The counseling session should include those areas in which the employee has indicated that further guidance or knowledge is requested.

Section 3 – Termination Based on Pre-employment Issues

When FMS proposes to remove a probationary employee for reasons based in whole or in part on the employee's conduct before his or her appointment:

A. Notice of termination will be given to a probationary employee fifteen (15) calendar days in advance of the effective date of the termination, except that notice of 15 calendar days will not be given if the time remaining in the probationary period is less than fifteen (15) calendar days. Such notice will contain a specific and detailed statement of the reasons for the proposed termination. The probationary employee need not receive a fifteen (15) day advance notice and may be terminated sooner if retention may result in damage to government property or may be detrimental to the interests of the government or injurious to the employee, fellow workers or the general public.

B. FMS agrees to meet with the affected probationary employee upon request and/or accept a written statement from that employee relating to his or her termination. If a written statement and/or meeting is elected by the employee, the meeting will take place and/or the written statement will be submitted within ten (10) calendar days of the

employee's receipt of the notice referred to in Section 3.A. of this Article (or prior to the expiration of the probationary period if fewer than ten (10) days remain), provided that if the tenth (10th) calendar day falls on a weekend or Federal holiday, the time limits for holding such a meeting and/or submitting such a written statement will be extended to the next workday. If the employee elects both the written statement and the meeting, the written statement must be delivered to FMS one (1) full workday prior to the date of the meeting. If a meeting is held, the employee may be accompanied by a local chapter steward and/or a national representative of NTEU.

C. An employee who is terminated for reasons based in whole or in part on conditions arising before his/her appointment, will be advised by FMS whether the proposal to terminate is sustained or rescinded after considering the employee's written and/or oral statement(s) before reaching a final decision regarding termination of the employee.

Section 4 – Termination Based on Post-Employment Issues

The Parties agree that when FMS determines a probationary employee is to be terminated solely due to deficiencies in conduct or performance after entrance on duty, FMS will, if sufficient probationary time remains, give the affected employee fifteen (15) calendar days notice of termination or such notice as the remaining probationary period permits. Such notice will be in writing and will consist of FMS' conclusions on the inadequacies of the employee's conduct or performance. However, the probationary employee need not receive advance notice and may be terminated immediately if retention may result in damage to government property or may be detrimental to the interests of the government or injurious to the employee, fellow workers, or the general public.

Section 5 – Final Decision/Appeal Rights

A. FMS' final decision regarding termination will be conveyed to the employee in writing and will inform the employee of any and all statutory appeal rights available to him or her.

B. FMS' decision to terminate a probationary employee will be final and may not be challenged or appealed to any higher level authority, except as provided by statute or higher level regulation. Any arbitration decision which is issued pursuant to or concerning this Agreement or any procedure or right granted by this Agreement may not have the effect of requiring FMS to reinstate a probationary employee under any circumstances or of reversing FMS' decision to terminate a probationary employee.

Section 6 – Voluntary Resignation

Probationary employees may choose voluntary resignation in lieu of termination at any time prior to the termination becoming effective.

ARTICLE 24

Training

Section 1

A. FMS and NTEU agree that the training and development of employees is a matter of significant importance towards fulfilling the mission of the Financial Management Service. In conjunction with this goal, FMS will, within budgetary limitations, make available to all employees the training FMS deems necessary for the performance of the duties the employee currently performs or will be performing. FMS agrees to assist employees in planning and following a plan of self-development.

B. FMS should consider whether necessary training has been available to an employee prior to pursuing a disciplinary or adverse action for poor performance or non-performance of duties.

Section 2

It is the employee's obligation to forward accurate records of completed training to the Personnel Office for inclusion in his/her Official Personnel Folder (OPF). On its part FMS agrees to forward the OPF copy of the Certificate of Completion to the servicing Personnel Office when the course was totally conducted and controlled by FMS. Upon written request to the Human Resources Division (Headquarters) or the local Administrative Officer (Field) an employee will receive a copy of his/her Training Record. Employees are limited to one (1) copy per year.

Section 3

FMS agrees to maintain information and furnish guidance about suitable and available training in FMS, Treasury Department, Office of Personnel Management, and Department of Agriculture Graduate School sponsored educational resources. NTEU agrees to encourage employees to take advantage of suitable self-development opportunities.

Section 4

FMS agrees that when an employee is reassigned to another unit position as a result of his/her former unit position being eliminated, FMS will provide training it deems necessary for the employee to perform the duties of the new position.

Section 5

A. An eligible employee (career or career conditional employee who has completed one (1) year of current, continuous Federal Service) who initiates a request for Tuition Assistance (SF 182) must obtain prior approval from FMS for authorized expenses. FMS will then provide for some or all authorized expenses, in accordance with laws and regulations, for the necessary training outside of FMS when all of the following circumstances exist.

1. The training will enable the employee to increase his or her ability to perform his or her current job, a job the employee has been selected to fill in accordance with the promotion plan or is related to the mission of FMS. Mission-related training is training that supports FMS goals by improving organizational performance at any appropriate level within FMS. This includes training that:
 - a. Supports FMS' strategic plan and performance objectives
 - b. Improves an employees current job performance
 - c. Allows for expansion or enhancement of an employees current job
 - d. Enables an employee to perform needed or potentially needed duties outside the current job at the same level of responsibility
 - e. Meets organizational needs in response to human resource plans and reengineering, downsizing, restructuring, and/or program changes.
2. The employee agrees in writing to stay with FMS three (3) times the actual length of the course (classroom hours or equivalent);
3. The course is not being taken solely for the purpose of obtaining a degree, and the employee provides proof of satisfactory completion (non-completion or unsatisfactory completion may require the employee to reimburse FMS.)
4. A maximum of two (2) courses per semester will be approved except that only one (1) request for Certified Public Accountant (CPA) coaching will be approved, which is limited to one-half (1/2) of the cost; and
5. Funds are available to pay for such training without deferring or canceling commitments of higher priority.

B. Management will also consider the following factors in determining if outside training is appropriate:

1. Comparable training is not available through FMS training, and it would be too costly to develop a suitable training program at that time;
2. Inquiry by FMS has failed to disclose less expensive, suitable, adequate, and timely programs; and
3. FMS determines that the training meets the needs of the employee and FMS as well or better than other training of its nature that may also be available.

C. If the training is to be conducted during duty hours management will also consider whether workload problems preclude an employee's participation.

D. After employees request training, they will be notified whether or not the training has been approved. Reasons for non-selection will be given to employees in writing, if requested.

Section 6

An eligible employee desiring to use FMS' service wide training via the Treasury Learning Management System and who initiates a request to attend service wide training and obtains prior approval from their immediate supervisor, will be permitted to attend the service wide training without charge to annual leave or leave without pay, provided that workload problems do not preclude the employee's participation, space is available in the service wide training course (first-scheduled-first served), and the training will enable the employee to increase his/her ability in his/her presently assigned duties or duties the employee will be performing in the future. It is understood that employees shall receive reasonable time to travel to and from training and other Headquarters buildings and shall receive a Metro fare card or token for such travel.

Section 7

A. When training is requested primarily to prepare employees for advancement, or if the requested training would fulfill specific qualification requirements for a position with known promotion potential, selection for such training will be made under competitive promotion procedures, including those contained in Article 13, Merit Promotion. Such training is subject to FMS' budgetary limitations.

B. Employees in career ladder positions who have not yet reached the full performance level shall not be required to compete for training which FMS deems is necessary for their accession to the full performance level.

Section 8

Each local LMR Committee shall have training as an agenda item for at least one (1) of the regularly scheduled sessions. At that session, FMS will make a presentation describing employee participation in voluntary training programs during that year and revisions to regulations on training during that year or presently pending. The Parties shall also discuss the adequacy of recent training programs and ideas for improving future training programs.

Section 9

FMS agrees to allow an employee to take leave without pay for up to one (1) year after completion of five (5) years of consecutive service with FMS to engage in full-time, job related study. It is understood that such requests shall be granted in accordance with the following:

A. The employee's absence will not create a severe workload problem; and

B. The maximum numbers of employees at each facility who may receive this leave without pay at any one (1) time is three (3). If there are more eligible and qualified applicants than such leaves of absence, the length of service with FMS will be the factor considered to determine the selection.

C. It is further understood that provisions of Article 31, General Leave, Section 8 apply to such employees, and that

1. The course of study must be approved by FMS as being designated to improve the job skills of the employee.
2. If the study is one (1) that combines work and study, the work portion is subject to the outside work requirements of FMS.

Section 10

FMS may adjust an employee's normal work schedule for training and educational purposes.

A. The work schedule of an employee on an alternative work schedule (AWS) may be adjusted if necessary, to ensure employee attendance for the duration of training.

B. For training that is not related to an employee's official duties, a special tour of duty is permissible if all of the following conditions are met: the special tour of duty will not appreciably interfere with work accomplishment; FMS incurs no additional personal service costs; course completion will equip the employee to work more effectively within FMS; and the employee receives no premium pay while on the special tour of duty, even though otherwise payable.

ARTICLE 25

Acceptable Level of Competence

Section 1

A. An acceptable level of competence (ALOC) determination shall be based on an employee's performance of the duties and responsibilities of his or her assigned position or positions during the waiting period.

B. An employee will be granted a within-grade increase when he/she has completed the required waiting period and when it is determined that the employee has performed at an acceptable level of competence during the waiting period, i.e., an Annual Summary Rating of Meets Expectations is received.

C. An employee shall be considered to have attained an ALOC when it is determined that the employee fully meets or exceeds the performance requirements of his/her job in all critical elements.

D. The within-grade increase for an employee with a favorable ALOC determination is effective on the first day of the first pay period after completion of the required within-grade increase waiting period.

Section 2

The supervisor decides whether to grant or withhold a within-grade increase at the end of the within-grade increase waiting period. In most instances, the immediate supervisor uses the employee's current rating of record to make this determination.

A. The supervisor must render performance at an ALOC for a step increase if the employee:

1. Has at least a "Meets Expectations" current rating of record,
2. Has completed the required waiting period, and
3. Has not received an increase equivalent to a step increase during the waiting period.

B. The supervisor delays the ALOC determination and step increase if:

1. The employee has not had ninety (90) days to demonstrate acceptable performance because the employee has not been informed of the specific performance requirements for the employee's current position and has not been given a performance rating in any position within ninety (90) days before the end of the step increase waiting period; or

2. The employee receives a reduction in grade because of unacceptable performance to a position for which the employee becomes eligible for a within-grade increase during the last ninety (90) days of the step increase waiting period.

Under either of these conditions, the supervisor must notify the employee of:

- a. The postponement of the ALOC determination,
- b. The extension of the rating period to satisfy the minimum appraisal period, and
- c. The specific requirements for performance at an acceptable level of competence.

After the employee serves in the position for ninety (90) days, the supervisor must complete a rating of record and make an ALOC determination based on this rating. If, after the delay, the supervisor certifies performance at an ALOC, the employee will receive the within-grade increase retroactive to the start of the pay period following completion of the applicable waiting period.

C. If the employee does not serve in any position for at least ninety (90) days during the final 52 calendar weeks of the within-grade increase waiting period, FMS will waive the ALOC determination and grant a within-grade increase to the employee under the following conditions:

1. An absence that counts as creditable service in the computation of a within-grade increase waiting period,
2. An absence while on paid leave,
3. Receipt of service credit under back pay provisions,
4. An absence while on detail to another agency or employer who does not prepare a rating,
5. Because the employee has not had enough time to demonstrate an ALOC due to authorized activities, including NTEU functions, of official interest to FMS, or
6. An absence while on long term training.

Each of these conditions presumes the employee would have performed the duties specified in the position of record at an acceptable level of competence.

Section 3

If the supervisor determines that an employee's performance is not at an acceptable level for the purpose of approving the within-grade increase, FMS will notify the employee in writing that the within-grade increase will be denied. The notice will include a statement of the following:

A. The employee's performance has been determined not to be at an ALOC to warrant approval of the within-grade increase;

B. The reasons for this determination;

C. That the employee or an employee's personal representative may request reconsideration of a negative determination by filing, not more than fifteen (15) days after receiving the notice of determination, a written response to the negative determination setting forth the reasons FMS shall reconsider the determination; and

D. That failure to improve his/her performance to an ALOC may be cause for FMS to place the employee on a PIP, to effect the employee's removal, demotion, or reassignment.

Section 4

A. When an employee files a request for reconsideration, FMS shall establish an employee reconsideration file that shall contain all pertinent documents relating to the negative determination and the request for reconsideration, including copies of the following:

1. the written determination and the basis therefore;
2. the employee's written request for reconsideration;
3. the report of investigation when an investigation is made;
4. the written summary or transcript of any personal presentation made; and
5. FMS' decision on the request for reconsideration. The reconsideration shall not contain any document that has not been made available to the employee or his/her personal representative with an opportunity to submit a written exception to any summary of the employee's personal representation.

B. An employee in a duty status shall be granted a reasonable amount of official time to review the material relied upon to support the negative determination and to prepare a response to the determination.

C. FMS will provide the employee with a prompt, usually within ten (10) working days after receipt of the request, final written decision.

D. The time limit to request reconsideration may be extended when the employee shows he/she was not notified of the time limit and was not otherwise aware of it, or that the employee was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit.

E. When a negative determination is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to appeal the decision through NTEU to arbitration within twenty (20) calendar days from receipt of

the reconsideration decision or to the MSPB, pursuant to 5 USC §5335(c). Such requests to arbitrate must be filed in accordance with the procedures in Article 42, Arbitration.

F. When reconsideration results in a decision which overrules the negative determination, it is agreed that the within-grade increase shall be effective as of the date it would have been effective had the initial determination been favorable.

Section 5

A. After a within-grade increase has been withheld, FMS may grant the within-grade increase at any time after it determines that the employee has demonstrated sustained performance at an ALOC. After withholding a within-grade increase, FMS, at a minimum, shall determine whether the employee's performance is at an ALOC after each 52 calendar weeks following the original due date for the within-grade increase.

B. When an ALOC is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the ALOC determination has been made.

ARTICLE 26

Health And Safety

Section 1

- A. To the extent of its authority and ability, FMS will provide and maintain safe working conditions for its employees, consistent with the nature of the work being performed.
- B. FMS will endeavor to ensure that each employee has appropriate and safe working space in which to perform the duties of his/her position. FMS' goal will be to provide space in conformance with General Service Administration (GSA) guidelines.

Section 2

- A. An advisory Health and Safety committee with a total of four (4) members shall be established within each local chapter. These committees may have two (2) management representatives and two (2) NTEU representatives who are current FMS employees. The function of the committees will be to advise FMS concerning work-related safety matters.
- B. Each committee shall designate a chairperson who shall be nominated from among the committee's members and shall be elected by the committee members. The chairperson shall rotate between management and non-management members annually.
- C. Each committee will meet quarterly. Agenda items for such meetings will be submitted at least ten (10) workdays in advance of each meeting by each Party and will be in sufficient detail to permit the other party to prepare for the meeting. Agenda items are subject to change or additions by mutual consent. If no agenda items are submitted, then the meeting will normally be canceled.
- D. In an effort to promote full and open exchange, the Parties agree that a summary of the minutes of the meeting shall be made and approved by the committee members. The preparation of the summary will be the responsibility of the chairperson.
- E. NTEU representatives who are committee members shall receive Chapter Bank/Official time in accordance with the provisions of Article 9, Section 5, Union Rights and Representation.

Section 3

- A. Employees are encouraged to inform their supervisor of any unsafe practice, equipment or condition that might represent a health and safety hazard. The supervisor shall take appropriate action to seek to correct the situation and, if necessary, report it to the Safety Officer. If necessary corrective action is under the unilateral control of the FMS, FMS will immediately seek to have appropriate authorities alleviate the situation.
- B. In accordance with Executive Order 12196, agency inspections must be conducted within 24 hours for employee reports of imminent danger, within 3 workdays for

potentially serious conditions, and within 20 workdays for other than serious safety and health considerations. Imminent danger, as defined by OSHA, is any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately.

The following conditions must be met before a hazard becomes an imminent danger:

- There must be a threat of death or serious physical harm. "Serious physical harm" means that a part of the body is damaged so severely that it cannot be used or cannot be used very well.
- For a health hazard there must be a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency. The harm caused by the health hazard does not have to happen immediately.
- The threat must be immediate or imminent. This means that you must believe that death or serious physical harm could occur within a short time

If an employee believes in good faith that they are exposed to imminent danger in the workplace, they may refuse to perform their duties. "Good faith" means that even if an imminent danger is not found to exist, the employee had reasonable grounds to believe it did. The following steps must be followed in a suspected imminent danger situation:

- The employee must ask their supervisor to correct the hazard;
- The employee must ask their supervisor for other work;
- The employee must inform their supervisor that they won't perform the work unless and until the hazard is corrected; and
- The employee must remain at the worksite until ordered to leave by their supervisor.

C. Upon request of the individual making such report, no person shall disclose the name of the individual making the report or the names of individual employees referred to in the report, to anyone other than authorized representatives of the Secretary of Labor.

D. FMS must ensure that no employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition or other participation in agency occupational safety and health activities, or because of the exercise by such employee on behalf of himself or herself or others.

E. The Parties agree that each building occupied by unit employees shall be inspected quarterly for health and safety compliance. These inspections will be directed by FMS' Safety Officer who will be accompanied by a management representative and an NTEU designated representative. Time charged shall be to official time. NTEU shall be served a copy of the inspection report, any revision(s), any other related recommendations and any related correspondence.

Section 4

A. In each building where employees are located, if a full Public Health Service facility is not on the premises or readily available (e.g., across the street), FMS agrees to utilize other emergency medical facilities.

B. To the extent that there are no budgetary limitations, and the Public Health Services or other contracted Health Service sponsors at FMS health units, free "flu shots" shall be made available annually on a voluntary basis to employees.

Section 5

A. If it becomes necessary for an employee to leave work because of an incapacitating illness or injury, and normal transportation is not available or within the employee's capacity, FMS agrees to assist in arranging transportation to a medical facility or to the employee's home, at the request of or on behalf of the employee. When another employee is asked to assist with transportation of the sick employee, such other employee will be allowed a reasonable amount of official time. FMS' monetary, pecuniary or tort liability is governed by law, regulations, Federal Court decisions, and/or decisions of the Comptroller General and FMS assumes only such responsibility or liability allowable by law, regulation, or such decisions.

B. If an injured employee is sent to a medical facility, FMS and the affected employee agree to accept the determination made by competent medical authority at the facility as to whether the employee should return to work.

Section 6

A. During the week preceding open season, FMS agrees to distribute a copy of the NTEU Health Benefits Brochure to all bargaining unit employees.

B. FMS agrees to keep on file copies of each Health Plan offered to employees. Such copies will be available for NTEU examination upon request.

Section 7

A. The Parties agree that the provisions of this Section apply exclusively to the handling of asbestos hazards in the workplace. Recognizing that asbestos can be a potentially harmful substance, it is FMS' goal, through coordination with GSA, to reduce and eliminate employee exposure to known hazardous levels of asbestos in areas controlled or occupied by FMS. For purposes of this Section, the Parties agree to use the recommended standard of the National Institute of Occupational Safety and Health (NIOSH) of .1 fibers per cubic centimeter as the standard above which levels of exposure shall be considered potentially excessive and require the use of the procedures stated in paragraphs B. and C. below.

B. FMS shall, through coordination with GSA, ensure that on a periodic basis work areas occupied by employees for whom excessive levels of asbestos have been identified are

monitored for asbestos in the air. The results of these tests shall, as they become available to FMS, be made available to NTEU upon request.

C. If at any time a result of a test for asbestos hazards shows a valid reading above the level cited in paragraph A. above, the following actions will be taken:

1. Immediate notification of both NTEU and a pre-selected, mutually agreed upon, asbestos expert, who will perform an on site inspection or review as appropriate. All such fees and expenses incurred by this designated expert will be borne by FMS. Copies of any written reports or recommendations made will be provided to the designated NTEU representative in the affected facility.
2. FMS will provide the expert with as much information about the identified hazard as available.
3. FMS agrees to take those actions recommended and deemed necessary by the authority designated above to safeguard the health and safety of bargaining unit employees, subject to the FMS' authority and budgetary limitations. FMS reserves the right in all instances where a hazard has been identified to immediately relocate affected employees.
4. A designated management representative will meet regularly with a designated local NTEU official in the affected facility. Any available information or updates concerning such hazards will be provided to NTEU officials upon request. The Parties will discuss the problem and any corrective actions being taken.
5. FMS will refer upon request, affected high-risk employees, (e.g., those with known chronic respiratory illnesses), to available Public Health Service physicians for examinations in the event of a verified on-site exposure to levels of asbestos in excess of the level described in paragraph A.

D. FMS and NTEU shall be deemed to have fulfilled all of their contractual and bargaining obligations when in good faith, the applicable procedures in Section 7(C) are completed.

E. FMS will move employees who are in a space which exceeds the NIOSH recommended standard in paragraph A. above to space which does not as soon as possible.

Section 8

Upon written request FMS will seek to obtain information and inform NTEU of chemicals that are used in its building as pesticides. This will include any warning statements given to FMS by the organization applying such pesticides.

Section 9

A. FMS agrees to continue its implementation of its Employee Assistance Program (e.g., alcoholism, drug problems, and emotional problems) as required and defined in applicable regulations and shall seek to make employees aware of its Program. On its

part, NTEU agrees to cooperate fully with FMS in its attempt to rehabilitate employees who accept assistance made available under provisions of this Program.

B. FMS recognizes that the Employee Assistance Program is designed to deal forthrightly with problems at an early stage when the situation is more likely to be correctable. It is understood that:

1. Employees undergoing a prescribed program of treatment will be granted such leave for this purpose on the same basis as any other illness when absence from work is necessary.
2. If an employee requests assistance for his/her problem, the responsible supervisor must weigh this fact in determining appropriate disciplinary and adverse action, if such actions become necessary.

Section 10

When an employee is injured in the performance of his/her duties, he/she will be informed on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. If the employee sustained a traumatic injury, Form CA-1 must be completed within thirty (30) days of the date of injury. In accordance with Department of Labor requirements, FMS will inform the employee of the right to elect either continuation of pay (COP) or his/her annual/sick leave if time loss will occur due to a disabling traumatic injury. FMS will inform the employee that COP may be terminated if medical evidence of the injury related disability is not submitted within 10 workdays. Employees are responsible for ensuring that such medical evidence is submitted to the agency. If the injury is an occupational disease or illness, Form CA-2 must be completed within thirty (30) days, FMS will provide two copies of the checklist, Form CA-35a-h, as appropriate for the reported illness or disease. FMS will also explain the need for detailed information to the employee and advise him/her to furnish supporting medical and factual information requested on the checklist. There is no entitlement to COP when filing a claim for an occupational disease or illness.

Each such employee will receive a copy of Labor Department publications, CA-11 "When Injured at Work Information Guide for Federal Employees.

Section 11

FMS shall provide a fully stocked first aid kit at each FMS facility. FMS will provide training to volunteer employees in the use of the first aid kits.

Section 12

FMS recognizes the existence of certain employee rights under 29 CFR Part 1960. Among these is the right to be free from reprisal when employees decline to perform their assigned tasks because of reasonable beliefs, that under the circumstances, the tasks pose imminent risk of death or serious bodily harm; coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established by the FMS.

Section 13

FMS agrees to monitor the quality of water in its facilities and to take whatever steps are necessary to ensure safe water supplies. Toward that end, FMS agrees to:

1. Conduct water quality tests at all facilities unless tests have been conducted within the last 12 months. Water quality tests will subsequently be conducted annually or with more frequency when a problem has been identified.
2. NTEU will be provided a copy of all test results, reports and recommendations. FMS and NTEU will issue a joint communiqué on the results of the water quality test to all employees at the appropriate facility.
3. FMS shall act immediately to correct or to provide alternate sources of drinking water if upon receipt, the sampling results indicate higher than acceptable levels of contaminants.

ARTICLE 27

Space Moves

Section 1

A. The Parties agree that the following procedures will be used when one (1) or more organizational units are involved in a physical move. These procedures do not apply to individual reassignments or relocations covered under Article 14, Details and Reassignments.

B.

1. When the implementation of a proposed physical move affecting one (1) or more organizational units referred to in paragraph A above is approved and forwarded to the appropriate management official for implementation, NTEU will be notified in writing along with any relevant information as mentioned in paragraph C below as far in advance as possible.
2. Such notification will identify the unit(s) to be moved and the estimated date of the move. A management contact that NTEU may call for further information will also be specified. The notification will also include a proposed floor plan, when available, or a layout made to scale.
3. Upon receipt of this notification, NTEU will have fifteen (15) workdays to respond in writing with any proposals. If no written proposals are made, then management may implement the move as proposed. If a written proposal is submitted by NTEU, then the Parties shall negotiate in accordance with the procedures contained in Article 5, Labor-Management Negotiating Procedures. NTEU will also designate an official to whom further information about the move is to be directed.

C. In order to minimize the potential for adverse impact and disruption of work and to provide employees affected by a move with appropriate notice and relocation assistance, the following additional information, as it is relevant and necessary, will be provided to NTEU:

1. The names of the unit employees affected by the move, and the proposed dates on which the move is scheduled for these employees;
2. A space plan that, to the extent practicable and consistent with the special requirements of any employees with disabilities, allocates office space to employees which is consistent with this Article;
3. Any provisions for supplying boxes and other supplies to employees for the purposes of packing personal items and/or otherwise assisting in preparation for the move;

4. Any appropriate arrangements, within FMS limits to do so, with GSA or other authorities for phone service, essential repairs, and maintenance;
5. Any specific provisions to assist employees with disabilities (if any) to the extent necessary and practicable in preparing for the move, making the move and adjusting to their new office environment; and
6. A statement that the space is, or will be made, safe for occupancy, prior to the move.

ARTICLE 28

Travel

Section 1

A. FMS agrees, when practicable, to schedule and arrange for travel of employees away from an employee's duty station to occur within each employee's regular work hours.

B. When travel results from an event that cannot be scheduled or controlled administratively (e.g., the event is scheduled by an organization outside the Executive Branch of the Government), such travel is hours of employment for pay purposes (subject to the rules and regulations of the Fair Labor Standards Act and Title 5, U.S. Code).

Section 2

A. Travelers may obtain a government issued travel charge card for use when traveling on official business. Frequent travelers must use the travel charge card. Infrequent travelers are encouraged to use one (1).

B. The travel charge card is issued in the name of the traveler. The card may only be used for official government travel expenses, such as lodging and meals. Cardholders are expected to charge as many travel expenses as possible directly on the card and use the card's Automated Teller Machine (ATM) capability to obtain cash advances, when needed.

C. Cardholders should minimize the amount of money withdrawn from the ATM by charging as many travel expenses as possible directly on the card. Money withdrawn from the ATM can be used for travel expenses such as taxis, metros, meals and the incidental portion of the per diem.

Section 3

FMS agrees to reimburse employees when in an official travel status for per diem and mileage expenses incurred by them in the discharge of their official duties and for all reasonable travel in connection with activities in Article 9, Section 5. This will be done in accordance with applicable laws and regulations.

Section 4

An employee who is assigned to training or duty outside his/her regular duty station and who elects to return home during non-workdays, will be reimbursed for travel not to exceed the amount reimbursable for the per diem had he/she remained away from home as otherwise required by his/her training or duty assignment. If this occurs, the employee shall not receive per diem for the non-workdays.

Section 5

1. Employees shall use their travel card only for expenses incurred in connection with official travel. Possession of the card does not exempt the employee from using Government contract carriers or Travel Management Cards when required. Use of the card does not relieve the employee of the responsibility to employ prudent travel practices and to observe rules and regulations governing travel as set forth in the Federal Travel Regulations and implementing Treasury and bureau regulations.
2. Employees who have an individually billed account are responsible for all charges and must pay directly in full by the billing due date. Timely payment is still required even if employees have not been reimbursed.
3. Employees must comply with the bureau's internal procedures, terms and conditions of the Cardholder Agreement, and be familiar with the Travel Cardholder Guide provided by the vendor.
4. If a bill contains a disputed charge, the employee must ensure that the incorrect charge is disputed correctly to stop the aging of the charge.
5. Employees must submit a proper travel voucher within five (5) workdays after completion of trip. Employees must be notified by the bureau of any error that would prevent timely payment within seven (7) days of the receipt of the travel voucher, and the reasons why the voucher is not proper. If employees are not reimbursed within thirty (30) calendar days after submitting a proper voucher to their designated approving office, the employees will receive a late payment fee in addition to the amount due, as long as the fee is \$1.00 or greater. Late payment fees are calculated using the prevailing Prompt Payment Act Interest Rate beginning on the 31st day after submission of a proper travel claim and ending on the date on which payment is made, or a flat fee of not less than the prompt payment amount (may be based on a bureau-wide average of travel claim payments). In addition to this fee, employees shall be paid an amount equivalent to any late payment charge that the card contractor would have been able to charge had the employee not paid the bill.

Section 6

1. Officially Required Travel. Officially required travel means travel outside the employee's official duty station that is officially ordered and approved by the appropriate approving official prior to the travel actually taking place, as practical. FMS must officially order and require the employee to travel outside the employee's regular working hours for those hours to receive consideration as creditable hours for compensatory time off for travel.
2. Creditable Compensatory Time Off. An employee is only authorized to earn creditable compensatory time off for time spent traveling when the employee is officially required to travel outside his or her regular working hours and the hours are not otherwise compensable as hours of work under other legal authority. The destination of the travel

must be outside the employee's official duty station worksite in order for the time spent in a travel status to be considered for compensatory time off for travel.

3. **Increments of Time.** FMS credits the acquisition and use of qualifying compensatory time off for travel in increments of one-quarter of an hour (15 minutes).

4. **Official Duty Station.** FMS deems transportation terminals and temporary duty station locations outside a 50-mile radius of the employee's official duty station work site to be outside the employee's official duty station for purposes of computing an employee's creditable compensatory time off for travel.

5. **Multiple Time Zone Travel.** When travel involves two or more time zones, the time zone from point of first departure of the travel must be used to determine how many hours the employee actually spends in a travel status.

6. **Alternative Mode of Transportation.** If an employee uses an alternative mode of transportation, travels at a time not authorized, or by a route not authorized, FMS estimates the amount of time in a travel status that would have been creditable had the employee used the authorized mode of transportation, travel time, or route selected by FMS. Any alternative travel must be approved by the appropriate FMS approving official prior to the travel to be considered for compensatory time off for travel. When alternative travel has been approved, FMS credits the employee with the lesser of the estimated time in a travel status FMS selected or the actual time in a travel status authorized as an alternative.

7. **Compensatory Time Off** is credited in the pay period that it is earned. An employee must use his or her accrued compensatory time off within 26 pay periods after the compensatory time is earned. If not used within this time limit, the employee will forfeit unused compensatory time off. In addition, when an employee separates from Federal Service or transfers to another Federal agency, an employee's unused compensatory time off balance will be forfeited.

ARTICLE 29

Parking and Public Transportation Incentive

Section 1 – General

Employee parking assignments will be made in accordance with established parking procedures and policies in each location/building housing FMS employees. Employees who are approved parking permit holders under this issuance will not be charged for their parking space unless fees are required by statute or budgetary constraints or circumstances beyond FMS' control. The Union will be given the opportunity to bargain over any proposed changes.

As part of the Energy Policy Act of 1992 (Public Law 102-56), employees who receive subsidized parking from their employers must pay income taxes on the value of the parking space that is in excess of the limit established by IRS statute. This amount will be adjusted annually as provided by the statute.

FMS will send out a global email should the value of the parking spaces reach that threshold.

With the exception of parking spaces at facilities having less than ten (10) spaces, it is agreed that the following criteria shall be utilized by FMS in the assignment of available parking spaces it controls:

A. Available parking spaces shall be assigned according to the following priorities; physically challenged, official vehicles/executive personnel and van/carpools.

B. Spaces shall be assigned to carpool applicants according to the "10/90" ratio. Under the 10/90 ratio not more than 10% of the spaces shall be assigned through memorandum request to FMS's executive personnel and persons FMS determines are working unusual hours; and at least 90% of the spaces shall be assigned through annual permit application to employees (unit or non-unit) participating in carpools.

C. Carpool membership is not solely limited to FMS employees. However, the chief carpool member must be an FMS employee on a full-time, permanent basis. Assignment of carpool spaces shall be based on the number of regular members (including chief carpool member). Carpools with the highest number of regular members shall receive highest priority (i.e., a carpool with six (6) regular members shall receive a parking space before a carpool with only five (5) regular members). A member who does not travel on a daily basis, or only travels one (1) way with a carpool shall be counted in a pro rata manner (i.e., an individual who only commutes with the carpool three (3) days during the week shall be counted as three-fifths (3/5) of a regular member).

Where the number of carpool parking space (under the direct assignment control of FMS) applications with an equal number of regular members exceeds the number of parking spaces available to those applicants, carpool parking shall be assigned to the carpool with the highest cumulative total of service with FMS.

Section 2

A. Carpool applicants assume full responsibility for ensuring the safe and proper use of parking privileges. Any applicant with false or misrepresented information, or who violates carpool practices and procedures, shall have the carpool permit and privilege revoked for the remainder of the calendar year, and may be subject to other discipline.

B. It is agreed that if action is proposed pursuant to Article 39, Discipline, the employee attending such an investigatory meeting, upon request, will be permitted to be accompanied by his/her representative.

C. For parking areas under the direct control of FMS, applications will be requested at least annually by FMS at times FMS determines appropriate. FMS will notify employees when applications are due at least fourteen (14) workdays before the date FMS requires their submission. Each member or prospective member, of the carpool is responsible for accurately completing an application.

D. If the composition of the carpool changes after the applications have been submitted or a parking space has been granted, it shall be the responsibility of the chief carpool member to immediately notify FMS of the changes. FMS retains the right to reassign a parking space upon a change in the composition of a carpool, which shall go to the next eligible chief carpool applicant.

E. Incomplete, incorrect, late or questionable applications may be disqualified by FMS for the assignment period for which the application was submitted.

Section 3 – Parking Permits

Once parking permits have been assigned through the annual procedures of Section 1 of this Article, and FMS increases the number of parking spaces assigned during that year to visitors, official vehicles or executive personnel, FMS agrees to notify NTEU of the increase.

Section 4 – Subsidized Parking

An employee assigned an FMS subsidized parking space under the provisions of this Article, will not be charged a parking fee for that space.

Section 5 – Public Transportation Incentive

The amount of the Public Transportation Incentive (PTI) paid by FMS pursuant to Public Law 101-509, Section 629 to a participant in the program shall be established by governing Federal Regulations per month or the total amount of actual commuting costs per month, excluding parking, whichever is less. FMS will continue to increase PTI annual in accordance with the law and Treasury Regulations, subject to budget constraints.

Section 6 - Budgetary Constraints

The scheduled increases in Section 5 above will be maintained subject to budgetary constraints. If FMS determines that due to budgetary constraints a scheduled increase will not take place, NTEU will be timely notified and may re-open negotiations on the PTI program, and may challenge the basis of the management decision.

ARTICLE 30

Overtime

Section 1

A. All overtime and compensatory time shall be administered consistent with the applicable provisions of Title 5 of the U.S. Code, the Fair Labor Standards Act, controlling decisions of competent authority, and the provisions of this Article. It is understood that employees cannot work overtime without appropriate supervisory approval in advance.

B.

1. The appropriate supervisor shall first seek overtime volunteers from within his/her area of jurisdiction.
2. When FMS requires overtime, FMS will offer the employee overtime pay. FMS may offer compensatory time in lieu of overtime if acceptable by the employee, as authorized under 5 USC §5543 (a) and (b).
3. If this does not provide enough volunteers from the jurisdiction of the appropriate supervisor assigning the overtime, he/she will consider other employee volunteers who are qualified to perform the overtime work; but the appropriate supervisor is not required to canvass employees for such qualified volunteers.
4. If there are not sufficient qualified volunteers, the appropriate supervisor may order his/her employee(s) to perform the overtime work.
5. To the extent practical, overtime will be staffed with volunteers. Management has determined that involuntary overtime assignments will be distributed fairly and equitably. Employees involuntarily assigned may be released for good cause shown.
6. If an employee assigned overtime pursuant to paragraph B. (4) above does not wish to work such overtime, he/she may seek another employee, qualified and familiar with work, who will volunteer in his/her place. If the volunteer is approved, the employee originally assigned will be released from the overtime.

C. Overtime will be distributed as equitably as possible to employees who volunteer pursuant to this Article. If equitable distribution is not accomplished in each overtime situation, it is understood that it is a standard to be met over a long period of time.

Section 2

FMS clearly retains the right to approve and assign all overtime work, and, if necessary, order employees to perform such work in accordance with Article 8, Section 4. It is agreed that overtime assignments shall be made in accordance with the procedures of Section 1 above.

Section 3

When circumstances permit, FMS will notify an employee at least three (3) workdays in advance of making overtime assignments. It is understood that in certain situations operational needs may prevent a three (3) workday notice.

Section 4

When a grievance has been raised involving this Article, the Parties agree that, upon written request, sanitized, relevant records of overtime assignments will be provided to a grievant(s) and/or his/her representative.

Article 31

General Leave

Section 1 – Voting

A. As a general rule, FMS agrees that when the voting polls are not open at least three (3) hours before or after employees' regular hours of work, they may be granted, for the purpose of voting, an amount of administrative time which will permit them to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the least amount of time.

B. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable them to vote, depending upon the particular circumstances of their individual case, but not to exceed a full workday.

Section 2 – Brief Emergency Absences

An emergency absence of one (1) hour or less will be excused when the affected employee provides management with a reasonably acceptable explanation of the emergency. The start time for determining the amount of administrative leave to be granted will be the end of an employee's individual flex band (which is thirty (30) minutes after their officially scheduled start time).

Section 3 – Contract Review

During the first week after the contract is distributed to employees, they will be authorized two (2) hours of administrative time to review and familiarize themselves with this contract.

Section 4 – Weather Emergencies

A. FMS agrees that whenever it becomes necessary to close an office because of inclement weather or any other emergency situation, to grant administrative leave to those who are excused, because of the emergency, reasonable efforts will be made to inform employees by private or public media. An emergency situation is one (1) that is general rather than personal in scope and impact. It may be caused by such developments as heavy snow or severe icing conditions, floods, earthquakes, tornadoes or other natural disasters, air pollution, massive power failures, major fires or serious interruptions to public transportation caused by such incidents as strikes of local transit employees or mass demonstrations.

B. If hazardous weather or emergency conditions existing within the employee's normal commuting area prevent an employee from reporting to work, and the post of duty is not closed, an employee may be granted administrative leave for the day, or that part of a day, during which conditions prevented the employee from reporting to work. To be eligible for leave, the employee must provide the supervisor with a written request stating that he or she made a reasonable effort to report to work, but that such conditions

prevented the employee from doing so. The request should address the appropriate factors below. In considering whether to approve the request, management may consider the following factors:

1. The distance between the employee's residence and place of work.
2. The mode of transportation normally used by the employee.
3. Efforts by the employee to get to work.
4. The success of the other employees similarly situated.
5. Physical disability of the employee.
6. Local travel restrictions.

Section 5 – Court Leave

A. An employee receiving a summons for jury duty or as a witness in a judicial proceeding shall inform FMS as soon as reasonably practicable. Management should be provided a copy of the summons.

B. An employee who is under proper summons from a court to serve on a jury shall be granted administrative leave from the date stated in the summons on which the employee is required to report to the court, to the date the employee is discharged by the court.

C. When an employee, in a non-official capacity, is summoned as a witness by any party in connection with any judicial proceeding to which the United States, District of Columbia or a State or local government is a party, the employee shall be granted administrative leave during the time the employee is absent as a witness.

D. When an employee, utilizing the provisions of this Section, is excused by the court for a day, or a major part of the day, the employee shall return to duty or be charged annual leave for the duration of the employee's absence.

E. As a general rule, an employee is not allowed to receive both court leave and pay for jury or witness services. If such compensation is received, the employee should contact the Human Resources Division to determine if he or she is entitled to retain the compensation.

Section 6 – Blood Donor Program

A. Subject to approval by the appropriate official, and based on workload and staffing needs, employees will be released for the purpose of donating blood in accordance with this Article. FMS shall exercise its right to approve administrative leave for blood donations in a fair and impartial manner (that is, consistent with law, regulation, and by negotiated agency policy).

B. An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, will be granted, in accordance with paragraph A. above, administrative leave for the time necessary to make the blood donation and necessary time for travel and recuperation. The time authorized under this Section shall be four (4) hours for recuperation on the day the blood is donated, plus time necessary to make the donation and travel time within the commuting area. The total administrative leave will be limited to the remaining scheduled hours of duty on that day.

Section 7 – Military Leave

A. Military Reservists and National Guardsmen are entitled to at least fifteen (15) workdays one-hundred-twenty (120 hours) of paid military leave each fiscal year for active duty, active duty training or inactive duty training pursuant to 5 USC 6323 (a). Reservists or National Guardsmen who perform military duty in support of civil authorities are eligible for an additional twenty-two (22) workdays of military leave when activated for full-time military duty pursuant to 5 USC 6323 (b). Requests for military leave shall be submitted in writing to the immediate supervisor and contain supporting documentation. Such requests must be submitted as far in advance as possible.

B. Approval of the military leave provided above shall be based on a copy of the orders directing the employee to active duty and a copy of the certificate of completion of such duty. Such military leave shall be without loss of pay.

Section 8 – Leave Without Pay

The granting of leave without pay is at FMS' discretion; however, an employee is entitled to leave without pay in the following circumstances:

- A. Treatment of a disabled Veteran at a medical facility authorized by the Department of Veterans Affairs;
- B. Reservists or National Guardsmen desiring to use leave without pay for military training duties; or,
- C. When the employee is entitled to leave without pay under Article 34, Family Leave.

All use of leave without pay must be documented in the web time and attendance system (WebTA).

Section 9 – Personnel Security Investigations

FMS will provide adequate time during regular duty hours, in a location that assures employee privacy, to complete all forms required as part of any periodic reinvestigation. If employees are required to provide fingerprints, this will be done during regular duty hours.

ARTICLE 32

Sick Leave

Section 1 – General Provisions

A. The accrual and use of sick leave is a benefit provided by statute, and is to be used in accordance with applicable law and regulations and this Agreement.

B. Subject to the provisions of this Section, FMS is obligated to grant accrued sick leave for the absence from work of an employee who:

1. Receives medical, dental, or optical examination or treatment;
2. Because of physical or mental illness, injury, pregnancy or childbirth is incapacitated for the performance of his or her duties
3. Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental, or optical examination or treatment;
4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
6. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

C. The Parties recognize that -

1. FMS is responsible for determining if granting a request for sick leave is consistent with regulatory and contractual provisions, and for approving or disapproving the request.
2. The leave-approving official has the authority and responsibility to determine that an employee's illness is such as to incapacitate him or her from the performance of duties and that other reasons for which sick leave is requested are true.
3. Leave approving officials are authorized to:
 - a. Grant sick leave only when supported by evidence that is administratively acceptable, and
 - b. Accept as administratively acceptable evidence an employee's statement or self-certification as to the reasons for the absence.

D. For absences of three (3) days or fewer due to illness or injury, an employee's oral self-certification will be administratively acceptable evidence of incapacitation.

1. For infrequent absences of short duration due to illness or injury, an employee's oral self-certification normally shall be administratively acceptable evidence of incapacitation.

2. Notwithstanding paragraph 1. above, the decision to approve a request for sick leave may require documentation or information in addition to the employee's self-certification, where documentation or additional information is reasonably necessary for the leave approving official to ensure that his or her exercise of leave approving authority is consistent with regulatory and contractual provisions. Such requests for documentation may not require an employee to reveal private medical information concerning the nature of his/her treatment or illness unless the documentation is being submitted directly to the agency's physician. If the documentation is submitted directly to the agency's physician, it is the employee's responsibility to inform his/her supervisor.

3. The Employer may request that an employee requesting sick leave for absences exceeding three (3) consecutive workdays shall document his or her request with an administratively acceptable medical certificate or other documentation or evidence acceptable to the leave approving official. Such requests for documentation may not require an employee to reveal private medical information concerning the nature of his/her treatment or illness unless the documentation is being submitted directly to the agency's physician. If the documentation is submitted directly to the agency's physician, it is the employee's responsibility to inform his/her supervisor.

E. It is the employee's responsibility to provide administratively acceptable evidence to assist the leave-approving official in making a decision on granting a request for sick leave, and the leave approving official shall consider information provided by the employee. Since the decision on an employee's request for sick leave is made by the leave-approving official on the basis of available information, the employee's interests are served by providing administratively acceptable evidence in support of his or her request. FMS may make good faith requests for information reasonably necessary for a proper decision.

F. A leave approving official shall give due consideration to a medical certificate when it:

1. Is an original document from the medical practitioner;
2. States the employee's name;
3. Certifies that the employee's condition was such that, in the professional medical opinion of the practitioner, the employee was unable to perform the duties of his or her position;
4. States the dates on which the employee was incapacitated;

5. Where applicable, includes an explanation of any special requirements and/or conditions; and

6. Is signed by the medical practitioner

G. FMS will treat as confidential any medical information given by an employee in support of a request for sick leave. Requests for documentation or additional information will be handled as set forth in Section D., above. FMS may disclose such information in accordance with the Privacy Act, for example only for work related reasons on a need to know basis.

H. Sick leave shall be used and charged in quarter-hour increments.

Section 2 – Planned Absences

For planned absences other than those covered under Article 34 on the Family and Medical Leave Act the following shall apply:

A. Requests for approval of sick leave for non-emergency medical, dental, or optical examinations or treatment will be submitted in the web time and attendance system (WebTA).

B. For absences in excess of two (2) workdays, a request for sick leave normally will be submitted at least five (5) full workdays prior to the first day of the planned absence. For absences of two (2) workdays or less, a request for sick leave normally will be submitted at least two (2) full workdays prior to the first day of the planned absence.

C. The designated leave-approving official will notify the employee whether or not the request for leave is approved, normally no later than one workday after the request is submitted for the planned absence.

Section 3 – Unanticipated Absences

For absences other than those covered in Section 2 and in Article 34 on the Family Medical Leave Act (FMLA), the following shall apply:

Basic Requirements:

A.

1. Except for absences covered by paragraph 2. below, an employee seeking unscheduled sick leave must request approval of sick leave from the designated leave approving official as soon as possible on the first day of the absence but, subject to paragraph B.(1.) of this Section, no later than two (2) hours after the scheduled reporting time for the employee.

- a. For unanticipated absences that occur after the employee has arrived at work, the employee shall request leave from the designated leave-approving official prior to departing the work premises, where feasible.
 - b. Except for an emergency, an employee must receive supervisory approval before leaving the work site to go to the appropriate health unit. An employee who is returned to duty will not be charged with leave. Should the health unit recommend that an employee be sent home and the supervisor releases that employee, sick leave will be charged beginning at the time the employee is released to go home. Furthermore, no employee will be required to furnish a medical certificate to substantiate the use of sick leave for that one day (1).
2. Employees will make a good faith effort to personally contact their designated leave-approving official when seeking approval of a leave request. The purpose of this personal contact is, in part, to provide an opportunity for the designated leave approving official and employee to discuss the reasons for the employee's leave request and pending projects or activities which may need attention during the duration of the employee's absence.
 3. The employee, upon contacting the designated leave-approving official, shall provide an estimate of how long he or she will be absent. The employee will call the designated leave-approving official if unable to return to work within this estimated period of absence.
 4. The employee will properly complete WebTA for the period of absence:
 - a. For unanticipated absences which occur after the employee has arrived at work, on the same day of the absence, if possible, or if not possible, on the day he or she returns to duty, or;
 - b. For unanticipated absences not covered under a., on the day he or she returns to duty.

Supplemental Procedures:

B.

1. Where the degree of illness, injury, or other difficulties encountered prevent compliance with the two (2) hour limit in paragraph A.(1) (Basic Requirements), as soon as conditions permit, the employee must request approval of sick leave and provide an explanation of why compliance with the two (2) hour limit should be waived.
2. Management within the various organizational units will inform employees of the procedures to follow when the employee is unable to reach the designated leave-approving official. These procedures may include calling a second designated official, leaving a voice message with a return phone number, sending an e-mail, or other appropriate arrangement.

3. The employee will, on the day he or she returns to duty, properly complete WebTA for the period of absence.

Section 4 – Documenting Chronic Conditions

A. If an employee suffers from a chronic condition resulting in absences that do not necessarily require the employee to see a medical practitioner each time the employee is absent, the leave approving official may waive requirements to submit administratively acceptable evidence for each absence, if administratively acceptable medical documentation attesting to the chronic condition has been previously provided.

B. Such medical documentation must include the date the condition began; whether the condition is temporary or permanent and, if temporary, the anticipated ending date; and the probable duration and frequency of episodes of incapacitation caused by the condition.

C. The leave-approving official may periodically require that such medical documentation be updated.

Section 5 – Substitution of Leave

A. If an employee's accrued sick leave is exhausted, an approved absence that would otherwise be chargeable to sick leave may be charged to accrued annual leave, accrued compensatory time, or leave without pay, in accordance with law and regulations, if requested by the employee and approved by the leave approving official.

B. Leave which has already been approved and used as sick leave may be retroactively changed to another leave category or compensatory time under paragraph A. above, but only if the request has been made and approved within the pay period the sick leave was used. Exceptions may be approved on a case-by-case basis.

Section 6 – Abuse of Sick Leave

A. FMS and NTEU will work together to ensure that sick leave will be used for the purposes intended and to educate employees and supervisors about the wise use of sick leave, maintaining adequate leave balances, and sick leave abuse.

B. An employee will not be placed under a continuing requirement to provide evidence in support of future sick leave requests unless management has reasonable grounds to believe that the employee is abusing leave, and management has orally counseled the employee concerning absences from work and has issued a written warning to the employee. Thereafter, the employee may be placed under a continuing requirement to provide administratively acceptable evidence in support of all future absences irrespective of the length of the absence, and this requirement shall be stated in writing to the employee.

C. A requirement placed upon an employee under paragraph B. above shall not remain in effect longer than five (5) months from its issuance unless by the end of the five-month

period the employee has been informed in writing of the continuation of the requirement and the reasons thereof. A continuation of such a requirement shall not remain in effect for longer than five (5) months from the date of the continuation unless by the end of that five-month period the employee has been informed in writing of a further continuation and the reasons thereof.

Section 7 – Advanced Sick Leave

When an employee's sick leave balance has been exhausted, FMS will normally approve requests for advanced sick leave when all of the following conditions are met:

1. The employee has provided acceptable medical documentation of the need for advanced sick leave;
2. Repayment can reasonably be expected;
3. The employee's request is for a minimum of five (5) days and does not exceed thirty (30) workdays;
4. There is no reason to believe the employee will not return to work and continue employment after having used the leave; and
5. The employee is not currently under a leave warning letter or otherwise under leave restriction.

ARTICLE 33

Annual Leave

Section 1 – General Provisions

- A. The accrual and use of annual leave is a benefit provided by statute, and is to be used in accordance with applicable law, regulations and this Agreement.
- B. All annual leave use must be documented in the web time and attendance system (webTA).
- C. Annual leave is used and charged in increments of a quarter hour.
- D. FMS may approve a requested change in an employee's scheduled annual leave provided the change does not adversely affect the annual leave scheduled for another employee.
- E. With the understanding and assurance that the work of FMS will be accomplished, employees and managers will work together to ensure that the maximum number of employee requests for leave will be granted during holiday periods.

Section 2

- A. FMS agrees to grant earned annual leave in a manner which permits employees, if they wish to, to take at least two (2) consecutive weeks of annual leave each year, unless work requirements of FMS preclude the granting of such leave.
- B. Requests for extended leave (that is, annual leave of five (5) or more consecutive workdays, (four) workdays in a holiday week, or the equivalent for those on an alternative full time schedule) shall be considered for approval in accordance with the following:
 - 1. Employees will attempt whenever possible to submit written requests for extended annual leave between January 2 and February 15 for leave to be used during the remainder of the leave year.
 - 2. Such leave requests shall be approved in a timely fashion as soon as possible after February 15. Absent extenuating circumstances, the target date for decisions on all requests will be March 15.
 - 3. Absent extenuating circumstances, extended annual leave requests submitted after February 15 will be approved or disapproved as soon as possible but no later than 30 calendar days following the date of the request.
 - 4. Once such leave requests have been approved, the approval shall not be revoked unless the employee's absence would preclude FMS from meeting work requirements.

5. If it is necessary to decide between multiple requests for extended annual leave involving the same dates (i.e., granting all such requests is precluded by work requirements) the length of current continuous FMS service shall govern.
6. An employee's original leave request not granted under Section 2(B) (4) will be given priority over other employee requests for those dates if opportunities become available for those dates.
7. Requests for extended annual leave submitted between January 2 and February 15, and which have been approved, shall have precedence over annual leave requests submitted after February 15 and short term leave requests.
8. All leave requests submitted during the period January 2 through February 15 will be considered as if submitted on the same date. Requests for extended annual leave submitted after March 15 will be considered on a first come first serve basis and decided as soon as possible after submission.

Section 3 – Emergency Annual Leave

A. Basic Requirements:

1. Except for absences covered by paragraph 2 below, an employee seeking emergency annual leave must request approval from the designated leave approving official as soon as possible on the first day of the absence but, subject to paragraph B. (1.) below, no later than two hours after the scheduled reporting time for the employee.
2. For unanticipated absences where emergencies occur after the employee has arrived at work, the employee shall request leave from the designated leave approving official prior to departing the work premises, where feasible.
3. An employee will make a good faith effort to personally contact the designated leave approving official when seeking approval of a request for emergency annual leave. The purpose of this personal contact is, in part, to provide an opportunity for the designated leave approving official and employee to discuss the reasons for the employee's leave request and pending projects or activities which may need attention during the duration of the employee's absence.
4. An employee seeking emergency annual leave, upon contacting the designated leave-approving official, shall provide an estimate of how long he or she will be absent. The employee will call the designated leave approving official if unable to return to work within this estimated period of absence.
5. The employee will submit a properly completed WebTA for the period of absence:

a. For unanticipated absences which occur after the employee has arrived at work, on the same day of the absence, if possible, or if not possible, on the day he or she returns to duty, or;

b. For unanticipated absences not covered under paragraph a., on the day he or she returns to duty.

B. Supplemental Procedures:

1. Where the nature of the emergency prevents compliance with the two hour limit in Section 3.(A.) (1.), the employee as soon as conditions permit must request approval of emergency annual leave and provide an explanation of why compliance with the two hour limit should be waived.
2. Management within the various organizational units will inform employees of the procedures to follow when the employee seeking emergency annual leave is unable to reach the designated leave approving official. These procedures may include calling a second designated official, leaving a voice message with a return phone number, sending an e-mail, or other appropriate arrangement.

Section 4 – Short Term Leave

A. Employee requests for short term leave which are not of an emergency nature will normally be submitted in advance in WebTA. When WebTA is not submitted in advance, it shall be submitted when the employee returns to work.

B. The leave approving official will approve or disapprove a same day leave request at the time the request is made. The leave approving official will approve or disapprove all other short term leave requests, based on work requirements, on a first come first served basis as soon as possible or, absent unusual circumstances, within two (2) business days after receipt of the request.

Section 5 – Use or Lose

To avoid forfeiture without the possibility of restoration, use or lose annual leave must be scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year. Failure of FMS to timely approve a properly submitted request from an employee to schedule use or lose annual leave may accord the employee a right to restoration under the Administrative Error provision of 5 CFR, Part 630.

Section 6 – Religious Leave

An employee may request annual leave, leave without pay or compensatory time for a workday which occurs on a religious holiday. Other reasonable accommodations for time off for religious needs of employees may be made.

Section 7 – Advanced Annual Leave

An employee may be given advanced annual leave when the following conditions are met:

The employee-

1. Is eligible to earn annual leave;
2. Has served more than ninety (90) days in his/her current appointment;
3. Does not request more annual leave than would be earned during the remainder of the leave year;
4. The workload of the employee as well as organizational unit will accommodate the absence without undue burden or unduly interrupting work accomplishment;
5. Repayment can reasonably be expected; and
6. The request is made in writing and provides a rationale for the request.

ARTICLE 34

Family Leave

Section 1 – Maternity Leave

A. The length of absence because of medically certified incapacitation resulting from pregnancy and confinement will be determined on an individual basis by the employee and the employee's physician. The employee, at her discretion, may use sick leave (earned or advanced), where appropriate; earned annual leave; leave without pay, or any combination for this period of incapacitation.

B. The periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; they must be charged to earned annual leave or leave without pay, if requested by the employee and if approved by management.

Section 2 – Paternity Leave

A male employee who desires to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons, may request a period of absence under Sections 3 or 4 of this Article, if appropriate.

Section 3 – Family Friendly Leave Act (FFLA)

A. In accordance with law, regulation and Article 32, Sick Leave, management shall approve earned sick leave when the employee:

1. Provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment.
2. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.
3. Requires absence due to specific reasons related to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; or any other activities necessary to allow the adoption to proceed.

B. An employee may use up to one hundred and four (104) hours of earned sick leave for the purposes described in paragraphs 1. and 2. above.

C. The limits and entitlements referenced in paragraph B. above are proportionate for part-time employees.

Section 4 – Family and Medical Leave Act (FMLA)

A. As provided under FMLA, a full-time employee who has been employed for more than one (1) year is entitled to a total of twelve (12) administrative work weeks of leave

without pay which may be used consecutively or intermittently, during any twelve (12) month period for one (1) or more of the following reasons:

1. The birth or adoption of a son or daughter or placement with the employee for foster care of a son or daughter and care of such child.
2. The care of a spouse, son, daughter, or parent with a serious health condition.
3. A serious health condition of an employee that makes him or her unable to perform the essential functions of his or her position.

B. The entitlement of leave without pay under paragraph A.(1.) may begin prior to, or on the actual birth, adoption or placement in foster care and will expire twelve (12) months after the date of birth, adoption or placement in foster care.

C. The twelve (12) month period will begin on the date an employee first takes leave for reasons listed in paragraphs (A.)(2) and (A.)(3) above.

D. Leave available for part-time employees is calculated on an hourly basis and will equal twelve (12) times the average number of hours in an employee's regularly scheduled administrative work week.

E. An employee's written request is necessary to invoke entitlement under FMLA.

1. In order for an employee's request to be approved, it must be in writing on form WH 380-E, and specifically state that the request is being made under FMLA. Unless a request for leave specifically states that it is being used as part of the employee's entitlement to FMLA, it cannot be counted against the employee's entitlement. (See Appendix 34-1)
2. If leave taken under this Section is foreseeable, the request for leave is to be made no less than thirty (30) calendar days before the date the leave is to begin. If the need for leave is not foreseeable and the employee cannot provide thirty (30) days notice of their need for leave, the employee must provide notice within a reasonable period of time that is appropriate to the circumstances involved.

F. Leave requested must be supported by written medical certification issued by the health care provider of the employee or of the employee's family member, as appropriate. The employee will provide the medical certificate from his/her health care provider to HR in a sealed envelope and inform his/her supervisor when he/she has done so. The information will not be reviewed by HR staff or the employee's supervisor but will be forwarded directly to the agency's Medical Officer.

The medical certification will include:

1. The date the serious health condition started.
2. The probable duration of the serious health condition.

3. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider.
4. A statement that a family member requires psychological and/or physical care; requires assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; or would benefit from the employee's care or presence.
5. The dates on which the treatment(s) are to be given and the duration of the treatment(s), if leave is used on an intermittent basis.

Section 5 – Expanded Family and Medical Leave

As an expansion to the use of leave as provided in Sections 1-4 of this Article, paid and unpaid leave also may be used in the circumstances below in accordance with law, Presidential memoranda to agency heads, OPM guidance and this Article.

- A. Leave under these provisions is limited to twenty-four (24) hours per year.
- B. Paid leave includes annual and sick leave. Unpaid leave is leave without pay (LWOP).
- C. Employees may request paid or unpaid leave under the expanded FMLA provisions to:
 1. Participate in school activities directly related to the educational advancement of a child (such as parent-teacher conferences, field trips, or other related functions);
 2. Accompany a child to routine medical or dental appointments, exam and vaccinations; or
 3. Accompany an elderly relative to routine medical or dental appointments or other professional services related to the care of the relative, such as providing for housing, meals, telephones, banking services, and similar activities.
- D. Employees may request such leave for educational purposes even if the employee does not have a child in school, as long as the absence relates to the educational advancement of a child.
- E. Leave obtained through the Voluntary Leave Donor Program may not be used for the expanded FMLA purposes. The use of donated leave is restricted to medical emergencies.
- F. Use of leave under the expanded FMLA provisions must be requested and approved in advance. Normally the request must be in writing.

G. Supervisors will approve requests for up to twenty-four (24) hours of such leave, unless work operations require an employee's presence.

Section 6 - Organ Donor and Bone Marrow Leave

A. Employees may receive up to thirty (30) days of paid leave in a calendar year to serve as an organ donor. Organ donor leave represents a separate and distinct leave category and does not count against an employee's annual or sick leave. For such a medical absence in excess of thirty (30) days, employees may request annual or sick leave or leave without pay for the time off not covered by the thirty (30) days or organ donor leave.

B. Employees may receive up to seven (7) days of paid leave in a calendar year to serve as a bone-marrow donor. Bone marrow leave represents a separate and distinct leave category and does not count against an employee's annual or sick leave. For such a medical absence in excess of seven (7) days, employees may request annual or sick leave or leave without pay for the time off not covered by the seven (7) days of bone marrow leave.

C. Employees wishing to use leave under the programs described in this section will follow the procedures established in the FMS Manual of Administration (MOA), Chapter 630.

ARTICLE 35

Voluntary Leave Transfer Program

Section 1 – General

- A. An employee experiencing a "medical emergency" (including a medical condition of a family member) is eligible to become a leave recipient under the Voluntary Leave Transfer Program.

- B. An employee must exhaust all of his or her annual and sick leave, if appropriate, that is any sick leave useable under the Family Friendly Leave Act (FFLA), prior to applying to take part in this Program. In addition, the medical emergency must (or must be expected to) cause the employee to be in a leave without pay status for at least twenty-four (24) hours.

- C. Donated annual leave may be substituted retroactively for periods of leave without pay or to pay back advanced annual or sick leave. This can only be done if the advanced annual, sick leave, etc., was used at the beginning of the current medical emergency for which the leave was donated.

Section 2 – Application to be a Leave Recipient

- A. An employee must make a written application on a Leave Recipient Application Form (See Appendix 35-1) to become a leave recipient. If the employee is not capable of making an application on his or her own behalf, a personal representative may submit the application. The form may be obtained in the Human Resources Division.

- B. The completed form must be submitted to the immediate supervisor with the appropriate medical certification.

- C. If management does not have sufficient information to make a decision, the application will be returned immediately with a request for specific additional information.

- D. Under normal circumstances, approval or denial of an application will be made in writing within four (4) workdays after a properly completed application is received. Extensions shall be handled on a case-by-case basis. Under no circumstances shall the notification of approval or denial of a request exceed ten (10) workdays.

- E. Upon approval, Management will immediately notify the applicant or personal representative of the following:
 - 1. The application has been approved.

 - 2. The applicant can solicit leave donors from among FMS employees or request solicitation assistance from the Human Resources Division.

3. The applicant can request that FMS accept the transfer/donation of annual leave from a family member(s) employed by another agency (See Section 4).

F. If the application is not approved, Management will notify the applicant or personal representative in writing, that:

1. The application was disapproved, and
2. The reason(s) for disapproval.

G. An employee can request reconsideration of a disapproved application by providing additional information or supporting documentation. Request for reconsideration should be submitted to the immediate supervisor.

H. A disapproval of an application to receive or donate leave may be grieved under Article 41, Section 16, Expedited Grievance Procedures, which provides that the grievance be initiated at the third step of the grievance process. The Step 3 decision is subject to arbitration.

I. Information provided in support of an application to become a leave recipient is subject to the requirements of the Privacy Act. As such, this information will be provided only to those individuals with a "need to know" for review. The information provided to these officials will not be released to any other FMS official or employee without the express written consent of the applicant.

Section 3 – Soliciting Leave Donations

A. An approved leave recipient may solicit donations from FMS employees on an individual basis as long as the solicitation does not disrupt the workplace.

B. An approved leave recipient or recipient's representative may prepare, for the supervisor's signature, a memorandum to publicize on behalf of the recipient the need for leave donations from among FMS employees. The memorandum should include the recipient's name, office location, supervisor's telephone number, amount of leave needed, where to send leave donations, and other information the applicant believes would be helpful. The memorandum may also include a brief description of the medical condition requiring the leave donation.

It is expressly understood that the memorandum will disclose only the information consented to by the employee or the employee's personal representative. A copy of the donor's form (See Appendix 35-2) should be attached to the memorandum.

C. An approved leave recipient or his or her representative may solicit leave donations from other FMS employees on an individual or FMS-wide basis. Recipients are encouraged to solicit first within their own Assistant Commissioner area or Regional Finance Center, and to expand to other areas depending upon the initial response. A recipient may leave his or her name with the servicing personnel office for referral in the event a potential donor inquires about leave recipients. At the recipient's request,

management will publicize the memorandum prepared by the employee by distributing it to the appropriate work force.

Section 4 – Donations from Outside FMS

FMS can accept donated leave from other Bureaus and agencies for a leave recipient when one (1) of the following criteria are met:

- A. The donor is a family member of the leave recipient and submits a written request to FMS to donate leave; or
- B. FMS has determined that the number of hours to be donated from FMS employees will not be enough to meet the needs of the leave recipient and that accepting leave donated from other agencies furthers the purpose of the Program.

Section 5 - Leave Donor

- A. For FMS employees to volunteer to donate leave they must submit a completed leave donor request form (See Appendix 35-2) transferring (donating) a specific number of hours from the donor's accrued annual leave account to a specific approved leave recipient. Completed forms will be submitted to the donor's immediate supervisor.
- B. Approval or denial of an application will be made in writing within four (4) workdays after a properly completed application is received. Extensions will be handled on a case-by-case basis. Under no circumstances will the notification of approval or denial of a request exceed ten (10) workdays.
- C. An employee will be given written reasons for the disapproval of an application.

Section 6 – Leave Donation Limitations

- A. A leave donor cannot donate leave to their immediate supervisor.
- B. Subject to Section 7 below, a leave donor cannot donate any more than a total of one-half (1/2) the annual leave they can accrue during the leave year the donation is made.
- C. A leave donor may not donate projected leave; the leave must be in the donor's account before the transfer occurs.
- D. A leave donor with projected use or lose leave can donate the lesser of the following:
 - 1. One half (1/2) the annual leave entitled to accrue during the leave year the donation is made.
 - 2. The number of hours remaining in the leave year (as of the date of transfer) that the donor is scheduled to work and receive pay.

Section 7 – Waiver of Leave Donation Limitation

A. The limitation under Sections 6. (B.) or 6. (D.) above, at the request of a leave donor, will be waived when either of the following criteria exists:

1. The donation is by a family member of the leave recipient; or
2. It is apparent that there will be insufficient donations of leave to meet the needs of the leave recipient.

B. A request for a waiver must be submitted through the donor's immediate supervisor to the Approving Official.

C. An FMS decision to deny a request for a waiver shall be considered the equivalent of a Step 3 decision and subject to the arbitration processes under either Article 42 or 43. An invocation of arbitration by NTEU does not preclude the employee whose request for a waiver was denied, or the employee's representative from submitting to the official who rejected the waiver the reasons why the employee believes the waiver should be granted.

Section 8 – Accrual of Annual and Sick Leave

A. An employee, while using donated leave, shall earn annual and sick leave at the employee's usual rate of accrual. Such accrued leave shall be maintained in a separate leave account and shall not be available for use until transferred to the employee's regular leave account. Such transfers shall occur when the employee has exhausted all donated leave and the medical emergency still exists, or at the beginning of the first pay period after the date the medical emergency ends pursuant to Section 9 below.

B. The amount of leave that may be accrued by an employee through the use of donated leave is limited as follows:

For each separate medical emergency –

1. A full-time employee may accrue up to, but no more than, forty (40) hours of annual leave and forty (40) hours of sick leave.
2. A part-time employee or an employee with an uncommon tour of duty may accrue (separately for annual and sick leave) up to, but no more than the average number of hours in the employee's weekly scheduled tour of duty.

The amount of leave accrued while using leave donated for one medical emergency does not affect the amount that may be accrued while using leave donated for another medical emergency.

Section 9 – Ending a Medical Emergency

A. A medical emergency will end in one (1) of the following ways:

1. When the leave recipient leaves the Federal service.

2. At the end of the pay period in which the leave recipient or personal representative notifies management in writing that the medical emergency is over.
3. At the end of the pay period in which management issues a written decision to the leave recipient, after written notice and opportunity for the leave recipient or personal representative to answer orally or in writing, that the employee is no longer affected by the medical emergency.
4. At the end of the pay period in which FMS has been notified by OPM that the leave recipient has been approved for disability retirement.

B. Any unused donated annual leave remaining in the leave recipient's leave account after the medical emergency ends will be given back to the leave donor(s) under the formula described in 5 CFR Part 630.911.

Section 10 – Voluntary Program Participation

No employee can directly or indirectly intimidate, threaten, or coerce any other employee, including promising to give a benefit (that is, an appointment, promotion or other compensation) or initiate or threaten to take any reprisal (that is, taking away an appointment, promotion, or other compensation), as a way of interfering with any other employee's right to donate, receive, or use annual leave under this Program.

ARTICLE 36

Hours of Work

Section 1

FMS and NTEU agree that flexible work scheduling can enhance the efficiency and the effectiveness with which FMS and its employees fulfill the obligation of public service. The Parties also agree that employee participation in the setting of their individual work schedules, consistent with work requirements, can contribute to the improvement of employee morale, work performance and productivity. These mutual benefits are contingent upon a shared sense of accountability and responsibility. The Parties agree, therefore, that these provisions shall apply to all covered bargaining unit employees and shall be administered and implemented consistently according to law and regulations and the terms and conditions of this Article.

Section 2 – Definitions

For purposes of this Article, the following definitions apply:

- a. Core period - the period from 9:00 a.m. to 3:00 p.m. each workday, Monday through Friday, during which employees who are not on leave or using credit hours are on duty.
- b. Covered employees - all full-time and part-time unit employees, except those employees assigned to schedules that do not include the established core period, employees who hold time sensitive FMS positions, and employees who are on an intermittent tour of duty. Such excluded employees work schedules will be set in accordance with organizational needs. Any changes in such employees' current schedules will be negotiated with NTEU pursuant to law and the provisions of Article 5, Labor Management Negotiating Procedures.
- c. Credit hours - any hours in excess of eight (8) work hours per day or forty (40) work hours per week (excluding lunch breaks) which the employee works under an established work schedule or approved as one-time changes in his/her work schedule, excluding overtime hours.
- d. Five/Four-Nine (5/4-9) - a fixed schedule that includes eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours and one (1) non-workday within each bi-weekly pay period.
- e. Four/Ten (4/10) - a fixed schedule within which a five (5) day work week includes four (4) ten (10) hour days and one (1) non-workday.
- f. Flexible Start and Stop Time - a schedule that allows an employee during a regularly scheduled work week to daily vary his or her arrival to work time.
- g. Flexitour with Credit Hours - a schedule that requires an employee to work ten (10) eight (8) hour days during the bi-weekly pay period and provides for the earning of credit hours.

- h. Flextime - the same schedule as flexitour, but without the use of credit hours being available.
- i. Overtime - all hours in excess of eighty (80) hours in a pay period which are officially ordered and approved in advance by an authorized FMS official.
- j. Temporary change /Temporary Suspensions - short term revision(s) or adjustment(s) in the established regular work schedule of an employee that may be requested by either the supervisor or employee.
- k. Workday - the period of time, including a 1/2 hour unpaid lunch break, during which an employee is normally scheduled to be at work; no workday may exceed ten and one half (10^{1/2}) hours.
- l. Work hours - as used in this Article, is synonymous with "duty hours"; that is, the time when an employee is expected to be on duty or on approved leave.
- m. Work schedule - a schedule of eighty (80) hours, by pay period, showing an employee's regular reporting and departure times for each day in that pay period.
- n. Work Unit - the immediate work group under the supervision of a first-line supervisor.
- o. Work week - the days of the week in which an employee is scheduled to work on his/her established work schedule.

Section 3 – Covered Positions & Eligibility

A. The Parties recognize that the availability of Alternative Work Schedules (AWS) has the potential to improve productivity and contribute significantly to employee satisfaction and morale. The Parties also recognize that AWS may not be appropriate or feasible for all work situations, and that staffing, cost, work accomplishment, and customer service are factors that determine the appropriateness of AWS. Accordingly, all positions are covered under AWS, unless specifically excluded for legitimate business reasons (e.g., instances of time sensitive duties or the unavailability of appropriate supervision). The procedure by which a position is designated as “excluded” will be executed in accordance with the provisions of this Agreement and established Agency policy.

B. Where a position is excluded by a contractual provision (e.g., shift workers), the local Parties may work in harmony to review the availability of AWS to these employees. The purpose of this review will be to determine whether AWS can be applied without significantly increasing costs or staffing, nor decreasing customer service or work accomplishment. Where such a review leads to mutual agreement at the local level to make AWS available where contractually excluded, the local agreement may be implemented as an exception to the contractual exclusion. Such local agreements shall first be established on a pilot basis for six (6) months.

C. No employee will be forced to work an Alternative Work Schedule. If an employee declines to work AWS, he/she will be assigned to a tour of duty which conforms to the provisions of this Agreement.

Section 4 – Alternate Work Schedule Program Options

A. Five/Four-Nine (5/4-9) This compressed work schedule tour has a fixed schedule within a pay period of ten (10) workdays which includes eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours and one (1) non-workday within each bi-weekly pay period. Employees on shift work are not eligible for this option.

B. Flexitour with Credit Hours

1. The basic work requirement will be ten (10), eight (8) hour days during the bi-weekly pay period.

2. The basic daily work requirement is eight (8) hours; the basic weekly work requirement is forty (40) hours; and the basic bi-weekly work requirement is eighty (80) hours. The approved daily arrival and departure times scheduled for the pay period may vary from one (1) day to another.

In this plan, employees, having once selected starting and stopping times within the flexible time bands, continue to adhere to these times. Employees on shift work must establish starting and stopping times consistent with the hours of the shift.

3. Credit hours may be earned by an employee in the following manner:

a. Credit hours may be worked only by employees on Flexitour with credit hours. After a supervisor has determined that there is a need for an employee's services which would otherwise involve the use of overtime or upon request of the employee and approval by the supervisor when there is work to be done, the supervisor may offer the employee the opportunity to work for credit hours. Credit hours worked will not entitle employees to overtime pay. If the employee declines to work credit hours, he/she can be required to work assigned overtime payable at a premium rate.

b. An employee may not be denied use of previously earned credit hours unless granting such an absence would create a severe workload problem. Requests for use of credit hours must be submitted via WebTA. Credit hours will be earned and taken in quarter-hour increments only.

c. Credit hours are to be counted as a part of the basic bi-weekly work requirement. An employee is entitled to his/her basic rate of pay for credit hours.

d. An employee may earn a maximum of two (2) credit hours per normal workday and up to eight (8) credit hours on a non-workday during any bi-weekly pay period and may carry over a maximum of twenty-four (24)

credit hours from one (1) bi-weekly pay period to another bi-weekly pay period.

C. Flexitime

1. The basic work requirement will be ten (10), eight (8) hour days during the bi-weekly pay period.
2. The basic daily work requirement is eight (8) hours; the basic weekly work requirement is forty (40) hours; and the basic bi-weekly work requirement is eighty (80) hours. The approved daily arrival and departure times scheduled for the pay period may vary from one (1) day to another.
3. In this flexible work schedule plan, employees, having once selected starting and stopping times within the flexible time bands, continue to adhere to these times.

D. Four/Ten (4/10) Work Schedule

This plan is a fixed schedule that includes four (4), ten (10) hour days and one (1) non-workday within a five (5) day work week. Employees on shift work are not eligible for this option.

E. Flexible Start and Stop

1. During the regularly scheduled work week, a participant of the program may, on a daily basis, vary his or her arrival to work without prior supervisory approval and without charge to leave as long as:
 - A. The employee reports within a window of thirty (30) minutes before and thirty (30) minutes after his or her scheduled reporting time.
 - B. The employee correspondingly adjusts his or her scheduled time of departure from work that day; and
 - C. The employee's hours meet the requirements of the core period.

Section 5 – Procedures & Requirements for Establishing a Work Schedule

A. Each covered employee is responsible for submitting to his/her first-line supervisor a written request for a bi-weekly eighty (80) hour work schedule corresponding to a standard pay period. Any workday within this schedule may commence no earlier than 6:00 a.m. and end no later than 6:00 p.m. (excluding shift work).

B. This schedule, referred to as the work schedule, will provide, by pay period, for a total of eighty (80) work hours, plus daily lunch breaks, through any combination of workdays within the limits described above. An employee's approved work schedule must be compatible with his/her duties and provide for the employee to be present during all core hours, unless the use of credit hours or leave has been scheduled.

C. After receiving an employee's written submission of proposed work schedule(s), the first-line supervisor will grant the employee's first or second choice as long as (1) workload permits and (2) FMS can ensure appropriate supervision is present in the workplace. Within ten (10) workdays of their receipt of an employee's work schedule request, the supervisor will provide the employee with a copy of the approved work schedule that will become the employee's established work schedule. In instances where an employee's first choice schedule cannot be approved, FMS seniority (Entry-On-Duty date) will be the determinative factor in breaking ties among qualified employees, with further ties being broken by time in the work unit.

D. If the employee's first or second preference cannot be granted, the supervisor will notify the employee in writing as to the reasons.

E. There will be a core period established between the hours of 9:00 a.m. and 3:00 p.m. Covered employees and their supervisors are to establish schedules to provide work hours during the core period.

F. Normally, the work week will be scheduled Monday through Friday. A work week other than Monday through Friday may be established subject to this Agreement and the negotiation process, if applicable.

G. It is of mutual benefit to employees and FMS to maintain a stable work environment; thus, an employee's established work schedule will remain in effect unless modified in accordance with procedures set forth in this Article. An employee may, with prior supervisory approval and consistent with this Article, make a temporary change in his/her schedule within a specific pay period without modification of the established work schedule provided that the requirement for eighty (80) work hours per pay period is still met.

Section 6 – Changes in Work Schedules

A. Employee Initiated

1. An employee may request a permanent change in his/her established work schedule. Changes approved by the supervisor will become effective on the first day of the next pay period as specified in the employee's request and approved by the supervisor. Requests must be submitted by employees at least one (1) full pay period before the beginning of the pay period in which the change is effective. Employees may request no more than four (4) changes each calendar year.

2. Employee requests for permanent work schedule changes must be made in writing. The supervisor must notify the employee in writing of his/her decision no later than the Friday before the beginning of the pay period in which the change will become effective. Schedule changes will be approved or disapproved consistent with this Article.

3. Employees may request temporary changes in work schedule (i.e., change of scheduled day off, tour of duty, etc.) from their supervisor. The supervisor will

consider such requests in accordance with the criteria that workload permits and appropriate supervision is available. Normally such requests will be made at least one (1) day in advance.

B. Supervisor-Initiated

A supervisor may change an employee's established work schedule by providing the employee with written notice two (2) weeks before the effective date of the change if (1) the workload or (2) the absence of appropriate supervision no longer permits the employee to remain on the employee's then current schedule. Reasons for the change should be specified and communicated to the employee in writing. If the employee believes that the change will cause a hardship and after discussing this with his/her first-line supervisor, the employee may request reconsideration in writing to his/her second-level supervisor within three (3) workdays following his/her receipt of the written notice of change. It is understood that the procedures in this Article do not preclude supervisors from making temporary or one-time changes in established work schedules due to emergency or temporary assignments.

Section 7 – Scheduling Requirements (Time and Attendance)

- A. All credit hours must be earned and used in increments of one quarter hour.
- B. Credit hours are not overtime hours and, therefore, employees shall not be entitled to additional pay or compensatory time for any credit hours worked. Overtime work will be compensated as provided for by applicable laws, regulations, and Departmental policy.
- C. Subject to law, regulations, existing Department and FMS policy, and the terms and conditions of this Agreement, credit hours either alone or in combination with annual, sick, or compensatory leave, or leave without pay, may be used for a full day of absence.
- D. When an employee is absent for an entire workday on approved leave, the employee will be charged with the number of hours of leave corresponding to the number of hours regularly scheduled for that day (i.e., if an employee is scheduled to work nine (9) hours on a given day and is sick, he or she will be charged nine (9) hours sick leave).
- E. Work schedules must indicate reporting and departure times for each workday. Reporting times will be established in fifteen (15) minute increments (e.g., 8:00, 8:15, 8:30).
- F. All full-time work schedules for each pay period must total eighty (80) work hours.
- G. Up to twenty-four (24) credit hours may be accumulated by an employee for carry over from one (1) bi-weekly pay period to the next bi-weekly pay period, when an employee and his/her supervisor agree to do so.
- H. Employees may take up to two (2) scheduled breaks of fifteen (15) minutes or less each workday. Such break periods are subject to approval by the supervisor. Breaks are not considered part of the employee's regularly scheduled tour of duty and,

therefore, may not be substituted for regularly scheduled work periods. Taking of break periods is subject to workload demands at all times.

I. Holiday pay applies to any bargaining unit employee who is assigned to an alternative work schedule and who is relieved or precluded from working on a day designated by Federal Statute or Executive Order as a holiday as follows:

1. Employees on Flexitour with credit hours are entitled to pay at the basic rate with respect to that period for eight (8) hours.
2. Employees who are assigned to a 5/4-9 work schedule are entitled to credit for the number of hours of the work schedule on that day.

Example: Employee has a 5/4-9 work schedule by which he/she normally works the first nine (9) workdays of each pay period. A Federal holiday occurs on the first day of the pay period, when he/she normally works a nine (9) hour day. The employee is entitled to nine (9) hours of holiday pay for that day and is excused from work.

3. When a holiday falls on a non-workday of a full-time employee on 5/4-9 work schedule, he/she is entitled to an "in-lieu-of" day for that holiday. If the holiday falls on a non-work Friday or a Saturday, the preceding workday will be designated as the "in-lieu-of" day.

Example: Employee has a 5/4-9 work schedule by which he/she normally works the first nine (9) workdays of each pay period. A Federal holiday occurs on the second Friday, the employee's normal day off. In addition to getting Friday off, the employee also gets Thursday, the preceding workday, as an "in-lieu-of" holiday and is excused from work on the "in-lieu-of" day.

If the holiday falls on a non-work Monday or a Sunday, the following workday will be designated as the "in-lieu-of" day.

4. When a holiday falls on a non-workday of a part-time employee, there is no entitlement to an "in-lieu-of" day for that holiday.

J. Overtime hours means all hours in excess of eight (8) work hours in a day or forty (40) work hours in a week, which are officially ordered in advance. This does not include credit hours which have been worked at the invitation of the supervisor. It also does not include those hours in a workday in excess of eight (8) which have been scheduled in advance as a result of the employee's working a 5/4-9 or 4/10 compressed work schedule.

ARTICLE 37

Flexplace Program

Section 1 – General

The Flexplace Program provides authority, policies and procedures for establishing work-at-home or telecommuting arrangements as a continuing part of an employee's job. The Program does not replace existing supervisory authority to allow an employee to work at home or report to a telecommuting site to meet, on an ad hoc basis, individual circumstances that are temporary and nonrecurring.

Section 2

The Program shall be administered consistent with the following principles:

- A. The Parties recognize that the Program may benefit both the Agency and participating employees, and will seek to maximize employee participation in the Flexplace Program.
- B. Employee participation in the Program is voluntary.
- C. Opportunity for participation in the Program shall be equitably and broadly available throughout FMS when practical and consistent with its mission. This will be accomplished by allocating the equipment available for Program participation in proportion to the numbers of employees in the various grade levels and job series represented in the approved Flexplace plans.
- D. A written request for participation in the Program must be submitted by the employee to his or her immediate supervisor on the appropriate FMS Form(s). Supervisors shall respond to an employee's request for Flexplace participation within 21 days of submission.
- E. Should an employee's request to participate in the Flexplace Program be denied, the supervisor shall, upon request, provide a written explanation providing the reason(s) as to why the employee does not meet the Flexplace Program requirements.
- F. FMS resources may limit its ability to enable all interested employees to participate to the extent that they may desire. FMS and the employee, together with NTEU as appropriate, will cooperate in an attempt to find alternate resources where available.

Section 3

- A. The complete Flexplace Program document is located on the Intranet and incorporated in the FMS Manual of Administration as Chapter 610, Part II.

ARTICLE 38

Adverse Actions

Section 1

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

B. This Article applies to probationary employees to the extent provided by law.

Section 2

A. NTEU shall have notice in advance and be given the opportunity to be represented at a discussion between FMS and an employee regarding an adverse action.

B. The Parties recognize the principle that disciplinary actions shall be progressive in nature and FMS agrees to follow a course of progressive discipline, as appropriate to the circumstances of the case.

Section 3

A. FMS may take an action covered by this Article against an employee only for such cause as will promote the efficiency of the Service and such action must be supported by a preponderance of the evidence.

B. An employee against whom an action is proposed is entitled to at least thirty (30) calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The written proposal will contain all specific reasons, including rules allegedly violated, and the action proposed.

C. An employee or his/her representative (if any) will be provided, upon request, a copy of all written documents relied upon in making the decision to propose the adverse action. This does not preclude NTEU from making requests for additional information in accordance with 5 USC §7114.

D. The employee will be given fifteen (15) calendar days from the date he/she has received the proposal or from the date he/she received the information to reply orally and/or in writing. The letter proposing the adverse action shall include the name of the higher level official designated by FMS to receive the written or oral reply. If, in an oral reply a transcript is made, a copy will be provided to the employee upon request.

E. In making its decision, FMS will give bona fide consideration to any answer of the employee or the employee's representative.

F. FMS's written decision shall be issued as soon as possible, normally within ten (10) calendar days, after the employee responds. The notice of the decision shall be in writing and contain the following information:

1. Specifically, which of the reasons stated in the advance notice have been sustained and which have not been sustained;
2. The decision will address major defenses or mitigation arguments raised in the reply. (Non-compliance with this requirement will not constitute the basis for procedural defect or serve as grounds to overturn the action); and
3. If adverse, the decision letter will inform the employee of his/her appeal rights to the Merit Systems Protection Board or through NTEU to arbitration, but not both. The employee will also be informed in the decision letter of the respective time limits, and how and to whom any appeal is to be submitted.

G. Reasonable requests for extensions may be granted on a case-by-case basis.

Section 4

In deciding what action may be appropriate, FMS will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The following facts, included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness:

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon FMS' confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. The notoriety of the offense or its impact upon the reputation of FMS;
8. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

9. Potential for the employee's rehabilitation;
10. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
11. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 5

If either party chooses to tape record oral replies under this Article, they must give a twenty-four (24) hour advance notice to the other party. Failure to give this notice shall result in no tape recording, without mutual consent. The party taping these proceedings shall give the other party a copy of the tape by the close of the next business day following the oral reply.

ARTICLE 39

Discipline

Section 1

- A. For the purpose of this Agreement, a disciplinary action is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension of fourteen (14) days or less. FMS agrees that such actions will only be taken for such cause as will promote the efficiency of the Service.
- B. This Article applies to probationary employees to the extent provided by law.
- C. The Parties recognize the principle that disciplinary actions shall be progressive in nature, and FMS agrees to follow a course of progressive discipline as appropriate to the circumstances of the case.
- D. Actions under this Article must be supported by a preponderance of the evidence.

Section 2

- A. NTEU shall be notified in advance of and given the opportunity to be represented at a discussion between FMS management and an employee regarding disciplinary action.
- B. NTEU shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of FMS in connection with an investigation if:
 - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - 2. The employee requests representation.
- C. Once an employee requests NTEU representation, he/she will be given a reasonable amount of time to secure representation before the meeting proceeds.

Section 3

Except in cases of emergency suspension, the following procedures will apply to suspensions of fourteen (14) days or less:

- A. FMS agrees to provide an employee ten (10) workdays advance written notice of the proposed action. The notice will contain the specific reasons for the proposed suspension, including any rules allegedly violated. The notice proposing the disciplinary action shall include the name of the official designated by FMS to receive the written or oral reply. For a disciplinary suspension, the official designated to receive the written or oral reply will be at a higher level than the proposing official.

- B. The written notice proposing disciplinary action shall include language informing the employee of their right to be represented by NTEU and/or a representative of their choice.
- C. Upon request, an employee, or the Union when designated by the employee, will be provided a copy of all written documents relied upon in making the decision to propose the discipline. This does not preclude NTEU from making requests for additional information in accordance consistent with 5 USC §7114.
- D. An employee shall be provided ten (10) workdays from receipt of the notice of disciplinary action or receipt of the information, whichever is later, to answer the charges and specifications orally and/or in affidavits, other documentary evidence and any defenses or mitigation arguments pertinent to the case.
- E. An employee will have the right to raise any defense, and FMS will give due consideration to all such defenses.
- F. FMS will issue a final decision within ten (10) workdays after receipt of the written and/or oral reply. Such written decision shall contain the reasons that provide the basis for the decision. The final decision letter will also serve to inform the employee of available appeal routes and their time limits.
- G. Reasonable requests for extensions will be granted on a case by case basis.
- H. Notices of disciplinary action that are retained in the employee's Official Personnel File shall be removed within five (5) workdays following receipt of the written notification of an Arbitrator's decision reversing the disciplinary action, per Articles 42 and 43 of this agreement, or when the disciplinary action is otherwise rescinded either by the Agency or mutual agreement of the Parties.

Section 4

- A. An employee against whom a disciplinary action has been taken may appeal the decision on any basis allowed by appropriate law and/or regulation.
- B. All actions covered by this Article, except oral admonishments, may be grieved as an initial grievance in accordance with the procedures and time frames contained in Article 41.
- C. When an FMS Form 9 is prepared, a copy will be given to the employee. Employees may submit a written response on the FMS-9. The use of FMS Form 9 shall not be considered as discipline and shall only be used for informal action(s) relating to conduct. Further, a Form 9 shall be removed from a supervisor's file at the earliest possible date in accordance with regulations. (See Appendix 39-1)

Section 5

Oral admonishments confirmed in writing and letters of reprimand are retained in the employee's Official Personnel File for one (1) year. In the event that oral admonishments confirmed in

writing and/or letters of reprimand are overturned by an Arbitrator's decision pursuant to Articles 42 and 43 of this agreement, rescinded by the Agency, or rescinded pursuant to mutual agreement of the Parties, such documents shall be removed from an employee's Official Personnel File within five (5) workdays following receipt of the written notification of such decision.

Section 6

In accordance with 5 USC §2302 (b)(10), FMS will not take an action based on conduct that does not adversely affect the employee's performance or that of fellow workers. The exception would be that FMS, in determining the continued fitness of the employee for employment, could take into consideration his/her conviction for a crime.

Section 7

Grievances contesting the validity of suspensions of 14 days or less shall be considered initial grievances and filed at the third step of the grievance procedure. After the suspension decision is rendered, NTEU shall notify the appropriate manager whether the case is going to expedited arbitration (within 20 calendar days) or regular arbitration (within 30 calendar days). When a grievance is filed and expedited arbitration invoked, per Article 43, proposed suspensions shall be stayed pending the exhaustion of the expedited arbitration procedures.

Article 40

Unacceptable Performance Procedures

Section 1

FMS has determined that in proposing action against an employee based on unacceptable performance, FMS will act in a fair and objective manner and in accordance with applicable law and regulation.

Section 2

In accordance with Article 15 of this Agreement, throughout the appraisal period, supervisors should apprise their employees of their performance on an ongoing basis. Employees will be notified immediately when performance deficiencies are identified. For any action taken in connection with unacceptable performance, the supervisor will provide sufficient guidance and assistance to help the employee's performance improve.

Section 3

In accordance with law and government-wide regulation, prior to issuing a notice of proposed action based upon unacceptable performance, FMS will issue a Performance Improvement Plan (PIP) to the employee which contains the following:

- A. Identification of the critical elements and performance standards for which performance is unacceptable.
- B. What the employee must do to bring his/her performance up to an acceptable level.
- C. Identification of specific instances of unacceptable performance.
- D. A statement that he/she has a period of not less than sixty (60) days within which to bring his/her performance up to an acceptable level.

Section 4

Before it acts to reduce in grade or remove an employee for unacceptable performance, FMS will consider laterally reassigning the employee if he/she can perform acceptably in another position.

Section 5

- A. An employee whose reduction in grade is proposed under this Article shall be provided with at least thirty (30) days, but not more than sixty (60) days, advance written notice that identifies:
 - 1. Specific instances of unacceptable performance by the employee on which the proposed action is taken;

2. The critical element(s) and performance standard(s) of the employee's position involved in each instance of unacceptable performance;
3. That the employee shall receive a reasonable amount of official time to prepare and present an oral or written reply as well as review the material relied upon to support the proposed action;
4. That the employee has the right to representation by NTEU or an attorney;
5. That FMS will provide a written decision at the earliest practicable date.

B. If the employee elects to make an oral reply, FMS will provide a summary to the employee prior to the time a final decision is made. The employee may review the summary and make corrections or submit his/her version of the summary within three (3) workdays.

C. The written and/or oral reply will be presented within fifteen (15) workdays after notice of proposed action.

D. An employee will, upon request, be furnished a copy of that portion of all written documents that are relied on by FMS as the basis for the action.

E. If either party chooses to tape record these proceedings, they must give twenty-four (24) hour advance notice to the other side. Failure to give this notice shall result in no tape recording, without mutual consent.

F. The party taping these proceedings will give the other party a copy of the tape by the close of the next business day following the oral reply.

Section 6

A. An official who sustains the proposed reasons against an employee in an action based on unacceptable performance will set forth findings with respect to each reason and specification in the decision letter.

B. FMS will issue its final decision within thirty (30) calendar days of the expiration of the notice period. The final decision will advise the employee of any grievance or appeal rights to which the employee may be entitled.

C. An official in a higher position than the proposing official must render the final decision, unless the Commissioner of FMS proposed the action.

ARTICLE 41

Grievance Procedure

Section 1

A. The purpose of this Article is to provide a mutually acceptable procedure for the prompt and equitable settlement of all disputes that may arise during the life of this Agreement.

B. FMS and NTEU recognize and endorse the importance of bringing to light and adjusting problems promptly. FMS and NTEU further agree that every effort will be made by both management and the aggrieved party(s) to settle grievances at the lowest supervisory level.

C. NTEU agrees to submit virtually all contract-covered matters to the negotiated grievance procedure for final disposition and to use sparingly unfair labor practice procedures concerning contract-covered issues which may occur in the day-to-day administration of this Agreement.

D. This procedure will be the only procedure available to bargaining unit employees for the processing and disposition of grievances, except when the employee has a statutory right of choice.

Section 2

A grievance is defined as any dispute:

A. By any employee concerning any matter relating to the employment of the employee;

B. By NTEU concerning any matter relating to the employment of any employee; or

C. By any employee, NTEU or FMS concerning:

1. The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 3

Employees and their representatives involved in the presentation and pursuit of grievances will be free from restraint, interference, coercion, discrimination or reprisal. Employees will be granted such official time as is reasonable and necessary to present their grievances.

Section 4

Examples of statutory appeals which must be raised under the negotiated grievance procedure are:

- A. Restoration after military duty.
- B. Fair Labor Standards Act.
- C. Reemployment rights.
- D. Reinstatement after job injury.
- E. Waiver of overpayment.

Section 5

The following listed matters may, at the employee's option, be raised under the negotiated grievance procedure or under a statutory procedure, but not both:

- A. Adverse actions
- B. Actions based on unacceptable performance.

Section 6

The following matters are excluded from the coverage of the negotiated grievance procedure:

- A. A preliminary warning or notice of potential action.
- B. An action without cause terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he/she was temporarily promoted, unless the termination would constitute a prohibited personnel practice under 5 USC §2302 (b).
- C. Health benefits and insurance claims.
- D. Retirement applications and annuities.
- E. Any examination, certification or appointment.
- F. Prohibited political activity, except for discrimination based on political affiliation, within 5 USC §2302 (b)(1)(E).
- G. National Security suspensions or removals.
- H. Workmen's compensation.
- I. Classification of any position which does not result in the reduction in grade or pay of an employee.

J. Non-selection for promotion from a group of properly ranked and certified candidates.

K. Disapproval of a quality salary increase, or any other kind of honorary or discretionary award, except that allegations of improper use of procedures or violation(s) of FMS/Departmental policies used in processing such awards may be grieved.

L. Termination of probationary employees.

M. Reduction-in-force.

Section 7

For the purpose of this section and pursuant to 5 USC §7121(e)(1) of the Civil Service Reform Act, an employee exercises an irrevocable, final choice under this section when the employee or his/her NTEU representative files either a timely notice of appeal under the statutory procedure or through his/her NTEU representative a timely notice to arbitrate, whichever occurs first.

Section 8

The procedure elected shall be, to the maximum extent permissible by the law, the exclusive forum for the resolution of all matters raised or which could have been raised which are directly or indirectly related to the claim.

Having elected his/her option, the employee thereby also expressly agrees not to abuse the process and procedure by simultaneously or subsequently filing an appeal or grievance on any matter that could have been raised at the time.

Section 9

A. All initial grievances must be filed within fifteen (15) workdays after the occurrence of the matter out of which the grievance arose, or within fifteen (15) workdays of the date that the employee learned, or reasonably should have learned the facts giving rise to the grievance. The grievance form contained in Appendix 41-1 shall be used to present all grievances at all stages of the grievance procedures in this Article. Copies will be distributed to the Parties and other officials according to the instructions on the form.

B. A grievance must serve to put FMS on fair notice as to the matter that is being grieved. The grievance must be in writing and signed by the aggrieved employee and/or NTEU representative on the grievance form. All grievances shall contain the following information:

1. Specific Article(s), Section(s), of this Agreement alleged to have been violated; or the Section(s) of the law, rule or regulation alleged to have been violated or the employment condition in dispute;
2. Statement of the circumstances giving rise to the grievance, including the dates of the alleged violations and/or a statement as to why it is a continuing violation;

3. Name of the grievant(s);
4. Date grievance is submitted;
5. Name of NTEU representative (if any) and his/her telephone number;
6. Specific relief desired.

C. New issues may not be raised by either party unless they have been raised at Step 1 of the grievance procedure. However, the Parties may mutually agree to join new issues to a grievance in process.

D. An employee processing a grievance under this Article shall be limited to NTEU representation or self-representation. If an employee presents a grievance without NTEU representation, NTEU will be given an opportunity to be present at all formal discussions concerning the grievance. NTEU shall be given reasonable advance notice (at least two (2) workdays) of such meeting. The Parties agree that any adjustment must be consistent with the terms and conditions of this Agreement.

Section 10 – Employee Grievances

A. Grievances shall be processed as follows:

Step 1

The Step 1 official is normally the grievant's immediate supervisor. If the immediate supervisor is a Branch Manager, the initial grievance shall be considered at Step 2, rather than Step 1. The Step 1 official shall meet with the grievant and the grievant's representative within five (5) workdays of the filing of the grievance. The Parties will discuss the grievance and attempt to resolve it. By mutual consent, the meeting may be waived. The Step 1 official will render a written decision within five (5) workdays of the meeting or within five (5) workdays of the date the meeting was mutually waived. If the Step 1 decision is not issued within five (5) workdays, the grievant may proceed to Step 2. The Step 1 official may request the assistance of the Human Resources Department during these procedures.

Step 2

If the grievant is not satisfied with the Step 1 decision the grievant and/or the representative may appeal the decision to the Step 2 official within five (5) workdays of the date of receipt of the Step 1 written decision. The appeal must be in writing to the appropriate Branch Manager or next level supervisor. After receipt of the written appeal, the Step 2 official, the grievant, the grievant's representative, and/or the local NTEU President or Chief Steward will meet within five (5) workdays for the purpose of discussing the grievance. By mutual consent the meeting may be waived. The Step 2 official will render a written decision within seven (7) workdays of the meeting or within seven (7) workdays of the date the meeting was mutually waived. If the Step 2 decision is not issued within seven (7) workdays, the grievant may proceed to Step 3. The Step 2

official may request the assistance of the Human Resources Department during these procedures.

Step 3

1. If a grievant is not satisfied with the Step 2 decision, the grievant or the representative may appeal the decision to Step 3 by filing a written appeal with the Director (Field) or next higher level supervisor/manager (Headquarters) within ten (10) workdays of the receipt of the Step 2 Decision.

2. When the initial grievance is properly filed with an Assistant Commissioner, the next step in the grievance procedure shall be the Commissioner. It is at the Commissioner's discretion to delegate this responsibility to another manager other than the official who responded to the initial grievance.

3. After receipt of the Step 3 appeal, the Director or next higher level supervisor (or designee) who has authority to resolve the grievance shall within ten (10) workdays meet with the grievant, his/her representative, and/or local NTEU President or Chief Steward. The NTEU Field Representative may also attend. By mutual consent, the meeting may be waived. The Step 3 official may request the assistance of the Human Resources Department during these procedures.

4. Within ten (10) workdays of the meeting, or within ten (10) workdays of the date the meeting was mutually waived, the third step deciding official shall issue a written decision.

5. If the grievant is not satisfied with the Step 3 decision, NTEU may refer the matter to arbitration. The referral to arbitration must be made within thirty (30) calendar days after the date of receipt of the Step 3 decision. Arbitration requests must be invoked in writing and be delivered to the appropriate Center Director (Field) or Division/Staff Director (Headquarters) and a courtesy copy to FMS' Labor Relations Officer.

B. In no case will the grievance process include more than three (3) steps.

C. The timeframes set forth above may only be waived by mutual agreement.

Section 11

In the event that two (2) or more grieving employees within a Center or Headquarters have filed grievances involving the same facts, events, and the same issue arising out of the same incident and all grievants request the same relief, the grievances shall be joined and processed as one (1).

Section 12

A. Any grievance response or appeal to the next step will be considered timely if postmarked or delivered no later than the final day of the designated period.

B. If the day an action must be completed under this Article falls on a non-workday, the due date shall be the next regularly scheduled workday.

Section 13 – Local Union or Management Grievances

A. A grievance involving the interpretation and/or the application of this Agreement or personnel policies or practices affecting conditions of employment of bargaining unit employees in a single local FMS installation constitutes a local NTEU or Management grievance.

B. Within the time frame provided in Section 9 (A), the Local President, or Center Director (Field) or Assistant Commissioner for Management (Headquarters) (or their designees) wishing to file a grievance under this provision shall transmit a completed grievance form together with all attachments and pertinent materials to the appropriate Field Director or Assistant Commissioner for Management (or designee) or the Local NTEU President as appropriate.

C. Within ten (10) workdays after receipt of the grievance, the responding party shall schedule a meeting with the filing party to discuss the grievance. A written decision shall be issued within ten (10) workdays from the date of the meeting or within ten (10) workdays of the date the meeting was mutually waived. This shall be considered a Step 3 Decision of the negotiated grievance procedure.

NTEU shall be entitled to an equal number of representatives, on official time, to present such grievances.

Section 14 – National Grievances

A. A grievance involving the interpretation and/or application of this Agreement or personnel policies or practices which affect bargaining unit employees in more than one (1) FMS installation constitutes a national grievance. The National NTEU Representative or Assistant Commissioner for Management shall, within the time frames provided in Section 9. (A.), transmit a completed grievance in writing along with all supporting documentation to either FMS' Assistant Commissioner for Management or the National NTEU Official (or their designees).

B. The Party with whom the grievance is filed shall schedule a meeting to discuss the matter within ten (10) workdays from the date the grievance is received.

C. Within fifteen (15) workdays after the date of the national grievance meeting the responding Party shall issue a written response. This shall be considered a Step 3 Decision.

Section 15

NTEU or FMS may invoke arbitration within thirty (30) calendar days from the date of the receipt of the final grievance decision or the date upon which the final grievance decision was due. Such written notice will be delivered to the officials as specified below.

A. Local Grievances: The appropriate Chapter President or FMS' Labor Relations Officer.

B. National Grievances: The NTEU National President or the Assistant Commissioner for Management.

Section 16 – Expedited Grievance Procedures

A. The expedited grievance procedure shall apply to appeals/grievances of final decisions only in the following instances stated below:

1. Because of the special and serious impact on employees of actions which impose a suspension, reduction-in-grade or pay for disciplinary/performance reasons, removal, denial of within grade increase, or furlough of thirty (30) calendar days or less, such decisions shall be considered equivalent to a decision at Step 3 of the grievance procedure and may be appealed directly to arbitration.
2. Grievances concerning oral admonishments confirmed in writing, written reprimands, union time disputes, distribution of literature disputes, use of bulletin board disputes, denials of leave requests, and denials of union requests to use facilities will be filed at the third step of the grievance procedure and processed according to the provisions of the Article.

B. These procedures do not apply to:

1. Appeals/grievances of final decisions imposing disciplinary actions, or adverse actions issued under the emergency or exception procedures defined in 5 CFR 752, or where public or employee health, safety, or serious breach of the FMS' and/or Department's Standards of Conduct requires immediate action consistent with law and regulation;
2. Adverse actions which are appealed under procedures other than the negotiated grievance procedure; and
3. Any grievance founded, in whole and part, on equal employment discrimination; and
4. Any other matter grievable under Sections 4 and 5.

C. NTEU or the employee through his/her NTEU representative may invoke arbitration within twenty (20) calendar days from the date the final grievance decision was received in accordance with the provisions and procedures contained in Article 43, Expedited Arbitration.

Section 17

If FMS concludes at any stage prior to the issuance of a final decision that a grievance filed by an employee or NTEU is inappropriately filed under one (1) of the procedures in this Article, or

involves an issue of national significance, the Labor Relations Officer will promptly consult with the National NTEU Representative to determine the appropriate procedure under which such grievance will be decided. If the Parties agree that a different procedure is required, the grievance will be changed to a comparable step in the proper procedure. To ensure prompt resolution of an FMS or NTEU grievance in the event agreement is not reached, it is agreed that such disagreement shall automatically stay the grievance pending final resolution.

ARTICLE 42

Arbitration

Section 1

The Parties agree that grievances not settled under the provisions of Article 41, Grievance Procedure or as provided for elsewhere in this Agreement may be appealed to arbitration in accordance with the terms of this Article. NTEU and FMS, therefore, establish the following arbitration procedures applicable to the resolution of the disputes submitted under these provisions.

Section 2 – General

- A. When either Party invokes arbitration over a grievance as defined in Article 41, the Party will, within ten (10) workdays from the date of the invocation of arbitration, individually, or jointly with the other Party, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). If the request is not submitted jointly, the Party making the request shall serve written notice of such a request on the other Party at the time the request is submitted. The Parties will meet within five (5) workdays after receipt of the list to seek agreement on an arbitrator. FMS and NTEU will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine who strikes the first name.
- B. The time limits in paragraph A. above, may be extended by mutual agreement of the Parties.
- C. The Parties shall attempt to schedule a hearing within sixty (60) calendar days after the arbitrator has been selected.
- D. By mutual agreement the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits or exchanging lists of proposed witnesses.

Section 3

- A. It is agreed and understood that arbitrators shall have no power to add to, subtract from, or modify the terms and conditions in this Agreement.
- B. The arbitrators shall have authority to make all arbitrability and/or grievability determinations. It is the intent of the Parties to normally have one hearing for the purposes of addressing grievability/arbitrability issues, as well as the merits of the grievance. At the hearing, determinations concerning arbitrability and/or grievability will be made prior to addressing the merits of the original grievance.

Section 4

While the arbitrator's award is binding on the Parties hereto, FMS and NTEU retain their rights to file an exception to an award with the FLRA pursuant to its regulations.

Section 5

The arbitrator's fees and expenses, including the cost of any transcript, shall not be borne by the prevailing Party. The arbitrator shall determine and state the reason(s) for his/her final decision in every award issued under the provisions of this Article.

Section 6

An arbitrator may disqualify himself/herself in any matters referred which in his/her judgment would constitute a real or potential conflict and shall so notify the Parties and explain the nature of the conflict. The fact that the arbitrator may have participated as a Federal office holder in decisions establishing or affecting substantive or procedural rights applicable to a particular issue shall not cause automatic disqualification.

Section 7 – Arbitration Procedure

A. As set forth in this Agreement, a decision issued at the final step of the grievance procedure or as otherwise provided in this Agreement may be referred by either Party to arbitration. The right to invoke arbitration is limited to NTEU and FMS. An employee may not independently invoke any of the provisions of this Article.

B.

1. Appeals by NTEU to arbitration must be sent to the appropriate Center Director (Field) or appropriate Division or Staff Director (Headquarters) and a courtesy copy to FMS' Labor Relations Officer, except as provided elsewhere in this Agreement.
2. Appeals by FMS to arbitration must be sent to the involved Local Chapter President and a courtesy copy sent to the NTEU National Office.
3. Any appeal to arbitration by either party must be made and received by the other party within thirty (30) calendar days after receipt of the final decision rendered in Step (3) of the grievance procedure, excepted as provided elsewhere in this Agreement. If timely notice of appeal to arbitration is not received by the office of the official designated in this Article, the action may not be appealed through the arbitration procedure.

C. The Parties shall attempt to agree on a submission agreement which shall include a comprehensive statement of the issue to be referred and, as appropriate, the procedures and the manner of presentation to be followed. In the event the Parties cannot agree on the issue submitted, each shall formulate its own version. Thereafter, the Parties may meet jointly with the selected arbitrator to attempt to resolve procedural differences and, where possible, execute a submission agreement

reflecting any understandings reached. Any stipulations agreed to shall be signed by the Parties and attached to the submission agreement, which upon completion shall be delivered to the arbitrator. Only evidence or arguments material to the issue submitted shall be introduced by either Party to the arbitrator.

D. Dates and time limits applicable to arbitrations shall be agreed to by the Parties and the arbitrator. In the event a hearing is necessary, the location of the hearing shall be mutually agreeable to the Parties, but will generally be held at the respective local facility where the grievance originally occurred. The arbitrator shall give due consideration to the prompt and efficient resolution of disputes.

E. The arbitrator shall strive to issue his/her award promptly and normally within fifteen (15) calendar days after the close of the record.

F. The decision of the arbitrator with respect to the procedures and/or the form of the grievance presentation shall be final and binding on the Parties.

G. The arbitrator may, for good cause, upon written request by either Party, extend any time limits.

H. The failure of the moving Party to:

1. Adhere to the time requirements of this Article, and/or to;
2. Expeditiously pursue the arbitration procedures after stating the intent to arbitrate, (unless otherwise mutually agreed upon), will be deemed by the arbitrator to mean that the moving party has abandoned the action. Any such decision shall foreclose further processing of the arbitration.

I. The grievant, the grievant's Chapter representatives, and all employees who are called as witnesses, shall be excused from duty to the extent that they participate in the arbitration proceedings, without loss of pay. If an employee must be excused from duty, the amount of time necessary to testify and otherwise be present shall be charged to official time. The arbitrator shall have sole discretion to determine who may testify. A verbatim transcript of the arbitration proceedings shall be made (unless otherwise agreed to), with costs shared equally.

J. Arbitration hearings will be held on FMS' premises during the regular day shift hours of the basic work week. Where necessary, on the day of the hearing the grievant's shift will be rescheduled to coincide to the standard workday. If workload considerations preclude such rescheduling, the hearing will be postponed until such rescheduling can be accomplished and the postponement will be at FMS' request.

K. Nothing in these provisions shall prevent the Parties from settling a grievance prior to the arbitration hearing. In the event the Parties mutually agree to postpone, delay and/or cancel an arbitration proceeding, the Parties shall share equally any fees charged by the arbitrator for such cancellation. In the event there is no mutual agreement, the Party who postpones, delays, or cancels the hearing shall pay all fees charged.

ARTICLE 43

Expedited Arbitration

Section 1

A. The Parties agree to submit grievances concerning the following matters to an expedited procedure under the terms of this Agreement:

1. Suspensions of fourteen (14) days or less
2. Denials of annual, sick or leave without pay
3. Denials of any reasonable time NTEU representatives are entitled to under this contract
4. Bulletin board postings
5. Literature distribution
6. Written reprimands
7. Denial of application for participation in the Voluntary Leave Transfer Program.
8. Denial of request for waiver of leave donation restrictions
9. Disputes arising out of dues withholding situations at the local level
10. Other matters mutually agreed upon by the Parties.

B. The time limits and the method of obtaining an arbitrator as set forth in Section 2 of Article 42 will apply to this Article.

C. NTEU reserves the right to invoke the arbitration procedures, detailed in Article 42, for disciplinary actions.

D. The Party invoking arbitration on any matter referred to in Section 1 (A) (10) of this Article shall notify the other Party whether it wishes to use the expedited procedure. Agreement to use the expedited procedure must be reached within five (5) workdays of the date arbitration is invoked.

Section 2

- A. The arbitrator will be selected in accordance with the provisions of Article 42.
- B. The Parties and the arbitrator shall schedule a hearing to be held within twenty (20) calendar days after the arbitrator has been notified. If the arbitrator cannot hold the hearing within twenty (20) calendar days, another arbitrator will be selected. The Parties may mutually agree to extend the time limits for holding the arbitration hearing until an arbitrator is available.
- C. By mutual agreement, the Parties may arrange for a pre-hearing conference with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits or exchanging lists of proposed witnesses.

Section 3

- A. The arbitration hearing will be held on FMS' premises at the grievant's post of duty or at any site mutually agreed upon.
- B. The Parties agree that the purpose of this expedited arbitration procedures is to provide a procedure that is economical and expeditious for resolving identified grievances.
- C. The following procedural guidelines will apply:
 - 1. The hearing for a single case normally should not last longer than four (4) hours. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended;
 - 2. The hearing shall be informal;
 - 3. Strict rules of evidence will not apply;
 - 4. A verbatim transcript will not be prepared;
 - 5. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him/her by the representatives of the Parties in the most expeditious manner;
 - 6. It will be in the sole discretion of the arbitrator to determine who may testify;
 - 7. The arbitrator may exclude testimony or evidence that he/she determines to be irrelevant or unduly repetitious;
 - 8. The arbitrator shall have the authority and jurisdiction to render final and binding decisions on all grievances brought before him/her. The arbitrator will also have the authority to make an aggrieved employee whole, to the extent permitted by applicable laws and regulations;

9. The Parties have the right to present and cross-examine witnesses;
10. When dealing with disciplinary actions, the Parties agree that the jurisdiction and authority of the arbitrator and his/her opinions as expressed will be confined exclusively to the validity of the disciplinary action and the authority to affirm, mitigate and reverse FMS' decision;
11. Upon submission of reasonable proof to the arbitrator that a witness who has personal knowledge of the facts involved cannot be physically present, the arbitrator may accept an affidavit. The arbitrator should accord weight to this type of evidence as the circumstances warrant. Copies of affidavits will be made available to all Parties concerned;
12. Issues not raised by the Parties during the grievance procedure may not be raised by either Party or the arbitrator;
13. FMS and NTEU agree that the arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. An award may not include the assessment of expenses against either Party, unless the subject of the grievance concerns the division of expenses as they pertain to arbitration;
14. Either Party shall have five (5) workdays following the hearing to submit a memorandum of its position to the arbitrator. If either Party intends to submit a memorandum, that intent must be declared at the arbitration hearing. If such a memorandum is prepared, a copy will be delivered to the other Party; and
15. The arbitrator will be requested to render a written decision no later than five (5) workdays after the submission of position memoranda (if any are submitted), or in the alternative, five (5) workdays after the hearing.

Section 4

Either Party may file an exception to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 5

The arbitrator's fees will be paid in accordance with Article 42.

Section 6

The grievant's representative and all employees of FMS who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. The grievant will be on official time during the entire hearing.

Section 7

Arbitration awards rendered under these expedited procedures shall not serve as precedent in the administration of this Agreement or in subsequent arbitrations of grievances arising from the interpretations and/or application of this Agreement.

ARTICLE 44

Alternative Dispute Resolution

Section 1

Alternative Dispute Resolution (ADR) is intended to be a non-adversarial method designed to assist the Parties in addressing workplace problems outside of the traditional litigation processes. ADR is not intended to be a substitute for formal procedures.

Section 2

FMS and NTEU have established an ADR program for Equal Employment Opportunity (EEO) matters and non-EEO matters. The full content of the ADR program is located on the FMS Intranet.

Section 3

The ADR Program for non-EEO matters includes all workplace issues with the exception of the following:

1. Suitability determinations
2. Termination of temporary employees
3. Reductions-in-Force
4. Furloughs
5. Suspensions of fifteen (15) days or more
6. Reductions in grade or pay
7. Removals for misconduct or performance

Section 4

A. The ADR Program for EEO matters does not replace the existing EEO complaint procedures. It supplements the existing pre-complaint procedures under 29 CFR, Part 1614, Subpart A, with the option of a mediation mechanism as part of pre-complaint processing, and provides an option of an arbitration/mediation procedure as an alternative to the formal EEO complaint procedures under 29 CFR, Part 1614.

B. The ADR Program creates no new rights with respect to pursuing a formal complaint under the formal EEO complaint procedures of 29 CFR, Part 1614.

Section 5

Participation in the ADR Program for EEO and non-EEO matters is voluntary. Both Parties to a dispute must agree to use the ADR process before a mediator can be referred.

ARTICLE 45

Performance and Incentive Awards

Section 1 – General

- A. Performance Awards are earned as a result of an employee's annual performance rating (Sustained Superior Performance Awards (SSPs), Quality Step Increases (QSIs), and Time-Off Awards).
- B. Incentive Awards (Suggestion Awards, "On-The-Spot Awards," Time-Off Awards, and other one-time awards) are granted by FMS based on the merit of an individual or group(s).
- C. FMS/NTEU Master Labor Agreement (MLA) Awards will be awarded by joint committees as set forth in Section 5 below.
- D. There is no entitlement to a performance award or other type of incentive award. Management has determined that FMS shall implement all awards programs in a fair and equitable manner.
- E. All awards are subject to budgetary limitations and are paid at the discretion of FMS.
- F. FMS will annually provide the NTEU National Office with data on awards for bargaining unit employees. Each FMS/NTEU Chapter President shall receive the awards data for their respective region. This data will be in a mutually agreed upon digital format and consist of the bargaining unit employee's name, grade, gender, race/national origin (if available), organizational unit, type of award and amount of award received.

Section 2 – Performance Awards

- A. Sustained Superior Performance Awards (SSPs) are based on an employee's annual performance appraisal and will only be paid after the end of a full annual performance appraisal cycle. The amount of these awards is based on the employee's summary appraisal rating. SSPs will be distributed consistently within each Assistant Commissioner area.
- B. A Quality Step Increase (QSI) may be granted based on an employee's annual performance appraisal when the following standards are met:
 - 1. Employee must have received an overall outstanding rating on the annual performance appraisal (all elements rated "outstanding").
 - 2. Employee must be expected to remain for at least ninety (90) days in the same position or in a similar position at the same grade level in which the performance can be expected to continue at the same level of effectiveness.
 - 3. Employee must be a General Schedule employee.

4. At least fifty-two (52) calendar weeks must have passed since the granting of a previous QSI.
 5. If an employee, who meets the above standards, fails to receive a QSI, he/she may contact the supervisor who will provide a verbal explanation.
 6. This Section will be applicable beginning with calendar year 2009 performance appraisals.
- C. When it is determined that an employee will receive an award, a manager may choose to offer that employee the option of electing a Time-Off Award or cash award. Such awards may be used to recognize an employee or group of employees for a one-time and non-recurring accomplishment that exceeds normal job requirements.

Section 3 – Suggestion Awards

- A. FMS and NTEU agree that these suggestion awards will be administered in accordance with Chapter 451 of the Manual of Administration, “FMS Incentive Awards Program.”
- B. Suggestions submitted by bargaining unit employees will be considered for adoption within sixty (60) calendar days of receipt by the Awards Officer. Management will issue a decision in writing, or the reason for its inability to decide and an estimated date for a decision, within this sixty (60) day time period to the employee who submitted the suggestion. The decision shall include reasons for non-adoption.

Section 4 – Other Awards

Other awards, such as “On-the-Spot” Awards and Time-Off Awards are used to provide immediate recognition for a specific deed or accomplishment which may not be recognized under normal incentive programs, or which may be of the level of benefit to warrant a more formal performance award. Managers are encouraged to make optimum use of these forms of recognition.

Section 5 – FMS/NTEU MLA Awards Program

- A. Awards granted under this section will be known as awards under the “FMS/NTEU Master Labor Agreement (MLA) Awards Program” and this designation will be noted on award certificates, as well as any other letters or memoranda given to employees in connection with these awards.
- B. The FMS/NTEU MLA Awards Program is not a substitute for the Agency’s awards program identified in its policy, Manual of Administration, Chapter 451, FMS Incentive Awards Program.
- C. The FMS/NTEU MLA Awards Program is an awards program collectively agreed to by both management and union to further recognize bargaining unit employees whose contributions are noteworthy.

- D. The FMS/NTEU MLA Awards Program will be governed by independent committees located in FMS Headquarters and Regional Field Offices. These committees will be comprised of an equal number of management and NTEU representatives totaling not more than six (6) members who will each serve a term of two (2) years. Each committee shall rotate the chairperson position each year between the Agency and the Union. NTEU will be represented on each Committee by that location's Chapter President and two NTEU member designees.
- E. FMS/NTEU MLA Awards Committees will establish awards that recognize "noteworthy contributions" of a bargaining unit employee individually, or group of bargaining unit employees, collectively, that contributed to the operation and/or mission of the agency. Each Committee must meet at least quarterly to review MLA Award nominations and will devise their own criteria and process for reviewing award nominations at their first meeting. The Committees may elect to distribute awards during any quarter or period within the fiscal year.
- F. The FMS/NTEU MLA Award Committees will consider both self-nominations and peer-nominations submitted via the FMS/NTEU MLA Award Form. Nomination forms may be submitted for consideration between January 1 and July 31 of each calendar year. All awards will be submitted to the respective Human Resources Office for processing by the second week of August. MLA Awards will be presented to the recipients by September 30th (i.e., the end of the fiscal year). The submission of a nomination form does not entitle the nominee to an award.
- G. In the event that a committee is unable to reach agreement regarding an award nomination or amount of a particular award after three successive votes, the chairperson shall have the ultimate decision authority in that instance.
- H. The Agency shall determine the total amount dedicated to the FMS/NTEU MLA Awards Program no later than thirty (30) days after enactment of FMS's annual appropriation. FMS will dedicate \$50,000.00 for the first year of the MLA Program, and an equivalent amount annually, barring changes in budget conditions. This amount shall be distributed to each Committee on a pro-rata basis, which shall reflect the number of Bargaining Unit employees at each FMS location employed by October 1. The Agency shall notify each Chapter President of the total amount dedicated to the MLA Awards Program and the amounts designated for each committee located in FMS Headquarters and Regional Field Offices. The minimum award under this section is \$250.00 or the "time-off" equivalent.
- I. The Assistant Commissioner for Management (A/C Management) has oversight authority for the FMS/NTEU Awards Program in accordance with applicable law, rules, regulations and FMS policies.

Section 6 – Program Review

- A. FMS and NTEU, through a Joint Task Force, will annually conduct a study of the performance management and awards programs and report the results of the study to the first Labor-Management Relations Committee (LMRC) meeting convened in the year

following the close of the performance appraisal cycle under review. The purpose of the study shall include identifying ways to improve these programs.

B. The Joint Task Force shall consist of no more than a total of eight (8) members unless otherwise mutually agreed to by both Parties. NTEU shall have the right to appoint an equal number of representatives to the task force as appointed by management. The members may vary from year to year.

C. The Joint Task Force shall be provided access to information necessary to its study. The Joint Task Force shall establish its internal operating procedures and review them annually. FMS will provide necessary administrative support for the task force.

Section 7 – Individual Requests for Review

A. An employee may submit a written inquiry to his/her immediate supervisor concerning the employee's own eligibility for an incentive award. The inquiry shall include the type of award to which the employee believes he/she is entitled and a specific reference to the performance, special act or service that warrants the award.

B. The supervisor will give serious consideration to the inquiry and respond in writing within twenty (20) working days. The response shall include a decision on whether the supervisor concurs with the employee's position and if not, the reasons for non-concurrence.

C. If the supervisor concurs with the employee, the supervisor shall, within five (5) working days of the delivery of the response, recommend that an award be issued. The recommendation shall be reviewed by the second level supervisor and, if approved, forwarded to the FMS Awards Officer.

Section 8 – Processing Recommendations

A. After the supervisor has considered all employees assigned to him/her for awards and determined that one (1) or more employees merit awards, the supervisor shall promptly recommend the employee(s) for such an award. Such recommendations are subject to budgetary, statutory and regulatory constraints.

B. When there has been a delay in issuing a QSI, funds permitting, the award shall be issued retroactive to the date of the first full pay period following February 14th after the performance year.

APPENDIX 8-1

Statement of Acknowledgement

Nature of Interview

You are here as part of an administrative investigation. The answers you give during this investigation may determine if certain allegations are substantiated, or unfounded. If at any point during the interview, you provide information regarding criminal misconduct, the interview will be terminated and the case will be referred to the Office of the Inspector General.

**Giving Testimony in an Authorized Inquiry: MOA 735-04 D Policy 5
Responsibilities of FMS Employees: MOA 735-07**

When directed to do so by appropriate Service or Treasury authority, employees must testify and respond to questions truthfully, under oath or affirmation and in confidence when required, concerning matters of official interest. Failure to testify, respond to questions, or give truthful answers, under oath or affirmation and in confidence when required, may subject the employee to removal from Federal employment or other disciplinary/adverse action. Moreover, furnishing false information may also result in criminal prosecution pursuant to Title 28 U.S. Code §1746.

All employees, without exception, are responsible for complying with the standards and rules of conduct applicable to FMS employees.

Counsel/Third Party Representation

You may elect to have a third party representative (NTEU representative, attorney, or witness) present during this interview.

In order to maintain the integrity of this investigation, you are not to discuss or exchange information related to this investigation with anyone. Interview statements may be reviewed by Treasury authorized entities, and, in some circumstances, by FMS Labor Employee Relations and NTEU.

I have read and understand the above policies.

Printed Name: _____ Date _____

Signature: _____

Security Specialist Name: _____

Signature: _____

APPENDIX 8-2

MIRANDA WARNING

1. You have the right to remain silent.
2. Anything you say can and will be used against you in a court of law.
3. You have the right to talk a lawyer and have one present with you while being questioned.
4. If you cannot afford to hire a lawyer, one will be appointed to represent you before any questioning.
5. You may also waive the right to counsel and your right to remain silent and you may answer any questions or make any statements you wish. If you decide to answer questions, you may stop answering questions at any time to consult with an attorney.
6. Do you understand what you have just been told?

APPENDIX 8-3

KALKINES RIGHTS

Before we ask you any questions, it is my obligation to inform you of the following:

You are here to be asked questions pertaining to your employment with the Financial Management Service and the duties that you perform for the Financial Management Service. You have the option to remain silent, although you may be subject to removal from your employment with the financial management service if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions proposed to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to criminal prosecution for any false answer that you may give.

APPENDIX 8-4



NATIONAL TREASURY EMPLOYEES UNION

Chapter _____

The employee's exclusive representative for all eligible employees is Chapter _____ of the National Treasury Employees Union (commonly known as "NTEU"). So that your chapter may provide maximum services and opportunities to employees, NTEU invites you to furnish the following information.

Name: _____
Last First Middle Initial

Address: _____
Number Street

City State Zip Code

Work Phone: _____ Home Phone: _____

SSN: _____ Division: _____

I am interested in learning more about the following Union activities and/or working in one of these areas:

_____ Steward _____ Membership Recruiting _____ Legislative
_____ Social _____ Membership Services _____ Public Relations

I would like information on the following NTEU programs:

_____ Term Life Insurance _____ Auto & Homeowners Insurance
_____ Hospital Indemnity Plan _____ Short-term Disability
_____ Credit Cards _____ Car Rental Discounts
_____ Hotel Discounts _____ Real Estate Services
_____ Moving Services _____ Critical Illness & Cancer Insurance
_____ Accidental Death/Dismemberment Coverage

APPENDIX 8-5

EMPLOYEE BILL OF RIGHTS

The Parties agree to the following:

1. FMS employees and management officials should be treated with respect;
2. FMS employees should be trained and given instructions to perform their jobs;
3. FMS employees are entitled to a copy of their performance plans;
4. FMS employees should be encouraged to participate in the Career Development (CADE) Program; and
5. FMS employees should be encouraged to participate in the FMS Suggestion Program.

ABSENCE FROM THE JOB TO PERFORM REPRESENTATIONAL DUTIES

PART I

Date: _____

Time Departed: _____

Place of Meeting: _____

Telephone Number: _____

Time Returned: _____

Estimated: _____ Actual: _____

Total Time Absent: _____

Approval ()

Disapproval () Reason: _____

Signatures:

NTEU Representative: _____

Supervisor: _____

Print/Signature

Distribution:

LER Branch, Union President, Supervisor

PART II

Amount of Time Charged for Absence

A. Chapter Bank Time

Hours/Minutes to nearest 1/4 hour

B. Grievances/Appeals

Hours/Minutes to nearest 1/4 hour

C. Mid-Term Negotiations

Hours/Minutes to nearest 1/4 hour

D. Labor-Management

Hours/Minutes to nearest 1/4 hour

E. Term-Negotiations/Reopen

Hours/Minutes to nearest 1/4 hour

APPENDIX 11-1

Dues Tape Codes

Information Codes used on the NTEU biweekly dues withholding tape generated by the National Finance Center.

<u>Code</u>	<u>Description</u>	<u>Explanation</u>
D	Continuing	Dues withholding is continuing to be withheld.
E	Insufficient Pay	No union dues were deducted because the employee either did not receive any pay or there were insufficient funds remaining for the union dues after higher precedence deductions were taken.
F	New Allotment	Represents the first pay period that a new allotment is effective. If there are insufficient funds for dues withholding during the first pay period, Code F will be used as the Information Code for that pay period and Information Code E will not be used in these instances.
G	Revocation	Appears on the magnetic tape only during the pay period in which dues withholding is revoked (terminated), and represents allotments that have been permanently terminated.
H	Separation (Other than Retirement)	Identifies all employees separated during the pay period, except for those who retire.
I	Pay adjustments (plus amounts only)	Adjustments that are being paid to NTEU.
J	Movement out of recognition area	Identifies employees who are permanently transferred or reassigned to a non-bargaining unit position.
K	Seasonal employee, or on-call employee, to non-duty status (pay period that seasonal or on-call employee is placed in non-duty status)	Seasonal employees or on-call employees, Work Schedule Codes G, H, J, Q, R, or T who are placed in a non-duty status will be identified by Information Code K in the pay period the action occurs. (Thereafter they will be identified by Information Code N until the pay period they return to duty.)

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB Control Number: 1215-0181

Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
 First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: () _____ Fax: () _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___No ___Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___No ___Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___No ___Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___No ___Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___ No ___ Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.



DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
HYATTSVILLE, MD 20782

LEAVE RECIPIENT APPLICATION

APPLICANT INFORMATION (Applicant Completes)

Name: _____
Social Security No.: _____ Work Phone No. _____
Position Title, Pay Plan, Series and Grade: _____
Work Location: _____
Supervisor's Name/Work Phone No. _____

Your Timekeeper/Key Point of Contact Name, Office Address and Phone No.:

Nature and Severity of Medical Emergency: _____

Physician who can verify medical condition (name and phone no.) _____

Date Medical Emergency Began: _____
Date Medical Emergency is Expected to End: _____

Current Leave Balance: Annual hours _____ Sick hours _____
Leave Without Pay hours used for Medical Emergency: _____

Name of Representative (if used): _____
Relationship to you: _____ Phone No.: _____

SIGNATURE: _____ DATE: _____

SUBMISSION: Applicant gives application to immediate supervisor who forwards it to the approving official for approval/disapproval.

DECISION: (check one): Approved _____ Disapproved _____

Reason for Disapproval: _____

Approving Official's Signature: _____ Date: _____

DISPOSITION - Approving official sends original application to the Human Resources Division Room 101A, PG Metro Center II, keeps a copy and gives recipient and recipient's immediate supervisor a copy of the approved application.

DISPOSITION - Approving official sends original application to the Human Resources Division Room 101A, PG Metro Center II, keeps a copy and gives recipient and recipient's immediate supervisor a copy of the approved application.



FMS LEAVE DONOR APPLICATION

LEAVE DONOR INFORMATION (Donor Completes)

Name		Social Security Number	Work Phone
Position Pay Plan, Series, Grade, and Title			
Annual Leave Balance	_____ Hours	Donation	_____ Hours
Work Organization			
T&A Contact - Donor's Payroll Office			Phone
Signature			Date

LEAVE RECIPIENT INFORMATION (Donor Completes)

Recipient's Name

Name of Recipient's Supervisor	Work Phone
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FMS Leave Recipient's Payroll Office (Check One)

Headquarters
 Austin
 Kansas City
 San Francisco
 Washington (WFC)
 Birmingham
 Philadelphia

Where to Send Donation for Non-FMS Recipient – Address

Leave Transfer Contact for Non-FMS Recipient

Name	Phone
------	-------

SUBMISSION – Donor gives application to immediate supervisor for verification of the donor's current annual leave balance and immediate supervisor forwards it to the approving official.

Verification Date of Annual Leave Balance

Decision (Check One) Approved Disapproved

Reason for Disapproval or Waiver of Donation Limitation (when applicable)

Approving Official's Signature	Date
--------------------------------	------

DISPOSITION – Approving official sends original application to the donor's servicing payroll office, keeps a copy, and gives donor and donor's immediate supervisor a copy.

APPENDIX 39-1

DOCUMENTATION RECORD

EMPLOYEE'S NAME (Last, First, Middle Initial)		SUPERVISOR'S NAME (Last, First, Middle Initial)	
Date of Contact	Event/Circumstances Giving Rise to Contact	Supervisor's Summary of Discussion	Date of Entry
EMPLOYEE'S COMMENT			
			Date of Entry

APPENDIX 41-1
Negotiated Grievance Form

1. Employee(s) Name _____ Telephone No. _____
2. Employee(s) Position _____
3. Employee(s) Division or Staff _____
4. Employee(s) Section/Branch _____
5. Employee(s) Representation: _____ Self _____ Union _____ Other _____
 - A. Representative Name _____
 - B. Representative Division or Staff _____
 - C. Representative Section/Branch _____
6. Name and title of supervisor to whom this is submitted:

Telephone No. _____
7. Description of grievance (i.e., nature of incident giving rise to grievance, place where incident occurred, person(s) involved, etc.):
8. Article and Section of the negotiated Agreement (or regulation as appropriate) alleged to have been violated:
9. Adjustment desired:

Signature of Grievant(s) _____

Signature of Union representative, if any _____

Telephone No. _____