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For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local Local 2910 ("The Guild")

Occupations Represented
Librarians

Bargaining Agency United States Library of Congress

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Contact Saul Schneiderman, <sasc@loc.gov>

Full text contract begins on following page.

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1. PARTIES AND PURPOSE OF AGREEMENT	1
ARTICLE 2. MANAGEMENT RIGHTS	2
ARTICLE 3. EMPLOYEE RIGHTS	3
ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY	8
ARTICLE 5. GUILD RIGHTS	10
ARTICLE 6. GUILD REPRESENTATION	12
ARTICLE 7. LIBRARY/GUILD COOPERATION	13
ARTICLE 8. MIDTERM BARGAINING	14
ARTICLE 9. USE OF OFFICIAL FACILITIES AND SERVICES	16
ARTICLE 10. PARKING	18
ARTICLE 11. FOOD SERVICE	19
ARTICLE 12. PERSONNEL RECORDS	20
ARTICLE 13. POSITION CLASSIFICATION	24
ARTICLE 14. CLASSIFICATION PROMOTION PLANS	25
ARTICLE 15. PERFORMANCE EVALUATION	28
ARTICLE 16. MERIT EMPLOYMENT AND PROMOTIONS	35
ARTICLE 17. DETAILS	37
ARTICLE 18. REASSIGNMENT	39
ARTICLE 19. REDUCTION-IN-FORCE	40
ARTICLE 20. REORGANIZATIONS	48
ARTICLE 21. HOURS OF DUTY	49
ARTICLE 22. OVERTIME	53

ARTICLE 23. CREDIT HOURS	54
ARTICLE 24. LEAVE	55
ARTICLE 25. VOLUNTARY LEAVE BANK PILOT PROGRAM	69
ARTICLE 26. TIME-OFF AWARDS	76
ARTICLE 27. PROFESSIONAL DEVELOPMENT AND TRAINING	78
ARTICLE 28. LAW LIBRARY	84
ARTICLE 29. RELOCATIONS	84
ARTICLE 30. HEALTH SERVICES	85
ARTICLE 31. EMPLOYEE ASSISTANCE PROGRAM	87
ARTICLE 32. HEALTH AND SAFETY COMMITTEE	90
ARTICLE 33. WORKING CONDITIONS	91
ARTICLE 34. ALTERNATIVE DISCIPLINE PROGRAM	96
ARTICLE 35. ALTERNATIVE DISPUTE RESOLUTION	99
ARTICLE 36. NEGOTIATED GRIEVANCE PROCEDURE	107
ARTICLE 37. ARBITRATION	112
ARTICLE 38. TELEWORK PILOT PROGRAM	113
ARTICLE 39. COPIES OF THE AGREEMENT	120
ARTICLE 40. DURATION OF THE AGREEMENT	121
APPENDICES	123
Merit Selection and Promotion Plan	
Risk Assessment Code	
LCR 2016-1 (Position Classification Organization)	
LCR 2016-2 (Position Classification Appeals)	
LCR 2025-8 (Americans with Disabilities Act) and Agreement:	
Implementation of Americans with Disabilities Act	
LCR 2015-21 (Family and Medical Leave Act) and Agreement:	
Implementation of the Family and Medical Leave Act	
Telework Pilot Agreement	

PREAMBLE

WHEREAS the public interest requires high standards of performance and continual development and implementation of modern and progressive work practices to facilitate improved performance and effectiveness; and

WHEREAS the well-being of employees and efficient administration of the Library are benefitted by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees is improved through the maintenance of constructive and cooperative relations between labor organizations and management officials;

THEREFORE this Agreement is entered into for the benefit of the Library and its bargaining unit employees.

ARTICLE 1. PARTIES AND PURPOSE OF AGREEMENT

Section 1. This Agreement is made and entered into between the Library of Congress hereinafter referred to as the “Library” and Local 2910, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Guild,” and collectively known as the “Parties.”

Section 2. The bargaining unit to which this Agreement applies is composed of all professional employees of the Library, including permanent and indefinite part-time employees, but excluding the LC Police, temporary employees with appointments of ninety (90) days or less, employees of the Congressional Research Service, Human Resources Services, the Federal Research Division, and all persons excluded from the definition of employees by 5 USC 7103.

Section 3. The Library hereby recognizes the Guild as the exclusive bargaining representative of all employees in the bargaining unit and the Guild recognizes its responsibility to represent the interests of all employees in the bargaining unit without discrimination, with respect to grievances, personnel policies, practices, and conditions of employment, subject to the expressed limitations set forth in this Agreement and 5 USC Ch. 71.

Section 4. The Parties affirm that the public purpose to which the Library is dedicated can be advanced through understanding and cooperation achieved through collective bargaining.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities to which the Library is subject, by Library regulations (LCRs) in existence at the time of this Agreement that are not inconsistent with this Agreement, and by subsequently-published Library policies and regulations including those required by law and/or by the regulations of appropriate authorities to which the Library is subject.

Section 2. Management officials of the Library retain the rights in accordance with applicable laws and regulations, and nothing in this Agreement shall affect the authority of any Library official:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. in accordance with applicable laws:
 1. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 2. to 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. to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3. In making rules and regulations relating to personnel policies, practices, and conditions of employment, the Library shall give due regard and consideration to the rights of the Guild and for the obligation imposed on it by this Agreement and 5 USC Ch. 71. Unless waived in this Agreement, and/or in midterm bargaining agreements, the obligation to meet, consult, and bargain does not include the following matters: numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work. This does not preclude the Parties from negotiating procedures which management officials of the Library will observe in exercising their authority, and appropriate arrangements for employees adversely affected by the exercise of any authority under this article.

Section 4. Human Resources Services shall receive five (5) published copies of Guild literature which has a general distribution through the Library mail system such as newsletters, flyers, etc.

ARTICLE 3. EMPLOYEE RIGHTS

Section 1. The Library recognizes the rights of employees specified in this Agreement as well as those rights contained in applicable LCRs including, but not limited to 2010-3.1 (Resolution of Problems, Complaints and Charges of Discrimination in Library Employment and Staff Relations under the Equal Opportunity Program), 2023-1 (Personal Conduct and Personal Activities of the Staff of the Library of Congress: Purpose, Policy, and General Standards of Conduct), and 2023-2 (Conduct in Official Positions).

Section 2. Each employee, without exception, has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Guild or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise provided in 5 USC Ch. 71, such rights include the right (a) to 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 government, the Congress, or other appropriate authorities; and (b) to engage in collective bargaining with respect to conditions of employment through authorized representatives. The Library shall take action required to assure that employees in the bargaining unit are apprized of their rights and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a union.

Section 3. Employees shall be informed in advance of the purpose of meetings held pursuant to LCR 2017-5 (Obligations of Management and Staff to Fulfill Position Requirements), LCR 2013-4 (Within Grade Increases), LCR 2020-3 (Policies and Procedures Governing Adverse Actions), or Article 15 (Performance Evaluation).

Section 4. The Library agrees that prior to taking a written or sworn statement from a bargaining unit employee on a matter about which there is reasonable cause to believe may result in disciplinary action being initiated against the employee, the Library will inform the employee of the purpose of the Library's action and that he/she may have a Guild representative present. The Library agrees that prior to interrogating an employee on a matter about which there is reasonable cause to believe may result in disciplinary action being initiated against the employee, the Library will inform the employee of the purpose of the Library's action, and the employee may, upon request, have a Guild representative present if such representative is available within one (1) workday to assist the employee or as otherwise agreed.

Section 5. Representation At Meetings

A. An employee shall have the right, upon request, to be represented by a Guild steward or officer at:

1. the presentation of a notice of adverse action proposed pursuant to LCR 2020-3 (Policies and Procedures Governing Adverse Actions); and
2. meetings concerning any grievance, or any personnel policy, or practice, or other general condition of employment.

B. Except as otherwise provided for in this Agreement or in the case of emergencies, the Library will notify employees of staff meetings in a timely manner. "Timely notice" is defined here as notice provided at least forty-eight (48) hours in advance when practicable, and at least twenty-four (24) hours in advance except in case of emergency.

C. The Library shall annually inform its employees of their right to representation under this article.

D. The rights of any employee to representation under the provisions of this section shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Guild, of the employee's own choosing in any regulatory or appeal action not under Article 36 (Negotiated Grievance Procedure). The employee may exercise grievance or appellate rights which are established by law, rule, or regulation.

Section 6. In an adverse action an employee may file either a grievance or an appeal under LCR 2020-3, but not both. If an employee covered by this Agreement decides to file a grievance, the grievance process will begin at Step 2. An employee shall be deemed to have exercised his/her option when a grievance is timely filed or an appeal under LCR 2020-3 is initiated, whichever occurs first. However, this provision in no way precludes an employee from grieving a Library determination with regard to a hearing officer's decision.

Such decisions of hearing officers on appeals of adverse actions taken under LCR 2020-3 shall be final and binding upon the Parties unless the Librarian or his/her designees determines within twenty (20) working days that the decision is arbitrary or capricious, or otherwise not in accordance with applicable law, rule or regulation. In such an event the Librarian or his/her designee shall issue a decision setting forth the bases for his/her conclusions. Such decisions by the Librarian or his/her designee shall be subject to Article 36 (Negotiated Grievance Procedure).

Grievances regarding such decisions will begin at Step 2. In all other cases, the Librarian's or his/her designee's decision shall affirm the hearing officer's decision in its entirety.

Section 7. Each employee shall have an amount of time as specified to prepare for the following:

- a. twenty-four (24) hours for the preparation of a grievance or complaint and for the preparation of an appeal;
- b. thirty-six (36) hours in cases of discrimination;
- c. ten (10) hours for appeal of a performance rating, denial of a within grade, or classification appeal; and
- d. fifteen (15) hours for preparation in dispute resolution proceedings.

Additional time will be granted upon reasonable request. This use of official time shall not include time spent presenting grievances, complaints, and/or appeals to appropriate management officials or hearing officers. Employees shall not abuse this grant of official time. All time spent pursuant to this section shall be recorded on a form by the supervisor of the employee and initialed by the employee and his/her supervisor. The form shall specify the purpose for which the time is being

used.

Section 8. The Library will not require or request any employee to invest money or donate to charities, provided, however, the Library may give employees the opportunity to avail themselves of such activities. The Parties agree that employees are encouraged to contribute and participate in such activities. However, the Library shall ensure that no coercion is used to either make employees participate in or contribute to such activities. The Library will not require employees to participate in activities, meetings, or undertakings not related to the performance of official duties.

Section 9. The Library will not require any employee to disclose, nor will the Library disclose, his/her race, marital status, sex, sexual orientation, religion, national origin, political or union affiliation, physical or mental disability, except as required by law and directives of higher authority to which the Library is subject.

Section 10. Employees shall have the right during working hours to contact the following officials or offices:

- a. appropriate Guild representatives;
- b. Human Resources Services;
- c. Equal Employment Opportunity Counselors, Officers or Dispute Conveners;
- d. a supervisor or management official of a higher rank than the employee's immediate supervisor;
- e. Dispute Resolution Center;
- f. Office of the General Counsel;
- g. Health Services Office; and
- h. other official internal common service offices.

Normally, an employee will be allowed to telephone or visit the aforementioned offices. Upon notification to his/her supervisor an employee may be requested to delay making a visit when workload or other organization exigencies require that the employee remain at his/her worksite. Employees have the responsibility to exercise their right judiciously and expeditiously.

Employees may be required to state the general purpose of the contact but will not be required to discuss in detail with their supervisor the reasons they wish to contact any of the above officials or offices.

Section 11. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, where the debt has not been reduced to a judgment by a court of competent jurisdiction, the Library will neither act as an arbitrator nor will the Library take any action against any employee with respect to an alleged debt.

Section 12. In the event an employee does not receive the correct amount due on his/her regular payday the Library will take the following action:

- a. upon notification by the affected employee, the Library will take prompt action to see

that the employee receives a supplemental check, normally within two (2) workdays, when an employee has been underpaid for regular hours of work;

b. upon notification by the affected employee of an error in premium pay, including night differential, Sunday premium, holiday pay and overtime, the timekeeper, after verification and certification, will submit a corrected time sheet in the next transmission period after discovery of the error, and the retroactive monies will be in the paycheck for that pay period; and

c. retroactive pay adjustments for two (2) or more pay periods for any reason will be computed and processed as soon as possible, normally within thirty (30) days.

Section 13. The Library agrees to offer notary services to all employees to meet official needs. Notaries will provide free service to employees to meet their personal needs provided such arrangements do not interfere with official work. A list of notaries will be provided in the telephone directory.

Section 14. The Library shall make available to each employee information concerning services offered to employees.

Section 15. Employees have the right to receive without charge a copy of:

a. their official current position description;

b. position descriptions when they are applying for a posted vacancy; and

c. position descriptions related to appeals, complaints, or grievances.

In addition, employees shall receive upon reasonable request for the purposes of career development only, and at cost of photoduplication, copies of other position descriptions throughout the Library.

Section 16. Services for Disabled Employees

A. In accordance with the Americans with Disabilities Act and appropriate LCRs, the Library shall provide assistance upon request and when needed for the accomplishment of official work.

B. The Library shall supply a TTY as needed in divisions where there are one or more deaf employees. Additional TTYs shall be maintained by the Library to meet employee needs within a reasonable period of time.

C. The Library will make available upon request qualified persons to interpret for deaf employees and to read for visually handicapped employees for the accomplishment of official work.

D. The Library shall make available to its visually handicapped employees LCRs, Special Announcements, and this Agreement in the most readily available format, including copies in machine readable format or braille, or through a staff person who serves as a reader. The Library shall make reasonable effort to comply with an employee's request for a particular format.

Section 17. The Library affirms the right of employees to dress as they choose. In exercising this right, employees shall dress in good taste as reflected by a neat and clean appearance and appropriate dress. To the extent occupational demands require it, the Library may require affected employees to wear uniforms, work clothes, and protective devices and equipment.

Section 18. The Library recognizes employees' right of privacy, particularly with regard to conduct off duty and off Library premises. Employees recognize a cognate responsibility, as public employees, to conduct themselves in a manner that will not bring opprobrium or discredit to the Library or themselves.

Section 19. The Library shall not require an employee to make a report concerning any of his/her activities or undertakings unless such activities or undertakings are financially underwritten by the Library.

Section 20. LCRs affecting conditions of employment become operative once they have been published and distributed. Special Announcements become operative when they are published.

Section 21. The Library shall take appropriate measures, within the capabilities of its available resources, to provide employees with the means to secure their valuables. The Library shall provide lockers with locks to those employees whose work requires them to change their clothes.

Section 22. Each employee shall be furnished with a Library of Congress identification card containing his/her name, signature, photograph, and employee number. Because the Library has determined that the identification card must be worn visibly rather than carried, the card shall be equipped with a chain or a clip. At the request of the employee, a protective cover will be provided which can be placed over the employee's name and social security number.

Section 23. The Library shall provide smocks or aprons, gloves and face masks for those employees who must handle books which are in poor condition or who work in dusty areas.

Section 24. Employees will be given E-MAIL accounts, necessary training and documentation, and reasonable access to equipment to enable them to use E-MAIL in fulfillment of their official duties and responsibilities.

Section 25. Confidentiality of Communications

A. Each employee may use the interoffice mail system in the Library for official business and as otherwise provided for in this Agreement. Official Library mail received at the Library through regular postal deliveries and internal Library mail addressed to unit employees marked "personal" or "confidential" shall normally be forwarded unopened, except in those situations where operational needs may warrant the opening of the mail by other than the addressee.

B. Staff electronic mail communications normally shall be held confidential and not be subject to third party scrutiny, unless required to meet operational needs. The Parties agree that this

provision does not apply to communications of a record nature (e.g. minutes of meetings, or notes mailed to staff regarding work procedures, policies, and the like).

Section 26. The Parties agree to continue, unless changed through this Agreement, any common employee benefits, practices, and understandings mutually acknowledged by the Parties and not specifically inconsistent with this Agreement. Nothing contained in this section shall diminish the right of the Library to exercise its rights set out in Article 2 (Management Rights). Prior to enforcing an LCR involving personnel policies, practices, and conditions of employment, where the Library believes that it may have been lax in enforcement, the Library agrees to consult with the Guild concerning the matter.

ARTICLE 4. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both Parties agree to promote actively the goal of Equal Employment Opportunity (EEO) throughout the Library. There shall be no discrimination in the Library against any employee on account of race, color, sex, age, religion, national origin or non-disqualifying disabilities.

Section 2. There shall be no discrimination against any employee because of his/her creed, marital status, or sexual orientation. In addition, an employee's personal associations, social activities, and private financial affairs shall in no way be considered in a promotion, placement, or selection unless they involve a violation of law or may adversely affect the ability of the individual to perform the duties and responsibilities of the position.

Section 3. The Parties recognize and understand the requirements imposed on the Library by the Equal Employment Opportunity Act of 1972, as amended. It is understood and agreed that the Librarian of Congress, by that Act, is assigned the responsibility for carrying out all EEO plans and programs in the Library.

The Library agrees to meet at reasonable times, and prior to the proposed implementation of the plans, to consult and bargain in good faith with respect to all aspects of such plans and programs which affect personnel policies, practices, and matters affecting conditions of employment. The Library agrees to provide maximum opportunity for participation by the Guild in the development of all Affirmative Action Plans (AAP) and to ensure full consideration of all suggested programs proposed by the Guild for inclusion in such plans. The Library agrees to meet reasonable requests for non-privileged and non-confidential data relevant and necessary to assist in such considerations within a reasonable time.

Section 4. It is understood and agreed by both Parties that procedures controlling program operations under the Library's AAPs shall not be governed by this Agreement except to the extent stated in the AAPs themselves. This section shall apply in particular to the following articles of this Agreement:

- a. Article 13. Position Classification;

- b. Article 15. Performance Evaluations;
- c. Article 16. Merit Employment and Promotions;
- d. Article 18. Reassignment; and
- e. Article 27. Professional Development and Training.

Section 5. It is the policy of the Library of Congress that sexual harassment is unacceptable in the workplace and will not be condoned. Harassment on the basis of sex is a prohibited personnel practice and is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 6. The Library will conduct an annual review of the EEO Program and discuss the results with the Guild.

Section 7. The Library shall provide the Guild information including but not limited to the following:

- a. workforce composition (by agency and service unit) by race, sex, and grade level;
- b. composition of each major occupation (job series) by race, sex, and grade level;
- c. upward mobility and entry level positions filled by race, sex, through internal recruitment and through outside recruitment;
- d. the number and type of involuntary terminations of employment by race, sex, and grade level;
- e. numbers of adverse actions taken by race, sex, and grade level; and
- f. numbers and types of discrimination complaints, by division or office.

Section 8. The Guild shall have the right to represent a complainant in proceedings under LCR 2010-3.1 (Resolution of Problems, Complaints, and Charges of Discrimination in Library Employment and Staff Relations Under the Equal Employment Opportunity Program).

Section 9. An employee who charges the Library with discrimination on account of race, color, sex, age, religion, national origin, or non-disqualifying disability may file either a grievance or a complaint under LCR 2010-3.1, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the above regulation or timely files a grievance in writing, whichever comes first.

An employee who charges the Library with discrimination on account of creed, marital status, or sexual orientation may file a grievance according to Article 36 (Negotiated Grievance Procedure), but not a complaint under LCR 2010-3.1.

ARTICLE 5. GUILD RIGHTS

Section 1. The Library shall in no way restrain, interfere with, coerce, or discriminate against designated members of the Guild in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling of grievances and appeals, furthering effective labor-management relations, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

Section 2. The Guild shall receive five (5) published copies of all LCRs, Special Announcements, and directives from higher authority to which the Library is subject that relate to personnel policies, practices, or conditions of employment.

Section 3. All new employees within the bargaining unit shall be informed that the Guild is the exclusive representative of the employees in the bargaining unit. Biweekly the Guild will be furnished the names, positions, grades, series, organizational units, and dates of entry of new employees in the bargaining unit as well as transfers, promotions, and resignations of bargaining unit employees.

Section 4. The Library shall consult with the Guild before instituting, discontinuing, or altering any shuttle bus service between Capitol Hill and outlying annexes.

Section 5. The Guild shall be given the opportunity to be represented at formal discussions between management and employee(s) or his/her representative(s) concerning grievances, personnel policies, practices, or other matters affecting general conditions of employment.

Section 6. The Guild shall be entitled to have a member on all committees, councils, and task forces in the Library which include bargaining unit staff as members and which have as their principal purpose the consideration of matters affecting personnel policies, practices, or conditions of employment except as prohibited by 5 USC Ch. 71.

Section 7. Notification of Meetings

The Library normally will notify the Guild of meetings at which it is entitled to representation at the same time as other attendees are notified. Such notice will be provided at least forty-eight (48) hours in advance when practicable, and at least twenty-four (24) hours in advance except in case of emergency. The Library will inform the Guild of meetings by memo, E-MAIL, telephone, or in person, specifying the time, location, and agenda for the meeting. The Guild normally will confirm its attendance with the convener of the meeting.

The Library will hold emergency meetings only after notifying the Guild.

Section 8. Guild representatives have the right to participate as speakers in orientation sessions for new employees.

Section 9. The Library agrees that a bargaining unit listing, consisting of each employee's name, series, grade, title, and organizational unit, will be supplied quarterly in machine readable format to the Guild.

Section 10. Up to twenty-four (24) hours of excused absence shall be permitted the Guild President, Vice-President, Chief Steward, and stewards to attend Guild-sponsored training sessions during the first contract year. Up to sixteen (16) hours shall be authorized during subsequent contract years. Should both Parties consent, no more than eight (8) hours of those training sessions will be conducted jointly by the Library and Guild.

Section 11. The Library will notify in writing and consult the Guild:

a. at least ten (10) days prior to the beginning of a proposed study (including classification studies and maintenance reviews) or survey by the Library or by consultants principally dealing with conditions of employment in the bargaining unit. Upon completion of the study, the Library will provide the Guild with (a) a summary prepared by the consultant, if available, and (b) access to the final results;

b. at least fifteen (15) days before the issuance of a Request for Proposals (RFP) for a contract which would directly affect personnel policies, practices, or conditions of employment;

c. twice each year, the Library will brief the Guild on:
1. experts and consultants whose work directly affects conditions of employment of employees; and
2. its inventory of commercial activities.

Should the Guild require information in this area which goes beyond that addressed through the semi-annual briefings, the Guild will specify in writing the information needed and why it is necessary, including the uses to which the Guild will put the information and the connection between those uses and the Guild's representational responsibilities.

d. prior to implementing any policy to monitor employees surreptitiously. The Library will meet, consult, and bargain with the Guild over the impact and implementation of changes in conditions of employment not covered by this Agreement. Such notification, consultation, and bargaining are not required when the Library has reason to use such methods and means in connection with inquiries into the possible

misconduct of individual employees.

Section 12. Except as otherwise provided for in this Agreement, the Library recognizes that the Guild enjoys all the rights and protections afforded labor organizations by 5 USC Ch. 71. With respect to contracting out, the Parties will meet, consult, and bargain over the impact and implementation of changes in conditions of employment not covered by this Agreement.

ARTICLE 6. GUILD REPRESENTATION

Section 1. The Library agrees to recognize one (1) Chief Steward for the bargaining unit and a steward for each seventy-five (75) employees in the bargaining unit.

Section 2.

A. Stewards designated by the Guild are authorized to perform the following duties on behalf of employees within the organizational unit to which they have been assigned by the Guild:

1. discuss complaints, grievances, and appeals with bargaining unit employees and/or other Guild representatives;
2. prepare and present grievances and appeals on behalf of bargaining unit employees;
3. attend meetings with supervisors and management officials to discuss grievances and appeals
4. represent employees in grievance, appeal, and dispute resolution proceedings.

B. Stewards and Guild officers are responsible for serving as representatives for the purposes of collective bargaining, handling grievances and appeals, furthering effective labor-management relations, or acting in accordance with applicable regulations and agreements on behalf of an employee or a group of employees.

C. Guild representatives will be provided with access to telephones with outside lines so that they may properly conduct their duties.

Section 3. Official Time for Representational Functions

A. Actual times for meetings with management and time for presentation of grievances, disputes, complaints, etc., shall not be charged against the official time provided below.

B. The Guild President and Chief Steward shall be allowed a reasonable amount of official time to perform their duties as employee representatives, subject to the limitations of law. The amount of time used may not exceed 1560 hours per person per year.

C. Each steward will be allowed a maximum of twenty (20) hours per month for preparation of grievances, disputes, appeals, etc., with the option to transfer hours between stewards by written notice (except in emergencies) to the Library in advance. In emergency situations the written

notice will follow. Under extraordinary circumstances the Guild may exceed its allotted monthly time and the hours will be subtracted from the next month and used for the current month.

D. The use of official time for representational activity will be recorded on a Form 468.

Section 4. Guild representatives will advise their supervisors before leaving their assigned work areas for the purposes indicated above. The supervisor's permission will normally be granted except when in his/her opinion workloads preclude such approval. Prior to contacting an employee on official time, the steward shall contact the employee's supervisor, advise him/her of his/her reasons therefore, and obtain permission to contact the employee. Supervisory permission will normally be granted except where workloads preclude such approval. The stewards will report to their supervisors when they return to their assigned duties.

Guild representatives will comply with management decisions to delay or deny official time. When a supervisor delays or denies a request for official time, deadlines will be extended and meetings rescheduled as necessary.

Section 5. The Guild recognizes its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned work area, and that such representatives will make every effort to perform representational and consultation functions in a proper and expeditious manner. Nothing contained in this section permits the Library to willfully, arbitrarily, or capriciously abuse its authority by refusing to grant official time for stewards and/or officers to perform their representational functions. The Parties will cooperate in inquiries into the use of official time.

Section 6. The Guild agrees to supply the Labor Management Relations Office in writing, and shall maintain on a current basis, a complete list of all officers and stewards. The Guild will notify the Library as to who will be using representational time.

Section 7. The Library agrees it will consult with the Guild prior to placing stewards on special assignments and/or details away from the area in which they serve.

ARTICLE 7. LIBRARY/GUILD COOPERATION

Section 1. Representatives of the Guild and Library shall meet at least monthly. The joint meetings between the Guild and the Library shall have as their purpose and shall give consideration to:

- a. policy matters relating to personnel policies and practices and conditions of employment of the employees in the bargaining unit;
- b. labor relations matters; and
- c. questions concerning implementation, interpretation, or application of this Agreement.

Section 2. Meetings shall be held on official time and at a time and place to be selected by mutual

agreement. If neither Party has anything to discuss, no meeting will be held. Depending on the nature of the agenda, the Library may provide management representatives from one or more of the affected operational units.

Section 3. Guild and Library representatives at these meetings will normally be of equal number. The number of representatives will be determined by mutual agreement. Guild representatives not employed by the Library may attend such meetings.

Section 4. Representatives of the Guild and Library may also arrange to meet at other mutually convenient times to discuss and exchange views on matters concerning conditions of employment, to resolve problems or improve Library operations, or to share information and further two-way communications regarding the mission and welfare of the Library.

ARTICLE 8. MIDTERM BARGAINING

Section 1. During the term of this Agreement, the Parties will honor their bargaining obligations, under applicable laws, regulations, and directives of higher authority, to bargain over changes in conditions of employment. The Parties agree to bargain over proposals initiated by either Party involving conditions of employment. The Parties agree that they will not bargain over de minimis changes.

Section 2. Matters covered by this Agreement will not be subject to change, absent mutual consent of the Parties or unless permitted elsewhere in this Agreement. Matters (including LCRs) referred to or fully discussed are covered by this Agreement. Specific terms of this Agreement may be modified only by mutual consent.

Section 3. Information Sharing

With respect to midterm bargaining, should the Library make a decision incurring a bargaining obligation, it will meet with the Guild, and with staff if appropriate, to discuss the decision. There will be at least one (1) such meeting. Then the Library will submit a management plan to the Guild outlining the proposed change.

Within five (5) workdays, the Guild will let the Library know what information is necessary for bargaining. The Library will consult with the Guild over the information it is to provide. A meeting for clarification of the management plan will be scheduled if needed. The chief negotiators for both Parties will be responsible for coordinating the exchange of information.

The Library may then provide the Guild with a notice to bargain and with the information agreed on.

Section 4. Bargaining

A. The Guild will inform the Library in writing within five (5) workdays of receipt of the bargaining notice if it intends to bargain. The Guild will present a bargaining proposal at the first bargaining session. Bargaining will commence no later than ten (10) workdays from receipt of the

Guild's request, and will proceed for ten (10) workdays, intensively, if needed. If agreement is not reached within those ten (10) days, either Party may seek mediation assistance from Federal Mediation and Conciliation Service (FMCS). Bargaining may continue while mediation is being scheduled, and until such time as agreement is reached or impasse declared. The deadlines may be changed by mutual consent. If mediation is unsuccessful, the Parties will request assistance from Federal Service Impasses Panel (FSIP). As an alternative, following approval by FSIP, the Parties may choose on a rotating basis from a list of five (5) permanent arbitrators, the arbitrator who will decide the dispute.

B. The Parties shall jointly select five (5) arbitrators to serve as a permanent panel for midterm arbitration disputes. Cases will be assigned to each on a rotational basis. If the arbitrator to whom a case is assigned is unable to hear a dispute within five (5) days of notification, the arbitrator next in rotational order will be assigned the case. Either Party may dismiss any arbitrator without cause, but not during a particular arbitration. The Parties agree to select a replacement as soon as possible from a new list of arbitrators.

C. The Library shall bear the cost of midterm interest arbitration under this section.

Section 5. Implementation

If the Guild does not request to bargain in writing within five (5) workdays of receipt of the notice, the Library may implement the action immediately or when practicable. After affording the Guild notice and an opportunity to bargain as described in Section 4 above, the Library may implement the proposed change only upon conclusion of an agreement or upon award by an arbitrator or FSIP.

Section 6. Bargaining Preparation Time

Employees designated by the Guild will be authorized to use a reasonable amount of time to prepare for midterm bargaining. To account for their use of this time, they will specify the subject of negotiation on a form maintained by supervisors.

Section 7. Negotiability

With regard to any negotiability and/or duty to bargain issues under this Agreement that may arise during these negotiations, the Parties agree that these issues may be processed in accordance with procedures provided under 5 USC Ch. 71 to resolve such questions. Only those issues found negotiable by either the Federal Labor Relations Authority (FLRA) or, if appealed, by an appeals court, will be negotiated pursuant to the procedure of this section. The Library agrees that it will not raise negotiability allegations without any legal justification in order to avoid its obligation to bargain under this section. Prior to formally alleging non-negotiability, the Library agrees to discuss its negotiability concerns with the Guild. Guild grievances arising over interpretation of this section shall be processed under mini-arbitration, Article 37 (Arbitration), Section 4.

Section 8. The Guild will inform management in writing, in advance, of the names of bargaining team members. Guild bargaining team members are subject to the same rules for signing in and

out as Guild stewards (cf. Article 6 (Guild Representation)).

Section 9. Information Sharing

With respect to midterm bargaining, should the Guild initiate midterm bargaining, it will meet with the Library to discuss its decision. There will be at least one (1) such meeting. Then the Guild will submit a plan to the Library outlining the proposed change.

Within five (5) workdays, the Library will let the Guild know what information is necessary for bargaining. The Guild will consult with the Library over the information it is to provide. A meeting for clarification of the plan will be scheduled if needed. The chief negotiators for both Parties will be responsible for coordinating the exchange of information.

The Guild may then provide the Library with a notice to bargain and with the information agreed on.

Section 10. Midterm Bargaining Initiated by the Guild

When the Guild wishes to initiate midterm bargaining with the Library over a personnel policy, procedure or condition of employment, it shall provide written notice and a bargaining proposal to the Library. The provisions stated above shall apply, except that interest arbitration costs will be split by the Parties.

ARTICLE 9. USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Library will provide the Guild with an office of at least 300 square feet in the Madison Building. Office furniture and equipment, as available from stock, will also be provided.

Section 2. The Library will provide three (3) telephones with outside lines in the Guild office. The office shall be listed in the official telephone directory by Guild name, room number, and telephone numbers.

Section 3. Bulletin Boards

A. The Library will provide an adequate amount of space on bulletin boards located in or adjacent to eating facilities, and on office bulletin boards.

B. The Guild is responsible for the content of all posted material. The Parties agree to discuss any objections they may have to material posted on bulletin boards. The Library may remove any material that contains malicious attacks on government or Library officials, or the Library as an institution.

Section 4. Distribution of Guild Literature

A. The Library agrees to provide employees with personalized mail boxes (designating professional bargaining unit employees) or slots conveniently located in work areas. The Library agrees that the distribution of all Guild literature intended for bargaining unit employees will be made within a reasonable amount of time (within at least three (3) days) from the date of initial

distribution.

B. The Library agrees that the Guild has the right to use the Library's mail distribution system to transmit documents or correspondence to management or to bargaining unit employees.

C. The Guild agrees that, prior to the bulk distribution of its literature by Office Systems Services, the Guild is responsible for preparing, collating, and apportioning such literature. The Guild agrees to limit distribution of its literature to no more than once in a given week.

D. The Guild agrees that it will not distribute in the Library's mail or post within the Library political endorsements of individuals running for public office, or materials violative of Section 3B. Distribution of such materials may result in suspension by the Library for up to 180 days of the privileges granted in Sections 3A and 4B.

Section 5. Room Reservations

A. The Library agrees to make either Dining Room A or the West Dining Room available once a month for one (1) hour, during the lunch period on a core day, for a Guild membership meeting. The Guild and Library will make such arrangements once a year, normally in December.

B. The Guild has the right to reserve rooms to hold other meetings on Library premises during the lunch period and outside normal duty hours subject to the official needs of the Library and Library-sponsored events. When practicable, the Guild will request other room reservations no earlier than thirty (30) days nor later than one (1) week in advance of the scheduled event. However, when meetings are necessary on shorter notice, room reservations will be granted on a first come first served basis, subject to official needs.

Section 6. Guild representatives not employed by the Library may meet with local Guild representatives and/or bargaining unit employees to discuss appropriate matters and may participate in meetings between the Guild and the Library. They shall be admitted to Library premises for these purposes and issued required building passes. The Library shall provide, upon request and when space is available, one reserved parking space in or on Library premises for Guild officials not employed in the Library.

Section 7. Appropriate Guild representatives shall be issued all-hours access passes in order to carry out their responsibilities under this Agreement.

Section 8. The Guild shall be permitted to use, at the same cost charged LC administrative units, word processing and photocopy equipment for Guild business, provided that such use does not interfere with Library business. The Library will designate the equipment for such use. The Parties agree with respect to the Guild use of word processing and photocopying equipment, "at cost" shall mean costs incurred for the use of paper, supplies, as well as photoduplication overhead costs, but not machine leasing or purchase costs.

Section 9. The parties recognize that E-MAIL is to be used for official purposes. The Guild may

continue to use an E-MAIL account in order to fulfill its representational responsibilities pursuant to 5 USC Ch. 71 and this Agreement.

ARTICLE 10. PARKING

Section 1. The Parties agree that assignment of reserved parking spaces shall be based on the official needs of the Library and the human needs of Library staff as set forth in LCR 1818-4 (Library Parking Facilities).

Section 2. The Library shall review the assignments of reserved parking spaces in April and October of each year and make any necessary adjustments.

Section 3. Subject to the availability of spaces, the demands of flexitime, and the allocation required, a reserved parking space on the Library premises shall be assigned upon request to each employee who performs night, weekend, or holiday duties.

Section 4. The Library is responsible for issuing parking permits to employees who are assigned reserved spaces. Holders of parking permits shall be responsible for:

- a. notifying Integrated Support Services whenever an assigned space will not be used so that temporary assignments may be made;
- b. advising Integrated Support Services of any changes in carpool membership;
- c. complying with LCR 1818-4 governing the use of parking areas. Reserved parking regulations will be strictly and regularly enforced by the LC Police Force.

Section 5. Every reasonable effort will be made to assign temporary parking spaces to employees who, because of unusual circumstances or other meritorious circumstances, require special consideration for a temporary period.

Section 6. Requests for temporary parking shall be submitted to the Integrated Support Services. If the request is considered to be justified and space is available, the parking permit shall be made available at that Office for the individual concerned. The permit, issued either for the sole use of an individual or for an office, shall identify the appropriate parking lot or space and shall include a specific expiration time and date.

Section 7. Permits may be transferred only among members of a carpool. A permit shall not be loaned. Permit holders shall be responsible for complying with the regulations governing the use of parking areas as stated in LCR 1818-4 and this article.

ARTICLE 11. FOOD SERVICE

Section 1. Where contractors provide cafeteria, vending machine, or snack bar service, the Library will attempt, subject to its control, to have them provide the quality service consistent with the needs of the Library's users and staff.

Section 2. The Library agrees that District of Columbia authorities will be permitted to conduct semi-annual health inspections of the cafeteria, vending machine areas, and snack bars. Copies of reports of these inspections will be sent to the Guild.

Section 3. The Library shall maintain, subject to its control, a full-service cafeteria in the James Madison Memorial Building (LM) and an adequately stocked and staffed snack bar in the LM. Vending machines serving food and hot and cold drinks shall be maintained in all existing locations. Microwave ovens shall be maintained in vending machine areas on the fourth, second, and ground floors of the LM. There shall be vending and eating areas in the Thomas Jefferson Building (LJ) and John Adams Building (LA) as soon as practicable, but no later than the completion of renovation. Also, the Library and the Guild shall consult over the eating and vending areas in the LJ and LA prior to the end of renovation.

Section 4. Menus should list prices for all items offered for sale each day. The Guild shall be consulted before any price increases are decided upon.

Section 5. Itemized receipts shall be provided upon request in the cafeteria and the Madison Coffee Shoppe.

Section 6. All eating facilities shall be reserved for priority usage of Library employees between the hours of 8:30 a.m. to 9:00 a.m., 11:00 a.m. to 12:30 p.m., and 3:00 p.m. to 3:30 p.m.

Section 7. The Library shall consult with the Guild before entering into negotiation on contract renewals or awards to current and prospective food service operators.

Section 8. Normally space in the West Dining Room of the cafeteria may be reserved for employee gatherings during the non-lunch period, subject to official needs, by calling Facilities Services. When The West Dining Room is unavailable, Dining Room A may be reserved instead. Requests for Dining Room A shall be made no sooner than one (1) week before the reservation date. Employees may use the cafeteria space during the non-lunch period for small gatherings.

ARTICLE 12. PERSONNEL RECORDS

Unless otherwise specified herein, this article applies only to the Official Personnel Folder (OPF) and worksite personnel files.

Section 1. Official Personnel Folders

A. Each employee and/or designated representative who has been so authorized in writing by the employee, and when not contrary to law to which the Library is subject, has the right upon request to review or photocopy his/her OPF. The Library will delete third-party names from all Personnel Action Recommendations (PARs). Those PARs dated prior to August 21, 1978, which contain names of third parties will not be available to the employee or his/her representative.

B. An officially authorized person may inspect such records and files only after signing in advance of inspection a record indicating his/her name, organization and office, and the reasons for the inspection. This record shall be maintained as part of the file and shall be available at all times for inspection by the employee and/or his/her representative. The management officials designated to be responsible for the file, and clerks in Human Resources Services who must use the file in the course of their work, are exempt from signing this record.

No record or document in an employee's file will be made available to any unauthorized persons for inspection, review, copy, or photoduplication. Such information will be made available to authorized persons not employed by the Library only for official use as provided in the Federal Personnel Manual (FPM).

C. The Employment Office will maintain certain designated core hours during which employees may review their OPFs on request. The Employment Office may, if unusual circumstances so dictate, require the employee or his/her representative to make an appointment to review the employee's OPF during times other than those designated above.

D. The review or photocopying of the OPF shall take place only in the presence of an official having custody of the OPF. Each employee shall be entitled to photocopy material from his/her OPF once a year without cost. Thereafter, the photocopying of OPFs shall be at cost to the employee. A staff member of the Employment Office shall control the photocopying of documents from the OPF.

E. It is agreed that any record in the OPF which has not been disclosed to the employee cannot be used as a basis for a disciplinary action.

F. The OPFs shall contain only those records permitted by the Office of Personnel Management (OPM) and personnel forms prescribed for use by the Library, provided, however, employees have the right to update their OPFs with relevant information regarding experience, education, training, etc. which might enhance their careers. No derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in his/her OPF by the Library without the employee seeing and having the opportunity to initial the

material, and to receive a copy, with the exception of material required by law and regulation to be kept confidential from the employee.

G. Employees may put any statement on record in response to information they consider unfavorable to themselves which is filed in the OPF.

H. Records of complaints and charges determined to be unfounded may be placed in the OPF as a required record or if necessary to document employee entitlement to back pay or other benefits. Such complaints and charges will not, under any circumstances, be considered a factor in connection with any disciplinary action, promotion, or the like. Material not required by law or the provisions of this Agreement shall be removed at the request of the employee. Such material, after removal from the OPF, may be filed in the appeal, grievance, or Equal Employment Opportunity complaint file as required by law or higher authority.

I. Official memoranda or letters of admonishment, warning, caution, and similar documents are considered temporary and are not to be kept in the OPF longer than two (2) years unless the Director of Human Resources shows cause why a longer retention period is necessary. Human Resources Services shall notify the employee of the retention period.

J. Written records of warnings shall not be kept in the OPF.

Section 2. Worksite File

A. In addition to the OPF, the Library may maintain one (1) employee file in the service unit to which the employee is assigned and one employee file at the worksite or the operational "division" office to which the employee is assigned. These files are intended as sources of information relating to emergency addresses, record copies of PARs, production records, attendance, job performance, training, discipline, awards, and other information pertinent for the supervisor's use. Nothing in this article shall prohibit the Library from establishing and maintaining other files, such as health, training, payroll, central book charge, LC Police, personnel security, and other such necessary records. However, the following official operating files kept by the Library for investigative purpose shall not be subject to employee access upon request: LC Police, personnel security, and internal audit.

B. No record in a worksite personnel file which has not been disclosed to the employee may be used as a basis for disciplinary action.

C. No derogatory material which may reflect adversely upon the employee's character or government career may be included in a worksite personnel file without evidence that the employee saw and had the opportunity to initial the material.

D. An officially authorized person may inspect such records and files only after signing in advance of inspection of a record indicating his/her name, organization and office, and the reasons for the inspection. This record shall be maintained as part of the file and shall be available at all

times for inspection by the employee or his/her representative. The management official designated to be responsible for the file, and clerks who must use the file in the course of their work, are exempt from signing this record.

No record or document in an employee's file will be made available to any unauthorized persons to inspect, review, copy, or photocopy. Such information will be made available to authorized persons only for official use as provided in the FPM.

E. Each employee or designated representative has the right upon request to review and photocopy without charge his/her records and files. The Library employee having custody of the file may monitor the photocopying of documents from the files.

F. The employee or his/her designated representative may review the contents of such files upon demand unless it becomes necessary because of reasons of workload to require an appointment for such review.

G. When a supervisor who has kept detailed records of an employee's performance or conduct has determined that there is probable cause for recommending an adverse action, there should be written evidence that the employee is aware of this. The supervisor must inform the employee of the existence of these records within thirty (30) days of initiating the records. These records should be destroyed after: (a) appropriate action has been taken, if any; (b) opportunity for any appeals has expired; or (c) after one (1) year, whichever comes last.

H. Worksite files are considered temporary records and should be disposed of one (1) year following the separation or reassignment of the employee. All other employee files retained by the Library shall be disposed of in accordance with the General Records Schedule and other laws or directives of higher authority to which the Library is subject.

I. Official memoranda or letters of admonishment, warning, caution, and similar documents are considered temporary and are not to be kept in a worksite file longer than two (2) years unless the Director of Human Resources shows cause why a longer retention period is necessary. Human Resources Services shall notify the employee of the retention period.

J. Employees may put any statement on record in response to information they consider unfavorable to themselves which is filed in the worksite personnel file.

K. Employees have the right to update their personnel files with relevant information regarding experience, education, or training, etc., which might enhance their careers.

Section 3. Other Records The Library shall maintain a list of all files which are accessed by employee name or identification number. This list shall be available for inspection by employees or a designated representative.

Section 4.

A. Other personnel records and files, including the OPF and worksite personnel files, maintained by the Library shall be disposed of in accordance with the General Records Schedules, other law and directives of higher authority to which the Library is subject, and pertinent LCRs.

B. The Library bears responsibility for maintaining the security of all personnel files. If a grievance, complaint, or dispute is filed regarding an action, the file shall be maintained until the conclusion of the case, including any appeals. These files shall be available to the Guild in accordance with applicable law.

C. The documents which are relied on in the "Notice of Proposed Adverse Action," including witness statements, reports, and investigative reports, not excluded or limited by law or regulation of higher authority, shall be made available for the employee and/or his/her representative(s) to review. Photocopies will be permitted of documents not previously issued to the employee.

Section 5. Medical information about an employee shall be disclosed to that employee or a representative designated in writing, except that medical information concerning a mental or other condition of such a nature that a prudent physician would hesitate to inform a person suffering from it of its exact nature and probable outcome, may only be disclosed to a licensed physician designated in writing for that purpose by the person or his/her designated representative.

Section 6. Ghost Files

"Ghost files" are collections of papers or publications arranged or classified by an employee's name and maintained in a folder, case, cabinet, or file and kept from the employee, and used by other supervisory personnel in making personnel decisions about unit employees.

"Ghost files" will not be kept and are illegal and contrary to the purposes and intent of this Agreement.

Section 7. Supervisory Notes

Supervisory notes are not "Ghost files." Supervisory notes (files) are records that contain notes on meetings; discussions with staff members, managers, and the public; editorial comments; historical events; recollections that are regularly kept by supervisors in places which are intended to be accessible to that supervisor only. These records are, in effect, an extension of the supervisor's memory, and may be legitimately kept by the supervisor for any length of time.

Supervisory notes belong to the supervisor; they must not be used by or be accessible to any other supervisors who wish to make personnel decisions. These notes or records involving employees can be and often are the basis for an action or warning against an employee and would be reflected, but not necessarily divulged to an employee, in a formal memorandum which would contain the basis for the action or warning against an employee. Such documentation would be consistent with the pertinent provisions of the Collective Bargaining Agreement.

Supervisory notes (files) may be established by a supervisor who counsels an employee and makes notations over a period of time and later documents an oral warning pursuant to LCR 2017-5 (Obligations of Management and Staff to Fulfill Position Requirements). He/she may

keep these notations for use as a basis for any testimony at a hearing. Similarly, a supervisor may make notations on an individual's tardiness, use them for an action, and keep them for use at a meeting or hearing.

Section 8. All provisions of this article apply to machine readable as well as manual files.

ARTICLE 13. POSITION CLASSIFICATION

Section 1. Position descriptions (PD) will be prepared by the Library and will contain the principal duties, responsibilities, and supervisory relationships for the purpose of classification. Each bargaining unit member will be provided with an official description of his/her duties and responsibilities in the form of a PD on the day the employee assumes his/her duties. All incumbent bargaining unit employees will be supplied with official PDs. When appropriate, the PD will identify any special qualifications and/or requirements of the position.

Section 2. The Library agrees that a bargaining unit list consisting of each employee's name, series, grade, title, and organizational unit will be supplied quarterly in machine readable format to the Guild.

Section 3. The Parties agree that the principle of equal pay for substantially equal work will be applied to all position classifications and actions. If an employee is found to be performing grade-determining higher grade-level duties and responsibilities than those in the PD and if the Library wishes this level of performance to be continued, the Library is responsible for ensuring that the employee is compensated at the higher grade-level. When, during an individual classification study or maintenance review, it is found that an employee's position has been assigned grade-determining higher grade-level duties and responsibilities, action will be taken in accordance with appropriate classification standards to either restructure the job or grade the employee's position at the higher level.

Section 4. The Library will assure that duties which are withdrawn from an employee's official PD are not required of him/her, subject to the Library's rights in Section 6 and Article 2 (Management Rights).

Section 5. Should the Library downgrade an encumbered position as a result of a planned management action (e.g., reorganization or deliberate change of duties), the Library will advise the affected employee(s) of his/her rights outlined in Article 19 (Reduction-In-Force).

Section 6. The Library agrees that phrases such as "other related duties" or "other duties as assigned" mean assignments reasonably related to duties, responsibilities, and qualifications outlined in the PD.

Section 7. LCR 2016-1 (Position Classification and Organization in the Library) and 2016-2

(Position Classification Appeals) are appended to this Agreement.

ARTICLE 14. CLASSIFICATION PROMOTION PLANS

Section 1. It is the policy of the Library to establish and monitor the administration of classification promotion plans. The Parties agree to the procedures set out herein concerning the development and administration of classification promotion plans.

Section 2.

A. Classification promotion plans are designed and utilized to facilitate the administrative procedures involved in recruiting qualified employees for regular positions, and authorizing subsequent grade changes for employees who are assigned to perform work that is classified at successively advancing grade levels within a single occupational series.

B. Classification promotion plans are also designed to facilitate management objectives and benefit employees by, among other things:

1. allowing employees to enter positions in a specific occupational area below the top of the career ladder;
2. providing training and experience which will enable employees to assume progressively more difficult duties and responsibilities; and
3. permitting employees who have performed satisfactorily at the next higher grade level to be advanced to that level without competition.

Section 3.

A. Classification promotion plans are not designed to accommodate promotions resulting from: (1) the filling of vacancies through the competitive processes in accordance with Article 16 (Merit Employment and Promotions); (2) the gradual change in duties of existing one-of-a-kind positions and the subsequent reclassification of the position in accordance with Article 13 (Position Classification); and (3) special promotion plans under an affirmative action plan (unless a classification promotion plan is an integral part of an affirmative action program).

B. Approval will not be granted for any promotion plan which, among other things:

1. includes positions in more than one series;
2. covers both non-supervisory and supervisory positions; and
3. will not allow all employees within the plan the potential of reaching the full performance level at a given point in time.

Section 4. The Library may modify or terminate promotion plans for the accomplishment of and in the interest of its mission objectives.

A. Before deciding to change substantially a promotion plan, the Library shall consult in good faith with the Guild.

B. If the decision is made to change substantially a promotion plan, the Library agrees, upon request from the Guild, to meet, consult, and bargain over implementation procedures and arrangements for employees adversely affected, pursuant to Article 8 (Midterm Bargaining).

Section 5. Classification promotion plans shall consist of the following two basic components:

A. a vertical series of consolidated position descriptions reflecting progressively more difficult levels of work within one kind of activity (occupational area) and structured to show clear functional distinctions in the complexity of duties and scope of responsibility between each grade level in the plan; and

B. written criteria for each grade-level governing the advancement of an employee to progressively more responsible positions shall include:

1. competitive qualification requirements at entry level;
2. the distinguishing features of work between each level;
3. performance requirements where feasible (see Article 15 (Performance Evaluation), Section 2);
4. knowledge, skills, and abilities needed to perform; and
5. kind, nature, and time frame of on-the-job or formalized training needed to prepare the employee for advancement.

Section 6.

A. When vacancies occur within a plan, the position will be posted either at the entrance level or at higher level(s), as appropriate. The initial selection of an employee to fill a vacancy within a plan is made on a competitive basis in accordance with Article 16 (Merit Employment and Promotions).

B. At the time of the initial appointment to a position within a plan, the immediate supervisor shall provide the employee with a copy of his/her position description and all others in the plan, together with the written criteria for advancement to successively higher levels in the plan.

C. Following appointment or promotion, it is the responsibility of the supervisor to provide appropriate instruction, guidance, and other necessary training, and to make proper and timely assignments of work, thus allowing the employee the opportunity to perform duties of the next higher-level position within the plan.

D. Through careful review and frequent communication, the supervisor shall monitor employee performance noting strengths and weaknesses. Each employee's work shall be reviewed at specified intervals against the narrative criteria for the particular plan in Section 5 (b), and in any case no less than once a year.

Section 7.

A. All employees in career ladder positions who have been certified by the Library as having demonstrated the ability to perform at the next higher level, will be promoted effective the first

pay period after certification. The promotion cannot become effective until after the employee has served the minimum time-in-grade of one (1) year.

B. The Library shall assure that:

1. the higher level position exists in the plan;
2. minimum time-in-grade requirements have been met; and
3. if an employee is not to be promoted, the supervisor will discuss with the employee the reasons for non-promotion within twenty (20) days after the time-in-grade requirements have been met.

C. Reconsideration of Non-promotion An employee who has fulfilled time-in-grade requirements may, after he/she has been informed by his/her supervisor of the reasons for non-promotion, request not more than once a year, in writing, within fifteen (15) days from the date he/she was informed of his/her non-promotion, a reconsideration of non-promotion by the service unit director or his/her designee. Such a reconsideration shall be completed within fifteen (15) days after receipt of the employee's written request by the service unit. The employee will be informed in writing of the service unit director's decision.

At any time during an employee's rating period, the Library shall certify the employee for promotion once the employee has been determined to have satisfactorily performed duties at the next higher level for a three (3) month period.

An employee who has learned that he/she will not be promoted once he/she is eligible may appeal at any time pursuant to LCR 2016-2 (Classification Appeals in the Library).

D. If a Personnel Action Recommendation (PAR) for promotion is not approved, it is the responsibility of the Library to identify the basis for disapproval, and present in writing to the service unit within thirty (30) days (with copies to the supervisor, the employee(s) affected, and the Guild) the reasons for disapproval, with suggestions for satisfactory resolution.

E. Non-promotion is appealable under LCR 2016-2. This provision does not affect employee rights pursuant to Article 36 (Negotiated Grievance Procedure).

Section 8. Time spent on details shall be considered qualifying experience in a classification promotion plan.

Section 9. Once initial time-in-grade requirements have been met, time-in-grade requirements will be waived for an employee who is appointed to a position that is substantially the same as the position he/she held at the Library in the past, and if the Library determines that he/she has performed satisfactorily the next higher level duties of the plan for at least three (3) months.

ARTICLE 15. PERFORMANCE EVALUATION

Section 1. The purpose of this article is to provide a means of evaluating employee performance. Successful implementation of this article should also serve to strengthen supervisor-employee relations and contribute to the improvement of employee performance.

Section 2. Performance Requirements

A. A performance requirement states how many times, how well, in what time, or in what manner a duty must be performed to be considered satisfactory.

B. The Library will not change or introduce new performance requirements without first meeting, consulting, and bargaining with the Guild over implementation procedures and arrangements for employees adversely affected, pursuant to Article 8 (Midterm Bargaining).

C. The supervisor is responsible for providing each employee with a written copy of appropriate performance requirements at the beginning of the employee's rating period, and for discussing the requirements with the employee so as to establish a mutual understanding with regard to the employee's performance.

D. In the absence of formally established, written performance standards, the supervisor may require that the employee maintain a reasonable level of performance. In describing a reasonable level of performance, the supervisor may refer to the performance of other employees or groups of employees similarly situated. Each employee shall receive a copy of all such requirements at the beginning of the rating period.

E. Performance requirements in and of themselves may not be grieved, unless violative of applicable law or this Agreement. However, unfair or inequitable application of a requirement may be grieved.

Section 3. Performance Appraisal and Discussions

A. Performance Appraisal

Performance appraisal is a continuous process of observation and evaluation. It should reveal how well actual performance meets requirements, which aspects of performance need improvement, and which aspects so exceed requirements as to deserve special recognition. A thorough knowledge of the conditions under which the work is performed and the elements needed for adequate performance is essential for appraisal. The following appraisal factors are to be considered by the supervisor in appraising an employee's performance. These factors are not all-inclusive, nor will they apply necessarily in each instance; rather they are intended to serve, to the extent applicable, to assist the supervisor in evaluating the employee's performance. The factors are:

Appraisal Factors

Quality and quantity of work

Leadership
Judgement
Understanding job techniques
Skill and efficiency in carrying out assignments
Promptness in completing work
Ability to deal with the public and get along with others
Dependability
Adaptability
Effectiveness of written and oral expression
Awareness and responsiveness to Library and service unit missions
Resourcefulness, creativity, and initiative
Conduct
Ability to plan and carry out assignments

B. Discussions

Informal discussions between supervisor and employee are a normal part of supervision and should be frequent enough to assure mutual understanding of changing job responsibilities, performance requirements, and any problems the employee encounters in his/her work.

Additionally, a more formal appraisal should be made for the employee's official performance rating. All formal appraisals will be discussed with the employee.

Section 4. Basis of Performance Ratings

Performance ratings shall be based on the duties actually performed and the performance requirements in effect during the period covered by the rating. Normally the duties performed are listed in the official position description, which in such case serves as the basis of the rating. However, the duties actually assigned to the employee during the rating period shall constitute the basis of his/her rating even if they do not appear in the official position description.

Section 5. Levels and Kinds of Ratings

A. Level of Rating The Library has determined that employees will be rated against the following four (4) levels of performance:

1. Outstanding - An "Outstanding" rating may be assigned only when all aspects of performance
2. Excellent - An "Excellent" rating is assigned when performance substantially exceeds requirements
3. Satisfactory - A "Satisfactory" rating is assigned when performance falls within a band of performance
4. Unsatisfactory - An "Unsatisfactory" rating is assigned when the employee clearly fails to satisfy performance improvement.

B. Kinds of Ratings

1. Entrance Ratings - Entrance ratings are the "satisfactory" ratings automatically assigned employees when they first enter on duty, or when an employee changes to a different position.
2. Regular Ratings - A regular rating shall cover not more than one (1) year's service immediately preceding the rating.

Section 6. Uses of Performance Ratings in Personnel Actions

A. Performance ratings shall be used as are appropriate in consideration of promotions, transfers, and reductions-in-force.

B. An employee given an "Outstanding" rating shall be seriously considered by the rating official for a recommendation for a quality increase or an incentive award. [LCRs 2013-5 (Quality Increases) and 2017-3 (Suggestion and Incentive Awards Program)]

C. An employee whose performance substantially exceeds normal requirements in one or more of the most important job elements may be considered for a special achievement award under 5 USC 45 and LCR 2017-3.

D. An employee under the regular General Schedule (GS) who is given a rating of "Satisfactory" or better shall be granted or denied a within-grade increase in accordance with LCR 2013-4 (Within Grade Increases) and applicable laws. An employee shall be granted a within-grade increase when it is determined that he/she is performing at an acceptable level of competence.

E. An employee under a regular Wage Schedule (WS) who has a rating of "Satisfactory" or better, shall, after completing the prescribed period of service, advance automatically to the next higher step of his/her grade.

F. An employee whose performance rating is "Unsatisfactory" must be removed from his/her current position. The employee may be reassigned, transferred or demoted to a position for which he/she is qualified and in which satisfactory performance could be expected, or may be separated from the Library.

Section 7. Time of Annual Performance Ratings

Except as stated in Section 9, performance ratings shall be made annually, normally when periodic step increases are due. When the employee has reached the step in the grade which requires a waiting period of more than fifty-two (52) weeks or when an employee has reached the maximum step of the grade, the employee shall be assigned a rating at least once a year.

Section 8. The Rating Period

The rating period begins on the day following the end of the last rating period, or on the date of assignment to the current position, whichever is later. It ends on the rating date or at the end of a period of postponement, whichever is later.

Section 9. Postponement of Ratings

A. The performance rating will be postponed:

1. if an employee has not served three (3) months in the same position; or
2. if the ninety-day (90-day) period following a warning of unsatisfactory service has been completed on the rating date.

B. Performance ratings may be postponed:

1. if for any reason (e.g., detail to another position or extended leave without pay) the employee has not been in a work status for a minimal period of three (3) months in the position to which he/she is regularly assigned. If the employee has been detailed in excess of thirty (30) days during any portion of the evaluation period, the regular supervisor shall make the performance rating whenever possible with the supervisor who directed the detail;
2. if there has been a recent change in supervisors and the new supervisor feels that he/she is unable to appraise an employee because of insufficient opportunity to observe performance;
3. if the supervisor or employee is on leave or otherwise unavailable at the regular rating time;
4. if an adverse action or disability retirement is pending; or
5. if the employee's performance at rating time is "unsatisfactory" because of temporary circumstances (such as family or health problems), but is expected to improve to a "satisfactory" level in the near future.

C. The postponement of a rating may occur only once and will not ordinarily exceed three (3) months.

Section 10. The Rating Process

A. Approximately ninety (90) days before the due date, Human Resources Services shall forward to division chiefs or other appropriate officials a list of employees whose performance ratings are due. These lists shall be used as check sheets to ensure that the authorized performance rating forms are completed by the supervisor and returned to Human Resources Services at the end of the rating period.

1. A supervisor is required to assign or recommend an appropriate adjective rating which must be justified in writing on a form jointly developed by the Parties.

2. Formal discussions with employees recommended for "Outstanding" or "Unsatisfactory" ratings will not be held until the rating has been approved.

3. Employees receiving a "Satisfactory" or "Excellent" rating shall be allowed a notice period of at least twenty-four (24) hours and up to five (5) working days to comment orally upon their formal performance appraisals prior to the signing of the appraisals by any supervisory or management official(s).

4. Each employee shall be furnished a duplicate copy of the complete rating form, which shall constitute formal notification of the performance rating.

5. The original of the form will be filed in the employee's Official Personnel Folder (OPF) in the Employment Office.

B. Assigning Satisfactory or Excellent Ratings

Employees rated "Satisfactory" or "Excellent" will be told so by the supervisor during the rating discussion.

1. "Satisfactory" and "Excellent" ratings must be justified in writing and provide concise examples of how the employee performed at that level. See Sections 5A2 and 5A3.

2. At the close of the discussion the employee will be asked to sign the form in the space provided. The employee's signature signifies only that the performance appraisal has been discussed with him/her. In a case where an employee declines to sign, the rater shall note this on the form. If the employee believes his/her supervisor's comments are inaccurate, reasons for the disagreement may be given on the official rating form which becomes part of the record. The original rating form will be forwarded to the Employment Office for retention in the employee's OPF. The duplicate of the form shall be given to the employee.

3. The supervisor shall initiate a recommendation in cases where there should be recognition for high quality performance by either a Quality Within-Grade Increase, or cash or honorary awards under the Incentive Awards Program.

C. Assigning Outstanding Ratings

If, in the judgment of the supervisor, the performance of an employee satisfies the criteria for an "Outstanding" rating, the supervisor will recommend that such a rating be awarded. With the criteria in mind, the rater will prepare a narrative statement in duplicate on the form developed jointly by the Parties.

The justification should be a brief but substantive statement with specific examples to make clear the manner in which the performance is considered to have substantially exceeded the performance requirements. Any available supporting evidence, such as production records or commendations, together with a copy of the current Position Description (PD) should be attached to the form. The rater shall initiate a recommendation in cases where there should be recognition for high quality performance by either a Quality Within Grade Increase, or cash or honorary awards under the Incentive Awards Program. Recommendations for "Outstanding" ratings must be forwarded through channels to the service unit head for final action. Recommendation for

"Outstanding" ratings initiated by service unit heads shall be forwarded to the Librarian for final action.

If the "Outstanding" rating is approved, all copies shall be signed and dated to indicate approval of the rating. Both copies shall be returned through channels to the rater for the discussion with the employee. Disapproval of an "Outstanding" rating recommendation will be returned through channels to the rater, in which case the rater shall prepare a "Satisfactory" or "Excellent" rating. The rater will discuss the rating with the employee, obtain the employee's signature, and forward the rating form to the Employment Office for retention in the employee's OPF.

D. Assigning Unsatisfactory Ratings

1. General. Before being rated "Unsatisfactory" an employee shall be given ninety (90) days prior warning and a reasonable opportunity to demonstrate satisfactory performance. The warning shall be contained in a written notice prepared by the rater or by the division chief or equivalent. All warnings prepared by raters below the level of division chief shall be initialed by the division chief. The warning, a copy of which shall be sent to the Director of Human Resources for review before delivery to the employee in order to determine the adequacy of the warning, shall inform the employee of the following:

- a. how the requirements of the position were not met;
- b. how the employee's performance may be improved;
- c. that ninety (90) days in which to improve will be given in advance of his/her performance rating;
- d. that a rating of "Unsatisfactory" will be given unless there is an improvement in performance;
- e. that the employee may discuss the matter with his/her rater; and
- f. what efforts will be made by the supervisor to help the employee to improve by, for example, providing additional on-the-job or formal training, special assignments, or other means.

2. Subsequent Procedures if Performance Improves Sufficiently

If the employee's performance does improve within the warning period sufficiently to warrant a "Satisfactory" rating, the rater shall assign a "Satisfactory" rating. The rater will discuss the rating with the employee, obtain the employee's signature, and forward the form to the Employment Office for retention in the employee's OPF.

3. Subsequent Procedures if Performance Does Not Improve

If the employee's performance does not improve sufficiently during the warning period to justify a "Satisfactory" rating, the rater will prepare in duplicate an "Unsatisfactory" rating.

The rater will state the facts of the prior warning, wherein the performance is unsatisfactory, what has been done to assist the employee to improve his/her performance, and any additional facts pertinent to the making of the "Unsatisfactory" rating. The rating will be approved by the division chief and service unit head and be submitted for review by the Director of Human Resources prior to the discussion with the employee. If the rating is disapproved, it will be returned through channels to the rater for reconsideration and preparation of a "Satisfactory" rating or further evidence of unsatisfactory performance. If the rating is approved as "Unsatisfactory," both copies shall be returned to the division for the discussion with the employee. The rater shall inform the employee of his/her right to appeal the rating as provided in Section 11 of this article.

An employee who receives an "Unsatisfactory" rating will be reassigned, transferred, changed to a lower grade, or separated for inefficiency thirty (30) days after notification in writing by the Director of Human Resources that such action is being taken. Any such action against an employee will be stayed during the hearing of an appeal. Action to assign an official rating of "Unsatisfactory" may be initiated at any time during the rating period subject to the warning provisions of this section. As an alternative to giving an "Unsatisfactory" rating, the Library may

separate, transfer, demote or reassign an employee with permanent or indefinite status under administrative procedures set forth in LCR 2020-3 (Policies and Procedures Governing Adverse Actions), with right of appeal in accordance with the provisions of LCR 2020-3. For similar actions, during the qualifying period see LCR 2010-11(Personnel Appointments, Assignments, Qualifying/Probationary Periods, and Terminations).

Section 11. Performance Rating Review and Appeals

A. Impartial Review The service unit head, upon request of an employee, shall be responsible for providing an impartial administrative review of the employee's performance rating.

1. A request for impartial review will be accepted by the service unit head or his/her designee only if it is filed within fifteen (15) calendar days after the date the employee received notice of his/her rating. The service unit head has fifteen (15) calendar days to reply. In the absence of a timely response from the service unit head to a request for a review of an "Unsatisfactory" performance rating, the appellant may grieve the rating within ten (10) workdays pursuant to Article 36 (Negotiated Grievance Procedure).

2. An employee may request in writing an extension of the time limits for service unit review only. The service unit head may extend the time limits for good and sufficient reasons.

3. An impartial review of an "Excellent", "Satisfactory" or an "Unsatisfactory" rating by the service unit head will be in the nature of an informal review of the rating received. The employee will be accorded an opportunity to present, orally or in writing, any factual material which he/she believes will substantiate a request for a higher rating. The service unit head will consider the supporting data submitted, confer with the rating officer, and attempt to reconcile any differences.

B. Grievances Employees are encouraged to deal directly with their supervisors to settle performance rating disagreements. If such steps are not satisfactory, employees may proceed to dispute resolution pursuant to Article 35 (Alternative Dispute Resolution), or grieve their rating pursuant to Article 36 (Negotiated Grievance Procedure).

Section 12. Responsibility for the Process Human Resources Services is assigned responsibility for providing guidance on all aspects of the rating program.

Section 13. Within-Grade Determinations

A. An employee whose performance of the critical elements of his/her position during the requisite period is at an acceptable level of competence shall be granted a within-grade salary increase pursuant to 5 USC 5335 and LCR 2013-4 (Within Grade Increases).

B. The employee's supervisor shall inform the employee in writing at least ninety (90) days in advance of a within-grade due date when the supervisor has determined that the employee's work is not at an acceptable level of competence. The employee shall have the right to utilize the ninety (90) day warning period to improve his/her performance. If because of administrative oversight or any other reason the supervisor fails to provide the employee a written ninety (90) day notice,

the employee shall be given ninety (90) days from the date of the notice to improve his/her performance. If the employee's performance improves to an acceptable level of competence, the within-grade shall be granted retroactively.

C. An employee who is denied a within-grade increase may proceed to dispute resolution pursuant to Article 35 (Alternative Dispute Resolution), or grieve pursuant to Article 36 (Negotiated Grievance Procedure).

ARTICLE 16. MERIT EMPLOYMENT AND PROMOTIONS

Section 1. Objective

The objective of the Merit Selection Plan and this article is to ensure that merit principles are applied in an equitable manner to all applicants for employment; to ensure the selection of those candidates determined to be best qualified; and to provide an incentive for all employees to pursue a career in the Library based on the excellence of their performance and development of their knowledge, skills, and abilities through an orderly and fair consideration for vacancies.

All personnel actions coming under the authority of the Merit Selection Plan and this Agreement shall be taken solely on the basis of merit, fitness, and qualifications and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, sexual orientation, age, race, color, sex, national origin, non-disqualifying disability, or other non-merit factors.

Section 2. The following exceptions apply:

- initial appointment for persons recruited under an approved recruitment, training, or exchange program (the Guild will be given notice and opportunity to bargain where appropriate over additional programs);
- b. reassignments (see Article 18 (Reassignments));
- c. details (see Article 17 (Details));
- d. placement as a result of reduction-in-force (see Article 19 (Reduction-In-Force));
- e. change to lower grade with no additional promotion potential at the employee's request and with the concurrence of management, provided minimum qualification requirements are met;
- f. promotions governed by an approved promotion plan;
- g. positions paid from gift funds entrusted to the Library for the employment of particular persons or persons of particular categories. This exception shall not apply to routine positions with usual requirements unless the terms of the gift so require;
- h. positions paid from funds transferred from other agencies when conditions imposed by such agencies preclude posting;
- i. reemployment of former employees on a reemployment list who were not offered a

position in a RIF, but only after the Library has notified the Guild and provided it opportunity to bargain over impact and implementation of the Reemployment Program;

- j. temporary promotions;
- k. temporary appointments not to exceed six (6) months, with four (4) month extension by agreement of the Parties;
- l. extensions not exceeding six (6) months, and additional extensions upon agreement of the Parties, of time-limited appointments that were made under competitive procedures;
- m. reappointment of a former Library staff member to the same or similar position for which the staff member qualifies (the Guild will be notified of these appointments);
- n. placements made under the Priority Placement Program;
- o. reclassification actions that are not the result of planned management action; and
- p. placement made as a result of the following actions:
 - 1. settlement of a grievance or an award, pursuant to Article 36 (Negotiated Grievance Procedure), including dispute resolution;
 - 2. resolution or dismissal of a law suit; or
 - 3. settlement of appeals brought under the appropriate statutory appeals procedure.

Section 3. Written tests may not be used as a selection device in considering employees for promotion or other placement actions unless such tests have been validated. No oral tests other than interviews should be administered. Employees and the Guild retain the right to challenge the validity of any selection test. Tests including physical tests should be validated.

Section 4. Job Analysis and Position Descriptions

When a position description changes (is upgraded, downgraded, or re-described) or a new position description is certified as a result of the Merit Selection Plan procedures, the Library will provide the Guild a copy of the new or changed position description within fifteen (15) working days of the change. The Library will notify the Guild of changes in organization name by special announcement. No additional notification will be required for resultant organization name changes in affected position descriptions.

If Merit Selection Plan procedures result in changes in position descriptions that adversely affect employees, the employees may follow the dispute resolution process (Article 35 (Alternative Dispute Resolution)). The Library and the Guild will meet, consult, and bargain over the adverse impact of the position description changes.

Section 5. Merit Selection Plan

Before implementing any changes to the procedures or practices found in the Merit Selection Plan, the Library will send the Guild a management plan and notice to bargain according to the provisions of Article 8 (Midterm Bargaining).

Section 6. The Library will make every effort to identify and use incumbent Subject Matter Experts (SMEs). When an incumbent SME is unavailable, the Library will use the next best SME who is available. The Library will consider delaying the process until an incumbent SME is available.

Section 7. An employee's accumulation of earned annual or sick leave, in and of itself, shall not be a factor in the consideration of an employee for selection or promotion. This would not preclude the Library from considering an employee's overall attendance record under appropriate circumstances.

Section 8. The Library will notify the Guild of positions paid from gift and trust funds and funds transferred from other agencies that are filled noncompetitively.

ARTICLE 17. DETAILS

Section 1. This article covers details, i.e., the temporary full-time or part-time assignment, of an employee from his/her regular position to another position of the same, higher, or lower grade, or to unclassified duties without change in status, grade or compensation; and temporary promotions. When an employee is detailed he/she remains officially in his/her regular position for the duration of that detail.

Section 2. The Library agrees that any employee for whom a known detail is planned will be notified at least two (2) weeks prior to the beginning of the detail unless the Library demonstrates reasonable cause why such notification could not be provided.

Section 3. The Library has determined that:

- a. a detail to a position of the same grade shall not normally exceed four (4) months;
- b. a tempor
- c. a detail to a lower grade-level position shall not normally exceed three (3) months.

In instances where the Library finds it necessary for operational efficiency to extend a detail or temporary promotion, it will notify the Guild two (2) weeks prior to the extension. Such notification will include:

- a. the name of the detailed employee;
- b. the employee's permanent position;
- c. the position to which the employee is being detailed;
- d. the beginning date of the extension;
- e. the duration of the extension; and
- f. the reason for the extension.

Section 4. Except for brief periods, an employee should not be detailed to a bargaining unit position of a higher grade unless there are compelling reasons for so doing. A detail to a higher

grade-level bargaining unit position or to a bargaining unit position with known promotion potential shall not ordinarily exceed four (4) weeks. If an employee must perform the duties of the higher grade-level position beyond four (4) weeks, or if it is known in advance that these duties will extend beyond four (4) weeks, a temporary promotion shall be made.

Section 5. In those instances where it becomes necessary for the Library, for reasons of operational efficiency, to detail an employee to either a higher grade-level position or to a position with known promotion potential for greater than four (4) weeks, the Library will normally seek expressions of interest for, or announce, planned details for at least fifteen (15) days prior to the detail. The notice will include a description of the proposed work assignment, the length of the detail, the qualifications being sought, special requirements, and any other pertinent information. The Library will accept expressions of interest from and, when appropriate, interview candidates, as determined by the selecting official.

Section 6. Full-time details for a period of more than five (5) workdays but fewer than twenty (20) workdays shall be documented by a memorandum to the employee before the beginning of the detail, with a copy placed in the employee's Official Personnel Folder (OPF). Regularly-scheduled part-time details or recurring details of four (4) hours or more duration at a time that exceeds forty (40) hours per year shall be documented by a memorandum to the employee with a copy placed in the employee's OPF. Full-time details in excess of twenty (20) workdays will be reported on a Personnel Action Recommendation (PAR) and forwarded through established channels for approval. Such memoranda and recommendations shall indicate: (a) beginning date; (b) reason for detail; (c) expected duration; and (d) position to be occupied, or a brief description of the unclassified duties or work project to which assigned.

Section 7. For reasons of equity, assignments made pursuant to this article shall be rotated among qualified employees unless the Library demonstrates reasonable cause as to why they cannot be rotated.

Section 8. Details of employees to lower grade-level positions shall be kept to a minimum and shall not adversely affect an employee's salary, classification, job standing, or promotion opportunities.

Section 9. The involuntary detail of an employee who is at a grade level below the top of his/her classification promotion plan shall be avoided whenever possible; such a detail shall not be allowed to delay the employee's promotion within the plan provided that his/her performance is fully satisfactory. If an employee's work is found to be in need of substantial improvement on an involuntary detail to a position in which the duties are not basically the same as those in an employee's permanent position description (PD), the Library will consider terminating the detail. An employee who is involuntarily detailed to a position whose duties are not basically the same as those in his/her permanent PD shall not be given an unsatisfactory performance rating based solely or principally on their his/her in the job to which he/she is detailed.

Section 10. The performance rating of a detailed employee shall be based on the requirements of

his/her regular position and the detailed position duties actually assigned and performed during the rating period.

Section 11. The Library will provide the Guild with a listing of details and temporary promotions quarterly.

Section 12. The Parties will meet, consult, and bargain over the impact and implementation of the detailing of two (2) or more employees either to similar assignments or to form temporary new teams whenever such actions have more than de minimis impact.

ARTICLE 18. REASSIGNMENT

Section 1. A reassignment is the permanent movement of an employee from his/her regular position to another position at the same or equivalent grade which becomes the employee's regular position.

Section 2. A reassignment may be made for, but shall not be limited to, the following reasons:

- a. to accomplish the mission of the Library;
- b. to assure better utilization of employee skills or abilities;
- c. to make the best use of current staff;
- d. to resolve work-related problems;
- e. to comply with employee requests; or
- f. to avoid having to institute Reduction-In-Force procedures.

Requests submitted under Section 2(e) above will be approved as deemed appropriate and feasible by the Library.

Section 3. Reassignments that are primarily intended to offer special training or experience for advancement, career development, or promotion, will be made in accordance with the Library's Merit Selection Plan and Article 16 (Merit Employment and Promotions).

Section 4. When a reassignment is required, the Library will notify the employee of the details of the new assignment at least thirty (30) days in advance of the reassignment, when practicable.

Section 5. When an employee is reassigned into a vacant position, the Library will provide appropriate training pursuant to Article 27 (Professional Development and Training). When an employee is reassigned to avoid a RIF or as the result of a RIF, the employee will receive an appropriate adjustment period as determined by the Library. Appropriate job orientation and/or training will be provided during the adjustment period as determined by the Library in conformity with Article 19 (Reduction-In-Force).

Section 6. All reassignments will be subject to procedures and requirements, which mandate that all non-competitive personnel actions be based on legitimate, non-discriminatory, job related criteria and that Human Resources Services shall review those actions to assure their compliance.

ARTICLE 19. REDUCTION-IN-FORCE

Section 1. Reduction-In-Force (RIF) is a situation created by abolishing one or more permanent or indefinite positions resulting in the involuntary reassignment, change to lower grade, or separation of employees from their positions.

Section 2. The following are not covered by this article:

- a. terminations of a temporary appointment, an indefinite appointment in a position to which another employee has been granted a right to return, a temporary promotion, and an indefinite appointment made for a specific period of time;
- b. separation or demotion for cause, or change to lower grade as a result of a classification action; and
- c. permanent-conditional employees and indefinite-conditional employees.

Section 3. Special Conditions

A. Part-time employees holding positions as described in Section 1 which are covered by this article may only be placed in other part-time positions in accordance with the procedures set out below.

In a RIF, full-time employees may only claim other full-time positions, and part-time employees may only claim other part-time positions.

B. Staff members who have competed and been selected for existing affirmative action or career development programs and are participating in the programs or future programs which have been implemented pursuant to Article 8 (Midterm Bargaining) cannot be displaced from those programs by other staff members who are in a RIF. However, should these programs be terminated and the staff members participating in them are in positions described in Section 1, they will be placed in positions in accordance with the procedures set out below.

Section 4. No RIF will provide an advantage to an employee that he/she did not have when the RIF occurred. Similarly, no lateral reassignment will provide an advantage to an employee he/she did not have before the reassignment occurred.

Section 5. The Library shall not institute a RIF as a disciplinary measure against an employee or group of employees.

Section 6. To minimize the adverse impact on employees, the Library shall, where it determines to be practicable or desirable, accomplish any RIF through attrition. Before instituting a RIF, the Library shall, where it determines practicable, take steps to address budget cutbacks by reducing costs.

Section 7. When the Library determines it will reassign employees whose positions are eliminated, it may laterally reassign those affected employees as follows:

a. when lateral reassignments are used, all affected employees in a unit will be placed in the same manner;

b. to qualify for such a reassignment, an employee must meet the minimum qualifications of that position. Employees will be presented with a list of the vacant positions available, the position descriptions of those positions, the name(s) of the supervisor(s) if known, and other information which might help them fill out an employment application form and express a preference. Employee preferences will be taken into consideration;

c. employees will be encouraged to attach such information as education, experience, pertinent specialized skills and abilities, (e.g., knowledge of foreign or computer languages) and assignment preference;

d. where practicable, the Library will reassign qualified employees based on consideration of operational effectiveness and efficiency and the employees' stated first or second preferences. When preferences cannot be granted because too many employees want the same job, the Library shall reassign qualified employees by order of preference in accordance with seniority.

Section 8. In certain instances, the Library may restrict the displacement of employees (see Section 9(c)) in a particular organizational unit when the projected number of displacements would be so great as to have an adverse effect, as determined by the Library, on the bargaining unit and the meeting of required goals and deadlines. In such instances, the Library may establish a percentage beyond which additional displacements will not be allowed.

Section 9. The following are the definitions of the key terms used in this article:

a. Competitive Area. Consists of all organizational entities in the Library where positions in the affected employee's competitive level (see: b, below) are located. An affected employee's reassignment to such organizations will be effected in the following sequence whenever possible:

1st competitive sub-area:

in the affected employee's own office or division;

2nd competitive sub-area:

in his/her own service unit; and,

3rd competitive sub-area:

in other service units of the Library.

b. Competitive Level. Consists of all positions, occupied or vacant, which are (1) in the same series and grade as the affected employee's current position or (2) in a closely related series at his/her current grade. These positions must be so similar in all important respects that the affected employee might be reassigned to that position with no special training.

c. Displacement. Means the supplanting of an employee from his/her position in the Library by an affected employee whose position is being abolished or claimed (see d, below) and who has greater retention preference.

d. Claimed Position. Is an occupied position which an affected employee may occupy by displacing another employee who has less retention preference. The claimed position must be:

1. in the affected employee's competitive level; or

2. one that the affected employee held at the Library in the past, but which is not at a higher grade level than his/her current position; or

3. in the same series as his/her competitive level, but at a lower grade, and for which he/she meets the minimum qualifications.

e. Position for Which an Employee Qualifies. Refers to a vacant position, which management had decided it will fill, for which the affected employee meets the minimum qualifications. This position must be in compliance with Section 4, above, but may have a lower grade than that of the affected employee's current position.

f. Retention Preference. Means the right of an affected employee to be retained insofar as is possible in the employment of the Library in his/her current position. For affected employees covered by this article, retention preference shall be based on length of Library service (intervening military service will not constitute a break in Library service). In the

case of identical lengths of Library service, retention preference will be determined by:

1. the most recent performance rating; or
2. other official written evidence pertaining to performance on the job that was in existence in the employee's official personnel folder prior to the commencement of the RIF.

g. Advantage. Is defined as placement in a position at a higher grade or in a position with a higher promotion plan than the incumbent's current promotion plan or placement in a supervisory position unless the employee exercises retreat rights.

h. Retreat. Means the placement of the affected employee in another position at the same but not at a higher level than his/her current position which the affected employee held in the past and which is held by an employee with less retention preference.

Section 10. Immediately prior to the official notification to the affected employee, the Library shall inform the Guild of any approved RIF. This notice, in writing, shall include the reasons for the planned RIF, the approximate numbers and types of positions affected, the approximate date of the action, and an invitation to the Guild to participate in meetings with affected employees conducted by the Library to explain RIF procedures and answer any questions.

Section 11. The Library shall notify affected employees at least ninety (90) days, except in fiscal emergencies, but no fewer than thirty (30) days in advance of the RIF, unless precluded by law. This notice, in writing, shall include the following information:

- a. the action the Library intends to take;
- b. reason for the RIF;
- c. effective date of the RIF;
- d. affected employee's Library service computation date;
- e. affected employee's appointment status;
- f. affected employee's competitive area and level;
- g. why any employee at the same competitive level in the division or office affected by the RIF with less retention preference is being retained. This includes information concerning why any employee occupying a position at a lower grade that is in the same promotion plan with the affected employee's competitive level is being retained;

- h. severance pay, as applicable;
- i. time limits on grievances and complaints of discrimination and where they should be addressed;
- j. salary and grade retention rights, if applicable; and
- k. reemployment rights, if applicable.

Section 12. The affected employee shall submit an employment application form.

Section 13. Upon notification to the affected employee in respect to a staff reduction, the Library will impose a hiring freeze on positions in those series that are identified by the affected employee's competitive level and for which he/she qualifies. A hiring freeze under the terms of this section will be for at least ninety (90) days.

Section 14. The employee and/or the employee's representative shall have the right to review all records pertaining to a proposed separation or assignment to a lower grade level position. The right to review includes examination of the retention register of positions which the employee has the right to claim. The retention register shall be made available immediately upon the employee's receipt of either an offer of a position at a lower grade level or a notice of proposed separation.

Section 15. The Library shall take the following sequential steps using vacant or occupied positions in the Library to resolve the RIF:

Step 1. Using Vacant Same-graded Positions:

Prior to the effective date of the RIF, place the affected employee in a vacant position in the same competitive level, or in a position for which the affected employee qualifies and which is at the same grade as his/her current position.

Step 2. Using Occupied Same-graded Positions:

If Step 1, above is not successful prior to the effective date of the RIF, place the affected employee in a position occupied by another employee in the same competitive level who has less retention preference.

Step 3. Using Occupied Same-graded Position (retreat rights):

If Step 1 and 2, above, are not successful, prior to the effective date of the RIF, place the affected employee in another position at the same but not at a higher level than his/her current position which the affected employee held in the past and which is held by an

employee with less retention preference.

Step 4. Using Vacant One-lower-graded Positions:

If Step 1 through 3, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position for which he/she qualifies and which is one grade lower than his/her current position.

Step 5. Using Occupied One-lower-graded Positions:

If Steps 1 through 4, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position that is one grade lower than his/her current position and which is occupied by another employee who has less retention preference.

This position must:

- a. be in the same series as the affected employee's competitive level; or,
- b. be a position which the affected employee held in the past.

Step 6. Using Vacant Two-lower-graded Positions:

If Steps 1 through 5, above, are unsuccessful, prior to the effective date of the RIF, place the affected employee in a position for which he/she qualifies and which is two grades lower than his/her current position.

Step 7. Using Occupied Two-lower-graded Positions:

If Steps 1 through 6, above, are not successful, prior to the effective date of the RIF, place the affected employee in a position that is two grades lower than his/her current position and which is occupied by another employee who has less retention preference.

This position must:

- a. be in the same series as the affected employee's competitive level; or,
- b. be a position which the affected employee held in the past.

Step 8. Using Other Vacant or Occupied Positions not Addressed Above:

If Steps 1 through 7, above, are not successful, prior to the effective date of the RIF, repeat the procedure for Steps 6 and 7, above, for positions which are three or more grades lower than the affected employee's current position until a placement is made or he/she declines further consideration.

Step 9. For Occupied Entry Level Positions:

An affected employee may claim an occupied position at the entry level when that position is in the same series or closely related series as the affected employee's position and the

incumbent of that position has less retention preference. The affected employee must also meet the minimum qualifications for that position.

To minimize the impact of a RIF on employees who occupy positions as specified in Steps 2 and 3, above, the Library reserves the right to bypass these steps and offer the affected employee a vacant position as specified in Step 4. The affected employee has the right to decline such an offer, and if declined, the Library will follow Steps 2, 3, and successive steps until a placement is made, the affected employee declines further consideration, or the affected employee is separated.

When a RIF is resolved by placing the affected employee in a position which is at a lower grade level than that of his/her current position, salary and grade retention rights will be extended whenever possible in accordance with law, governing regulations, LCRs, and this Agreement.

Section 16. An affected employee will be given ten (10) calendar days in which to accept or refuse any placement made in accordance with Section 15, above. Acceptance of a position made in accordance with Steps 1 through 9 of Section 15, or in accordance with the bypass provision of Section 15, will conclude the Library's obligation to the affected employee insofar as the RIF is concerned. Refusal of any placement offered in accordance with Steps 1 through 9 of Section 15 will result in separation of the affected employee.

Section 17. The Library will establish and maintain for three (3) years a reemployment list for employees separated by RIF. The affected employee will be notified of his/her placement on the reemployment list.

Section 18.

A. Employees affected by a RIF for whom no positions can be located shall be assisted by the Library as is practicable in seeking other employment opportunities.

B. When employees are to be displaced as a result of a decision to contract out the work they perform, the Library will include in its solicitation a clause requiring the contractor to offer the right of first refusal for employment openings under the contract to qualified downgraded and/or separated employees, if that employment is consistent with post-Government employment conflict of interest standards.

Affected employees will not be required to exercise their right of first refusal until such time as the Library has fully met its obligations, as provided for in this article, regarding the affected employees' placement. Employees declining to exercise such right shall in no way diminish rights he or she might otherwise have under the provisions of this article and this Agreement.

Section 19. The Library shall explain to eligible affected employees the program for early

retirement.

Section 20. Placement on Administrative Furlough

As an alternative to abolishing an employee's position, the Library may furlough (with the employee's consent) an employee who might otherwise be placed in a RIF status. As an alternative to abolishing positions, the Library retains the right to furlough when it determines that the shortage of funds or curtailment of work affecting the position will not exceed one (1) year.

The Library may use furlough only when it intends to recall the employee to the same position as that from which he/she had been furloughed. When the possibility of recall within one (1) year is doubtful, furlough should not be used.

A. Order of Furlough. The Library may not separate an affected employee in a RIF while another employee having the same competitive level, but less retention preference, is on furlough. If the Library is unable to place the affected employee at his/her current grade level, the Library shall provide the affected employee the opportunity to be placed on administrative furlough. Should the affected employee decline administrative furlough, the Library will attempt to place the affected employee in a position which is in this sequence:

1. one grade lower than his/her competitive level;
2. two grades lower than his/her competitive level;
3. three grades lower, etc. Should the affected employee reject an offer at this level, he/she would then be separated from the Library.

Note: For professional positions in grades between GS-5 and GS-11, the following are positions one grade lower, GS-5 for GS-7, GS-7 for GS-9, and GS-9 for GS-11.

B. Should the affected employee accept placement on administrative furlough, the originally furloughed employee would be given a thirty (30) day RIF notice.

C. Order of Recall. When the Library has more than one employee furloughed from the same competitive level, it shall recall those employees in the order of retention preference.

D. No Recall from Furlough. If the budget or work situation responsible for the use of furlough changes so that a furloughed employee cannot be recalled to duty, a reduction-in-force notice (as described in this article) will be issued to the furloughed employee at least thirty (30) days before the date of separation. If it becomes apparent that a one (1) year furlough is to end in separation, the notice will be issued soon enough to keep the furlough from exceeding the maximum length of one (1) year and still provide the full

thirty (30) day notice of separation as required.

E. No Return from Furlough. If a furloughed employee refuses or does not respond to a call to return to duty, the employee shall be separated. The official record will reflect RIF as the reason for separation.

Section 21. The Library agrees to apply all provisions of this article fairly and equitably. Nothing in this section diminishes the Library's retained management rights under 5 USC 7106 (a)(2)(A).

Section 22. A RIF is completed when all affected employees are placed in positions or are separated from the Library.

Section 23. The Parties will meet, consult, and bargain over the impact and implementation of changes in conditions of employment not covered by this Agreement.

Section 24. All reductions-in-force will be subject to procedures and requirements, which mandate that all non-competitive personnel actions be based on legitimate, non-discriminatory, job related criteria and that Human Resources Services shall review those actions to assure their compliance.

ARTICLE 20. REORGANIZATIONS

Section 1. Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties of an organization or unit therein.

Section 2. The Guild shall be given the opportunity to be present at any meeting between management and employees involved during the course of the reorganization, according to the provisions of Article 5 (Guild Rights).

Section 3. The Library agrees to notify the Guild in writing of a proposed reorganization normally at the time of the service unit recommendation for approval.

Section 4. Information Sharing

A. In accordance with Article 8 (Midterm Bargaining), Section 3 of this Agreement, the Library shall make the following information available to the Guild:

1. the purpose of the reorganization;
2. draft plans and organization charts;
3. changes which affect the employees' role in service to the Library's constituencies;
4. number of affected employees; and
5. jobs added, deleted or changed, as well as addition or reduction of support and supervisory personnel.

B. Should the Guild require additional information regarding the relocation, the Guild will specify in writing the information needed and why it is necessary, including the uses to which the Guild will put the information, and the connection between those uses and the Guild's representational responsibilities.

Section 5. The Parties will meet, consult, and bargain over the impact and implementation of reorganizations. Such bargaining shall be without regard to the withdrawal of specific proposals during term negotiations, since the Parties agree that no rights were thereby waived.

ARTICLE 21. HOURS OF DUTY

Section 1. The basic work week in the Library shall normally consist of five (5) workdays of eight (8) hours each, Monday through Friday. This provision is not to be construed as a limitation on the right of the Library to establish shifts or effect changes in established shifts.

Section 2. Those divisions which have operational requirements that include Saturdays, Sundays, and/or evenings shall establish a basic eighty (80) hour per pay period schedule. The Library shall designate for each employee the days in the administrative workweek which shall be non-work days in lieu of Saturday and Sunday.

Section 3. Employees shall normally be notified of any changes in the work schedule at least one week in advance.

Section 4. All applicable laws and regulations regarding the administrative workweek remain in effect unless specifically modified by this article. Special work schedules will be permitted to continue and be authorized in accordance with applicable laws and regulations.

Section 5. Employees shall have the right to request a part-time schedule in accordance with applicable regulations and 5 USC Ch 34. Part-time employment is implemented and governed by the applicable LCR, except as otherwise specified in this Agreement. In accordance with the applicable LCR, this Agreement, and in consideration of operational needs, part-time staff should receive the same consideration as full-time staff for training, developmental assignments, awards, and scheduling leave.

Section 6. Employees are required to account for hours worked on a daily basis. Procedures for the administration of time and attendance records shall be in accordance with applicable guidelines. Current sign-in procedures will remain in effect. Should the Library wish to change such procedures, the Parties will meet, consult, and bargain over the impact and implementation.

Section 7. Employees will receive two daily rest breaks of twenty (20) minutes duration, one to

be taken in the morning and one to be taken in the afternoon, or for each four (4) hours worked. The time of these breaks is to be determined by the supervisor in a non-arbitrary manner. Rest breaks shall not be taken during the first or last hour of the employee's workday, nor in conjunction with the lunch period. Employees on their breaks shall not interfere with the work of employees not on break.

Section 8. Unless the supervisor specifies otherwise in advance, an employee on temporary assignment for training will observe the work schedule of the organization to which assigned, or the requirements of the established training schedule.

Section 9. Alternative Work Schedule

A. Definitions:

1. an alternative work schedule is any working arrangement which enables employees to fulfill the basic work requirement of eighty (80) hours per pay period in less than ten full work days, and which permits employees to vary their starting and quitting times on a daily basis, subject to core periods during which all employees are required to work, and specified flexible bands during which employees are allowed to work;
2. a non-work day is any scheduled day off, which will normally be Sunday, Monday, Friday, or Saturday.

B. Employees must choose one of the following scheduling options, subject to the exclusions specified herein:

1. a flexitime schedule, if applicable to the division or office, or a fixed schedule; or;
2. a 5-4/9 plan (compflex), under which the employee works eight (8) nine-hour days and one (1) eight-hour day each pay period, with the eight-hour day normally falling on the last workday of the pay period.
3. a 4-4/10 (maxiflex) plan, under which the employee works four (4) ten-hour days each week.

The employee is required to be present for the core hours of the days which he/she works.

C. Core and flexible periods shall be as follows:

Core days Tuesday, Wednesday, Thursday;

Core hours, M-F 9:30 a.m. - 3:00 p.m.; and

Flex bands, M-F 6:30 - 9:30 a.m. - 3:00 - 8:00 p.m.

D. Mid-day Flex. In addition to a normal lunch period, an employee may take time away from the job between 11:00 a.m. and 2:00 p.m., with prior supervisory approval, if the employee makes up the work time during the morning or afternoon bands and therefore works a full tour of duty or requests leave for the difference.

E. Employee Election. Compflex/Maxiflex is open to full-time employees only. Employees participating in compflex/maxiflex will request a schedule in advance for approval by their supervisor. Supervisors will attempt to accommodate an employee's request. At least two weeks prior to the beginning of each six (6) month period starting in April and October of each year, full-time employees eligible to participate in a compressed and flexible work schedule must elect, on a form to be developed by the Parties, flexitime or the 5-4/9 or 4-4/10 plans. Employees who elect the 5-4/9 or 4-4/10 plans must also specify their choices of non-work days; a single day will be their non-work day for the entire period of election. Tuesdays, Wednesdays, and Thursdays are core days and may not be chosen as non-work days. The supervisor may approve, disapprove, or amend the employee's requested schedule as required by operational conditions and/or the schedules of other employees. However, when a holiday falls on an employee's scheduled non-work day, Tuesdays or Thursdays may be used in lieu of holidays if required by Section H below.

F. Employee Withdrawal. An employee who has established a compflex/maxiflex schedule may request to withdraw during the six-month period only because of personal hardship, such as a change in the employee's health or family care arrangements, subject to the approval of the Library. An employee who wishes to withdraw from compflex/maxiflex shall submit to his/her supervisor a written request detailing the particular hardship and desire to withdraw from compflex/maxiflex. The supervisor shall give a decision of approval or disapproval in writing to the employee.

G. Leave. Alternative work schedules are not intended to increase or decrease an employee's existing entitlement to leave or creditable service for retirement purposes. Leave is earned based on an eighty-hour pay period and is to be taken and charged based on the number of hours which an employee is absent from the approved schedule of duty.

H. Holidays.

1. Holiday entitlement will be based on the individual schedule for the day on which the holiday falls.
2. If the observance of a holiday falls on an employee's non-workday and the employee's non-workday is a Monday, then the Tuesday following the observance becomes the non-workday. If the observance falls on the employee's non-workday and the non-workday is any day other than a Monday, the day preceding the observance becomes the non-workday.

I. Overtime. Overtime for employees participating in complex/maxiflex schedules is defined as that work or duty time in excess of ten (10) hours in a ten-hour day, nine (9) hours in a nine-hour day, or eight (8) hours in an eight-hour day or more than eighty (80) hours in a pay period, that is specifically ordered and approved by management in accordance with applicable provisions of law.

J. Travel, Training, and ADS. When an employee participating in complex/maxiflex is on travel, work-related injury status, military leave, jury duty, or training away from the agency, the employee's schedule will revert back to ten (10) eight-hour days for the pay period in which the special status occurs.

Section 10. Implementation.

A. All previous exclusions and modifications of flexitime and compressed workweek arrangements remain in full force and effect and are hereby incorporated into this Agreement.

B. Participation in flexitime or complex/maxiflex may be restricted or barred from new employees or employees in training status.

C. Management may also exclude individual employees or groups of employees from coverage, when:

1. operational considerations (e.g., efficiency, productivity and /or service) prevent either full or partial use of flexitime or complex/maxiflex for the employee(s) involved; or
2. the employee(s) needs close supervision because of disciplinary or performance-related considerations (i.e., for employees under warning or adverse action); or
3. employee(s) has abused flexitime or complex/maxiflex and as a result have been subjected to a warning and/or subjected themselves to disciplinary action, when determined appropriate.

D. The Library reserves the right to require an employee to perform work assigned or to require him/her to appear for work when ordered to accomplish its organizational mission.

Section 11. Termination.

The Parties acknowledge that the practice and continuance of flexitime, complex, or maxiflex, is subject to its effect on productivity, public service operations, or increased cost to the Library. Flexitime, complex, or maxiflex may be terminated in whole or in part in accordance with applicable law. In cases where the Library proposes to terminate flexitime, complex, or maxiflex schedules, it shall bear the burden of showing that the continuance of the program is likely to have an adverse agency impact.

ARTICLE 22. OVERTIME

Section 1. Time spent performing official business in excess of eight (8) hours a day or forty (40) hours a week shall be considered overtime when officially ordered or approved for employees exempt from the Fair Labor Standards Act (FLSA). An employee covered under the FLSA shall be considered to be in an overtime status when performing work prior to or after the established shift hours or during the prescribed lunch period for the benefit of the Library, whether requested or not, and the Library knows or has reason to believe it is being performed, except for time considered to be insignificant. All employees shall be compensated for overtime work either by compensatory leave or overtime pay in accordance with applicable laws and regulations. For employees participating in compflex or maxiflex see Section 9 (I), Article 21 (Hours of Duty).

Section 2. Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with qualifications needed for the work to be done. The steward may consult with the supervisor concerning the assignments of overtime in an effort to apportion the overtime work equally among all employees as far as possible. Supervisors shall not assign overtime work to employees as a reward or penalty. In the assignment of overtime, the Library agrees to provide the employee(s) with advance notice, if possible. Any employee designated to work overtime on days outside his/her basic work week will be given a day's notice, except in cases of emergency. When overtime is to be performed on a Sunday, or a holiday, two (2) days' advance notice will be given to the employee(s) affected whenever possible, and compensation will be in accordance with applicable laws, regulations, and the provisions of this Agreement. Employees who are available and willing to work may be denied the opportunity to work overtime only if it is necessary to promote the efficiency of the Library.

Section 3. A rotational system will be established whereby each and every employee within a section or organizational unit where the work is to be performed will be given the opportunity to participate in overtime work assignments on an equal basis insofar as operational needs allow. The rotation of overtime assignments which require specialized training or uncommon skills may be limited to employees within the section or organizational unit who possess such training or skills. If sufficient employees from within the unit where the work is being performed are not available to perform the work, the supervisor may assign qualified staff members to work overtime regardless of their organizational unit. Records of employee overtime worked shall be maintained by the Library, including an overtime roster available for review by the Guild.

Section 4. Employees who work overtime after completing the normal eight (8) hour workday shall be allowed one thirty (30) minute rest break during each four (4) hours worked. Employees who work a full eight (8) hours overtime on days not included in their forty (40) hour workweek shall receive breaks in accordance with Section 7 of Article 21 (Hours of Duty). Employees working overtime less than a full day will be allowed one (1) twenty (20) minute rest break during each four (4) hours of work.

Section 5. The Guild acknowledges that the Library retains the right to require employees to work overtime. Employees, however, may be excused from this requirement upon acceptable reason timely offered.

Section 6. An employee officially ordered or who has approval to work overtime one (1) hour or more beyond his/her duty hours, and who must travel between the office and home during hours of darkness or on infrequently scheduled public transportation, shall be reimbursed for transportation fees in accordance with appropriate schedules. The employee must substantiate additional transportation expenses before he/she will be reimbursed.

Section 7. Guild officials, stewards, or bargaining unit employees normally shall not use any official time granted under this Agreement for representational activity while in overtime, holiday, or compensatory status.

ARTICLE 23. CREDIT HOURS

Section 1. Definition Credit hours are given for authorized work performed by an employee in excess of his/her regularly scheduled tour of duty on any workday in order to vary the length of a subsequent workday. Such work is compensated by an equal amount of time off (i.e., one (1) hour of work in excess of the employee's regularly scheduled tour of duty is compensated by one (1) hour off on a subsequent workday.) Work performed for credit hours is differentiated from overtime work, which is ordered or directed by management in excess of the employee's basic hours. Work performed for credit hours is not compensated as, nor is it subject to the rules and regulations governing, overtime work.

Section 2. Approval Approval to earn and use credit hours must be requested in advance. Supervisors will consider operational requirements when considering requests to work credit hours. Employees who need close supervision because of disciplinary or performance-related considerations may be excluded from working credit hours.

Section 3. Earning and Using Credit Hours

A. Employees may earn up to twenty-four (24) credit hours and carry over up to twenty-four (24) hours per pay period except where the Library demonstrates operational needs.

B. Employees may earn credit hours in an initial increment of thirty (30) minutes, and then in fifteen (15) minute increments.

C. Employees working for credit hours may work a maximum of eleven (11) hours per day on a regularly scheduled workday, or eleven (11) hours on their maxiflex/complex day.

D. Employees may earn credit hours during the flexible bands. Employees working fixed

schedules are not eligible for credit hours. Employees whose normal hours of duty fall on Saturday may earn credit hours between 8:30 a.m. and 6:00 p.m. on Saturdays.

E. Management may require the employee to work overtime instead of credit hours.

F. Credit hours are to be used in the same manner as annual leave.

Section 4. The Library retains the right to terminate the credit hours program in accordance with 5 USC 6122 and 6131 (Flexible and Compressed Work Schedules). The Library will bear the burden of showing that the program is likely to have an adverse agency impact.

ARTICLE 24.LEAVE

Section 1. Definitions

For the purposes of this article, as well as leave sharing programs mentioned in this Agreement (Voluntary Leave Transfer Program, Voluntary Leave Bank Pilot Program), the following definitions shall apply; except as noted in Section 8 (Family Medical Leave Act):

A. “Family member” means the following relatives of the employee:

- (1) spouse, and parents thereof;
- (2) children, including adopted and foster children and spouses thereof;
- (3) parents;
- (4) brothers and sisters, and spouses thereof; and
- (5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

B. “Health care provider” means:

- (1) a licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;
- (2) any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under Federal or State law to provide the service in question;
- (3) a health care provider as defined in paragraph (2) of this definition who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law;
- (4) A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts; or
- (5) a Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders who practices traditional healing methods as believed, expressed, and exercised in Indian

religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (92 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

C. “Serious health condition” means: an illness, injury, impairment, or physical or mental condition that involves:

(1) inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

(2) continuing treatment by a health care provider that includes, but is not limited to, examinations to determine if there is a serious health condition and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists.

Continuing treatment by a health care provider may include one or more of the following:

a) a period of incapacity of more than 3 consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) treatment two or more times by a health care provider, or by a health care provider under the direct supervision of the affected individual’s health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

(2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (e.g. a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition);

b) any period of incapacity due to pregnancy or childbirth, or for prenatal care, even if the affected individual does not receive active treatment from a health care provider during the period of incapacity, or the period of incapacity does not last more than 3 consecutive calendar days;

c) any period of incapacity or treatment for such incapacity due to a chronic serious health condition that:

(1) requires periodic visits for treatment by a health care provider or by a health care provider under the direct supervision of the affected individual’s health care provider;

(2) continues over an extended period of time (including recurring episodes of a single underlying condition);

(3) may cause episodic rather than a continuing period of incapacity (e.g. asthma,

diabetes, epilepsy, etc.). The condition is covered by this provision even if the affected individual does not receive active treatment from a health care provider during the period of incapacity or the period of incapacity does not last more than 3 consecutive calendar days;

d) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The affected individual must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider (e.g. Alzheimer's, severe stroke, or terminal stages of a disease);

e) any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity more than 3 consecutive calendar days in the absence of a medical intervention or treatment (e.g. chemotherapy/radiation for cancer, physical therapy for severe arthritis, dialysis for kidney disease).

Examples of conditions not considered a serious health condition include: routine physical, eye, dental examinations, conditions where over-the-counter medicines and/or bed rest are initiated without a visit to a health care provider, voluntary or cosmetic treatments that are not medically necessary and surgical procedures that typically do not involve hospitalization and require only a brief recovery period. In addition, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), allergies, restorative dental or plastic surgery after an injury, or mental illness resulting from stress are not considered serious health conditions unless complications develop or if such conditions require inpatient care or continuing treatment by a health care provider.

Section 2. Annual and sick leave records of an employee, or information from these records, will not be made available to the public, except where authorized in writing by the employee. Leave balances in and of themselves will not be the basis for denying promotion or instituting disciplinary action.

Section 3. The employee will use the appropriate form to request leave. All types of leave will be charged in increments of fifteen (15) minutes.

Section 4. Leave earnings are credited in accordance with law.

Section 5. Annual Leave

A. Requests for annual leave shall be made and approved in advance, except in cases of emergency. There shall be at all times, during core period or normal duty hours, a management official authorized to approve leave.

B. When an employee does not report to work in time to complete the entire day, the difference

will be charged to annual leave. Employees shall request approval for unscheduled or emergency annual leave from their supervisors by telephone or the most expeditious means possible normally within the first hour of the employee's normal workday, or, in organizational units under flextime, within one (1) hour of the beginning of core time. Employees having scheduled assignments shall request approval of leave one (1) hour before the scheduled assignment. Where for good and sufficient reasons the affected employees are unable to notify their supervisors of their inability to report for duty, the request for emergency annual leave may be made by another person. If the employee does not report to work when expected, the employee will be placed in an Absence Without Official Leave (AWOL) status and may also be subject to disciplinary action.

C. To the greatest extent possible, consistent with workload needs, annual leave will be approved in order to satisfy the preferences of and to provide equity among employees. The employee will not be required to justify requests for annual leave, except when emergency leave is involved. Every effort will be made to accommodate requests for leave for holidays, for weddings, for funerals, and for family emergencies.

D. In the event of a conflict in scheduling annual leave among employees, first consideration will be given to essential work demands, and second to employees whose Library service computation date is earliest, in the absence of determinable personal hardship. Leave requests submitted at least sixty (60) calendar days in advance of the proposed leave period will be resolved in favor of the employee with the earliest Library service computation date, in the absence of determinable personal hardship. Subsequent conflicts among the same employees will be resolved by granting leave to the next senior employee who has not previously been granted his/her preference of leave. Leave requests submitted fewer than sixty (60) calendar days in advance of the proposed leave period will be resolved in favor of the employee who submits the earliest request for leave. Employees may be required to submit leave requests for vacations of two (2) weeks or more, on or before a fixed date established by the Library.

E. When annual leave has been requested and approved, approval will not be canceled except in extraordinary situations in which the presence of the individual employee is required and only after the employee has been consulted and informed. In these situations the employee will normally be notified at least three (3) working days in advance of the beginning of the scheduled leave period.

F. Annual leave may be granted to the extent that such leave will accrue to the employee during the remainder of the current leave year or the time remaining on his/her appointment, whichever occurs sooner.

G. Annual leave in excess of the maximum permissible carryover of 240 hours, except as otherwise provided for by applicable law and regulations, shall automatically be forfeited at the end of the leave year. However, in accordance with 5 U.S.C. 6304, if at the end of any leave year an employee has annual leave in excess of the normal permissible carryover because of one (or more) of the following reasons, such excess annual leave shall be restored to the employee

pursuant to the terms and conditions of applicable laws and regulations provided that use of the annual leave in question was requested and approved in writing before the start of the third biweekly pay period prior to the end of the leave year:

Annual leave shall be restored upon the request of the affected employee under the following conditions:

1. to correct an administrative error when the error causes the loss of annual leave otherwise accruable;
2. when the annual leave was scheduled in advance but its use was denied prior to the date of scheduled use by the service unit or infrastructure head because of requirements of the public business;
3. when the annual leave was scheduled in advance but because of sickness or injury it could not be used or rescheduled before the end of the leave year.

Section 6. Sick Leave

A. Sick leave will be granted to an employee when the employee:

- (1) receives medical, dental, or optical examination or treatment;
- (2) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) subject to the definitions and limits of this article and applicable laws and regulations,
 - (a) provides care for, or otherwise attends to a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or
 - (b) provides care for, or otherwise attends to, a family member with a serious health condition as defined in Section 1(C) of this article;
 - (c) makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (4) 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
- (5) 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. Sick leave may not be used by adoptive parents who voluntarily choose to be absent from work to bond with or provide well baby care for an adopted child.

B. Full-time employees may (unless otherwise provided for in Section 7(A) of this article):

- (1) use a total of 40 hours of sick leave per leave year, without regard to his or her sick leave balance, for family care purposes as defined in Sections (6)(A)(3)(a) and (c) of this article. Said sick leave may be advanced. A full-time employee may use up to an

additional 64 hours of sick leave per year for these purposes, so long as the use of such additional leave does not bring that employee's sick leave account below 80 hours. Such additional sick leave may not be advanced;

(2) use an additional amount of sick leave, up to a total of 480 hours during any given leave year to provide care for, or otherwise attend to, a family member with a serious health condition as defined in Section 1(C) of this article , so long as the use of such additional leave does not bring that employee's sick leave account below 80 hours. Such additional sick leave may not be advanced.

The combined total of sick leave used by a full-time employee for all family care purposes under this article cannot exceed a total of 480 hours during any given leave year.

C. Part-time employees may (unless otherwise provided for in Section 7(A) of this article):

(1) use sick leave equal to the average number of hours of work in the employee's weekly schedule tour of duty, without regard to his or her sick leave balance, for family care purposes as defined in Section 6(A)(a) and (c) of this article. Said sick leave may be advanced. A part-time employee may use additional sick leave for these purposes up to an amount equal to the number of hours normally accrued by that employee during a leave year so long as the use of such additional leave does not bring that employee's sick leave account below twice the average number of hours work in the employee's weekly scheduled tour of duty. Such additional sick leave may not be advanced;

(2) may use an additional amount of sick leave, up to a total amount of sick leave equal to 12 times the average number of hours in his or her weekly scheduled tour of duty to provide care for, or otherwise attend to, a family member with a serious health condition as defined in Section 1(C) of this article, so long as the use of such additional leave does not bring that employee's sick leave account below twice the average number of hours of work in the employee's weekly scheduled tour of duty. Such additional sick leave may not be advanced.

The combined total of sick leave used by a part-time employee for all family care purposes under this section cannot exceed a total amount of more than 12 times the average number of hours in his or her scheduled tour of duty each week during any given leave year.

D. Employees shall request approval for unscheduled sick leave from their supervisors by telephone or the most expeditious means possible within the first hour of the employees' normal workday, or, in organizational units under flextime, within one (1) hour of the beginning of core time. Employees having scheduled assignments shall request approval of leave one (1) hour before the scheduled assignment. Where for good and sufficient reasons the affected employees are unable to notify their supervisors of their inability to report for duty, the request for sick leave may be made by another person. Employees shall report to their supervisors the dates on which they anticipate being able to report for duty. If an employee is unable to anticipate the date of his/her return to duty or is unable to return on the date previously reported, the employee

may be required to call in to report continued sickness and incapacity for each day of absence. Requests for approval of sick leave must be made to the immediate supervisor or a management official who is authorized to approve leave.

E. When the need to use sick leave for family care purposes as defined in Sections (6)(A)(3) of this article is not foreseeable before the leave is to commence, the employee will give the Library notice of his/her intent to take sick leave for family care purposes as soon as practicable after the employee learns of the need for leave.

F. In emergency situations, notification is acceptable from another person until the employee is able to contact his/her supervisor. Leave may not be delayed or denied when the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his/her control, to provide notice.

G. Employees normally shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) workdays of continuous duration. In cases where the nature of the illness was such that an employee or family member did not need to see a medical practitioner, the employee's written statement concerning the illness may be accepted. A medical statement or the employee's written statement must be filed within five (5) workdays after returning to duty. A bona fide practitioner of the Christian Science religion, or a religion of similar persuasion, would not be required to meet the requirements of this section.

H. An employee who suffers, or whose family member suffers, from a recurring condition requiring occasional absences of longer than three (3) workdays shall provide a medical certificate attesting to the nature of the condition. Thereafter, the employee need submit only a personal statement in lieu of a medical certificate, providing that the Library determines that a medical certificate is not necessary.

I. In individual cases, if the Library believes that an employee may be using sick leave improperly, the employee shall first be advised orally of the problem. Thereafter, the Library may request a medical certificate for each subsequent absence on sick leave. If this is required, the employee will be advised in writing. Such cases requiring a medical certificate for each leave absence shall be subsequently reviewed for the purpose of determining whether such requirement can be eliminated. This review shall take place no later than the end of four (4) months from date of issue of the official written notice requiring a medical certificate. When it has been determined that the restriction is no longer necessary, all records pertaining to the matter (including the final notice) shall be removed in accordance with the time established in Article 12 (Personnel Records).

J. Questions concerning the authenticity or validity of a medical statement or the employee's written statement shall be referred to the Health Services Office for resolution. Where an inquiry into a questionable medical certificate is being conducted, prior notice of such inquiry shall be given to the employee involved.

K. When sickness occurs during annual leave, the period of illness may be charged as sick leave, subject to the provisions of this article and provided the employee submits a written request within five (5) work days after returning to duty to the immediate supervisor or a management official who is authorized to approve leave. In such cases, medical documentation must be submitted.

L. Employees who are released from duty because of illness on the advice of the Library's Health Services Office shall not be required to furnish a medical certificate to substantiate sick leave for the time released. An employee so released from duty will be charged sick leave beginning at the time of departure from the Library. Employees obtaining examination or treatment at the Library's Health Services Office shall be in duty status and will not be charged sick leave if they are returned to work during their tour of duty.

M. Employees injured in the performance of duty, and requiring examination or treatment by the health unit or a medical practitioner, will be excused without charge to leave for the remainder of that workday if unable to return to work that day.

N. For family care purposes, the twelve (12) month period for calculating sick leave shall be calculated on the leave year.

Section 7. Advanced Sick Leave

A. Permanent or indefinite employees may be granted sick leave in advance of its accrual, not to exceed thirty (30) days or 240 hours, when an employee is incapacitated due to a serious health condition, as defined in Section 1(C) of this article. Employees in time-limited appointments shall not be advanced sick leave in excess of the sick leave to be earned during the remaining period of their appointment. Employees with appointments of less than one year are not eligible for advanced sick leave. (See also Section (6)(B) and (6)(C)). Such advanced sick leave shall only be granted when there is an expectation that the employee will return to duty for a sufficient time to repay the advanced leave.

B. Sick leave may be advanced even though the employee has annual leave to his/her credit, with the understanding that the total advance may be charged to sick leave subsequently earned.

C. All requests for advanced sick leave must be applied for on the appropriate forms, supported by a medical certificate, if required, and must be recommended by the division chief and Health Services Office, and approved by the Director of Human Resources Services or designee. Such requests should be processed as quickly as possible by the employee, division chief, Health Services Office, and the Director of Human Resources Services in order to avoid inconvenience or hardships. Payments cannot be made until written approval has been received by the appropriate timekeeper.

D. Any medical documentation required must be signed by a health care provider, and must be sufficiently specific for the Health Services Office to make a reasonable decision concerning whether or not the employee was incapacitated to perform the duties of the position and/or was

receiving medical treatment. It must identify the dates of the incapacitation and/or treatment, and if appropriate provide an estimated date of full or partial recovery.

Section 8. Family and Medical Leave

Except as otherwise provided for in this Agreement, the provisions of LCR 2015-21 (Family and Medical Leave) are hereby incorporated into this Agreement. An employee may choose to take FMLA leave in combination with any other available leave.

For the purpose of granting leave pursuant to the Family Medical Leave Act of 1993 (FMLA), the term “family member” is defined as: a spouse (husband or wife pursuant to a marriage that is a legal union between one man and one woman, including common law marriage between one man and one woman in states where it is recognized), son or daughter (including adopted or foster children, stepchildren or a legal ward), or parent.

Section 9. Leave Without Pay.

A. The authorization of LWOP is a matter of administrative discretion based on considerations of workload demands and the interests of the Library. It may not be demanded as a right by a staff member nor may it be imposed as a penalty. The approval or denial of LWOP shall be granted without regard to the employee's unused leave credits. Requests for LWOP for less than thirty (30) workdays may be granted by division chiefs or officers of equivalent status.

B. Requests for extended LWOP (i.e., thirty (30) or more days) must be forwarded through established channels to Human Resources Services for approval. As a basic condition for approval of extended LWOP there must be reasonable expectation that the staff member will return to the Library at the end of the period. Justifiable causes for extended LWOP include, but are not limited to:

- (1) education or training, including self-directed study likely to result in increased competence;
- (2) temporary service with another public or private agency leading to increased job effectiveness or contributing to the public welfare;
- (3) temporary illness or incapacitation;
- (4) protection of an employee's status during any period:
 - (a) pending final action by OPM on a claim for disability retirement after all the employee's available paid leave has been exhausted;
 - (b) pending action by the Office of Workers' Compensation Programs of the Department of Labor on a claim resulting from work-related illness or injury; and for at least one year, while being compensated by the Office of Workers' Compensation Programs, with extension in increments of six months or one year when the Library's review of the case indicates the employee may be able to return to work within six months or a year. (If review of the case indicates the employee will not or cannot return to work, LWOP shall not be extended and the employee shall be separated.); or

(5) use of Family and Medical Leave pursuant to the provisions of this Agreement and LCR 2015-21 (Family and Medical Leave).

Section 10. Absence for Maternity Reasons

A. Maternity reasons are: the birth of a child, the termination of a pregnancy, the incapacitation or confinement related to pregnancy, or postnatal mother and/or infant care. The Library has the right to request medical certification from the affected employee to support leave requests made pursuant to this section.

B. Pregnancy is a condition which may require the employee to be absent from the job because of incapacitation. To the extent available, sick leave may be used to cover the time required for physical examination and to cover the period of incapacitation. An absence for pregnancy confinement is to be treated like any other medically-certified temporary disability.

C. Each request for maternity leave will be judged on its own merits and approved or denied in accordance with the employee's situation, consonant with the Library's operating needs. With respect to the birth of a child, as well as the care of such child, an employee may invoke her entitlement to use leave under the provisions of Section 6 of this article and LCR 2015-21 (Family and Medical Leave), with the understanding that the affected employee may request and may be granted such leave in the amounts and in the order she prefers. Specifically:

(1) Sick Leave: As applicable, a pregnant employee, or a new biological or adoptive mother, may use:

- sick leave for her own prenatal and postnatal medical appointments and any periods of incapacitation as a result of pregnancy and childbirth, as well as for any medical complications that may result;
- up to thirteen (13) days of sick leave each leave year for well baby appointments and to care for a newborn or newly adopted child during minor illnesses, i.e. general care of a family member;
- up to twelve (12) weeks of accrued or accumulated sick leave each leave year to care for a newborn child with a serious health condition, as defined in Section 1(C) of this article;
- accrued or accumulated sick leave for purposes relating to the adoption of a child as enumerated in Section 12 of this article.

Sick leave may not be used beyond the date the staff member is incapacitated due to pregnancy, childbirth, or any medical complications that may result, nor can it be used to care voluntarily for a healthy newborn. If the employee has previously used any portion of the thirteen (13) day entitlement for general family member care and bereavement purposes, that amount must be subtracted from the twelve (12) week entitlement to care for another family member with a serious health condition within that same leave year.

(2) FMLA Leave: In addition to sick leave, a pregnant employee, or a new biological or adoptive mother, is also entitled to use up to twelve (12) weeks of leave without pay in any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA).

To be eligible for the entitlement under FMLA, an individual must be employed by the Federal Government on a permanent or indefinite appointment of more than one year, with a minimum of twelve (12) months of creditable federal service completed by the date on which any FMLA leave is to commence. Employees on intermittent or temporary appointments of one year or less are not eligible for this entitlement.

The following maternity reasons are applicable:

- for her own prenatal and postnatal medical appointments and any periods of incapacitation as a result of pregnancy and childbirth, as well as for any medical complications that may result;
- to care voluntarily for a healthy newborn or adopted child;
- to care for a child with a serious health condition, as defined in Section 1(C) of this article;
- for purposes relating to the adoption of a child as enumerated in Section 12 of this article.

A pregnant employee, or a new biological or adoptive mother, may elect to substitute paid leave, e.g., sick leave and approved advanced sick leave, accrued, accumulated, and approved advanced annual leave, and transferred or donated annual leave, for the unpaid FMLA leave, but only to the extent that the use of such paid leave is permitted under current law and regulations.

For example, a new biological or adoptive mother who invokes FMLA to care voluntarily for a healthy newborn or adopted child, may only substitute annual leave for the leave without pay, sick leave may not be used beyond the date the staff member is incapacitated due to pregnancy and childbirth or any medical complications that may result; nor can it be used to care voluntarily for a healthy newborn.

FMLA leave must be used within one (1) year following the date of birth or placement of the child.

D. Where foreseeable, the employee should make known her intent to request leave for pregnancy/maternity purposes indicating the type(s) of leave, approximate dates, and anticipated duration at least thirty (30) calendar days in advance to allow her supervisor time to prepare for any necessary staffing adjustments.

E. No arbitrary date requiring a pregnant employee to cease work or preventing her from returning to work after childbirth will be established. Normally these decisions will be the employee's upon consultation with her physician. In appropriate cases, the Library may request

the affected employee to provide medical certification to support her decision.

F. The Library's overall objective is to maximize the use of the skills and training of a pregnant employee up to the point where she becomes physically incapable of executing the duties and responsibilities of her job. Therefore, when a pregnant employee, after consultation with her physician, requests a modification of her job duties, or a temporary assignment to other available work for which she is qualified, the Library shall make a reasonable, good faith effort to accommodate her. The Library shall have the right to request medical certification from the affected employee to support her request.

Section 11. Absence for Paternity Reasons

A. The Library has the right to request medical certification from the affected employee to support leave requests made pursuant to this section.

B. With respect to the birth or adoptive placement of a child, as well as the care of such child, or the care of the new mother; a new father may invoke his entitlement to use leave under the provisions of Section 6 of this article and LCR 2015-21 (Family and Medical Leave) with the understanding that the affected employee may request and may be granted such leave in the amounts and in the order he prefers. Specifically:

(1) Sick Leave: As applicable, a new biological or adoptive father may use:

- accrued or accumulated sick leave to care for the biological mother for any period (up to a maximum of twelve (12) weeks) during which she is incapacitated as a result of pregnancy and childbirth. This includes prenatal and postnatal doctor's examinations, hospitalization, and recovery from childbirth, and any medical complications that may result;
- up to thirteen (13) days of sick leave each leave year for well-baby appointments and to care for the newborn or newly adopted child during minor illnesses, i.e. general care of a family member;
- up to twelve (12) weeks of accrued or accumulated sick leave each leave year to care for a newborn child with a serious health condition, as defined in Section 1(C) of this article;
- accrued or accumulated sick leave for purposes relating to the adoption of a child as enumerated in Section 12 of this article.

Sick leave may not be used to care voluntarily for a healthy newborn. For each leave year, if the employee has previously used any portion of the thirteen (13) day entitlement for general family member care and bereavement purposes, that amount must be subtracted from the twelve (12) week entitlement to care for another family member with a serious health condition within that same leave year.

(2) FMLA Leave: In addition to sick leave, a new biological or adoptive father, is also

entitled to use up to twelve (12) weeks of leave without pay in any twelve (12) month period under the Family and Medical Leave Act of 1993 (FMLA).

To be eligible for the entitlement under FMLA, an individual must be employed by the Federal Government on a permanent or indefinite appointment of more than one year, with a minimum of twelve (12) months of creditable federal service completed by the date on which any FMLA leave is to commence. Employees on intermittent or temporary appointments of one year or less are not eligible for this entitlement.

The following paternity reasons are applicable:

- to care for his spouse while she is incapacitated as a result of pregnancy and childbirth. This includes prenatal and postnatal doctor’s examinations, hospitalization, and recovery from childbirth, and any medical complications that may result;
- to care voluntarily for his healthy newborn or adopted child;
- to care for a child with a serious health condition, as defined in Section 1(C) of this article;
- for purposes relating to the adoption of a child as enumerated in Section 12 of this article.

A new biological or adoptive father may elect to substitute paid leave, e.g., sick leave and approved advanced sick leave, accrued, accumulated, and approved advanced annual leave, and transferred or donated annual leave, for the unpaid FMLA leave, but only to the extent that the use of such paid leave is permitted under current law and regulations.

For example, a new biological or adoptive father who invokes FMLA to care voluntarily for a healthy newborn or adopted child, may only substitute annual leave for the leave without pay, sick leave may not be used to care voluntarily for a healthy newborn, i.e. well-baby care.

FMLA leave must be used within one (1) year following the date of birth or placement of the child.

Section 12. Absence for Adoption Reasons

An employee may use sick leave for purposes related to the adoption of a child.

Examples may include, but are not limited to: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and, any other activities necessary to allow the adoption to proceed.

Adoptive parents who voluntarily choose to be absent from work to bond with or care for an adopted child may not use sick leave for this purpose. Parents may use annual leave or leave without pay. Additionally, parents may use annual leave or leave without pay for any of the above purposes. The Library may request administratively acceptable evidence for absences related to adoption.

The employee may request and may be granted the leave in the amounts and in the order he/she prefers, in accordance with the provisions of this article and LCR 2015-21 (Family and Medical Leave).

Section 13. Tardiness

Employees are expected to report for work on time and to be present for duty at times assigned to do work. Reasons for tardiness shall be reported promptly to the designated official. Except for employees who are on flextime schedule, infrequent tardiness of less than one (1) hour may be excused by the designated official. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or AWOL as determined by the supervisor. Where this decision is made and the period of tardiness is less than one (1) hour, the employee will not be required to work the additional period covered by the leave charge. Tardiness on separate days shall not be combined to result in charges to leave. No employee shall be charged with AWOL for tardiness up to one (1) hour without prior counseling.

Section 14. Emergency Conditions

Excused absence for emergency conditions will be granted in accordance with applicable laws and regulations.

Section 15. Excused Absence for Attendance at Professional Meetings

The Library recognizes that to assist in achieving the full development of employees in the bargaining unit, attendance at professional meetings may be necessary. Bargaining unit employees may, therefore, be granted excused absence to attend such meetings, provided that the Library determines that the employee's attendance is in its interest, and that the work of the Library will allow such absence.

Section 16. Court Leave

Court leave shall be granted in accordance with the Library's applicable rules and regulations.

Section 17. Voting Leave

Excused absence will be granted employees for the purpose of voting and/or registering to vote in accordance with the Library's applicable rules and regulations.

Section 18. Military Leave

Military leave shall be granted in accordance with applicable laws and Library regulations.

ARTICLE 25. VOLUNTARY LEAVE BANK PILOT PROGRAM

Section 1. The Library and the Guild agree to the establishment of a Voluntary Leave Bank Pilot Program. Under this Pilot Program, the unused accrued annual leave of a bargaining unit employee may be contributed to a leave bank for use by a leave bank member who needs such leave because of a medical emergency. The pilot shall be one year in duration unless extended by mutual agreement of the parties.

Section 2. For the purposes of this article the following definitions shall apply:

A. "Employee" means a bargaining unit employee represented by the Guild;

B. "Family member" means a person related to the employee as follows: spouse, parents of the spouse, children and their spouses, parents, brothers, sisters, and their spouses, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship;

C. "Leave bank" means a pooled fund of annual leave established by the Library;

D. "Leave bank member" means a leave contributor who has contributed in an enrollment period (or individual enrollment period, as applicable) of the current leave year, at least the minimum amount of annual leave as provided for in Section 6E of this article;

E. "Leave contributor" means an employee who contributes annual leave to the Voluntary Leave Bank Pilot Program;

F. "Leave recipient" means a leave bank member whose application to receive contributions of annual leave from the leave bank has been approved;

G. "Medical emergency" means a medical condition of an employee or a family member of an employee that is likely to require an employee's absence from duty for a prolonged period of time of at least twenty-four (24) hours (or, in the case of part-time employees, at least thirty percent of the average number of hours in the employee's biweekly scheduled tour of duty) and likely to result in a substantial loss of income to the employee because of the unavailability of paid leave.

Section 3. Within one month of the signing of this Agreement, the Library shall establish a Leave Bank Board for the pilot, consisting of three (3) members. One of the Board members shall be appointed by the Guild. As provided for in Section 4 below, the Board shall meet and make recommendations to the

Library concerning the policies and procedures for the administration of a Voluntary Leave Bank Pilot Program. Within six (6) months of the signing of this Agreement, the Library shall, in accordance with the provisions of this article and the recommendations of the Board, implement a one-year Voluntary Leave Bank Pilot Program.

Section 4. During the Pilot Program, the responsibilities of the Leave Bank Board shall be to:

- A. establish its internal decision-making procedures and prepare needed forms;
- B. review and approve or disapprove each application to become a leave contributor and a leave recipient under the provisions of this article;
- C. monitor the status of each leave recipient's medical emergency with the advice of the Health Services Office;
- D. monitor the amount of leave in the leave bank and the number of applications to become a leave recipient;
- E. maintain an adequate amount of annual leave in the leave bank to the greatest extent practicable in accordance with Section 6 below;
- F. perform other functions prescribed in this article.

Section 5. The Guild shall be provided with copies of all written policies and procedures as developed by the Library for establishing and administering the pilot.

Section 6. Application to Become a Leave Contributor and Leave Bank Member

- A. An employee will make a written application to the Board to become a leave contributor. The application shall specify the number of hours of annual leave to be contributed and any other information the Board may reasonably require.
- B. A leave contributor shall become a leave bank member for a particular leave year if he or she submits an application meeting the requirements of this section during an enrollment period established by the Board under Sections 6C of this article (or where applicable, during an individual enrollment period as provided for in Section 6D).
- C. The Board shall establish at least one enrollment period for each leave year of leave bank operation. An enrollment period shall last at least thirty (30) calendar days. No less than one month before the beginning of each enrollment period, the Library shall take appropriate action to inform employees of each enrollment period.

D. An employee entering the Library or returning from an extended absence outside an enrollment period may become a leave bank member for the leave year by submitting an application meeting the requirements of this section during an individual enrollment period lasting at least thirty (30) calendar days beginning on the date the employee entered or returned to the Library.

E. Except as provided for in Section 6F below, the minimum contribution required to become a leave bank member for a leave year: (1) shall be four (4) hours of annual leave for an employee who has less than three years of service at the time he or she submits an application to contribute annual leave; (2) shall be six (6) hours of annual leave for an employee who has at least three, but less than fifteen years of service at the time he or she submits an application to contribute annual leave; and (3) shall be eight (8) hours of annual leave for an employee who has fifteen (15) or more years of service at the time he or she submits an application to contribute annual leave.

F. The Board may: (1) decrease the minimum contribution required by Section 6E for the following leave year whenever it determines that there is a surplus of leave in the bank; (2) increase the minimum contribution required by Section 6E of this article for the following leave year whenever it determines that such action is necessary to maintain an adequate balance of annual leave in the leave bank.

G. If a leave recipient does not have sufficient available accrued annual leave to his or her credit to make the full minimum contribution required by this section, he or she shall be deemed to have made the minimum contribution.

H. The Board shall deposit all contributions of annual leave under this provision in the leave bank.

I. A leave bank member may apply to contribute additional annual leave at any time. An employee who is not a leave bank member may apply to become a leave contributor at any time.

Section 7. Limitations on Contribution of Annual Leave

A. In any one leave year, a leave contributor may contribute no more than a total of one-half of the amount of annual leave he or she would be entitled to accrue during the leave year in which the contribution is made.

B. In the case of a leave contributor who is projected to have annual leave in excess of 240 hours, except as otherwise provided for by 5 USC 6304(a), that would be subject to forfeiture at the end of the leave year, the maximum amount of annual leave that may be contributed during the leave year shall be the lesser of: (1) one-half of the amount of annual leave he or she would be entitled to accrue during the leave year in which the contribution is made; or (2) the number of hours remaining in the leave year (as of the date of the contribution) for which the leave contributor is scheduled to work and receive pay.

C. The Library shall establish written criteria permitting the Board to waive the limitations on contributing annual leave under Sections 7A and 7B of this provision. Any such waiver shall be documented in writing.

Section 8. Application to Become a Leave Recipient

A. A leave bank member will make written application to the Board to become a leave recipient. If a leave bank member is not capable of making application on his or her own behalf, a personal representative may make written application on his or her behalf.

B. The Board may require leave bank members to submit applications under this provision within a prescribed period of time following the termination of a medical emergency.

C. An application by a leave bank member to become a leave recipient shall be accompanied by the following information concerning the potential leave recipient: (1) the leave bank member's name, position title, and grade or pay level; (2) the reasons leave is needed, including a brief description of the nature, severity, anticipated duration, and if it is a recurring one, the approximate frequency of the medical emergency affecting the leave bank member; (3) certification from one or more physicians, or other appropriate experts, with respect to the medical emergency, if the Board so requires; and (4) any additional information that may be required by the Board.

D. If the Board requires a leave bank member to submit certification from two or more sources under this provision, the Library shall ensure, either by direct payment to the expert involved or by reimbursement, that the leave bank member is not required to pay for the expenses associated with obtaining certification from more than one source.

E. Pursuant to Article 12 (Personnel Records), Article 30 (Health Services), and Article 31 (Employee Assistance Program) of this Agreement, all applications to the Board shall be treated as confidential.

Section 9. Approval of Application to Become a Leave Recipient

A. The Board shall review an employee's application to become a leave recipient for the purpose of determining whether the employee is a leave bank member who is or has been affected by a medical emergency.

B. Before approving an application to become a leave recipient, the Board shall determine that the absence from duty without available paid leave because of the medical emergency is (or is expected to be) at least twenty-four (24) hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, at least thirty (30) percent of the average number of hours in the employee's biweekly scheduled tour of duty).

C. In making a determination as to whether a medical emergency is likely to result in a substantial loss of income, the Board shall not consider factors other than whether the absence from duty

without available paid leave is (or is expected to be) at least twenty-four (24) hours (or, in the case of a part-time employee or an employee with an uncommon tour of duty, at least thirty (30) percent of the average number of hours in the employee's biweekly scheduled tour of duty).

D. The Board shall provide timely written notification to the applicant of the action taken on the application. If the Board disapproves the application, notification shall include the reasons for disapproval. For the duration of the pilot, neither the Board's decision whether to accept an application to receive leave from the Bank, nor the amount of leave granted shall be grievable. During the pilot, applicants may seek reconsideration, once, in writing, by the Board with or without submission of additional information or arguments. The Board will institute procedures for reconsideration and applicants who are denied leave in part or whole will be advised of the procedure.

E. The Board may establish written policies limiting the amount of annual leave that may be granted to a leave recipient.

Section 10. Accrual of Annual and Sick Leave

A. Except as otherwise provided in this provision, while an employee is in a shared leave status, annual and sick leave shall accrue to the credit of the employee at the same rate as if the employee were then in a paid leave status under Article 24 (Leave) of this Agreement, and applicable LCRs, except that: (1) the maximum amount of annual or sick leave that may be accrued by a leave recipient while in a shared leave status in connection with any particular medical emergency may not exceed forty (40) hours, or (2) in the case of a part-time employee or an employee with an uncommon tour of duty, the number of hours in the employee's weekly scheduled tour of duty.

B. Any annual or sick leave accrued by an employee under the Voluntary Leave Bank Pilot Program shall be credited to a separate annual or sick leave account, as appropriate and shall not become available for use by the employee until it is transferred to the appropriate leave account of the employee.

C. Such leave shall become available for use: (1) as of the beginning of the first pay period beginning on or after the date on which the employee's medical emergency terminates pursuant to the provisions of this article; or (2) if the employee's medical emergency has not yet terminated, once the employee has exhausted all leave made available to such employee under the provisions of this article.

D. If at the beginning of the employee's leave year, the Library advances the employee the amount of leave he or she would normally accrue during the entire leave year: (1) the Library shall establish procedures to ensure that forty (40) hours, or, in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours in the employee's weekly scheduled tour of duty, of annual leave are placed in a separate annual leave account and made available for use by the employee; and (2) the employee shall continue to accrue annual leave while using annual leave withdrawn from a leave bank to the extent necessary for the purpose of

reducing an indebtedness caused by the use of annual leave advanced at the beginning of the leave year.

E. If the leave recipient's medical emergency terminates as described in Section 12 of this article, no leave shall be credited to the employee under this section.

Section 11. Use of Annual Leave Withdrawn from a Leave Bank

A. A leave recipient may use annual leave withdrawn from a leave bank only for the purpose of medical emergency for which the leave recipient was approved.

B. Except as provided for in Section 10 above, during each biweekly pay period that a leave recipient is affected by a medical emergency, he or she shall use any accrued annual leave (and sick leave, if applicable) before using annual leave withdrawn from a leave bank.

C. The approval and use of annual leave withdrawn from a leave bank shall be subject to the provisions of Article 24 (Leave) of this Agreement, and applicable LCRs, except that annual leave withdrawn from a leave bank may accumulate without regard to the maximum accumulation imposed by 5 USC 6304(a).

D. Annual leave withdrawn from the leave bank may be substituted retroactively for any period of leave without pay or used to liquidate an indebtedness for any period of advanced leave that began on or after the date fixed by the Board as the beginning of the medical emergency.

E. Annual leave withdrawn from a leave bank may not be: (1) included in a lump-sum payment; or (2) made available for re-credit under 5 USC 6306 upon re-employment by a Federal agency.

Section 12. Termination of Medical Emergency

A. The medical emergency affecting a leave recipient shall terminate: (1) when the leave recipient's Federal service terminates; (2) when the leave recipient leaves the Library, if the Board so determines; (3) at the end of the biweekly pay period in which the Board receives written notice from the leave recipient or from his or her personal representative that the leave recipient is no longer affected by a medical emergency; (4) at the end of the biweekly pay period in which the Board determines that the leave recipient is no longer affected by a medical emergency; or (5) at the end of the biweekly pay period in which the agency receives notice that the Office of Personnel Management has approved an application for disability retirement for the leave recipient under the Civil Service Retirement System or the Federal Employees Retirement System. For the duration of the pilot, the Board's decision that a recipient's medical emergency has terminated shall not be grievable. During the pilot, applicants may seek reconsideration, once, in writing by the Board with or without submission of additional information or arguments. The Board will institute procedures for reconsideration and applicants who are denied leave in part or whole will be advised of the procedure.

B. The Board shall ensure that annual leave withdrawn from the leave bank and not used before the termination of a leave recipient's medical emergency shall be returned to the leave bank.

C. The Board may deem a medical emergency to continue for the purpose of providing a leave recipient an adequate period of time within which to receive contributions of annual leave.

D. If a leave recipient elects to buy back annual leave as a result of a claim for an employment - related injury approved by the Office of Workers' Compensation Programs under 20 CFR 10.202 and 10.310, the amount of annual leave withdrawn from the leave bank that is bought back by the leave recipient shall be restored to the leave bank.

Section 13. Prohibition of Coercion

A. An employee may not directly or indirectly intimidate, threaten, or coerce, or attempt to intimidate, threaten, or coerce, any other employee for the purpose of interfering with any right such employee may have with respect to contributing, withdrawing, or using annual leave under this article.

B. For the purpose of this article, "intimidate, threaten, or coerce" includes promising to confer, or conferring, any benefit (such as an appointment or promotion or compensation), or effecting or threatening to effect any reprisal (such as deprivation of appointment, promotion, or compensation).

Section 14. Records and Reports

A. The Library shall maintain records concerning the administration of the Voluntary Leave Bank Pilot Program that the Board will have determined useful in the evaluation of the pilot.

B. The Library shall maintain the following information for the Pilot: (1) the number of leave bank members for each leave year; (2) the number of applications approved for medical emergencies affecting the employee and the number of applications approved for medical emergencies affecting an employee's family member; (3) the number of reconsiderations requested by employees; (4) the grade or pay level of each leave contributor and the total amount of annual leave he or she contributed to the bank; and (5) the grade or pay level and gender of each leave recipient and the total amount of annual leave he or she actually used.

C. Such records shall be kept confidential in accordance with Article 12 (Personnel Records), Article 30 (Health Services), and Article 31 (Employee Assistance Program) of this Agreement.

D. Pursuant to 5 USC 7114, copies of such records as are stipulated in Section 14B of this article shall be supplied to the Guild when requested.

Section 15. Participation in Voluntary Leave Transfer and Leave Bank Programs

A. An employee may participate in both the Voluntary Leave Bank Pilot Program and the Voluntary Leave Transfer Program.

B. Except as provided for below, any annual leave previously transferred to an employee under the Voluntary Leave Transfer Program shall remain to the credit of the employee who later

becomes a leave recipient in the Voluntary Leave Bank Pilot Program.

C. The Library, in consultation with the Board, shall establish policies or procedures governing the use of donated or transferred leave for any leave recipient who receives leave under both the Voluntary Leave Transfer Program and the Voluntary Leave Bank Pilot Program for the same medical emergency.

D. Upon termination of a leave recipient's medical emergency, any annual leave previously transferred under the Voluntary Leave Transfer Program and remaining to the credit of a leave recipient shall be restored under the provisions of that program.

Section 16.

A. In the event that the Voluntary Leave Bank Pilot Program is expanded to cover employees outside of the Guild's bargaining unit, the provisions of this article may be reopened by mutual consent of the Parties.

B. The Board shall evaluate the effectiveness of the pilot and make recommendations concerning its implementation as a program no less than thirty (30) days before the conclusion of the pilot. The final evaluation will be completed within sixty (60) days of conclusion of the pilot. Should the Library determine that a permanent Voluntary Leave Bank Program be implemented, it will meet, discuss and bargain with the Guild pursuant to Article 8 (Midterm Bargaining) of this Agreement.

ARTICLE 26. TIME-OFF AWARDS

Section 1. Purpose

The Parties agree to the following procedure for providing bargaining unit members with time off from duty as an incentive award, as authorized by the Federal Employees Pay Comparability Act (FEPCA), Public Law 101-509.

Section 2. Policy

Time-off awards represent an option available to managers for recognizing excellence in employee performance and service. A maximum of two (2) separate time-off awards may be given to any staff member in one (1) leave year. They are not intended to replace other awards. As with other incentive awards, the Library will give due weight to time-off awards when rating and ranking employees for promotion.

Section 3. Criteria

Time-off awards should be granted in a manner proportionate to the value of the contribution being recognized. An equivalency between time-off awards and cash should be generally avoided.

A contribution by a staff member to a product, activity, program, or service to the public, or a beneficial change or modification of operating principles or procedures, which is of sufficient value to merit formal recognition may be awarded by giving the staff member time off from work.

Section 4. Granting Awards

A. Immediate supervisors, upon consultation with division management, may provide immediate recognition for a job well done or an idea that benefits the Library by granting time-off awards without further review for periods not to exceed one (1) workday.

B. For periods of more than one (1) workday, the decision to grant a time-off award and the amount of such award must be reviewed and approved by the service unit head. The justification for the award shall be forwarded by the supervisor to the service unit in a memorandum.

C. In exceptional cases, an employee may be granted up to forty (40) hours of time off from duty as an incentive award for a single contribution. The total amount of time off an employee may be granted during any one (1) leave year is eighty (80) hours.

D. Part-time employees may be granted time-off awards. In determining the total amount of hours that such employees may be granted, the Library will pro-rate the award, based on the average number of hours of work in the employee's biweekly scheduled tour of duty over a period of one (1) year.

Section 5. Scheduling and Use of Awards

A. In granting a time-off award, the Library will permit the employee to schedule its use consistent with workload and productivity considerations. Time-off awards will be scheduled and used so as not to adversely affect an employee who is in an annual leave "use or lose" situation. To facilitate the scheduling and use of time-off awards, time and attendance reports to employees will be annotated to reflect the earning and use of such awards.

B. Should an employee become physically incapacitated during the period of a time-off award, the Library may grant sick leave for the period of incapacitation.

C. A time-off award must be used within one (1) year from the date granted. If the total amount of a time-off award is not used within one (1) year after its approval, any unused time-off is forfeited and may not be restored.

Section 6. Relationship to Leave and Other Employee Benefits

A. Time-off awards may not be converted to a cash payment under any circumstances. Time-off awards cannot be transferred when an employee transfers from the Library to another Federal agency, nor can time-off award balances be transferred to approved leave recipients under the Library's leave transfer program.

B. For purposes of health insurance (Federal Employees Health Benefits Program), life insurance (Federal Employees Group Life Insurance Program), and injury compensation, the same rules apply as with any other paid time off.

Section 7. The Library agrees to consult and bargain pursuant to the law before suspending awards because of budgetary constraints.

Section 8. During the term of this Agreement, if the Library determines to issue other regulations concerning time-off awards, this article does not preclude the Guild from bargaining over these new regulations, or staying with this contract article.

ARTICLE 27. PROFESSIONAL DEVELOPMENT AND TRAINING

The Parties agree to support and encourage professional employees in developing their knowledge, skills, and abilities, and in contributing to the more effective utilization of available human and material resources in service to the Library of Congress and the nation's library and information community. The provisions of this article are intended to create and foster a work environment conducive to the professional development of bargaining unit employees.

Section 1. Cooperation

A. The Parties agree to establish a joint advisory Professional Policies and Development Committee comprising three (3) members from the Guild and three (3) members from management. The Committee shall meet monthly at a mutually agreeable time and place to give consideration to and make recommendations concerning the following:

1. current and future career development and training programs, policies, and procedures; and
2. effective implementation of the provisions of this article.

B. The Parties to this Agreement will participate actively in the Committee, making full use of available resources to accomplish its chosen tasks in a deliberate yet timely manner. Committee recommendations shall be submitted to the Library. The Committee shall be informed within a reasonable period of time of the status and disposition of Committee recommendations.

C. Members of the Committee shall be afforded time off from regular duties, not to exceed forty (40) hours annually, without loss of pay or charge to leave, for the purpose of performing the work of the Committee.

Section 2. The Library recognizes its obligation to offer to employees the opportunity for appropriate training, career planning, and development opportunities. Such opportunities shall be given consistent with affirmative action and other broad staff development goals, and will be founded upon compliance with and subject to the following:

- a. the Government Employee Training Act and regulations issued pursuant thereto;
- b. the Equal Employment Opportunity Act, as amended;
- c. the LC Affirmative Action Plan;
- d. the LCR 2017 series;
- e. available LC resources allocated for training purposes; and
- f. the Library's determination of organizational needs.

A. The Library will maintain a record of completed training courses or career development activities in the format adopted as the Official Personnel File (OPF). A record of each satisfactorily completed internal training course or career development activity will be filed in or entered into the employee's OPF. Such record from an external source shall be added upon the employee's request.

B. The Parties accept the principle that each employee is responsible for applying effort, time, and initiative in increasing his/her potential through self-development and training. The Parties will encourage employees to take advantage of training and educational opportunities that enhance work efficiency and provide needed skills for advancement.

Section 3. Training

"Training" is defined as activity undertaken to increase the knowledge, proficiency, ability, skill, and qualifications of employees in the performance of duties in their current position.

A. It shall be a major goal to improve in general the job performance of all professional employees through the establishment of fair and equitable opportunities for training within clearly defined career fields (e.g., librarians, archivists, computer specialists).

B. The following approaches to employee training will be utilized when determined by the Library to be in its and the employee's best interest:

1. in-service, out-service, or on-the-job training to improve employee capabilities to perform his/her current duties;
2. cross training and rotational assignments in complementary positions;
3. enrollment of employees in part-time educational programs at local educational institutions and/or in correspondence courses; and
4. long-term training in Federal and non-Federal educational institutions.

C. Supervisors shall discuss with employees training needs and opportunities that would help the employee to improve performance in his/her current position, normally at the time of the performance evaluation.

D. Employees shall receive a degree of training and/or orientation determined appropriate by the Library for any job in which they are placed.

E. Job-related training shall be provided as equitably as possible among employees of an organizational unit who require such training.

Section 4. Career Development

A. "Career Development" is defined as activity undertaken to increase the knowledge, proficiency, ability, skill, and qualifications of employees in the performance of those duties which they could reasonably be expected to perform in the future. These include potential duties in a different job

or occupation at the same or higher level than the one currently held. The tasks of the Professional Policies and Development Committee (PPDC) shall include the following possible career development program initiatives:

1. improve employee access to information concerning detail opportunities by publicizing an ongoing list of professional detail opportunities, of both traditional and longer-term duration, in order to better utilize employee skills in accomplishing the mission and goals of the Library and by promoting cross-departmental and cross-divisional mobility;
2. developing, in cooperation with managers in the service units, innovative positions embodying duties from two (2) or more traditional positions, in order to experiment with new work flows and divisions of labor, and to provide staff with more flexibility in duties performed;
3. publicizing staff exchange opportunities, including temporary job exchanges and
4. providing career counseling to groups of employees interested in broadening their professional experience and developing their knowledge, skills, and abilities.

interagency

B. The Committee will work with appropriate experts to develop a survey form for voluntary reporting of staff skills, knowledge, and abilities to produce an automated skills inventory. The Committee will develop guidelines for use of the skills database that will ensure appropriate access and confidentiality.

C. Employees shall be given reasonable opportunity and reasonable official time necessary to discuss their career development with their supervisors and the Training and Development Office staff.

D. Both Parties recognize that an employee may become dissatisfied with his/her job because of limited advancement possibilities or changing career goals. In such cases the Library agrees that:

1. an employee may request a meeting with the appropriate Library representative on official time for the purpose of career counseling; and
2. an employee's request for a lateral transfer to a different job or a transfer to a lower-grade job shall not be considered a factor in any personnel action concerning that employee.

E. The Library agrees to play an active role in nominating members of the bargaining unit for various specialized career development programs, such as those sponsored by the Council on Library Resources, Association of College and Research Libraries, and the U.S. Department of Agriculture (USDA).

F. When an institution of higher learning requires verification of on-the-job experience, the Library shall provide verification of said experience to the institution upon the employee's request. Section 5. The Library will provide appropriate information accessible to all bargaining unit members.

A. The Library agrees to publicize new information on training activities, including upward

mobility and self-development opportunities. At the division level, the Library will inform staff at least annually of the projected availability of training funds. The Library will take into consideration comments and suggestions from staff regarding these funds.

B. The Library will issue guidelines on processing the SF 182 (Request, Authorization, Agreement, and Certification of Training) or its successor to inform supervisors and employees of the procedures for requesting and recommending training.

C. Copies of training announcements will be sent to service unit offices and the Guild as they become available and will be displayed. Special program announcements will be sent to service units and the Guild. The Library will make USDA announcements available to employees.

Section 6. Employees shall normally receive written notice of selection for training or educational opportunity for which they applied or were nominated within fifteen (15) days of the date of receipt of the request for training by the Training and Development Office. In case of non-selection, the employee may request and receive an explanation for the denial.

Section 7. The Library shall make payment for all allowable and authorized expenses in connection with approved training requests.

Section 8. An employee will be granted official time away from the work-site to participate in Library approved training courses or programs, when appropriate.

Section 9. Each employee may request to participate in non-mandatory training. When such non-mandatory training is authorized, the employee shall minimize whenever possible the use of official time for such training in order to reduce the burden on Library resources.

If participation in training is required, supervisors may adjust the employee's flexible work schedules to accommodate such required training when they determine it to be in the best interests of the Library. In such cases a reasonable effort will be made to take the individual employee's personal scheduling of the workday into consideration.

Section 10. New Processes and Training

A. The Library agrees to notify the Guild as soon as practicable of proposed installation of any new equipment, machinery, or process which would result in changes in work assignments or require additional training of members of the bargaining unit. The Parties will meet, consult, and bargain over the impact and implementation of changes in conditions of employment not covered by this Agreement.

B. The Parties agree, upon request by either Party, to meet and discuss, in good faith, the possibility of instituting programs to train or retrain employees in new skills so as to assure an adequate supply of available employees trained in these new skills. Written requests for such a meeting shall identify the purpose thereof.

C. In order to effect a smoother transition to automated processes, the Library will meet with the Guild and consult in good faith over the establishment of training courses or on-the-job training to enable affected employees effectively to perform their job duties as well as provide for requisite staff development.

D. The Library agrees to make every reasonable effort to minimize Reductions-In-Force (RIFs) as the result of the introduction of new equipment and new processes.

Section 11. Library Intern Program

A. The Library shall provide for Guild representation on a committee established to restructure or evaluate the Intern Program.

B. All qualified bargaining unit employees up to and including the GS-12 level shall be afforded the opportunity to apply for and participate in any such program. Such employees shall be able to apply directly to Human Resources Services without waiting for nomination from their division chiefs.

C. Internal applicants with more than five (5) years of service at the Library shall be evaluated primarily on their work records at the Library. Experience may also be substituted for education to meet the eligibility requirements.

Section 12. The Parties recognize that professionals must keep abreast of their field by reading professional literature and maintaining familiarity with changing technology and resources available in the field; and that professionals must, of necessity, accomplish a substantial amount of this professional development work on their own time. With supervisory approval, employees may be given a reasonable amount of official time for accessing the Internet and/or professional reading that serve the mission of the Library. Subject to the availability of funds, the Library will make professional journals and technical publications, Internet capable facilities, and Internet training and resource material available at the division level to members of the bargaining unit.

Section 13. Participation in Professional Organizations

A. The Library recognizes that membership and participation in professional associations and attendance and participation in conferences, seminars, workshops, etc. both inside and outside the Library for purposes of professional development are voluntary and may be positive factors in the nurturing of the individual's career and professional self-development. The Parties also recognize that such membership and participation can make the individual a better employee of the Library, and that the Library is entitled to assign employees to attend conferences, seminars, workshops, etc. in connection with work.

B. Employees who are denied funding to attend meetings of professional organizations or participate in other job-related conferences, seminars, workshops, etc., and employees who have not requested such funding may request excused absence (EA) to attend such meetings. Employees may also request EA for attendance at conferences, seminars, and meetings outside

the Library. If attendance will serve the best interest of the Library, including instances in which such attendance will contribute to improved performance or professional competence, the employee may be granted EA, subject to operational and workload requirements. If not all requests can be granted, preference will be given to those requests which best serve the mission and goals of the Library as determined by the Library. The Library shall make every reasonable effort to make decisions regarding EA in a timely manner to accommodate any necessary planning adjustments.

C. The Library recognizes the right of professional employees to serve on any professional association committees, task forces, etc., without Library authorization, provided the employee clearly represents his/her own views and not those of the Library unless authorized to represent the Library.

Section 14. Travel at the expense of the Library may be authorized only when it is necessary in connection with the performance of functions that have a relationship to the Library's programs, when funds are available, and when it is requested and approved in advance.

A. Employees who are required to travel in or for the performance of their official duties shall be considered absent in duty status (ADS) when in the Washington Metropolitan area and absent in duty status travel (DST) when outside that area. The Library shall authorize travel funds for employees upon appropriate submission of an approved travel request and authorization (LW 28/55), subject to the availability of funds.

B. Employees who wish to attend meetings of professional associations may request that financial support be provided. If the Library determines that an employee's attendance is sufficiently in the best interest of the Library, such support may be provided, subject to availability of funds, and the employee shall be considered ADS or DST.

Section 15. The Library's policy shall be to actively encourage and solicit employee contributions to Library publications. The Library shall give credit to employees and groups of employees who make significant contributions to its publications. Workload permitting, and provided the Publishing Office or other appropriate office has agreed to consider an employee's contribution, the employee may be authorized to use a reasonable amount of official time to prepare articles for publication by the Library.

Section 16. In order to promote the free exchange of ideas and information on new developments in various fields, the Guild and the Library agree to sponsor jointly a series of professional forums and lectures on topics related to the functions of the Library, such as reference service, cataloging practices and policies, and automation activities. The forums shall be open to all interested employees, may take place on official time, and employees may be authorized to attend on official time.

Section 17. Program meetings at which Library officials hold discussions with employees on professional services and duties performed by employees shall be held on official time. Employees

at outlying annexes shall be allowed a reasonable amount of official time to travel to such meetings.

Section 18. The Library will make a reasonable effort to continue to utilize the specialized professional skills of employees as instructors in training courses. Employees so designated will be given adequate official time for preparation and will be given appropriate recognition for this work.

Section 19. A sabbatical to be taken on leave without pay (LWOP) may be granted upon request to any employee after seven (7) years of continuous service if in the interests of the Library. The employee may take up to one (1) year of LWOP pursuant to Article 24 (Leave), after giving three (3) months notice to his/her supervisor. Calculation of the next seven (7) consecutive year period will begin after the sabbatical has ended.

Section 20. The Guild will be given notice and opportunity to bargain over any new recruitment, training, or exchange programs.

ARTICLE 28. LAW LIBRARY

Section 1. All Law Library employees involved in legal research and reference work shall be given access in whatever form it is available to a copy of their final work product.

Section 2. Law Library employees shall be offered the opportunity to be informed by the Law Library management of any written comments made by the recipient of the work product. Employees may have a standing request for comments on record.

ARTICLE 29. RELOCATIONS

Section 1. In keeping with the aim of the Library to provide facilities for its employees which are adequate and conducive to the performance of its mission, the Library will make every reasonable effort to provide the facilities needed.

Section 2. The Guild shall be given the opportunity to be present at any meeting between management and employees involved during the course of the relocation according to provisions of Article 5 (Guild Rights).

Section 3. Information Sharing

A. In accordance with Article 8 (Midterm Bargaining), Section 3 of this Agreement, the Library shall make the following information available to the Guild:

1. the reason for the impending action;

2. the contemplated area of relocation and plan reviewed by Facility Design and Construction;
3. the contemplated date of relocation; and
4. the names of the employees affected.

B. Should the Guild require additional information regarding the relocation, the Guild will specify in writing the information needed and why it is necessary, including the uses to which the Guild will put the information, and the connection between those uses and the Guild's representational responsibilities.

Section 4. The Parties will meet, consult, and bargain over the impact and implementation of relocations. Such bargaining shall be without regard to the withdrawal of specific proposals during term negotiations, since the Parties agree that no rights were thereby waived.

ARTICLE 30. HEALTH SERVICES

Section 1. The Library will make a reasonable effort to continue to provide current levels of service in health units for all employees.

Section 2. The Library will provide Library Police Officers with adequate and current first aid and referral training, including CPR, as determined necessary by the Library and within its available resources. The Library will make available CPR training (including first aid) to bargaining unit members who are assigned to work evenings and weekends.

Section 3. The following services will be provided at no expense to employees on a continuing basis, where necessary or appropriate, as determined by the Library:

- a. immunizations against influenza, polio, and tetanus, and any other immunizations made available by the Public Health Service;
- b. comprehensive physical examinations for employees who wish to participate in the program, with priority being given to older employees and employees who are exposed to potentially toxic agents or toxic materials;
- c. visual screenings and eye examinations;
- d. hearing examinations and participation in a comprehensive hearing conservation program;
- e. comprehensive health information programs and screening programs; and
- f. emergency service during all work hours, and arrange transportation, if needed, for all employees incapacitated due to illness or accident on the job.

Section 4. The Parties acknowledge that in the event of unavoidable limitations on the availability

of funds and/or personnel of the Health Services Office, cancellations or delays in scheduling employees for the services listed above may be required.

Section 5. The Library shall provide the specific tests required for employees in jobs with special physical requirements as identified on the vacancy announcement and/or the position description. The tests and information required must be medically relevant to the physical requirements stated on the vacancy announcement, the position description, and the Certificate of Position Functional Requirements, and Environmental and Mental Factors.

Section 6.

A. The Parties agree that an employee making a written request for special consideration for health reasons is entitled to prompt consideration of his/her request. If the request is denied, the employee must be advised in writing of the specific reason(s).

B. The Library will administer the Americans with Disabilities Act as provided for by law, and as agreed to in procedures negotiated between the Parties.

C. In cases of temporary partial disability where full recovery is expected, normally within six (6) months, the Library shall make a reasonable effort to assign limited or light duties to the employee.

An employee may request light or limited duty assignment(s) by submitting a written request to the Health Services Office supported by a medical statement from a licensed physician stating the anticipated duration of the convalescence period.

1. A reasonable effort will be made to make light or limited duty assignment(s) within the employee's current position description.
2. If efforts are unsuccessful in this area, the Library will attempt to detail the employee, first within his/her division, then within his/her service unit, and then anywhere in the Library.
3. When the Health Services Office determines, supported by a medical statement from a licensed physician, that a temporary light or limited duty assignment is no longer needed, the employee shall be returned to his/her former duty assignment(s).

Section 7.

A. When an employee sustains a job-related injury or occupational illness, the employee will report the injury or illness to his/her supervisor as soon as practicable. The supervisor will refer the employee to the Health Services Office or at other times to the Library Police. The supervisor will also advise the employee to contact the Library's Workers Compensation Office to obtain information on benefits under the Federal Employees' Compensation Act.

B. The Library will administer the Federal Employees' Compensation Program as provided for by law. An employee will be permitted to review documents relating to his/her claim for compensation which the Office of Workers Compensation Programs has authorized the Library to make available. The employee may be accompanied by his/her designated representative, if the

employee so wishes. The Library recognizes the importance of a well-administered compensation program and agrees to provide answers to employee requests for assistance and to process claims promptly.

Section 8.

A. Upon the employee's completion of the form prescribed by the Library, the Library shall supply each employee's physician a complete report of the results of any test or examination given him/her.

B. Also upon written request by the employee, the Library will make his/her medical records available to his/her personal physician.

Section 9. The Library shall allow the Guild to review all accident reports made by supervisors involving on-the-job injuries of unit employees. The Library will also provide the Guild with a copy of the Library's annual injury report.

Section 10. The Library and the Guild will meet, consult, and bargain over the impact and implementation of changes in conditions of employment not covered by this Agreement.

ARTICLE 31. EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Parties recognize that alcoholism, drug abuse, and emotional disorders are illnesses that can interfere with job performance.

The Library will provide an Employee Assistance Program (EAP) according to applicable law and this Agreement to provide assistance to employees in overcoming such problems. The Employee Assistance Program is administered by the Employee Relations Office. Assistance is provided by this office to help employees identify and resolve their behavioral/medical problems that affect work performance. This may be done through prevention programs, counseling, assessment and referral to organizations and individuals in the community for treatment, and rehabilitation.

It is the policy of the Library to encourage and to facilitate employees' efforts to seek help voluntarily for such problems through this program.

Section 2. On a semi-annual basis the Guild and Library management will meet to discuss matters of mutual concern in employee assistance. Library management will report on the activities and programs of the Employee Assistance Program.

Section 3. The Library agrees to educate and inform employees of the availability of employee assistance programs and shall take positive steps to promote and refer these programs to employees.

Section 4. Supervisors are encouraged to contact the Employee Relations Office as soon as they

have good and sufficient reason to believe that a work-related problem exists with an employee that is due to personal, emotional, drug, or alcohol related problems. If an employee appears to have such a problem that is adversely affecting his/her job performance (including behavior/conduct), the supervisor should make a written referral, advising the employee to obtain confidential counseling through the Employee Assistance Program.

The Library will encourage and facilitate the employee's efforts to resolve his/her behavioral/medical problem and will give consideration to written employee requests to take actions which it may determine to be appropriate and within its authority such as but not limited to: granting annual leave, advanced sick leave, and leave without pay which are supported by medical documentation; and approving requests for limited duty, part-time schedules and/or reassignment for a limited duration, which are also supported by medical documentation. Approval of these requests must always be consistent with the determination of the Library of its ability to accomplish its mission and meet the needs of the agency. Denial of these requests and the determinations by the Library are non-grievable.

Acceptance by an employee of counseling assistance under LCR 2018-3 (Employee Assistance Program in the Library of Congress) is not a bar or a stay to taking disciplinary action under the provisions of appropriate Library regulations; however, an employee who timely accepts treatment and/or counseling after referral will be given a reasonable opportunity to demonstrate satisfactory performance.

In instances of misconduct, the employee will be referred whenever possible; however, no time period is guaranteed prior to prosecuting an adverse action. An offer of assistance, and/or a referral made under this program, even one made concurrent with the proposed disciplinary action, does not protect the employee against a disciplinary action.

Reasonable opportunity is an amount of time commensurate with that required to: determine the nature of an employee's problem, if any; determine appropriate corrective measures and treatment; and apply such corrective measures and treatment.

This period of time shall not in any case exceed the time established in LCR 2017-5 (Obligations of management and Staff to Fulfill Position Requirements) which is the reasonable opportunity provided for in Section 3C of LCR 2018-3, and which recognizes the continuing obligation of staff members at all times to perform satisfactorily the requirements of their positions. Employees who timely accept treatment pursuant to the terms of this program will be assured of a ninety (90) day period to improve performance under LCR 2017-5, Section 3A and/or a ninety (90) day period to improve performance under Section 3B. Timely acceptance of treatment occurs when the employee responds to the written referral by consulting with the EAP staff within ten (10) workdays after receipt of an oral warning (Section 3A) or a written warning (Section 3B) and having established evidence of a behavioral/medical problem covered by this article enters the program. The employee must demonstrate continuing cooperation in the program and satisfactory progress during the period set out above.

All days on approved leave for documented initial medical treatment shall not be counted as time assured to an employee above, to improve performance.

When an employee's condition has been medically documented as not remediable, he/she

will be offered information and assistance in applying for disability retirement when the length of service requirement has been met. However, an employee's application for disability retirement shall not preclude or delay any other appropriate personnel action by the Library.

Section 5.

A. Confidential Information

1. All information and records under the EAP shall be treated as confidential, except to the extent that information may be communicated to supervisors by program personnel to assist in determining reasonable time to demonstrate satisfactory performance under Section 4. However, the Parties agree that, while no employee shall be compelled to participate in the Program, the Library shall not be barred, in appropriate proceedings, from introducing the fact of the employee's refusal to join in, or withdrawal from the Program. No confidential information regarding the employee's specific medical condition shall be released by the Library without the employee's consent.
2. An employee who participates in this Program is assured that information relating to his /her care will not be released to anyone, including his or her supervisor, without the written consent of the employee. The consent for disclosure shall include:
 - a. the office which is to make the disclosure;
 - b. the name or title of the person or the organization to which the disclosure is to be made;
 - c. the name of the employee;
 - d. the purpose and/or need for the disclosure;
 - e. the extent or nature of the information to be disclosed;
 - f. a statement that the consent is subject to revocation at any time (except to the extent that action has been taken in reliance thereon), specifying the date, event, or condition upon which the consent will expire without express revocation;
 - g. the date on which the consent is signed; and
 - h. the signature of the staff member.

B. Records

1. The Health Services Office and the Employee Relations Office are responsible for processing and maintaining records relating to an employee's problem due to alcoholism, drug abuse, or emotional disorder. These records shall be kept confidential in accordance with this Agreement and the law.
2. The employee is responsible for seeing that appropriate records related to health and other records and information are provided to the Employee Relations Office for consultation, treatment, or follow-up purposes if he/she wishes to participate in the Program.
3. An employee's Official Personnel Folder shall not refer to confidential information in the employee's EAP record except to the extent that this information is relevant and necessary to document disciplinary or adverse actions, and other personnel actions and prepare the final Personnel Action Recommendation. Information gained from EAP counseling records will not be placed in the Official Personnel Folder. An employee's

voluntary self-referral to the EAP, prior to the employer's initiating action under LCR 2017-5, shall not be placed in the Official Personnel Folder.

4. An employee and/or his/her representative designated in writing shall be given access to his/her non-medical Employee Assistance Record. The Health Services Office and the Employee Relations Office shall determine which EAP records will be released. (Medical information will be furnished in accordance with Article 12 (Personnel Records), Section 5.)

Section 6. This article shall not be construed as a relinquishment by the Guild of its responsibility to represent an employee, upon request, in connection with personnel actions involving alleged alcoholism, drug abuse, emotional disorder, or other behavioral/medical problems.

Section 7. Library of Congress Regulations remain in full force and effect and shall govern except to the extent that they are modified or amended by the specific terms of this article.

Section 8. All unit employees who have a medical/behavioral problem within the purview of this article shall be informed upon referral of applicable contract articles or Library regulations pertaining to their situation.

Section 9. The Library and the Guild will meet, consult, and bargain over the impact and implementation of changes in conditions of employment not covered by this Agreement.

ARTICLE 32. HEALTH AND SAFETY COMMITTEE

Section 1. The Labor-Management Health and Safety Committee shall consist of equal representation from labor and management not to exceed a total of four (4). Management will appoint, in writing, corresponding management representatives to serve a period of not less than two (2) years. Representatives shall receive adequate and necessary training, without cost to the representative, to enable effective performance of Committee related health and safety responsibilities. Labor and management representatives shall be appointed and serve as provided for in 29 CFR 1960 Basic Program Elements for Federal Employee Occupational Safety and Health Administration (OSHA) Programs and Related Matters, or current regulatory guidelines if superseded. The Committee shall:

a. meet at least once each month at a planned site and at a regular time to review health and safety conditions within the Library and to make such recommendations as deemed necessary or desirable to assure a healthful and safe working environment;

b. conduct health and safety inspections of all facilities on an annual basis as a minimum and more frequently as deemed necessary. Following each inspection a report will be submitted within thirty (30) days to the highest management level official of the unit inspected. The Library shall, within thirty (30) days, advise the Committee on the disposition of the Committee findings;

c. receive a copy of all correspondence related to health and safety conditions and/or

practices within the Library work environment. This includes the Annual Injury Report and correspondence with the Department of Labor, OSHA;

d. review, recommend, and participate in local safety education and information programs and employee job related health and safety training, including ergonomics training;

e. as necessary, or when requested by the Designated Agency Safety and Health Official, comment on proposed LC Regulations related to safety and health;

f. periodically review the safety and health program, and where indicated, propose changes in resource allocation for support and management of the program; and

g. assure a system is established to provide for employee reports of unhealthful or unsafe working conditions.

Section 2. The Library will solicit the Committee's advice concerning health and safety conditions, existing and proposed practices, programs, and regulations relating to the health and safety program. To this end, the Library agrees to provide all available, non-confidential information to the Committee promptly and in good faith, so that the Committee can accomplish this mission in a deliberate, yet timely manner.

ARTICLE 33. WORKING CONDITIONS

Section 1. The Parties acknowledge that the Congressional Accountability Act of 1995 (CAA) authorizes the Office of Compliance (OOC) to enforce Occupational Safety and Health Administration (OSHA) health and safety standards at the Library. The Parties further acknowledge that the CAA provides that the Library and its employees are covered by and shall be afforded the rights and protections therein.

Section 2. The Library agrees to provide a safe and healthful work environment for its employees. This shall be accomplished through the provision of a work environment that is free from recognized hazards that are likely to cause death or physical harm. The Library shall take whatever actions are necessary, including requests to the Architect of the Capitol (AOC) and Congress, to remedy any serious unsafe or unhealthful condition. Such remedy shall be in accordance with the CAA. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the CAA that are applicable to his/her own actions and conduct.

Section 3. The Library shall promptly investigate employee reports of unsafe or unhealthful working conditions that pose a threat or danger to the health and safety of employees. Any employee or representative of employees may call attention to alleged unsafe or unhealthful conditions and request an inspection of such conditions by Safety Services or the OOC. Any employee or representative who has filed a report on or called attention to alleged unsafe or unhealthful conditions and requested an inspection of such conditions, or made a charge, or testified, assisted, or participated in a hearing or proceeding regarding health and safety conditions at the Library, shall be free of restraint, intimidation, discrimination, or reprisal. Timely response

and reporting of investigations shall be in accordance with the CAA.

Section 4. The Guild and the Library's designated agency health and safety officer or his/her designee shall continue to meet quarterly. The purpose of the meetings shall include discussion of issues concerning Library health and safety policies and practices, as well as Library emergency preparedness and response policies and practices.

Section 5. The Library of Congress Staff Emergency Procedures shall be updated and revised to reflect current emergency procedures when determined appropriate by the Library. Such revision shall be made in consultation with the Guild. Copies of the new procedures shall be supplied to all bargaining unit members.

Section 6. The Library's Hazard Abatement Program identifies, rates, and monitors action for elimination/control of unhealthful or unsafe conditions identified through inspections and/or employee reports and confirmed by qualified safety and health professionals (as defined in 29 CFR 1960 Subpart D, or revisions thereto, or applicable OSHA standards). As appropriate, hazards will be rated considering potential severity and potential probability and assigned a Risk Assessment Code (RAC). Response and action to correct hazards shall be based on the assigned RAC, with 1 being the most severe, requiring immediate action, and 5 being the least severe. If the Library lacks authority and/or control necessary to effect corrective action, it will take appropriate interim action to protect employees against the hazard(s).

Section 7. Hazard Containment and Abatement Procedures

A. The Parties agree to the general application of the overall RAC (as found in LCR 1817-6 (Hazard Abatement Program to Improve Safe Conditions for Library Employees)) to occupational health and safety hazards by the Library and the Health and Safety Committee.

B. The Library will assign each hazard a RAC.

C. After a hazard has been assigned a RAC of 1, 2 or 3 and confirmed by Safety Services, potentially affected staff members will be informed of the nature and location of the hazard. Immediate interim action will also be taken to protect staff from coming into contact with the hazard.

D. In all cases where personnel are exposed to unsafe or unhealthful working conditions which are verified by Safety Services as having a RAC of 1, 2 or 3, a notice of the hazard must be posted in the immediate vicinity of the hazardous condition. The hazard notice shall be provided by Safety Services to the responsible supervisor for posting and to the Labor Relations Officer for distribution to the Guild at the time it is posted. The notice shall not be removed until the condition has been corrected. Safety Service's approval must be obtained for all interim protective measures requiring more than sixty (60) days to correct.

E. Variances to safety and health standards are possible in certain situations. The most effective

means to correct a hazardous condition may be through application of local alternate means in lieu of safety and/or health standards. If an alternate means or method is selected, Safety Services, after consultation with the Guild, shall submit a request through the Health and Safety Committee to Library management for approval of the variance. The variance selected shall provide a degree of protection equal to or better than the applicable safety and/or health standard.

F. The following areas will be inspected at least annually by a safety professional: those containing potentially hazardous machinery or electrical equipment; those containing chemicals or other hazardous materials; and those in which conditions assigned a RAC of 1, 2 or 3 and confirmed by Safety Services were identified within the previous year. These inspections will be conducted independently from those of the Health and Safety Committee.

G. Guild representatives will be invited to accompany safety and health inspections which are conducted in facilities in which bargaining unit members work. Normally, inspection reports will be written within thirty (30) days of the inspection. Copies of inspection reports will be promptly sent to the Guild. The term inspection means a comprehensive survey of all or part of a workplace in order to detect the safety and health hazards. Inspections are normally performed during the regular work hours of the Library, except as special circumstances may require. Inspections do not include routine, day-to-day visits by agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.

Section 8. Fire Safety

The Library agrees to take all necessary actions within its control to provide a reasonable degree of fire safety in Library buildings and structures. These actions may include requests to the Congress and AOC for funding and authorization to correct structural and other problems associated with life, safety, and fire protection in the Library buildings and structures.

The Library will take interim corrective action within its control to:

- a. comply with the Life Safety Code (current edition, National Fire Protection Association);
- b. develop and support an Emergency Management Plan and Library of Congress Staff Emergency Procedures that include provisions for disabled persons;
- c. consult with disabled employees to develop adequate methods to alert and evacuate handicapped employees in emergency situations;
- d. request that AOC install strobe visual fire alarms in all Library buildings to meet CAA and ADA requirements;
- e. where appropriate, continue to provide each deaf employee with a pager, so that they can be notified of any emergency situation. Additionally, it shall continue to explore other

appropriate emergency notification devices for alerting hearing-impaired employees that meet CAA and ADA requirements;

f. install phones or other communication devices by designated elevators on each floor of all Library buildings which may be used during emergency evacuation situations for purposes of identifying disabled employees;

g. test regularly and maintain fire safety equipment in accordance with nationally recognized codes and standards; and

h. provide, at least, semi-annual fire drills.

Section 9. The Library shall provide, at no cost to the employee, personal protective clothing and equipment as necessary to protect the employees from exposure to physical or toxic agents which may cause harm. The determination and confirmation for the need of such equipment shall be the responsibility of qualified safety and health professionals. Such apparatus may include but is not limited to: protective clothing, respirators, hearing protection devices, and eye/face protection. Employees are required to use protective clothing or equipment when issued for health and safety purposes.

Section 10. The Library agrees that adequate lighting shall be provided to all employees in work areas, restrooms, hallways, and stairways. The Library will investigate harshness, glare, eye strain, dimness, or other related problems which bear upon completion of assigned work or performance of duties, and take all reasonable corrective action within its control to solve the problems found to exist.

Section 11. The Library agrees to provide adequate and clean ventilation in all work areas, eating areas, and restrooms. It further agrees to attempt to secure compliance from the lessor on the lessor's obligations under Federal Property Management Regulation (FPMR 101.20.116-3,) which sets out the pertinent General Services Administration (GSA) guidelines regarding temperature standards in GSA-leased buildings. If the temperature in the LJ, LA, or LM falls outside the 65-78 degree range, the Library shall request the AOC to take action to return the temperature to the specified range.

Section 12. The Library agrees to provide and maintain clean, adequate, sanitary facilities, restrooms and toilet facilities for all employees in the work areas, and shall request the responsible authorities to keep facilities in compliance with OSHA 1910-141 and the District of Columbia Plumbing Code.

Section 13. The Library agrees to a routine schedule of cleaning and vacuuming areas in which bargaining unit members work.

Section 14. Toxic Materials

A. The Library agrees that it will identify all toxic materials used by employees or to which they are exposed within the workplace. Where a substance is identified as being toxic, the employees will receive training in the safe use and storage of the materials, and in first-aid procedures to be employed should an accident occur.

B. Hazardous material data sheets for any and all toxic substances must be kept on file at the immediate location of their use, and conveniently accessible.

Section 15. The Library shall provide for safety and health professional reviews of planned equipment purchases and alteration/construction of the workplace (including floor plan modifications and furniture layout changes). In purchasing new equipment the Library shall require as a condition of purchase that the manufacturer has met applicable health and safety and ergonomic requirements.

Section 16. The Library shall continue an ergonomics program that addresses the physical work environment as it relates to performance of the work and health and safety of its employees. The program will include the following components: management commitment and employee participation; hazard identification and reporting; medical management; and staff training and education in ergonomic issues. Within six (6) months of the signing of this Agreement the Library shall, in consultation with the Guild, prepare a written ergonomic program which will include the above components. The written program shall then be distributed to all bargaining unit members.

The Library further agrees to promptly investigate ergonomic hazards and/or employee complaints concerning work area space or configurations.

Section 17. The Library shall take all actions within its control to provide a work environment that is safe and healthful for employees who work at computers. To accomplish these aims, the Library shall take the following actions to the extent that fiscal resources and space constraints allow and after appropriate ergonomic consultation:

- a. acquire ergonomically sound computers and accessory equipment as resources permit;
- b. provide adequate and ergonomically sound work surfaces for computers, computer keyboards, and monitors as resources permit;
- c. provide work spaces with proper illumination for computer and non-computer tasks;
- d. provide the opportunity for employees using a mouse to request available alternative pointing devices;
- e. provide, as resources permit, work surfaces adjacent to the computers sufficient for employees to fulfill their assigned duties;
- f. provide for common or shared computer work areas height- and angle-adjustable

surfaces for computer monitors and keyboards as resources permit; and

g. continue to advise employees about the ergonomically sound operation of computers.

Section 18. Prior to the installation of new computers in any work areas the Library will notify the Guild and pursuant to Article 8 (Midterm Bargaining) the Parties will meet, consult, and bargain over the adverse impact and implementation of changes in conditions of employment resulting from such installation when the impact of such installation is more than de minimis.

Section 19. Prior to configuring an employee's work area to accommodate computer installation, the Library will consult with the employee about the different options available to achieve the most ergonomically-friendly configuration for the employee. Once the computer has been installed in the employee's work area, the employee may request an ergonomics consultation.

Section 20. Employees with medical needs for special furniture and/or equipment and accessories may have these needs met provided that such needs are supported by documentation which is acceptable to the Library's medical officer.

Section 21. All worksite telephones shall be provided with a label/sticker that provides information for obtaining emergency police, fire or medical assistance.

Section 22. The Library shall prohibit smoking in all facilities in accordance with agreements negotiated with labor organizations and consistent with national policy.

Section 23. The Library will continue to take appropriate actions to adhere to applicable asbestos-related Federal statutes and regulations.

Section 24. The Parties will meet, consult, and bargain over the impact and implementation of changes in condition of employment not covered by this Agreement.

ARTICLE 34. ALTERNATIVE DISCIPLINE PROGRAM

Section 1. The purpose of this article is to provide for a mutually agreeable procedure for the use of alternative forms of discipline in the case of alleged misconduct by bargaining unit staff. This program applies to all employees with permanent or indefinite employment status.

Section 2. The Parties agree that the use of alternative discipline will in many cases improve communications and interpersonal working relationships between supervisors and employees; correct behavioral problems in the work place; and reduce the costs and delays inherent in traditional disciplinary actions. To this end, division and office heads, and supervisors, are encouraged, but not required to use alternative discipline.

Section 3. Alternative discipline may be used in any situation where a traditional form of discipline or adverse action for misconduct has been proposed. It may not be used:

- (a) without the informed consent of the employee involved;
- (b) in lieu of a penalty mandated by statute (e.g. willful misuse of a government-owned or -leased vehicle – 31 USC 1349 (b)); or
- (c) in performance cases.

Section 4.

A. A written notice of a proposed adverse action issued pursuant to applicable regulations shall make reference to this article as part of the notice. Employees may request, once and in writing, the use of alternative discipline at any stage of an adverse action process, from the pre-proposal through hearing phase. An employee's request to be considered for alternative discipline will suspend the time frames for adverse action procedures provided for under applicable regulations. The Parties agree that suspension of such time frames shall be made without prejudice to the employee's future rights.

B. Within five (5) work days of receipt of an employee request to be considered for alternative discipline, the manager or supervisor initiating the disciplinary action may arrange a meeting with the employee and his/her representative (as applicable) to discuss the possibility of substituting an alternative form of discipline for the originally proposed action. Alternative discipline is to be applied on a case by case basis.

Section 5.

A. All uses of alternative discipline must be memorialized by a written agreement, to be known as a Positive Action Contract (PAC), between the employee, his/her representative (as applicable), and the appropriate Library manager or supervisor.

B. The manager or supervisor initiating the disciplinary action shall arrange a meeting with the employee and his/her representative (as applicable) for purposes of reviewing the terms of the PAC and formally offering the PAC to the employee. An employee has five (5) work days after an offer has been made to accept a proposed PAC. Failure to accept the proposed PAC will result in the resumption of the traditional discipline process, at the stage it was at prior to the request for alternative discipline.

C. The PAC must contain the following:

1. a description of the misconduct, and the rules, regulations, or laws that have been violated;
2. a statement of what traditional adverse action penalty is appropriate under the facts and circumstances of the case, or what penalty was originally proposed;
3. an admission by the employee of the commission of the misconduct, an acceptance of responsibility for it, and an assurance that the conduct will not be repeated;
4. a description of the alternative discipline to be invoked;

5. the employee's stipulation that failure to complete the agreement may result in the resumption of the traditional disciplinary process;
6. a statement that the agreement is non-precedential in nature;
7. a statement that terms and conditions of the agreement are confidential, but may be discussed, in accordance with the provisions of this Agreement, as well as applicable law and/or regulation, with parties who in the performance of their duties, have a need to know such terms and conditions;
8. the duration of the PAC; and
9. signatures of the employee, his/her representative (as applicable), and the Library official having the authority to approve the alternative discipline.

Section 6. The following are examples of the forms of alternative discipline that may be proposed by management or the employee:

- (a) a letter of alternative discipline;
- (b) in lieu of a formal letter of reprimand, the employee admits in writing to having committed an infraction and agrees to avoid a future infraction, accepting that a repeated infraction may result in a more severe penalty (e.g., suspension);
- (c) leave without pay in lieu of suspension;
- (d) reduced suspension, with the balance of the penalty held in abeyance pending the completion of the alternative discipline;
- (e) donation of annual leave to the voluntary leave transfer or leave bank programs in lieu of suspension;
- (f) counseling or training;
- (g) a formal apology;
- (h) incremental service of suspensions (e.g., serving a five day suspension as one day a pay period for five pay periods);
- (i) community service (e.g., serving in an alcoholic rehabilitation center); or
- (j) any other forms of appropriate alternative discipline that management may approve.

Section 7. In the event of subsequent misconduct by an employee, the alternative discipline agreement will be considered a prior disciplinary action for purposes of consideration of progressive discipline, and may be cited as such in a notice of proposed adverse action.

Section 8. The signed PAC will be placed in the employee's Official Personnel Folder (OPF) during the term of the agreement, and will remain in the OPF until the fulfillment of its terms and conditions, or two (2) years, whichever is shorter. With regard to all personnel records and files, the provisions of Article 12 (Personnel Records) shall, unless otherwise provided for, be followed.

Section 9. The existence of an alternative discipline agreement does not preclude the Library from taking disciplinary action with respect to subsequent misconduct not covered by the PAC.

Section 10. The employee shall be notified in writing of an alleged violation of the PAC and informed that the traditional disciplinary procedures may be resumed pursuant to applicable regulations. Such notice shall also inform the employee of his/her appeal rights under applicable regulations. Employees and their representative (as applicable) will be given five (5) work days in which to meet and discuss with management the alleged violation of the alternative discipline agreement before any action is initiated by the Library.

Section 11. Should the Parties fail to resolve the issues concerning the alleged violation of the PAC, the employee may file a grievance, pursuant to Article 4 (Equal Employment Opportunity) and/or Article 36 (Negotiated Grievance Procedure) of this Agreement; or file an EEO formal complaint, but not both.

Section 12. The Library shall provide the Guild with the following information annually:

- (a) sanitized copies of all PACs concerning its bargaining unit;
- (b) the grade, position, sex, and race of all bargaining unit members entering into such agreements;
- (c) any subsequent disciplinary action taken with respect to the infraction; and
- (d) the number of agreements whose terms and conditions have been completed, and the number which have been canceled before such completion.

ARTICLE 35. ALTERNATIVE DISPUTE RESOLUTION

Section 1. Purpose and Definitions

The Library of Congress and AFSCME Local 2910 have met to bargain the establishment of an ALTERNATIVE DISPUTE RESOLUTION PROCESS.

The Guild agrees to enter into this alternative dispute resolution process with the hope that it might provide a venue for the prompt and equitable resolution of bargaining unit members' disputes through the voluntary use of the alternative dispute resolution process. This procedure is not intended to infringe in any negative way on Employee Rights, Guild Rights, or Management Rights; it is intended to serve as an optional pre-grievance mediation process which may be used by bargaining unit members as an alternative to Step 1 of the Negotiated Grievance Procedure, and as an alternative to the counseling stage of the LCR 2010-3.1 (Resolution of Problems, Complaints and Charges of Discrimination in Library Employment and Staff Relations Under the Equal Opportunity Program).

A dispute is any problem that any employee or group of employees is having or has had in the workplace, with inclusions and exclusions noted below:

- A. Dispute resolution may include, but is not limited to, the following matters:
 - 1. grievances as defined under the Negotiated Grievance Procedure;

2. EEO complaints;
3. other matters, including oral and written warnings and performance evaluations (narrative and adjectival rating);
4. the procedures by which excluded matters (adverse actions, position classification appeals, etc.) are implemented.

B. Exclusions:

1. Policies and Procedures Governing Adverse Actions (see LCR 2020-3);
2. Position Classification Appeals in the Library (see LCR 2016-2);
3. personnel security determinations (see LCR 2024-1 through 2024-10);
4. Grade and Pay Retention (see LCR 2013-3.7);
5. the terms of this Agreement (CBA), including signed midterm agreements;
6. class action complaints; and
7. third party complaints (parties without a direct interest in the outcome).

Section 2. Library-Guild Cooperation

A. The Library, the Guild, and the Dispute Resolution Center agree to appoint one representative each, who will meet regularly (at least once a month), to monitor and review the process, discuss its progress, and work together to resolve any difficulties which may arise. These representatives may make recommendations to the Director of the Dispute Resolution Center based on their discussions and findings.

B. To insure that the process is monitored effectively, a procedure will be developed to provide the basis for tracking of cases, as well as statistical compilations and evaluation of the process. At least the following information shall be kept regularly, and provided once a month to both the Library and Guild representatives, so long as confidentiality is maintained:

For individual cases: Case number; Name of disputant / Administrative unit; Name(s) of involved party(ies)/ Administrative unit; Nature of dispute; Date of initial contact; Dates of all other changes in status of case; Name of Convener; Names of panel members; Disposition of dispute; Nature of resolution.

The Library will also provide the Guild with copies of all annual reports of the Dispute Resolution Center.

C. Guild, Dispute Resolution Center and Library representatives will meet semi-annually (from the signing of this Agreement) to review recently resolved cases, trends, and underlying problems. A brief report of concerns raised at the meeting, and recommended courses of action, will be prepared and sent promptly to the appropriate management authority(ies) via the Director of the Dispute Resolution Center.

Section 3. Employee Rights

A. All bargaining unit members, or former bargaining unit members with disputes still pending, may use this process.

B. Bargaining unit employees retain all rights accorded in Article 3 (Employee Rights).

A bargaining unit member may contact the Dispute Resolution Center directly, following the provisions of Article 3 (Employee Rights), Section 10. The Convener will advise the employee that he/she has the right, upon request, to be represented by a Guild steward, officer or designated Guild representative in any meetings connected with the Dispute Resolution process pursuant to Article 5 (Guild Rights), Section 5. The presentation of a dispute by an employee will not adversely reflect on his/her standing with or loyalty to the Library pursuant to Article 36 (Negotiated Grievance Procedure), Section 5.

C. Bargaining unit members shall not be subjected to harassment, restraint, interference, coercion, or reprisal because of having used the dispute process, or because of having obtained resolution or because of the terms thereof.

The Parties consider that reprisal constitutes unacceptable behavior in the workplace. Therefore, allegations of reprisal will be considered matters of the highest priority. They will be referred by an employee to the Director of the Dispute Resolution Center. If the matter cannot be resolved within five (5) work days, a formal grievance at the Second Step or a formal charge of discrimination may be filed.

The same procedures will be followed in dealing with charges that the Library has not lived up to the terms of an agreement.

D. The disputant may continue in an appropriate process upon completion of the Dispute Resolution process (i.e., Step 2 of the Grievance Process or the Formal Stage of the EEO process) or may withdraw from the process at any time.

E. Each bargaining unit member shall have a reasonable amount of time for preparation involved with the Dispute Resolution process. The use of official time shall include time spent discussing one's case with a Convener or appearing before a Dispute Resolution Panel. Employees shall not abuse this grant of official time.

F. The Library agrees to make available to the disputant or involved party(ies), upon reasonable request, any non-privileged, non-confidential record relevant and necessary to the presentation at Dispute Resolution, provided such records or data are normally maintained by the Library in the regular course of business.

G. Any information or documents to be held in confidence by the Convener must be plainly marked "Not for Disclosure" by the disputant.

Section 4. Guild Rights

The Guild shall have the following rights:

A. It retains all rights specified under the Civil Service Reform Act, the CBA, and/or pertinent LCRs. The following provisions of the CBA shall be extended to Guild activities under this Agreement but subject to the limitations set forth in the CBA:

1. Article 1 (Parties and Purposes of the Agreement), Section 2, the Guild's status as exclusive bargaining representative of all employees in the bargaining unit;

2. Article 6 (Guild Representation), Section 3, the Guild's right to use official time for representational functions;

3. Article 6, Section 3, the Guild's right to use a reasonable amount of time for representational activities; and

4. Article 6, Section 5, caution against the abuse of official time.

B. The right to appoint one (1) member from the Guild's bargaining unit to serve on a panel convened to hear a dispute involving Guild bargaining unit members.

C. The right to represent a bargaining unit member (if requested by that person) in any meetings under the alternative dispute resolution process, including presentations before a panel according to Section 10 of this article.

D. The right to be furnished a copy of all written resolutions of disputes involving bargaining unit members within three (3) work days of signing.

E. The right to extend the use of official time to any appointed Guild Dispute Resolution Coordinator.

F. The right to have designated officials serving as Dispute Resolution Coordinator or Guild representatives on panels established under Section 10 of this article trained together with managers in the Alternative Dispute Resolution Process.

G. The Library agrees to provide adequate training for those eligible to participate as Dispute Resolution panel members, as representatives, or as Dispute Resolution Coordinator. Should the Guild experience a shortage of personnel, the Guild may request in writing that a training session be conducted. If the Library is unable or unwilling to meet Guild training needs, the Library agrees to provide dispute resolution training material, and sufficient official time and facilities for Guild representatives to train their colleagues.

Section 5. Time Requirements for Bringing Concerns to the Dispute Resolution Center

A. Disputes must be brought to the attention of the Dispute Resolution Center within ten (10) work days of the origin of the dispute, or within ten (10) work days from the time the disputant

became aware of the circumstances which caused or are causing the dispute.

B. The Director of the Dispute Resolution Center shall extend the time limit for acceptance upon determination that the party filing the dispute was prevented from submitting the dispute due to other extenuating circumstances. The request for an extension must be submitted in writing and must outline the circumstances which prevented the timely filing of the dispute.

Section 6. Identification of Neutrals Whenever it is necessary to employ someone other than the staff of the Dispute Resolution Center to handle disputes brought by Guild bargaining unit members, the Library and the Guild shall confer to identify a neutral acceptable to both Parties.

Section 7. Mediation by Convener

A. When a disputant comes to the Dispute Resolution Center, a convener will meet with him/her to hear his/her concerns, explain the nature of the dispute resolution process and clarify the nature of the dispute. The disputant must identify the dispute as an EEO complaint, grievance, or "other" at the time of the filing. The decision of what to file is that of the disputant and his/her representative.

B. The Convener will first attempt to clarify the nature of the dispute, and then to encourage the disputant to attempt to resolve the matter with the other party. If the Parties cannot resolve the dispute among themselves, the Convener will meet individually or jointly with the Parties to attempt to resolve the matter. This step is to be a rigorous attempt to resolve the matter by all involved Parties.

C. If the Parties reach a written agreement within thirty (30) work days from the date of filing with the Dispute Resolution Center the dispute is resolved, ending the process.

D. If the Parties have not reached a written agreement within thirty (30) work days from the date of filing with the Dispute Resolution Center, the Director may, on a one-time basis, extend this period for up to ten (10) workdays if a resolution is pending, or if he/she determines that there is a chance for resolution within that period of time. Any extension will be granted by the Director of the Dispute Resolution Center only after conferring with all involved Parties.

E. If the Parties are not near to resolution at the end of this period the dispute is declared unresolved. Depending upon the nature of the matter the dispute may be processed further or not as follows:

1. If the dispute is identified as an EEO complaint, the disputant may elect to:
 - a. timely file a grievance according to the provisions of Article 36 (Negotiated Grievance Procedure); or
 - b. timely file a formal complaint of discrimination under LCR 2010-3.1 with the Equal Employment Opportunity Complaints Office, which will make every

reasonable effort to process it in a timely manner.

2. If the dispute was originally identified as a grievance the disputant may timely file a Step Two grievance according to the provisions of Article 36 (Negotiated Grievance Procedure) . Alternatively, the Guild may request to bring three (3) unresolved grievances per year to panel before filing a Step Two grievance, and may negotiate for additional panels for grievances with the Director of the Dispute Resolution Center who will consult with the appropriate service unit head.
3. If the matter was originally identified as "other", the disputant may request to go to panel. (This provision does not apply to oral and written warnings).
4. If the dispute is not referred to a panel, the Dispute Resolution Process ends.

Section 8. Panel Makeup

A. Generally, trained bargaining unit members and managers will serve on Dispute Resolution panels.

B. Panels involving Guild bargaining unit members will consist of one (1) manager designated by the associate librarian of the appropriate service unit (or his/her designee) and one (1) labor designee appointed by the Guild. The Parties will try to avoid designating panel members who may be put into a conflict of interest situation.

Section 9. Forming a Panel

A. A panel will be formed within five (5) work days following the decision of the disputant to proceed.

B. Procedures for contacting the Guild:

When it is necessary to form a panel for a complaint involving a bargaining unit member, the Library will immediately contact the appropriate service unit head and the Guild in writing providing the following information:

- name of disputant/s;
- name of other party/s;
- origin of dispute (administrative unit); and
- a brief statement describing the basis of the complaint.

Two (2) copies shall be dated and placed in an agreed-to location within the Dispute Resolution Center and accessible to the Guild's Dispute Resolution Coordinator.

Within five (5) work days, the service unit head and the Guild shall respond in writing, naming one (1) representative each to serve on the panel. The Guild response shall be

delivered to an agreed-to location within the Dispute Resolution Center.

Section 10. Panel Procedures

- A. The panel will convene within five (5) work days from the time it is named.
- B. The panel may elect to hear the dispute with both Parties in the room at the same time, if all involved Parties agree. The Convener has full authority over the proceedings.
- C. All Parties to the dispute have the right to representation during the panel presentation.
- D. It is expected that the Parties will do most of the talking in presenting their sides of the dispute. Disputants and other Parties may present or indicate documents to be presented to the panel for their consideration.
- E. Representatives may make observations, give advice, or offer additional information, and may speak on behalf of the Parties if the Parties so choose.
- F. After hearing the dispute, the panel will meet to discuss possible resolutions. Panel members may call upon the Convener to provide additional information if they feel that it is necessary to assist them in understanding the situation and proposing a resolution.
- G. The panel will attempt to agree on a proposed resolution, conferring as necessary with their respective line organizations. The Convener will act as a mediator in assisting the panel to reach a resolution, but may not participate in the deliberations of the panel. A proposed resolution must be agreed to by the panelists.
- H. The Convener will remind panel members of the seriousness of the deadline, and will take all actions necessary to facilitate a resolution. Generally, the panel will forward a proposed resolution to the service unit head for ratification within five (5) work days of its inception. The five (5) day deadline may be extended by the Director of the Dispute Resolution Center should circumstances warrant such extension.
- I. As a way of resolving underlying problems, panel members may make recommendations to Library management separately from the proposed resolution, via the Director of the Dispute Resolution Center with copies to the Director for Human Resources and the Guild.
- J. If the panel does not agree on a proposed resolution, the disputant and/or representative will be notified immediately, and the process will end for disputes designated as "other" when filed. A dispute designated as "grievance" when originally filed may then be timely filed as a Step Two grievance according to the provisions of Article 36 (Negotiated Grievance Procedure).
- K. All proposed resolutions will be in writing.

L. No resolution shall change, modify, alter, subtract from or add to, either directly or indirectly, the provisions of this Agreement or the Library's regulations. All resolutions must be consistent with the terms of this Agreement (including signed mid-term agreements) and the Library's regulations.

Section 11. Service Unit Head Decision

A. The proposed resolution will be submitted to the service unit head for approval. The panel will be informed of any alterations made to the proposed resolution. The approved proposal will be offered as a resolution to the disputant who will have five (5) work days to consider the offer. If accepted, the offered resolution will be implemented.

B. If the disputant elects to reject the proposed resolution, or if the service unit head does not offer a proposed resolution, the disputant and/or representative will be notified, and the matter will be processed in accordance with this article (as specified in Section 10 J above).

Section 12. Use of Alternative Process Documentation

A. Drafts of agreements, authored in the alternative process may not be introduced in any future Library processing of that case.

B. Panel designees will not participate in any way in subsequent formal proceedings except to provide factual information unrelated to panel deliberations. Also, panel members or conveners may not be called in any future administrative proceedings to give testimony on any opinion(s) they formed during the panel process on the merits of a particular case, or their deliberations of that case.

C. The Library will retain and maintain files of all disputes involving bargaining unit members, dating from the beginning of Pilot 1. Dispute files will contain:

- name of disputant/administrative unit;
- name of involved parties/administrative unit;
- nature of dispute;
- date of initial contact;
- name of Convener; and
- agency documentation.

These files will be retained according to current standards for EEO disputes, and under appropriate authorizations (such as LCRs), for a maximum of two (2) years. Two (2) years from the end of the case, the Library will sanitize that file and retain it for another three (3) years. To contribute to the effectiveness of the dispute resolution process and the resolution of underlying problems in the Library, files will be accessible by:

- name of disputant/administrative unit;
- name of involved parties/administrative unit;

- nature of dispute;
- date of initial contact; and
- name of Convener.

D. If the disputant files a formal EEO complaint, the file (as defined above) will be forwarded to the EEO Office. If the disputant files a grievance charging discrimination, the file will be retained for possible use by an arbitrator.

Section 13. Nothing in this article shall infringe on Guild rights under law or the terms of this Agreement.

ARTICLE 36. NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable procedure for the prompt and equitable settlement of grievances. This shall be the exclusive procedure available to all members of the bargaining unit, either individually or jointly, and to the Guild in its own name and on behalf of the bargaining unit and to the Library for matters which fall within its coverage.

A grievance is any complaint:

- a. by an employee concerning any matter relating to a condition of employment of the employee;
- b. by the Guild concerning any matter relating to a condition of employment;
- c. by an employee or the Guild concerning:
 - 1. the effect or interpretation or a claim of breach of this Agreement, or
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; or
- d. by the Library concerning any claimed breach of a personnel regulation or any agreement by the Guild or its officers or agents.

Section 2.

A. Excluded from the definition of grievances against the Library and therefore nongrievable under this article are the following matters:

- 1. the content of any published Library policy, except that a grievance may include the application
- 2. change to lower grade (return to employee's regular position after temporary promotion);
- 3. non-adoption of a suggestion or disapproval of a quality salary increase, incentive award, or other kind of honorary or discretionary award [LCR 2017-3 (Suggestion and Incentive Awards Program) and LCR 2013-4 (Within Grade Increases)];
- 4. separation of reemployed annuitants;
- 5. selection of another applicant under the provisions of Article 16 (Merit Employment

and Promotions), unless it is shown that the provisions of a regulation or this Agreement have not been followed properly;

6. non-promotion under the provisions of Article 14 (Classification Promotion Plans), unless it is shown that the provisions of a regulation or this Agreement have not been followed;

7. termination of temporary appointments and time limited indefinite appointments;

8. health and life insurance determinations [LCR 2019-1 (Health Benefits) and LCR 2019-2 (Federal Employees' Group Life Insurance)];

9. details of employees, unless it can be shown that provisions of this Agreement or an applicable regulation have not been followed;

10. denial of excused absence, unless it can be shown that provisions of this Agreement or an applicable regulation have not been followed;

11. separation (disqualification) during the qualifying period;

12. oral and written warnings issued pursuant to LCR 2017-5 (Obligations of Management and Staff to Fulfill Position Requirements); and

13. final denial to participate in intermittent or episodic offsite work, unless it can be shown that provisions of this Agreement or Library regulations have not been followed .

B. Excluded from the definition of grievances against the Guild and therefore nongrievable under this article are the following matters:

1. the content of any Guild publication or communication;

2. the proper exercise of Guild representational duties as defined in Article 6 (Guild Representation);

3. the conduct of Guild internal affairs; and

4. the filing of a complaint, grievance, or appeal by the Guild or one of its representatives.

Section 3. The following matters, though not grievable under this article are appealable through other procedures:

a. Position Classification Appeals in the Library (see LCR 2016-2);

b. Grade and Pay Retention (see LCR 2013-3.7);

c. personnel security determinations [see LCR 2024-1 through 2024-10 (Personnel Security Program in the Library of Congress)]; and

d. non-promotion, in and of itself, in a classification promotion plan (see LCR 2016-2). However, procedural violations of this Agreement or Library regulations regarding non-promotion are grievable.

Section 4. An employee who charges the Library with discrimination on account of race, color, sex, age, religion, national origin, or non-disqualifying disability may file either a grievance or a complaint under LCR 2010-3.1 (Resolution of Problems, Complaints, and Charges of Discrimination in Library Employment and Staff Relations under the Equal Employment Opportunity Program), but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the above regulation

procedure, or timely files a grievance in writing, whichever comes first.

An employee who charges the Library with discrimination on account of creed, marital status, or sexual orientation may file a grievance according to Article 36 (Negotiated Grievance Procedure), but not a complaint under LCR 2010-3.1.

Section 5. An employee covered by this Agreement may present a grievance directly to the Library without Guild representation, so long as the adjustment of the grievance is not inconsistent with the terms of this Agreement, and the Guild has been given the opportunity to be present at the adjustment or resolution of the grievance. The initiation or presentation of a grievance by an employee will not adversely reflect on his/her standing with or loyalty to the Library.

Section 6. The Guild has the following rights in employee grievances:

- a. to be notified of the time and place of meeting;
- b. to be present during the grievance procedure. This right of the Guild to be present, however, may not impair the right of the grievant to self-representation if so desired;
- c. to be furnished with a copy of the written decision at any step at which a written decision is involved, if such decision will become part of the record. A copy shall be furnished to the Guild at the same time that it is furnished to the grievant or to any other concerned party by the official responsible for making the decision; and
- d. to state its position on the grievance, in writing, if it is not the designated representative of the grievant.

Section 7. A copy of each document presented in the course of meetings under this article shall be furnished to all other parties by the person presenting the document and shall become part of the grievance record.

Section 8. If any management official fails to render a decision within a time limit set forth in this procedure, the grievance may proceed to the next step in the procedure. If the Labor Management Relations Office fails to render a decision within the time limit set forth in this procedure, the grievance shall be sustained on a non-precedential basis.

Section 9. Failure of the grievant and/or the Guild to process a grievance to the next step within the prescribed time limits, unless an extension is granted by the Library, shall render the grievance null and void upon the expiration of those time limits on a non-precedential basis. However, should the grievance be submitted to an inappropriate management official within the prescribed time limit, it shall be forwarded by the grievant or his/her representative to the appropriate management official within that same prescribed time limit, without prejudice or penalty.

Section 10. Absence of the grievant, his/her representative, or the deciding official from the Library on leave or official absence shall constitute an automatic extension of the time limits set forth herein for the period of time of absence. At the time the grievance is filed, the Library will designate the deciding official and inform the employee and his/her representative.

Section 11. The Library agrees to make available to the grievant upon reasonable request any non-privileged, non-confidential record relevant and necessary to the presentation at each step of the grievance provided such records or data are normally maintained by the Library in the regular course of business. Unresolved issues relating to the availability of documents or staff members with relevant knowledge or information may be submitted to the arbitrator preliminarily to the hearing.

Section 12. Informal Grievance Process

A matter may be presented orally by a concerned employee, acting alone or with a representative, by a steward, or by another Guild representative to the immediate supervisor of the employee or the appropriate management official to settle the matter.

Section 13. Formal Grievance Process

Step One. Immediate Supervisor

A. The grievance must be presented in writing on the prescribed grievance form within ten (10) workdays from the date when the grievant knew, or reasonably should have known, of the condition or occurrence which prompted the grievance. The management official against whom the grievance is filed shall respond in writing within ten (10) workdays after receipt of the written grievance.

B. A written grievance alleging discrimination on account of race, color, creed, sex, sexual orientation, marital status, age, religion, national origin, or non-disqualifying disability, hereinafter referred to as a discrimination grievance, must be presented on the prescribed grievance form within twenty (20) workdays from the date when the grievant(s) knew, or reasonably should have known, of the condition or occurrence which prompted the grievance. The management official against whom the grievance is directed shall respond in writing within twenty (20) workdays after the receipt of the written grievance.

C. A grievance may be presented for mediation under the terms of Article 35 (Alternative Dispute Resolution).

Step Two. Labor Management Relations Office

A. If the grievance is not resolved in Step One or in the dispute resolution process, the grievant may present the grievance to the Labor Management Relations Office. The grievance presented to the Labor Management Relations Office shall include a copy of the appropriate form presented to the supervisor/ management official or Dispute Resolution Center, any response, and other relevant documents.

The grievance must be presented to the Labor Management Relations Office within ten (10) workdays after receipt of the supervisor/management official's response. The Labor Management Relations Office shall respond in writing within twenty (20) workdays after the receipt of the grievance. This response shall constitute the Library's final decision of the grievance.

B. A discrimination grievance must be presented to the Labor Management Relations

Office within twenty (20) workdays after receipt of the supervisor/management official's response. The Labor Management Relations Office shall respond in writing within thirty (30) workdays after receipt of the grievance.

C. Two (2) copies of the decision shall be delivered to the Chief Steward or his/her designee. The decision shall conform to the following general outline:

1. identification number and description of the grievance and date of decision;
2. brief statement of the Library's position;
3. summary of findings; and
4. decision.

Section 14. Referral to Arbitration

A. If the response in Step Two is not acceptable, within twenty (20) workdays the Guild may refer the grievance to arbitration in accordance with the procedures set forth in this Agreement.

B. If the response in Step Two to a discrimination grievance is not acceptable, within thirty (30) workdays the Guild may refer a discrimination grievance to arbitration.

Section 15. A Guild grievance is defined as a matter which affects (1) the Guild as an organization, or (2) a general condition of employment, as distinguished from a matter affecting only one individual. In the case of a Guild grievance, the Guild may, within twenty (20) workdays from the date the Guild knew, or should have reasonably known, of the condition or occurrence which prompted the grievance, submit the written grievance and any supporting documents or arguments to the Labor Management Relations Office. The Labor Management Relations Office shall render a written decision on the matter within twenty (20) workdays. The decision shall be forwarded to the President of the Guild. If the decision is not acceptable to the Guild, the Guild may invoke arbitration within twenty (20) workdays under Article 37 (Arbitration), by notifying the Labor Management Relations Office in writing of its intention to do so.

Section 16. All grievances involving common issue(s) of law or fact may be consolidated into a single grievance by agreement of the Parties, or, in the absence of agreement of the Parties, by an arbitrator at the arbitration stage.

Section 17. Library Grievance Procedure

A. Any grievance concerning a claimed breach of personnel regulation, the provisions of this Agreement, or of any other agreement entered into between the Parties must be presented orally by the Library to the Guild Chief Steward or President. If the grievance is not satisfactorily settled at the oral stage, the Library may present the grievance in writing to the Guild Chief Steward or President. The written grievance must be presented on the prescribed grievance form within twenty (20) workdays from the date when the grievant knew or should have reasonably known of the condition or occurrence which prompted the grievance. The Guild President shall respond in writing within twenty (20) workdays after receipt of the written grievance.

B. When an Adverse action pursuant to LCR 2020-3 (Policies and Procedures Governing Adverse Actions) for misconduct is taken against a Guild representative, the Library will not also

file a grievance against the Guild unless it alleges the Guild has violated a separate institutional obligation as specified in this Agreement.

ARTICLE 37. ARBITRATION

Section 1. If the Parties fail to settle any grievance processed under the Negotiated Grievance Procedure (NGP) in this Agreement, and if the decision is made to refer the matter to arbitration, either Party shall make such application within twenty (20) workdays of the final decision.

Section 2. Within five (5) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within five (5) workdays after the receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, the Parties will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly-selected arbitrator.

Section 3. In grievances the arbitrator's fee and expense shall be borne by the losing Party, except that the arbitrator may, where he/she deems the circumstances so warrant, assess the Parties a different percentage of his/her fee and expenses. In midterm bargaining impasses the Library shall pay the arbitrator's fee. In cases where timeliness is raised pursuant to Section 8 below, the Library will pay all of the arbitrator's fees for time spent hearing and deciding this issue. There may be a verbatim transcript made of the hearing, the cost of which shall be borne by the Party(s) ordering it. Normally, the arbitration hearing will be held on Library premises (LJ, LA, and LM) during the regular day shift hours of the basic work week. Guild representatives and all witnesses on behalf of the Guild shall attend the hearing on official time.

Section 4. Mini-Arbitration

For grievances, each Party may unilaterally invoke mini-arbitration for their own grievances three (3) times during the life of the contract, but no more than once every six (6) months. In all other grievances which the Parties wish to expedite, mini-arbitration shall be used by mutual agreement. For midterm bargaining impasses, upon mutual agreement, mini-arbitration shall be used with the consent of the Federal Service Impasses Panel (FSIP).

A. No transcripts shall be made and no briefs filed in mini-arbitration, though the arbitrator otherwise shall conduct the hearing in the same manner as in regular arbitration.

B. The arbitrator's decision shall be rendered within five (5) workdays of the date of the hearing. The decision shall be in writing, but it may be limited to a brief, focal-reasoning statement.

C. The decision in a mini-arbitration shall be dispositive of that case only and shall not be considered precedential, unless the mini-arbitration involves a midterm bargaining impasse.

Section 5. The arbitrator shall have no authority to change, modify, alter, subtract from, or add to, the provisions of this Agreement.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 7. The decision of the arbitrator shall be final and binding on the Parties. However, either the Library or the Guild may file exceptions to an award pursuant to 5 USC 7122.

Section 8. The arbitrator shall make timeliness determinations prior to addressing the merits of the grievance(s) before him/her. Should the arbitrator find that a grievance is untimely, the merits of the grievance need not be reached, subject to the mutual consent of the Parties to this Agreement.

ARTICLE 38. TELEWORK PILOT PROGRAM

Section 1. Purpose

A. The Library and the Guild agree to the establishment of a Telework Pilot Program pursuant to the terms of this article. The pilot shall be one year in duration commencing on the day that employees are authorized to begin teleworking, unless extended by mutual agreement of the Parties. Participation in this pilot shall be voluntary. While the Parties understand telework is not a statutory entitlement, the Library agrees that it will allow reasonable participation in this pilot program.

B. There are two basic types of telework: formal arrangements that are of a more permanent nature and are governed by the provisions of this article, except for Section 19 below; and intermittent or episodic arrangements which are intended to be a permanent program, not a pilot, as governed by the provisions of Section 21 below.

C. The Parties anticipate that this pilot will contribute to increased productivity, improvements in employee morale, job satisfaction, and reduced absenteeism.

D. All provisions of this article shall be fairly and equitably administered.

E. Full-time and part-time employees who are bargaining unit members represented by the Guild and who have permanent, indefinite, and indefinite NTE appointments, are eligible to participate in the Telework Pilot Program.

Section 2. Definitions

Official Duty Station: the official duty station of an employee participating in the Telework Pilot

Program is the employee's Library of Congress office.

Offsite Work Location: the area within an employee's home where the employee performs work for the Library.

Telework: work that is portable and easy to measure and thus may be performed at the offsite work location.

Teleworking: a flexible work arrangement that allows employees to work at the offsite work location for some part of their work week.

Section 3. Implementation

The Library agrees to establish a Joint Telework Committee to oversee the implementation and evaluation of the Pilot Program; it shall be composed of three (3) Guild members and three (3) management members. Committee members will have reasonable time to perform the work of the Committee. The Joint Committee will be set up within thirty (30) days of the signing of this Agreement.

The initial charge of the Committee will be to develop a list of tasks portable and easy to measure, reviewing bargaining unit position descriptions as necessary. At the conclusion of this review process, the Committee will make its recommendations to Library management.

After this initial review of tasks, the Committee will continue to meet as necessary. Other responsibilities of the Committee will include, but may not be limited to: preparing PAOs announcing the institution of the Telework Pilot Program; determining criteria for evaluating the pilot; reviewing data accumulated during the course of the Pilot Program; making recommendations with respect to the continuation of the Pilot Program; and consulting with the Library's Internal University on training employees and supervisors.

All bargaining unit members who perform tasks determined appropriate for telework may volunteer to participate in the Telework Pilot Program. Approval for participation in the Telework Pilot Program will be determined by management.

Within six (6) months of the signing of this Agreement, the Library shall, in accordance with the provisions of this article, implement a one (1) year Telework Pilot Program.

Section 4. Selection Process

- A. Participation in the Telework Pilot Program is voluntary.
- B. An employee may request to participate in the Telework Pilot Program by submitting a Telework Pilot Agreement to his/her immediate supervisor.

An employee's request will be reviewed based on the nature and content of his/her job and the

criteria outlined in this article:

11. The employee must be performing at a fully satisfactory level.
2. The employee must be in a position that has been designated by Library management as one which contains tasks that can be performed regularly at the offsite work location.

The supervisor must be able to ascertain through appropriate verification from the employee that the work was in fact performed at a fully satisfactory level.

The employee has not received any written counseling or been subject to an adverse action in the last 12 months.

The nature of the employee's work does not require:

- a. daily use of specialized equipment or technology that is available only at the official duty station;
- b. daily face-to-face contacts with co-workers, managers, and/or customers;
- c. use of work processes or methods which can be more efficiently performed at the employee's official duty station.

The employee is not required to provide office coverage, answer phones, receive visitors, sort mail, or provide on-site computer support on a daily basis.

The approval of the telework request will not result in insufficient qualified staff to provide office coverage.

Normally, the request will be acted upon by the first-line supervisor within ten (10) working days.

If the request is disapproved, the employee will be notified in writing, stating the reasons for the disapproval. The employee can appeal this decision to the division chief, who will consider the appeal promptly. The division chief's decision may not be appealed. Non-selection for participation in the pilot in and of itself is non-grievable. However, procedural violations of this Agreement or Library regulations are grievable.

In some organizational units, multiple employees will be eligible to work regularly at the offsite work location (i.e., multiple employees will meet the eligibility criteria outlined above). In cases where workload considerations make it impractical to allow all of these employees to participate in the Telework Pilot Program at the same time, selection shall be based on the employee's Library service computation date.

Section 5. Notification of Participation

The Parties agree that all bargaining unit members will be notified by PAOs of the opportunity to volunteer for the Telework Pilot Program described herein; employees will be given at least thirty (30) days to inform their supervisors of their desire to participate in the program.

Section 6. Training

Telework participants shall receive a degree of training and/or orientation determined appropriate

by the Library prior to starting a telework schedule.

Section 7. Telework Pilot Agreement

In order to request participation in the Telework Pilot Program, employees will be required to complete and sign a Telework Pilot Agreement. A new agreement must be completed if significant changes occur (e.g., change in work schedule, change in offsite work location, change in supervisor, and/or change in official duty station). Employees will be given copies of all documentation referenced in the Telework Pilot Agreement.

Section 8. Termination of Participation in the Telework Pilot Program

An employee may withdraw from participating in the Telework Pilot Program at any time. The Library may terminate an employee's participation in the pilot, for just cause, such as less than fully satisfactory job performance or failure to adhere to the provisions of the Telework Pilot Agreement. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal. The employee will be given advanced written notice indicating the reason(s) for ending the employee's participation in the Telework Pilot Program. He/she can appeal this decision to the division chief, who will consider the appeal promptly. The division chief's decision may not be appealed. Termination of participation in the pilot in and of itself is non-grievable. However, procedural violations of this Agreement or Library regulations are grievable.

Section 9. Work Schedule

Employees may work full or partial days at the offsite work location. The Library has determined that full-time employees shall work a minimum of three (3) days per week at the official duty station and that part-time employees shall work a minimum of sixty (60) percent of their pay-period schedule at the official duty station. Telework employees may work fixed, flexitime, complex, or maxiflex schedules. The employee's tour of duty will be addressed in the Telework Pilot Agreement. All appropriate sections of Article 21 (Hours of Duty) will apply to telework employees. Overtime/compensatory time must be approved in advance by management. Employees may only earn credit hours at their offsite work locations with the prior approval of their supervisors.

Employees in the Telework Pilot Program are expected to be available to managers, co-workers, and customers by telephone, e-mail, voice mail, or other communications media during their scheduled daily tours of duty, the same as when working at the official duty station.

Section 10. Leave

Policies and practices for requesting and using leave shall be in accordance with Article 23 (Credit Hours) and Article 24 (Leave) of this Agreement.

Section 11. Time and Attendance Administration

At the beginning of each day at the offsite work location, the employee will inform his/her supervisor that he/she is beginning to work by sending an email message to that effect. In addition, the employee will fill out a flexiregister at home and turn it in to the supervisor each

week. For purposes of timekeeping, employees participating in the Telework Pilot Program will certify each pay period times and hours worked.

Section 12. Emergency Situations

A. Official Duty Station Emergency

On a day when an employee is scheduled to work at the offsite work location and her/his official duty station building is closed for all or part of a day, the following rules apply:

1. Full day closing. The employee is not required to perform work at the offsite work location. However, if the employee voluntarily chooses to perform any work at the offsite work location, he/she is not entitled to additional compensation, such as overtime, compensatory time, credit hours, etc.
2. Late arrivals and early dismissals. On days when an early dismissal or late arrival is authorized at the official duty station, the employee is required to perform his/her full tour of duty at the offsite work location provided that he/she is able to perform those assigned duties.

B. Offsite Work Location Emergency

In the event of a local emergency situation which adversely affects the employee's ability to complete work at the offsite work location, the employee will contact his/her supervisor promptly.

If it is anticipated that the emergency will continue for all or most of the work time, the employee then may be granted annual leave, the work may be rescheduled, or the employee may be required to report to the official duty station.

If it is anticipated that the emergency will be of minimal duration, adjustments may be made to the work schedule, with supervisory approval.

2. In the event of a local emergency situation which adversely affects a telework participant's ability to commute to the official duty station (e.g., transit strike, ice storm, natural disaster), the employee may request supervisory approval for temporary telework arrangements, in lieu of leave.

Section 13. Performance Evaluation

Employees who work under the Telework Pilot Program will be evaluated in accordance with the provisions of Article 15 (Performance Evaluation).

Section 14. Equipment and Software

When determined appropriate by the Library, equipment necessary for employees to work at the offsite work location may be provided by the Library. Participants may provide their own compatible equipment, consistent with Library of Congress network and security requirements.

Examples of such equipment are personal computers, modems, appropriate software, printers, etc. If the employee provides his/her own equipment, the employee is responsible for servicing and maintaining it. Necessary manuals, such as those used by catalogers, may be loaned by the Library. The Library will not be responsible for operating costs, maintenance, or any other incidental costs (e.g., utilities) associated with the use of the offsite work location for work purposes. The Library will be responsible for authorized business-related expenses, as provided for by appropriate law and regulations.

Government-owned equipment will be serviced and maintained as determined appropriate by the Library. Employees will borrow and protect such equipment in accordance with applicable regulations. Employees must ensure that government-provided equipment and property are used only for official purposes.

The individual Telework Pilot Agreement will define the equipment/software, if any, provided by the Library. The Agreement will define liability, technical support availability, and the procedures for servicing equipment. It will also specify any requirements for number of phone lines, voice mail, business lines, and it will address long distance calls.

Any government-owned property loaned for use at the offsite work location must be returned immediately upon termination of the Telework Pilot Agreement or termination of employment.

Section 15. Safety and Inspection of the Offsite Work Location

The employee is responsible for ensuring the safety and adequacy of the offsite work location and for ensuring that applicable building and safety codes are met. This includes but is not limited to: ensuring that the electrical system is adequate for the use of government-owned equipment, ensuring that a smoke detector is present and working, and safeguarding government-owned equipment and documents from theft or damage. The employee agrees to permit periodic inspections of the offsite work location during the employee's normal working hours to ensure conformance with safety standards and other specifications in this Article. Reasonable advance notice will be given (not less than two workdays in advance of the inspection).

Section 16. Liability

The Library will not be liable for damages to an employee's personal or real property during the course of performance of official duties, or while using the government-owned equipment at the offsite work location, except to the extent the Library is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

Section 17. Accidents, injuries

The employee is covered under the Federal Employee's Compensation Act (5 USC8132) if injured in the course of performing official duties at the offsite work location. He or she shall notify the supervisor immediately of any accident or injury occurring at the offsite work location and shall complete any required forms. The employee will allow appropriate authorized representatives of the Library to investigate and inspect the offsite work location in the event of an injury.

Section 18. Guild rights

The Library will provide the Guild upon written request with the names of employees who perform work at the offsite work location.

Section 19. Reopener

In the event that the Telework Pilot Program is expanded to cover employees outside of the Guild's bargaining unit, the provisions of this article may be reopened by mutual consent of the Parties.

Section 20. Program Evaluation

The Joint Telework Committee shall begin to evaluate the Pilot and to formulate recommendations concerning its implementation as a Program no less than thirty (30) days before the conclusion of the Pilot. Within 60 days of the completion of the Telework Pilot Program, the Committee will complete its evaluation and make its findings and recommendations to the Library. Should the Library determine that a permanent Telework Program be implemented, it will meet, discuss, and bargain with the Guild pursuant to Article 8 of this Agreement.

Section 21. Intermittent or Episodic Offsite Work

This section replaces LCR 2014-8 (Policy on Library Staff Members Working at Place of Residence (Home)).

Apart from the Telework Pilot Program described in the sections above, the Library may offer staff the opportunity to work at an offsite work location on an intermittent or episodic basis, in response to the Library's need, or in response to a staff member's special request, such as a request made under the Library's rules and regulations accommodating employees' health needs, or under the provisions of this Agreement. Offering the opportunity to work at an offsite work location under such circumstances may be terminated for just cause.

Service unit heads, directors of infrastructure units, or their designees, retain authority to determine the appropriate conditions for bargaining unit staff working offsite. They may grant advanced approval to staff for working at an offsite work location under the following conditions: The supervisor determines that the work to be done can be accomplished efficiently and effectively at an offsite work location.

The supervisor can estimate the approximate amount of time required to do the work.

The supervisor can ascertain through appropriate verification that the work was in fact performed at a fully acceptable level.

If a staff member finds that he/she is in a situation where he/she needs to work at home, the staff member may make a written request to his or her immediate supervisor to work on an intermittent basis at an offsite work location by submitting Form LW 142, including the supporting justification establishing eligibility, as stated above in this section. The immediate supervisor shall forward the form to the division chief for prompt consideration. If the request is denied at any

point during the approval process, the staff member shall be notified promptly on Form LW 142 of the reason(s) for denial. Denial of the request may be appealed only to the next higher level of authority. If the denial is sustained, the staff member shall be notified promptly on Form LW 142 2/81. The decision may not be appealed further. Denial in and of itself is non-grievable. However, procedural violations of this agreement or Library regulations are grievable.

When the Library wishes an employee to work at the offsite work location, the Chief will consult with the affected staff member to ascertain whether or not he/she is willing to work at home. If the staff member is agreeable, the division chief shall submit Form LW142, Authorization for Library Staff to Work Offsite, identifying the staff member who will be working offsite and the inclusive dates for such work, to the service unit head or infrastructure unit director for final approval.

All requests for authorization to work overtime or compensatory time at an offsite work location on an intermittent or episodic basis must be approved in advance in accordance with Article 22 (Overtime). Requests to work Credit Hours will be made in accordance with Article 23 (Credit Hours).

Section 22. Employee rights

Nothing in this article shall be construed to preclude an employee from exercising his/her rights under Article 4 (Equal Employment Opportunity), Article 35 (Alternative Dispute Resolution), or Article 36 (Negotiated Grievance Procedure) with respect to the application of this articles' provisions.

ARTICLE 39. COPIES OF THE AGREEMENT

Section 1. The Parties agree to meet within ten (10) days of the signing of this Agreement to compile an index, which will be attached to copies of this Agreement. The Library agrees to print the Agreement, the cost of said printing to be borne by the Library. Copies of this Agreement shall be provided by the Library to each employee within the bargaining unit and to all employees entering on duty within the bargaining unit after the date of this Agreement. Upon request, the Library shall furnish a copy to any employee. The Guild shall be furnished with five hundred (500) copies.

ARTICLE 40. DURATION OF THE AGREEMENT

Section 1. This Agreement will remain in effect for three (3) years from the date of approval. For the purpose of this Agreement, the three (3) year duration shall be effective upon signatures by the Librarian of Congress and representatives of the Guild. It shall be automatically renewed for one (1) year periods unless either Party gives the other Party written notice of its intention to renegotiate this Agreement no earlier than one hundred five (105) days and no later than sixty (60) days prior to its termination date.

Should renegotiations be initiated under the above procedures, each Party may reopen up to six (6) articles and offer new articles on matters not addressed in this Agreement. The Parties agree to commence negotiations over ground rules no later than ninety (90) days after the above conditions have been met. Failing approval of a new Agreement by its expiration date, the present Agreement shall remain in full force and effect until such time as a new Agreement has been approved and ratified by the Parties.

During the life of this Agreement, each Party may reopen up to three (3) articles. In such instances the Party wishing to reopen shall give the other Party no less than thirty (30) days written notice. The notice will include a copy of the reopened article(s) along with proposed changes. Such negotiations shall otherwise be held in accordance with the provisions of Article 8 (Midterm Bargaining).

Section 2. During the life of this Agreement, there shall be no individual agreements, understandings, or practices contrary to the specific terms and provisions of this Agreement, unless such agreements, understandings or practices have been reduced to writing and signed by a duly authorized representative of the Labor Management Relations Office and the Guild.

Section 3. It is agreed that during the life of this Agreement, any article in this Agreement may be reopened only by mutual consent, unless otherwise stated in this Agreement. If during the life of this Agreement, a law issued from higher authority invalidates, or requires an amendment to, any part of this Agreement or any supplement hereto, the Parties agree to meet within a reasonable time to negotiate the mandated change.

Section 4. To the extent that provisions of LCRs are in direct conflict with this Agreement, the provisions of this Agreement shall govern.

Section 5. It is understood that Supplements to this Agreement are incorporated into the Agreement and subject to the provisions of Section 4 above. These Supplements include:

- Merit Selection Plan;
- Risk Assessment Code;
- LCR 2016-1 (Position Classification Organization);
- LCR 2016-2 (Position Classification Appeals);
- LCR 2025-8 (Americans With Disabilities Act) and Agreement: Implementation of Americans with Disabilities Act; and
- LCR 2015-21 (Family and Medical Leave Act) and Agreement: Implementation of Family Medical Leave Act
- Telework Pilot Agreement

**Collective Bargaining Agreement between the Library of Congress
and
The Library of Congress Professional Guild
AFSCME Local 2910**

For the Guild

Peter Inman
Chief Negotiator

James Foster Reding
Deputy Chief Negotiator

John Kent Dunlap
Member, AFSCME Team

Melinda K. Friend
Member, AFSCME Team

Maureen Moore
Member, AFSCME Team

For the Library

Beacher J. E. Wiggins
Chief Negotiator

George B. Chiasson
Member, Management Team

William De Blander
Member, Management Team

Deborah Pierce
Member, Management Team

Margaret N. Wayne
Member, Management Team

This Agreement is hereby approved and acknowledged this 16th day of April, 2002.

Saul Schniderman
President, AFSCME Local 2910

James H. Billington
Librarian of Congress

The Guild wishes to acknowledge the contributions of Nan Thompson Ernst, Laura Lee Fischer, Darren Jones, and Jasmina McNew.

The Library wishes to acknowledge the contributions of Robert Browne, Dr. Sandra Charles, Laura Christian-Sullivan, Jessie James Jr., Robert Lincoln, Cassie Martin, Debra Murphy, Leonard Scott, Lisa Whitmer and Susan Wolfe (management team alternate).

APPENDICES

LIBRARY OF CONGRESS MERIT SELECTION AND PROMOTION PLAN

June 19, 2001

I. PURPOSE

This plan implements the policies and procedures for merit selection actions in the AFSCME Local 2910 (Guild) and for professional and administrative positions in the Congressional Research Service Employees Association, IFPTE Local 75 bargaining units.

II. OBJECTIVE

The objective of this Merit Selection and Promotion Plan is to ensure that merit principles are applied in an equitable manner to applicants for employment; to select those candidates best qualified and to provide an incentive for all employees to pursue a career in the Library based on the excellence of their performance and development of their knowledge, skills, and abilities through an orderly and fair consideration for vacancies in bargaining unit positions. Selections will be made solely on the basis of merit, fitness, and qualifications and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, age, sexual orientation, national origin, non-disqualifying disability, or other non-merit factor.

III. DEFINITIONS

Applicant questionnaire: System generated questions, based on the final identification of tasks and education by the Job Analysis SME Panel, designed to measure experience and training in relation to the requirements of the position being filled. Eligibility questions are also on the questionnaire.

Area of Consideration - the area, organization, or group of organizations in which an intensive search is made for eligible candidates to fill vacancies in the positions covered by a merit employment plan.

Benchmark Anchors: System generated criteria for evaluating responses to interview questions. These criteria are grouped into six levels - - outstanding, superior, fully acceptable, less than fully acceptable, unacceptable, and no experience or evidence of experience.

Crediting Plan - a plan used to rate all eligible candidates who are required to compete under this Plan. The crediting plan describes the quality levels for the knowledge, skills, abilities and other characteristics necessary for successful performance in the position being filled.

Evaluation of Candidates is the process of assessing the degree to which candidates possess the knowledge, skills, abilities and other characteristics needed for successful performance in the position to be filled.

Job Analysis - the process of identifying the knowledge, skills, and abilities and other characteristics essential to the position in order to provide a job-related basis for evaluation and selection for that position.

Quality Ranking Factors - job-related knowledge, skills, abilities and other characteristics used to evaluate qualified and eligible candidates for a position.

Selecting Official - the individual authorized to make a selection for the position to be filled, subject to the final approval of an official with appointing authority.

Subject Matter Experts (SMEs) - individuals who are performing, have performed or are very knowledgeable of the responsibilities of the position being filled, and who are at or above the grade level of that position. SMEs serve on job analysis and interview panels. Applicants for the position to be filled cannot serve as SMEs for that position. The Service Unit appoints at least two subject matter experts for each panel. The Library has determined that incumbents shall be fairly represented on each job analysis panel of subject matter experts, and in no instance shall there be less than one incumbent subject matter expert, unless there is in fact no incumbent, or all incumbents decline to serve.

Vacancy Announcement - the announcement of a position or positions which are available to be filled.

Weights - relative values assigned by the Job Analysis SME Panel to indicate the importance of each task or educational requirement in the rating of the applicant questionnaire.

Human Resources Specialist - an individual who is primarily responsible for the integrity of the selection process and who ensures that the selection and documentation comply with the provisions of this Plan.

IV. RESPONSIBILITIES

Supervisors/Selecting Officials are responsible for:

- 1) Anticipating staffing needs and initiating action to allow for timely recruitment or selection in accordance with this Plan;
- 2) Ensuring the currency and accuracy of position descriptions for all positions to be filled under this Plan; and
- 3) Applying the principles and requirements of this Plan

Management Officials are responsible for applying merit principles, including the principle of equal employment opportunity, in filling vacancies. They will be held accountable for actions that violate law, regulations, or this employment plan.

Director of Human Resources Services and staff are responsible for implementing and administering this Plan. Specific responsibilities include, but are not limited to:

- 1) Training supervisors and informing employees of the requirements and objectives of the Plan;
- 2) Establishing, maintaining, and keeping secure necessary files and records to permit answering inquiries and reconstructing merit employment and promotion actions for a minimum of two years from the date of selection or cancellation of the vacancy announcement;
- 3) Directing the job analysis process for the identification of knowledge, skills and abilities for the positions being filled;
- 4) Issuing and publicizing vacancy announcements, taking into account equal employment opportunity and affirmative action objectives;
- 5) Assisting management in targeted recruitment efforts;
- 6) Ensuring that policies and procedures do not screen out minorities and women on a discriminatory basis;
- 7) Screening candidates against eligibility requirements for positions;
- 8) Advising panel members and selecting officials of their duties and responsibilities and participating as a technical advisor;
- 9) Administering a system which ensures that all candidates who apply under a vacancy announcement are notified of results;
- 10) Making official offers of employment; and
- 11) Informing employees periodically of the Merit Selection and Promotion Plan and any procedural changes, and advising them of where they may review or obtain a copy of this Plan;
- 12) Notifying affected unions of any changes to the Merit Selection Plan;
- 13) Notifying the affected union when a position description is changed in connection with job analysis;
- 14) Notifying the affected unions within 5 work days in the event that the posting process is canceled or curtailed, including the reasons for cancellation or curtailment.
- 15) Notifying the appropriate labor organization with the names of all SMEs within 5 days of their selection. Every reasonable effort will be made to assure that the panel reflects the diversity of the Library's workforce, by including women, minorities, and persons with disabilities on panels.
- 16) Notifying the appropriate labor organization within five workdays of all selections. The notification will also specify the name of the selectee, the title of the job and its grade, the organizational unit, and the term of appointment.

Reviewing Selection recommendations for conformance with merit principles, other

Library regulations and affirmative action goals, as defined by the MYAEP or the AA/SPO.

Subject Matter Experts Serving on Job Analysis Panels are responsible for:

- 1) Applying their subject matter expertise to determine: the major duties of the position being analyzed and the knowledge, skills, abilities, and other characteristics necessary to perform those duties and to develop a rating instrument which measures levels of proficiency in the KSAOs;
- 2) Maintaining confidentiality of all documentation developed during the analysis process; and
- 3) Disqualifying themselves from serving on a job analysis panel if, to do so, would create a conflict of interest or the appearance of such conflict, e.g., the employee's relative is an applicant for the vacancy.

Subject Matter Experts Serving on Interview Panels are responsible for:

- 1) Conducting the interview; documenting the interview process; ensuring that the interview process is conducted according to interview training; ensuring that necessary documentation is maintained; scoring interviewees using benchmark anchors.
- 2) Maintaining confidentiality of all documentation developed during the interview process; and
- 3) Disqualifying themselves from serving on an interview panel if, to do so, would create a conflict of interest or the appearance of such conflict, e.g., the employee's relative is an applicant for the vacancy.

Employees are responsible for:

- 1) demonstrating that they have the knowledge, skills, abilities, and other characteristics necessary to qualify for positions for which they desire consideration; and
- 2) submitting the required application forms for vacancies in which they have an interest and for which they qualify, and for submitting the application forms no later than the closing date of the vacancy announcement, except as provided for in Section VI.

V. APPLICABILITY OF COMPETITIVE SELECTION PROCEDURES

Unless specifically excepted in the appropriate Collective Bargaining Agreement, all merit selection actions for bargaining unit positions are subject to competitive selection procedures.

VI. OPERATING PROCEDURES

OVERVIEW

These procedures implement Amended Appendix B, Library of Congress Selection Process dated January 5, 2001. They are designed to ensure that selections made under this plan are made from among the best qualified candidates based on job-related evaluation criteria. The selection process consists of the following phases: position description; job analysis; announcement; rating and ranking; structured interviews; and selection decision. Subject Matter Experts (SMEs) are used in the Job Analysis and Structured Interview phases of this process. Every reasonable effort will be made to assure that the SME Panels reflect the diversity of the Library's workforce, including women, minorities, and persons with disabilities.

A. POSITION DESCRIPTION PHASE

1. Service Unit (SU) determines need and gets fiscal approval to post position.
2. When a position is to be filled, the Selecting Official (SO) will access the position description in the automated system to review and update the position description. The SO (if he or she has personal knowledge of the appropriate tasks) or the position supervisor may add tasks to cover the full range of the job. For new positions or significantly changed positions, the SO will draft a new position description. Upon completion of the position description review step, the SO will sign the Supervisory form (OF8) to indicate the accuracy of the position description certification. The position description is then reviewed and approved in accordance with the internal procedures of each Service Unit.
3. The position description and the OF8 form are forwarded to the HRS Specialist. If the position description is new, it is classified. If the position description is unchanged or updated it is certified by the HRS Specialist.
4. The classified/certified position description is sent to the Selecting Official through Service Unit channels.
5. The Selecting Official contacts the HRS Specialist in Staffing and submits a request to post and fill the position.

The Affirmative Action/Special Projects Office (AA/SPO) determines underrepresentation and a recruitment plan is developed and then reviewed by the Selecting Official in conjunction with the HRS Specialist. This Plan identifies areas and degrees of underrepresentation, as well as internal and external

recruitment strategies designed to attract members of underrepresented groups.

JOB ANALYSIS PHASE

The HRS Specialist then assembles a Job Analysis SME Panel made up of at least 2 Subject Matter Experts (SMEs), with actual knowledge of the position being filled, and the Selecting Official. The HRS Specialist provides the group with:

- a. certified position description
- b. draft vacancy announcement (task list and linked KSAOs)

draft applicant questionnaire

OPM's Qualification Standards basic requirements for the series including any positive education, licensing, or certification requirements

draft crediting plan

draft job analysis worksheet

2. Following the instructions of the HRS Specialist, the Job Analysis SME Panel creates:

- a. Final Applicant Questionnaire

- i). The Panel reviews for reference purposes OPM Qualification Standards for the series and determines:
 - any licensing or certification requirements
 - any positive education requirements ¹
- ii). The Panel rates tasks and positive education requirements as to their:
 - A. importance
 - B. requirement at entry

Tasks which are not sufficiently important or are not required at entry are deleted.

Positive education requirements which are not sufficiently important or not required at entry are deleted.

¹ Positive education requirements exist when the OPM Qualification Standards require some amount of education necessary to be qualified for the job series and the designated amount of education has no experience substitute. The Panel determines whether the positive education requirements will be incorporated in the task for evaluating applicants.

Of the remaining tasks, the Panel will finalize which are to be evaluated using the applicant questionnaire. The Panel will consider the relative importance of the tasks selected, their coverage of the job duties and the extent to which they can be evaluated using the automated system.

The final list of tasks and positive education requirements is determined and the applicant questionnaire is generated by the automated system.

b. Final Crediting Plan

The Panel rates knowledge, skills, abilities, and other requirements (KSAOs) of the final list of tasks generated by the system as to their importance to perform the duties of the position and as to their requirement at entry.

- i) Based on the ratings, KSAOs which are not sufficiently important or are not required at entry are deleted. Of the remaining KSAOs, the Panel will select 7 - 10 KSAOs to be evaluated in the interview. The Panel will then consider the relative importance of the KSAOs selected, their coverage of the job duties and the extent to which they can be evaluated using the automated system.

Final Interview Questions and Benchmark Anchors

- i). The automated system generates the interview questions and benchmark anchors for the 7 - 10 final KSAOs.
- ii). The Panel reviews the interview questions and their benchmark anchors to be used when scoring the interviews.

ANNOUNCEMENT PHASE

1. The automated system generates final documents including: vacancy announcement, crediting plan, applicant questionnaire, and job analysis work sheet which are reviewed by the Job Analysis Panel.
2. The HRS Specialist ensures the accuracy of these documents.
3. HRS Specialist posts vacancy and distributes to sources identified in the recruitment plan. Targeted recruitment efforts will be undertaken based on the underrepresentation determined in A. 6.
4. Vacancy Announcements are distributed to all labor organizations, service

units, divisions, and offices within the Library for timely posting on their bulletin boards. Simultaneously, announcements are placed on the Library's official bulletin boards maintained by Human Resources. Human Resources will ensure that employees with visual impairments are provided access to vacancy announcements.

5. Vacancy announcements will remain open for a minimum recruitment period of ten (10) work days unless a longer posting period is requested or required under the recruitment plan under A.6. Closing dates may be extended in increments of five (5) workdays or more.
 - a. Vacancy announcements remain open to receipt of applications until the posted closing date. At any time during the posting process an applicant may obtain information concerning the status of the Vacancy Announcement from the automated system or from Human Resources.
 - b. If a vacancy announcement has been closed to the receipt of applications, employees who are on official leave or excused absence for the entire period of that vacancy announcement was open may submit their applications by the close of business of the third (3rd) workday after the vacancy announcement has closed.
7. One day prior to the scheduled closing date of the vacancy announcement the HRS Specialist will conduct a Level II Affirmative Action Review to ensure the applicant pool is sufficiently diverse. When necessary, AA/SPO, in consultation with the Selecting Official, will recommend steps to increase the diversity of the pool (e.g., extend the posting period, expand recruitment efforts.)
8. Vacancy announcements shall include, but not be limited to, the following:
 - a.. Vacancy announcement number;
 - b. Opening date;
 - c. Closing date;
 - d. Title of Position, Position Series, Position Description Number, Work Schedule (including alternative work schedule options), Grade, Salary Range, Appointment Tenure;
 - e. Tour of Duty (hours, special shifts);
 - f. Career Ladder Promotion Plan;
 - g. Organization and Geographic Location of the position;
 - h. Statement that the vacancy is a unit position; and if so, which bargaining unit;
 - i. Number of vacancies at the time of posting, with a stated

reservation by the Library to fill a lesser or greater number of vacancies;

- j. Summary of Duties;
- k. Eligibility Requirements;
- l. Positive Education Requirements, if applicable;
- m. License or Certification Requirements, if applicable;
- n. Knowledge, skills, abilities and other characteristics (KSAOs)

List of Required Documentation that must be submitted

Security clearance required, if any;

- q. Area of Consideration;
- r. Statement that the Library is an equal opportunity employer;
- s. If the Vacancy Announcement is reposted, the first Vacancy Announcement will be referenced and a statement included that will list the changed requirements, if any, and information on whether or not applicants must reapply;
- t. Description of Evaluation Process;
- u. Physical requirements, if applicable;
- v. Essential functions of the job;

How to apply for the position, both paper and on-line;

- x. Tests required; and

A statement whether relocation expenses will or will not be paid for applicants.

9.Method of Applying

Applicants will use an automated system or a “Job Kit” available from the Library to submit their OF 612, SF171, or resume and a self-rated applicant questionnaire.

- i) Human Resources will, upon request, provide applicants with a copy of the vacancy announcement, an OF 612 and applicant questionnaire. Human Resources will scan into the automated system resumes, OF 612s, and applicant questionnaires submitted on or before the closing date of the vacancy announcement. All scanned material will be checked by Human Resources for its accuracy.

All required application material stated on the vacancy announcement must be either submitted online or received by HRS on or before the final closing date.

RATING AND RANKING PHASE

- 1. The automated system uses the self-rating applicant questionnaire to evaluate each applicant’s basic eligibility criteria which is restricted to (i)

specifically agreed upon objective criteria (e.g., completion of application; timely submission of application and supporting documentation) published in advance in the vacancy announcement and (ii) licensing criteria developed by the Job Analysis SME Panel and published in the vacancy announcement.

- a. i) For online applicants, once the applicant has completed the basic eligibility section of the self-rated questionnaire, the system will notify the applicant of his or her eligibility determination. If eligible, the automated system will prompt the applicant to complete the rest of the self-rated questionnaire.

For applicants submitting their applications in hard-copy format (i.e., using the “Job Kits”), Human Resources will review all documents for completeness and issue a receipt.

- b. For online applicants, after the self-rated questionnaire is completed, the system will inform the applicant that his/her submission was successful.

Each self-rating is weighted by the importance rating for that task or education requirement made by the Job Analysis SME, Panel resulting in a composite weighted experience score.

The automated system generates a list of the top seven applicants plus tied scores. Prior to receiving the referral list and applications for interviews, the Selecting Official may request a larger pool. When, however, a Selecting Official intends to make more than one selection from a vacancy announcement he or she, prior to receiving a referral list, shall request that more than seven names be referred. Human Resources prepares the referral list with these candidates plus any AA/SPO additions². The Selecting Official will be notified as to the number of applicants to be referred prior to the issuance of the of the referral list. If the referral list is less than seven, the Selecting Official may extend the posting period in an attempt to increase the pool of eligible applicants.

All referrals will be based on the automated system results.

² The list of candidates to be referred is reviewed by the AA/SPO to determine if the pool is sufficiently diverse. If not, when possible, additional applicants will be referred for interview using the automated system ratings. “Sufficient divers[ity] is determined by examining the recruiting plan for the position created in A.6. above. It may not be possible to include additional applicants if 1) the applicant pool does not include applicants that would increase diversity or 2) if the diverse applicant did not score at least a “minimally acceptable” on all KSAOs on the applicant questionnaire. Any applicant with a score between the “diverse” applicant and the score of the seventh lowest applicant must be added to the referral pool if a “diverse” applicant is added.

The list of applicants referred shall be in alphabetical order with no reference to the automated system results.

The HRS Specialist verifies which of the applicants are still available for hire and refers them for interview.

Documentation of unavailability for interview shall be maintained.

For every applicant declining an interview, or who withdraws after the referral of the finalists list, the Selecting Official may request an additional referral as long as the applicant being referred scores at least a “minimally acceptable” on each KSAO on the applicant questionnaire..

E. STRUCTURED INTERVIEW PHASE

The structured interview is intended to verify the applicant’s training and experience and to identify best qualified applicants. Using standard procedures and questions developed in advance of the posting and asked of all applicants, the interview will verify some of the experience self ratings provided in the applicant questionnaire.

The structured interview will be conducted by the Selecting Official and at least two additional Subject Matter Experts. One of the SMEs, other than the Selecting Official, will act as the Chairperson of the Panel. This person will ensure that the interview process is conducted according to interview training and will ensure that appropriate documentation is produced outlining the interview process.

Interview training will be provided to the Selecting Official, SMEs, and HRS Specialist prior to the interviews.

Structured interviews will be conducted using the interview questions and benchmark anchors developed in the job analysis. Interviewers will be provided with the applicants’ application, resume, SF171 or OF 612.

The HRS Specialist will ensure that interview training has been provided to all participants prior to conducting any interviews, ensure that the room in which the interview is to be conducted is set up appropriately, and respond to any questions the interviewers may have prior to the interviews commencing.

All applicants will be asked during the interview whether or not their references may be contacted. If the applicant grants permission to contact their references they will be asked if they have any reason to believe that their references may

provide negative information. The applicant will be provided an opportunity to explain orally during the interview and/or through documentation they provide to the Selecting Official within three (3) work days of the interview an explanation for a potentially negative reference. The applicants will be advised that their references will only be contacted with permission and only when the applicant has been determined to be among the list of “finalists” as defined below.

The Interview SME Panel will independently score the interviews using the benchmark anchors. The scores will be based on a scale of 0 - 5 (5 = outstanding; 4 = superior; 3 = fully acceptable; 2 = less than fully acceptable; 1 = unacceptable; and 0 = no experience or evidence of experience.) The interviewers will then meet with the HRS Specialist who will facilitate a discussion of the justifications for their ratings.

If an applicant receives a zero rating from any interviewer on a KSAO, the Panel must discuss whether the applicant should be considered further in the selection process. All interviewers must agree on a decision to disqualify on this basis and must document the basis for the disqualification.

Following any discussion above, interviewers will make final ratings independently.

The final interview score for each applicant will then be computed by totaling all KSAO scores for all the interviewers and dividing that total score by the total number of KSAOs multiplied by the total number of interviewers.

For example, if there are:

3 interviewers

10 KSAOs and

Total of all KSAO scores of all interviews = 120

Then final interview score = $120 \div (10 \times 3 = 30) = 4.0$

The final interview score will be computed to the first decimal and rounded to the next highest if the second decimal is .05 or greater (e.g., 3.05 would become 3.1).

Otherwise, the second decimal is truncated (e.g., 3.22 would become 3.2).

Rounding will not be done if the rounding will result in an applicant receiving a final score of 3.0 rather than a score of 2.9.

With the approval of the Human Resources Services Director additional applicants may be referred for an interview prior to the selection decision. The HRS Director’s approval will be granted only when the interview stage fails to result in 3 or more applicants deemed “fully acceptable” or higher (3.0 or higher) based on the final interview score.

The Selecting Official is responsible for choosing the successful applicant(s) from

among those applicants scoring 3.0 (fully acceptable) or higher on their final interview score (finalists). In no case shall a Selecting Official be expected to select an applicant where the top scorer received a final interview score of less than 3.0.

F. SELECTION DECISION

References will be checked by the Selecting Official or his/her designee using the reference check form for applicants eligible for selection. References will be checked only on finalists who have granted permission to contact their references.

The Selecting Official will choose from among those applicants eligible for selection by weighing such factors as organizational needs, reference information, and the applicants' ratings on the most important experience areas for the position as identified by the job analysis.

Selection documentation is reviewed by the HRS Specialist and the AA/SPO. (Level III AA Evaluation).

Selection documentation will be prepared by the Selecting Official to explain the reason the successful applicant was selected and the reason(s) other finalists were not selected. After the structured interview process is completed, a personnel action for the proposed selected applicant(s) is submitted thorough LEADS. The automated system notifies the Security Office that the selection is ready for review.

Any additional selections and all appointments must be made within 90 days of issuance of the referral list. The Selecting Official may request in writing to the Director of Human Resources that additional time be allotted. That request must contain the extenuating reason(s) requiring an extension of time. The Director shall notify the selecting official expeditiously approving or disapproving the request.

VII. NOTIFICATION OF APPLICANTS

- A.. The Library shall notify the person(s) not selected when the personnel action recommendation (PAR) has been approved.
- B. . Upon request, a Library official will meet with, or provide written information for, unsuccessful candidates who are members of the Guild or CREA bargaining units to discuss with them or provide information explaining why they were not selected,

and suggesting courses of action which might lead to successful upward mobility or career enhancement in the future.

- C. The Library may notify the recommended candidate that he or she has been recommended, subject to final Library approval and any necessary pre-employment security clearances, as soon as the recommendation decision has been made.

VIII. DOCUMENTATION AND RECORD KEEPING

1. All documentation for content validity will be maintained in the automated system. At the conclusion of the selection process, a report will be compiled that will include documentation developed and maintained at each step of the Library's merit selection process. The Library bears responsibility for maintaining the confidentiality of all documentation. Merit selection files will be maintained for two years from the date of selection or cancellation of a vacancy. If a grievance or other complaint or dispute is filed regarding the action, the file shall be maintained until the conclusion of the case, including any appeals. An employee and/or his/her representative or labor organization steward or officer will be permitted to post-audit selection records, in accordance with applicable law. The merit selection files shall comply with the record keeping provisions of the Uniform Guidelines on Employee Selection Procedures, 29 CFR Section 1607.15 and must contain:

1. Request for Vacancy Announcement
2. Copy of Vacancy Announcement
3. Copy of position description
4. Copy of Affirmative Action Recruitment Plan
5. All applications and attachments received from applicants.
6. Copies of all correspondence with applicants (including e-mail)
7. AA Level II Review
8. System-generated diversity report on overall applicant pool
9. Vacancy control record listing all applicants and their scores
10. Job Analysis SME Panel documentation
11. List of scores from highest to lowest
12. Referral list of interviewees
13. Copy of interview questions
14. Selecting official's and SME's interview forms (Interview Panel documentation)
15. Narrative justification for selection
16. Justification of all non-selections of interviewed candidates
17. Reference checks
18. AA/SPO final review and assessment of merit selection action and its effect on the Library's EEO profile (AA Level III Review)

Merit promotion records will be safeguarded and not released to unauthorized persons. Information sent to authorized persons will be placed in sealed envelopes marked "Confidential - for addressee only".

IX. KEEPING EMPLOYEES INFORMED

The objective of this Plan is to provide merit employment and promotion opportunities to the most comprehensive area possible with equity for all employees. For this reason, it is imperative that employees become fully informed of this Plan, which can have a meaningful impact on their careers. A copy of this Plan will be available to every employee. New employees will receive this information as part of their orientation to the Library.

EMPLOYEE QUESTIONS AND COMPLAINTS

Employees should contact their supervisors, human resources representative or their union when any questions or complaints arise regarding either the merit employment and promotion plan in general or a particular position for which they applied. Generally, most problems or concerns can be resolved through this exchange of information. A formal complaint may be submitted through the negotiated grievance procedures, or through the Library's equal employment opportunity complaint procedures.

Grievances arising over the application of the provisions and requirements of Collective Bargaining Agreement (CBA) Articles and this Merit Selection Plan will be governed by existing CBA language.

Any applicant may inquire in writing to Human Resources as to their total score for any vacancy for which he/she has applied. Following this request to Human Resources, an applicant for a position will be informed of the total number of points he/she received, the cutoff score for the referral list, and the name of the selectee, if any.

There will be a central point of contact within Human Services to whom applicants may submit questions, and receive information concerning their applications. HRS shall publicize the identity of the central point of contact and how to contact that person or persons to present inquiries. Service Units may also, as they determine necessary, identify central points of contact within the Service Unit for this purpose.

XI. ANNUAL REVIEW

The Library will conduct an annual review of the merit employment process, the results of

which will be discussed with the labor organizations.

XII. AGREEMENT TO THE MERIT SELECTION PLAN

- A. The Parties have agreed to the procedures embodied in this Plan. In the event that unforeseen adverse impact becomes evident within one year of the implementation of these procedures, upon the request of either Party, the Parties shall meet to discuss and attempt to resolve those new issues. Neither Party by agreeing to these procedures, waives any current or future bargaining rights afforded by contract or law.
- B. At the end of 90 days from the implementation of these procedures, the Library will meet with the affected labor organization(s) to provide an assessment of positions filled using these procedures.

XIII. MEETING WITH EMPLOYEES

As soon as practicable after signing the Agreement, each labor organization will be permitted to hold 2 meetings with bargaining unit members to explain the terms of this Agreement. The meetings will be held on core days in the West Dining Room, Dining Room A, or a room of comparable size. Employees will be granted one hour of official time to attend this meeting.

XIV. MISCELLANEOUS PROVISIONS

- A. Any position description changed as a result of job analysis will become the position description of record for all incumbents in that position. If new or additional knowledge, skills, abilities, or other characteristics are added to the PD, the Library shall provide appropriate training to the incumbents as determined by the Library, within a reasonable time period to assure that can meet the new qualifications.
- B. Any classification changes resulting from job analysis shall apply to incumbents of that position.
- C. The document "AA Review and Analysis" will be attached to the Merit Selection Plan. (Attached)
 - 1. Tests, including physical tests, should be validated.
 - 2. A Library of Congress employment web page will be maintained, highlighting employment opportunities.

AA Review and Analysis

The Library shall conduct affirmative action reviews and analyses at the following stages of the competitive selection process:

- Level I Review

AA/SPO determines underrepresentation in the position being posted. Recruitment plan is developed and then reviewed by the Selecting Official in conjunction with the HRS Specialist. This Plan identifies areas and degrees of underrepresentation, as well as internal and external recruitment strategies designed to attract members of under represented groups.

- Level II Review

One day prior to the scheduled closing date of the vacancy announcement the HRS Specialist will conduct a Level II Affirmative Action Review to ensure the applicant pool is sufficiently diverse. If not, AA/SPO, in consultation with the Selecting Official, will recommend steps to increase the diversity of the pool (e.g., extend the posting period, expand recruitment efforts.)

- Level III Review

Selection documentation is reviewed by the HRS Specialist and the AA/SPO.

RISK ASSESSMENT CODE

Each identified unsafe condition or act shall be reviewed for its potential impact on people, facilities, operations and the collections to establish a priority for ranking the situation for corrective action. A of hazard severity and mishap probability defines the overall Risk Assessment Code (RAC).

"Hazard severity" is an assessment of the worst potential consequence, defined by degree of injury, occupational illness or property damage which is likely to occur as a result of a deficiency. Hazard severity categories are assigned by Roman numeral according to the following criteria:

Category I - **Catastrophic**: Hazard may contribute to death, or loss of a facility;

Category II - **Critical**: Hazard may contribute to severe injury, severe occupational illness, or major property damage;

Category III - **Marginal**: Hazard may contribute to minor injury, minor occupational illness, or minor property damage;

Category IV - **Negligible**: Code violation probably would not affect personal safety or health, but is a violation of safety and/or occupational health codes.

"Mishap Probability" is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability is usually assigned an Arabic letter according to the following criteria:

Subcategory A - Likely to occur immediately or within a short period of time;

Subcategory B - Probably will occur in time;

Subcategory C - May occur in time;

Subcategory D - Unlikely to occur.

"Risk Assessment Code (RAC)" represents the degree of risk associated with a safety or occupational health deficiency and combines elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help develop hazard abatement priorities.

MISHAP PROBABILITY

RAC

	A	B	C	D	1---Critical
I	1	1	2	3	2---Serious
II	1	2	3	4	3---Moderate
III	2	3	4	5	4---Minor
IV	3	4	5	5	5---Negligible

"Abatement" means the alleviation of an identified unsafe or unhealthful working condition. If the unsafe or unhealthful condition cannot be eliminated or reduced to an acceptable level within 30 days of its discovery, a hazard abatement plan shall be developed.

LIBRARY OF CONGRESS REGULATIONS

LCR 2016-1

SUBJECT: Position Classification and Organization Program in the Library

SERIES: 2016 Classifications of Library Position	STATUTORY AUTHORITY: 2 U.S.C. §136	RESPONSIBLE OFFICE: Human Resources Services
ISSUE DATE: April 30, 1982	REVIEW DATE: April 30, 1984	SUPERSEDES: February 2, 1973, issuance of LCR 2016-1; September 3, 1965 issuance of LCR 2016-2; and September 24, 1970 issuance of LCRs 2016-3, 2016-4, and 2016-5

Contents:

Section 1. Purpose

Section 2. General Coverage

Section 3. Delegation of Classification Authority

Section 4. Definitions

Section 5. Responsibilities and Procedures for Preparing and Maintaining Descriptions

Section 1. Purpose

This Regulation sets forth the Library's policies and procedures for the operation of the position classification and organization program in the Library, except for supergrades (see LCR 2010-4, The Librarian of Congress Executive Assignment Council) and classification appeals (see LCR 2016-2, Position Classification Appeals), and specifically assigns responsibilities for the various aspects of the program.

Section 2. General Coverage

This Regulation covers, where applicable, all positions in the Library (those paid from both appropriated and non-appropriated funds) which fall under the General Schedule (GS); the Federal Wage System (WG and related designations); the Library's administrative system (GT); and special legislation. It does not cover positions of a temporary character paid from Special and Temporary Funds where the Library determines the rate of compensation.

Section 3. Delegation of Classification Authority

A. Under the provisions of 5 U.S.C. Chapter 51, The Librarian has authority to classify positions through grade GS-15. This authority is delegated to the Director of Personnel and by him/her to

the Classification and Position Management Office for all positions, including wage grade positions.

B. In accordance with a delegation from the Office of Personnel Management and other appropriate authorities, classification of positions above the grade GS-15 and equivalent grade or salary levels in non-GS positions in the Library is the responsibility of the Director of Personnel, Office of the Associate Librarian, whose decisions are final in the Library. (Specialist and Senior Specialist positions in the Congressional Research Service have no rights of appeal; see 2 U.S.C. 166(c)2(B).

Section 4. Definitions

The following are definitions of terms commonly used in the position classification process:

A. General Schedule Classification System: The system for classifying professional, technical, and clerical positions under GS.

B. Federal Wage System (FWS or WG): The system for classifying and setting pay for the positions in recognized trades or crafts or in unskilled, semi-skilled or skilled manual labor occupations.

C. Position: The work, consisting of the described duties and responsibilities, officially established and assigned by competent authority for performance by a staff member in an organizational unit.

D. Position Classification: The process of description and analysis of a position and the assignment of its proper title, series and grade in accordance with the standards of the Office of Personnel Management.

E. Position Classification Standards: A set of guides issued by the Office of Personnel Management which provides criteria for classifying positions.

F. Series and Series Code Number: The series and series code number indicate the classification grouping established by the Office of Personnel Management for positions which are sufficiently related in kind or subject matter of work and qualification requirements to warrant similar treatment in personnel administration but differing in levels of difficulty, responsibility, and pay. For instance, the Secretary Series is code number 318.

G. Classification Title: The position title established by the Office of Personnel Management standards for use in all position classification actions for positions classified in the same series, grade, and specialization.

H. Organizational Title: The title established by the Library for specific identification of a position and common organizational usage for other than classification purposes.

I. Position Description: The official written statement of duties and responsibilities of a position used for personnel, administrative, and pay purposes.

J. New Position: A position, the functions of which have not been previously established and classified.

K. Identical Additional (IA) Position: A position which, because of the volume and nature of the work, is established as an additional position identical to another officially classified position, and therefore does not require a separately classified position description.

L. Reclassification: A change by classification action in grade and possibly title and/or series resulting from a significant change in duties and responsibilities of an existing position.

M. Regrading: A change by classification action in grade and possibly title and/or series without a significant change in duties and responsibilities of an existing position, resulting from a change in standards or correction of a classification error.

N. Redescription: A change in duties and responsibilities of an active position description which is sufficient to change the position description but not sufficient to require a change in the grade, title, or series.

O. Series Change: An action where only the classification series is changed.

P. Title Change: An action where only the classification title is changed.

Q. Reestablishment: An action reinstating a cancelled classified position as an active position.

R. Amended Position Description: The addition to or correction of an official position description which is essentially accurate but requires minor modification without rewriting the position description.

S. Maintenance Review: A scheduled review of position descriptions by staff members and supervisors for currency, accuracy, and need for classification review by the Position Classification and Organization Office, Personnel and Labor Relations Office.

T. Position Classification Survey: The review of the classification of positions within an organization by the Position Classification and Organization Office as a part of a planned periodic audit or when required by reorganization, program change, issuance of new standards, or other classification program needs.

U. Classification Reconsideration: A formal request by a staff member or supervisor for reconsideration of a proposed or already taken classification action by the Position Classification and Organization Office addressed to the Position Classification and Organization Officer.

Section 5. Responsibilities and Procedures for Preparing and Maintaining Descriptions

A. Supervisors, Managers, and Staff Members

1. Preparation and Maintenance of Positions Descriptions. The immediate supervisors and other management officers in the direct line of responsibility in departments, divisions and other organizational units are primarily responsible for preparing and maintaining position descriptions which accurately reflect the current duties and responsibilities of officially assigned positions. The position descriptions shall be prepared or reviewed at the time of (a) assignment of new or revised duties and responsibilities, (b) at the time of a maintenance review, (c) discussion of the performance rating of the staff member in the position, or (d) at some other appropriate time.

2. Staff Member's Responsibility for Position Description. The staff member also shares in this responsibility to the extent that he/she shall be aware of the content of his/her position description and shall call to the attention of the supervisor changes in assignments and/or gradual changes in duties and responsibilities which he/she believes are not reflected in the present position description and/or grade or series he/she believes are in need of review. If the supervisor does not give appropriate attention to these matters, the staff member may bring them to the attention of higher level supervisors. If they are not resolved, the staff member may bring them to the attention of the Position Classification and Organization Office, which shall take appropriate action to resolve the problem.

3. Reflecting Changes in Position Descriptions. All changes in duties and responsibilities shall be reflected as they occur and position descriptions shall be reviewed accordingly. Vacated positions shall be reviewed by management for currency, accuracy, and needs essential to the organization. Revised descriptions shall be forwarded through channels to the Position Classification and Organization Office with a written request for review and proper classification of the position(s) and with appropriate justification as to the organizational need and the recommended grade and series. Requests for establishment of new positions or classification of revised descriptions of vacated positions shall be given priority attention by the Position Classification and Organization Office.

4. Maintenance Review and Certification by Supervisors. Once every 12 months each supervisor shall certify in writing that he/she has reviewed all positions supervised during that period and has had discussions with all staff under his/her supervision concerning their grade, series, completeness and accuracy of their position descriptions. He/she shall also state in the report the results of this review, including corrections taken and those in process, if any. This documentation shall be reviewed and initialed by the division chief or office head and forwarded through departmental channels to the Position Classification and Organization Office for review and retention. Managers and the Position Classification and Organization Office have a joint responsibility for the timely and proper completion of this review and certification. Each affected staff member and the Union/Guild shall be advised when this review is scheduled and provided written notification of the results of the review.

B. Responsibilities of the Position Classification and Management Office

1. Classification Actions. The Position Classification and Organization Office shall be

responsible for reviewing all requests for position classification for action forwarded by management officials and evaluating and assigning the proper series, class title, and grade in accordance with appropriate standards and regulations of the Office of Personnel Management. The Position Classification and Organization Office shall desk audit such positions as deemed appropriate and generally assist supervisors and in preparing meaningful and appropriate position descriptions. It is also the responsibility of the Position Classification and Organization Office to assist supervisors and managers in determining effective organizational structures, alignment of functions, and the design of positions in order to obtain the maximum mission achievement from staff.

2. Regular Position Classification Surveys. The Position shall be responsible for conducting position classification surveys in divisions throughout the Library on a regular basis so that at least one third of the positions will be covered each year, providing for total coverage of the Library over a three-year period. Such surveys shall include: (a) discussions with supervisors and managers concerning general matters of classification and organization and discussions with staff members upon request; (b) a review of the procedures used in the maintenance review and certification made by supervisors; (c) a review of the criteria and procedures for administering classification promotion plans; and (d) a spot check by desk audit of a minimum of 10% of the positions in a division or office. If this audit reflects inordinate or unusual classification problems or practices, additional audits may be made by the Position Classification and Organization Office . A survey schedule shall be determined and announced each year by the Position Classification and Organization Office in consideration of the priorities agreed upon by the Position Classification and Organization Office and the departments and offices concerned. The Union/Guild shall receive a copy of the survey schedule when it is announced. Before each survey begins affected staff members and the Union/Guild shall be notified in advance of the review date. The Position Classification and Organization Office representative shall meet with departmental and divisional representatives to outline plans for the review.

3. Special Classification and/or Organizational Surveys. The Position Classification and Organization Office shall perform special classification and/or organizational surveys as required or as requested by departments. Such classification surveys shall be conducted (a) when there are classification problems or program changes affecting groups of positions or organizational areas or (b) when new Office of Personnel Management classification standards have been issued or revised affecting groups of positions. Organizational surveys may be performed either before or after organizational or program changes have been officially approved and where further classification or organizational adjustments need to be made. The staff of the Position Classification and Organization Office shall be available upon request of departments or offices for preliminary discussions or surveys before submission for official approval of organizational or program changes. Departments, divisions and offices shall involve the Position Classification and Organization Office staff in these discussions at the earliest possible stages. This type of planning will result in better understanding between concerned offices and avoid possible delays in approval and implementation.

4. Classification Reconsiderations. Should there be disagreement between the Position Classification and Organization Office and the position supervisor and/or a staff member with

respect to the grade or series assigned a position, there shall be a full discussion of the differences and the justification for the classification decisions in an attempt to resolve them. If, after such discussion they are still unresolved, managers and/or the incumbent of a position and/or his/her representative may formally request a reconsideration by supervisory staff of the Position Classification and Organization Office. The request, together with reasons therefore, shall be stated in writing and addressed to the Position Classification and Organization Office, who shall render a decision within sixty (60) days of the request. The incumbent shall be notified promptly of the decision. If the position is held by more than one incumbent, the certified bargaining agent shall be notified at the same time.

5. Notification of Classification Actions. The Position Classification and Organization Office shall notify the appropriate department offices of all classification decisions, including furnishing divisions and departments with copies of evaluation reports when requested classification actions have not been granted. When final classification determinations are made in the Library they shall be put into effect at the beginning of the pay period following certification by the Position Classification and Organization Office.

6. Distribution of Position Descriptions. The Position Classification and Organization Office shall provide each staff member and the various levels of an organizational entity with copies of all new official position descriptions. When "identical additional" positions are involved, it is the responsibility of the departments and divisions to provide each incumbent with an official description as well as assuring that each new staff member has an official position description upon entering on duty.

7. Referral of Proposed Classification Actions to the Office of Personnel Management.

a. In accordance with regulations of the Office of Personnel Management, classification changes by the Library affecting 20 or more positions, either directly or indirectly, must be referred to the Office of Personnel Management for consultation (FPM 511, Subchapter 5-4) when its decisions propose:

1. A higher grade classification;
2. A change from one classification system to (General Schedule System to Wage Grade System or vice versa); and
3. Changes resulting from new or revised standards;

b. A downgrading action when the time limit for appeals to the Classification Appeals Officer has officially passed without an appeal request being made is appealable only to the Office of Personnel Management.

c. The Position Classification and Organization Office may request either advisory or formal classification opinions from the Office of Personnel Management in cases where published standards are inapplicable or where, after due consideration, the Office has been unable to reach a decision on the appropriate class or grade.

8. Policies Relating to Downgrading Actions and Appeal of the Decision Within the Library.

a. When downgradings are proposed because of (1) classification errors, (2) material changes in duties and responsibilities, or (3) standards revisions or issuances, the Position Classification and Organization Office, the appropriate supervisor, and managers will give special attention in an effort to prevent the necessity for such actions, and managers shall be given a copy of the position evaluation statement. Discussions shall be held concerning each problem situation and consideration shall be given to job restructuring, full performance of required duties, a thorough review of factors and duties and responsibilities involved, and other legitimate means to sustain the grade level of the position(s) affected, including, as appropriate, formal reconsideration as provided in Section 5.B.(4) above. The incumbent and the Union/Guild shall be given full opportunity to discuss the proposed downgrading with the responsible Library officials before final action is taken.

b. Should a downgrading action still be required by the Position Classification and Organization Office, the incumbent(s) and/or managers and Union/Guild shall receive official notification (including a copy of the evaluation report) of the intent to take the action and shall be advised that before the action is taken they shall have thirty (30) calendar days in which to appeal the decision to the Library's Executive Assignments and Classification Appeals Officer. Extension of the time to make such appeals may be granted by the Position Classification and Organization Office for justifiable reasons. If no appeal is made during this period, the action shall be processed with right of appeal only to the Office of Personnel Management, when allowable. If the appeal is made to the Classification Appeals Officer no further action is taken by the Position Classification and Organization Office until review by the Executive Assignments and Classification Appeals Officer is completed and a final Library determination is made. (See LCRs 2013-3.7, Grade and Pay Retention, and 2016-2, Position Classification Appeals in the Library.)

9. Review of Positions Resulting from Issuance of New or Revised Standards. Regulations issued by the Office of Personnel Management call for the implementation of new or revised standards within six months from receipt of such standards. The Library shall make every effort to comply with this objective.

10. Responsibility for Procedures and Instructions. Position Classification and Organization Office shall be responsible for issuing specific procedures and instructions regarding all position classification matters.

LIBRARY OF CONGRESS REGULATIONS

LCR 2016-2

SUBJECT: Position Classification Appeals in the Library

SERIES: 2016 Classification of Library Positions	STATUTORY AUTHORITY: 2 U.S.C. §136	RESPONSIBLE OFFICE: Human Resources Services
ISSUE DATE: April 30, 1982	REVIEW DATE: April 30, 1984	SUPERSEDES: March 17, 1975, issuance of LCR 2016-8, which is cancelled, and replaces September 3, 1965, issuance of LCR 2016-2 [see April 30, 1982, issuance of LCR 2016-1]

Contents:

- Section 1. Purpose
- Section 2. Authority
- Section 3. Policy
- Section 4. Appeals Coverage and Options
- Section 5. Referrals to the Office of Personnel Management Section 6. Procedures for Appealing to the Office of the Director of Personnel and the Office of Personnel Management
- Section 7. Special Rules for Filing Appeals
- Section 8. Effective Date for Implementing Classification Appeal Decisions
- Section 9. Cancellation of Appeals
- Section 10. Finality of Appeal Decisions
- Section 11. Notification of Appeal Decision
- Section 12. Request for Reconsideration

Section 1. Purpose

This Regulation states the policy of the Library and describes the procedures for appeals of position classification actions affecting Library of Congress positions under the General Schedule of the Classification System or the Federal Wage System.

Section 2. Authority

1. The policies governing position classification appeals are based upon the provisions of 5 U.S.C., Chapter 51; 5 CFR Part 511; and the Federal Personnel Manual, Chapter 511, Subchapters 6 and 7. Title 5 U.S.C., Chapter 51, Section 5102 (a)(1)(C) specifies that the Library is included under the coverage of the position classification system.

2. In accordance with the above authority, the Executive Assignment and Classification Appeals Officer, Office of the Associate Librarian of Congress, is delegated authority for investigating position classification appeals and for making final decisions on these cases within the Library.

Section 3. Policy

1. It is the right of a staff member of the Library (as specified in 5 U.S.C. 5112(b)) to appeal at any time the classification of his/her position involving the title, series or grade, and/or coverage of the position by the General Schedule (GS) or the Federal Wage System. The appeal may be filed through a representative designated by the staff member in writing if he/she so desires. It is the policy of the Library to accept and act upon such appeals on the condition that they are based on duties and responsibilities which are currently and accurately described in an officially certified position which the appellant is presently occupying. The Union/Guild shall be provided a copy of such appeals within the respective bargaining units.
2. If duties and responsibilities are not defined in a current, accurate, and officially certified position description, the following procedures shall be followed:
 1. The Executive Assignment and Classification Appeals Officer shall notify the Position Classification and Organization Office of the need for a new position description and also notify the staff member concerned and the Union/Guild of this action.
 2. A new position description, prepared by the joint efforts of the Position Classification and Organization Office, the staff member, and the responsible supervisory officials, shall be certified within thirty (30) work days from the date of the notification from the Executive Assignment and Classification Appeals Officer.
 3. The Position Classification and Organization Office shall notify in writing the Executive Assignment and Classification Appeals Officer, the staff member and the Union/Guild of its action.
 4. If the grade and/or series certified by the Position Classification and Organization Office is not changed, the appellant may then resubmit the appeal or initiate a new appeal on the basis of the current position description.
3. Appeals concerning promotions from staff members in Promotion Plan positions shall not be accepted by the Executive Assignment and Classification Appeals Officer without prior classification review by the Position Classification and Organization Office.
4. The Executive Assignment and Classification Appeals Officer shall render a decision within six months after receipt of the appeal.

5. Requests for appeal action shall not be made simultaneously with a request for review or reconsideration by the Position Classification and Organization Office.

Section 4. Appeals Coverage and Options

Appeals by staff members (on their own behalf, whether staff members, supervisors or management officials) may be made in the following ways:

A. Staff Members in General Schedule Positions, GS-1 through GS-15

A staff member in a position which is under the General Schedule in grades GS-1 through GS-15 may appeal in writing the title, series and/or the grade of the position (1) to the Executive Assignment and Classification Appeals Officer, (2) directly to the Office of Personnel Management, or (3) through the Executive Assignment and Classification Appeals Officer to the Office of Personnel Management.

1. If the staff member appeals first to the Office of the Executive Assignment and Classification Appeals Officer and the decision of that Office is unfavorable, the staff member has a further right to appeal to the Office of Personnel Management.
2. If the staff member decides to address the appeal directly to the Office of Personnel Management, he/she is encouraged by the Office of Personnel Management to send the appeal through the Executive Assignment and Classification Appeals Officer, who will provide assistance in preparing the necessary documentation. In such a case, the Office of the Director of Personnel shall forward the appeal to the Office of Personnel Management within 30 calendar days of its receipt. If, however, the Executive Assignment and Classification Appeals Officer agrees with the staff member that the appeal is justified, the Executive Assignment and Classification Appeals Officer shall have the authority to take appropriate action, thereby making it unnecessary to forward the appeal to the Office of Personnel Management. The action of the Executive Assignment and Classification Appeals Officer closes out the appeal.
3. When a staff member appeals directly to the Office of Personnel Management, he/she may not later appeal to the Executive Assignment and Classification Appeals Officer, since the Office of Personnel Management decision is final and binding.
4. A staff member has no right of appeal if he/she is in a position, the salary of which is fixed by statute.

B. Staff Members in Positions Paid from Gift and Trust or Other Non-Appropriated Funds

A staff member in a position similar to a position under the GS, but paid for by Gift and

Trust (GT positions) or other non-appropriated funds that does not fall under the Classification Act may appeal within the Library, but not to the Office of Personnel Management. The Library has the final decision on appeals from staff members in such positions.

C. Staff Members in Wage Grade Positions

A staff member whose position is under a Wage System prescribed by the Office of Personnel Management may appeal to that Office, but only after he/she has first appealed to and received a decision from within the Library in accordance with the procedures set forth in this Regulation.

D. Staff Members in Supergrade Positions

A staff member occupying a position in grades above the GS-15 level under the provisions of 5 U.S.C., Section 5108 (b)(2), may address an appeal to the Office of Personnel Management through the Executive Assignment and Classification Appeals Officer. In accordance with 5 U.S.C. 5108, appeals involving positions at those grade levels shall be approved by the Office of Personnel Management. The Executive Assignment and Classification Appeals Officer is available to assist in preparing the necessary documentation for submission to the Office of Personnel Management. Staff members in the Congressional Research Service occupying positions in grades GS-16, 17 or 18 under provisions of 2 U.S.C. 166 (c)(2)(B) have no right of appeal.

E. Appeals by Supervisors and Management Officials

1. A supervisor or management official may initiate an appeal to the Executive Assignment and Classification Appeals Officer with respect to positions subordinate to him/her. Such appeals shall be approved by the appropriate department head.
2. If the supervisor initiates an appeal, he/she shall inform the staff member concerned and the Union/Guild.

Section 5. Referrals to the Office of Personnel Management

1. The Executive Assignment and Classification Appeals Officer may request formal classification decisions from the Office of Personnel Management on appeal cases when published standards are inapplicable, or in unusual circumstances, when, after due consideration, the Library has been unable to reach a decision on the appropriate class and grade of the position in question. No appeal may be forwarded to the Office of Personnel Management without the consent of the appellant.
2. An appeal shall be forwarded to the Office of Personnel Management within 30 calendar days of its receipt from the staff member when:

1. The appeal is addressed to the Office of Personnel Management through the Executive Assignment and Classification Appeals Officer, who has not acted favorably on it.
2. The Executive Assignment and Classification Appeals Officer does not have the authority to decide on an appeal. This occurs when the classification action was ordered by the Office of Personnel Management, or when the position is at the GS-16, 17, and 18 level.
3. A referral shall be made for consultative purposes when a classification decision may affect a significant number (20 or more) positions or may directly affect the classification of fewer than 20 but there are indications that the classification of a significant number of positions will be indirectly affected by the decision.

Section 6. Procedures for Appealing to the Executive Assignment and Classification Appeals Officer and the Office of Personnel Management

All appeals shall be submitted in writing and shall contain the following information at the time an appeal is filed:

1. Name and mailing address of the appellant, Union/Guild and representative, if one has been selected;
2. Exact location of the position being appealed within the organizational structure of the Library;
3. Present title, grade, and position number of position being appealed;
4. Requested title and grade or other classification action;
5. A statement that the official position description is considered to be complete and accurate, or if not, what the staff member considers to be an accurate description of the position;
6. Reasons why the position is considered to be incorrectly classified or should be brought under or excluded from the General Schedule; and
7. A statement of any facts that may affect the appeal. The appellant may refer to any classification standards which bear on the case. These standards are on file in the Position Classification and Organization Appeals Office and the Executive Assignment and Classification Appeals Officer .

Section 7. Special Rules for Filing Appeals

1. Adverse Classification Actions

An appeal decision which reverses a downgrading classification action or loss of compensation may be made retroactively only if the classification appeal is filed on a timely basis. In order to be timely, the following time limit shall be met:

1. A classification appeal shall be filed initially with the Office of Personnel Management no later than 15 calendar days after the effective date of the action taken by the Position Classification and Organization Office as a result of the downgrading classification decision.
2. The classification appeal shall be filed with the Executive Assignment and Classification Appeals Officer no later than 15 calendar days after the effective date of the action taken by the Position Classification and Organization Office as a result of the downgrading classification decision.
3. A subsequent appeal from the Office of the Executive Assignment and Classification Appeals Officer's appeal decision shall be filed with the Office of Personnel Management no later than 15 calendar days after the effective date of the action taken by the Executive Assignment and Classification Appeals Officer as a result of the classification appeal decision.

2. Positions under a Wage System

Under a Wage System prescribed by the Office of Personnel Management a staff member shall file his/her appeal to that Office within 15 calendar days of receipt of the Library's decision with which he/she disagrees.

3. Possible Extension of Time

The right to retroactive pay provided in this Section may be preserved, at the discretion of the Office of Personnel Management, on a showing by the staff member that he/she was not notified of the applicable time limit, or that circumstances beyond his/her control prevented the staff member from filing an appeal within the prescribed time limit.

Section 8. Effective Date for Implementing Classification Appeal Decisions

1. General Rule

A change to a higher grade brought about by an appeal decision takes effect not earlier than the date of the appeal decision and not later than the beginning of the pay period following the date of the decision except in unusual circumstances specified in the decision.

2. Special Rule for Retroactive Date for Adverse Classification Action Decisions

A classification change favorable to a staff member and which results from an appeal decision is retroactive to the date of the adverse classification action when all the following conditions are met:

1. The appeal decision reverses, in whole or in part, the classification action that led to a loss in grade or pay;
2. The appeal decision is based on the duties and responsibilities existing at the time of the adverse classification action rather than on any assigned later; and
3. The initial appeal, and any subsequent appeals, are filed on a timely basis as defined in Section 7., above.

3. Special Rule for Higher Grade Resulting from Adverse Action Decision

In rare instances a decision on a downgrading appeal places a position in a higher grade than the one it was in before the downgrading occurred in those cases, the grade of the position just before the downgrading occurred is to be restored retroactively if conditions in Section 7.B. and C., above, are met. The effective date of the remainder of the upgrading called for by the appeal decision is governed by the general rule which is stated in Section 8.A., above.

Section 9. Cancellation of Appeals

1. An appeal may be cancelled by the Library or the Office of Personnel Management upon receipt of the appellant's written request.
2. The Library or the Office of Personnel Management shall cancel appeals on notice that the appellant has left the position which was being appealed (including an appeal pending at the death of an appellant) if there is no possibility of retroactive benefits.
3. An appeal may also be cancelled by the Library or the Office of Personnel Management if the appellant willfully fails to cooperate in providing the information requested. (In lieu of cancellation for failure to prosecute, an appeal may be adjudicated if the information is sufficient for that purpose.)
4. The Library or the Office of Personnel Management may reopen a cancelled appeal at their discretion upon a showing that circumstances beyond the control of the appellant prevented the prosecution of the appeal.

Section 10. Finality of Appeal Decisions

1. The Executive Assignment and Classification Appeals Officer within the Library, or
2. The Office of Personnel Management, when the decision constitutes a certificate which is mandatory and binding on all administrative and fiscal officials of the Library.
3. An appeal decision may be reopened and reconsidered by the Executive Assignment and Classification Appeals Officer or the Office of Personnel Management , at their discretion, when the appellant, the supervisor, the Union/Guild, or the Position Classification and Organization Office submit written argument or evidence which tends to establish one of the following:
 1. New and material evidence is available that was not readily available when the appeal decision was made;
 2. The previous decision involves an erroneous interpretation of law or regulation or a misapplication of established policy; or
 3. The previous decision is of a precedential nature involving new or unreviewed policy considerations that may have effects beyond the actual case at hand.

Section 11. Notification of Appeal Decision

1. An appellant and his/her representative, if selected, and the Union/Guild shall be notified in writing by the Executive Assignment and Classification Appeals Officer of any decision in an internal Library appeal.
2. The incumbent of a position who suffers a loss of grade or pay which is based in whole or in part on a classification appeal decision or who does not otherwise receive a favorable decision shall be notified promptly in writing of the decision from the Executive Assignment and Classification Appeals Officer. The Union/Guild also shall be promptly notified of the decision. The notice shall inform the staff member:
 1. Of his/her right to appeal the decision to the Office of Personnel Management as provided in Sections 4 and 5, above; and
 2. Of the time limits within which he/she must appeal in order to preserve any retroactive benefits under Section 8, above.
3. The Office of Personnel Management shall notify the appellant and the Library of its decision on those cases forwarded to it.

Section 12. Request for Reconsideration

The Librarian of Congress or a designated representative may request reconsideration of an Office of Personnel Management decision to a higher specified authority in the Office of Personnel

Management. Such a request, however, shall be made within 45 days of the issuance of a certificate.

Implementation of Americans with Disabilities Act Agreement

The Library and AFSCME Local 2477, AFSCME Local 2910 and CREA IFPTE Local 75 have met and bargained the content, impact and implementation of LCR 2025-8 Regarding Policies, Procedures, and Remedies to Implement the Americans with Disabilities Act. The Parties have met their obligations under the contract.

The parties agree to the following:

With respect to 5 U.S.C. Section 3102, the Library acknowledges that any rights created for staff members by this law apply to the Library of Congress.

With respect to the use of qualification standards, tests, or selection criteria under Section 6(C), of LCR 2025-8, the Library acknowledges that the requirement of qualification standards, tests, or selection criteria will appear in the vacancy announcement according to the conditions described in each of the labor organizations respective collective bargaining agreements.

In the preparation of the budget the Library of Congress recognizes its obligation to provide reasonable accommodation under the American with Disabilities Act.

This agreement is entered into on a non-precedential basis.

Implementation of the Family Medical Leave Act Agreement

The Library of Congress and AFSCME Local 2477, AFSCME Local 2910 and CREA have met and bargained the Library of Congress Regulation, LCR 2015-21 Family and Medical Leave Act (FMLA). The Parties agree:

3. The attached regulation and attached form LW 2/97 (10/96) Certification of Health Care Provider, is the language which is agreed to between the Parties.
4. Physicians contracted by the Library to perform examinations for the second or third opinions will have this language in the correspondence from Health Services Office:

Please be advised that the Library of Congress Regulation on Family and Medical Leave (LCR 2015-21 states: Copies of the second and third medical opinions will be provided to the employee or designated representative by the examining health care provider.

Section 1.	Purpose and Authority
Section 2.	Administration
Section 3.	Definitions
Section 4.	Invoking FMLA Benefits
Section 5.	FMLA Entitlements
Section 6.	Request for Leave
Section 7.	Continuation of Health Benefits
Section 8.	Return to Duty
Section 9.	Grievance Process

Section 1. Purpose and Authority

This Regulation establishes the Library's policy and procedures for the administration of the Family and Medical Leave Act (FMLA) of 1993, 5 U.S.C. §6381-6387 and 5 CFR 630.1201 *et seq.* The Act is intended to balance the demands of the workplace with the needs of employees and their families by allowing eligible employees to take reasonable amounts of leave for: 1) medical reasons, 2) the birth or adoption/foster care of a child, and 3) the care of a child, spouse, or parent who has a serious health condition.

Section 2. Administration

The Personnel Directorate, Human Resources Services, is responsible for the administration of this Regulation.

D. Eligible employee means an individual employed by the Library of Congress who has a minimum of 12 months of creditable service by the date on which any FMLA leave is to commence. This does not include intermittent employees or individuals serving in a temporary appointment for less than one year.

If an employee's eligibility is in question, the Library will grant FMLA leave on a provisional basis pending final determination by the Human Resources Office of Pay and Personnel with reference to 5 U.S.C. §6381 and applicable OPM regulations. If eligibility is later denied, the employee shall be charged leave in accordance with the applicable Library of Congress

Section 3. Definitions

A. Administrative Work Week consists of seven (7) consecutive days, Sunday through Saturday (see LCR 2014-1).

B. Adoption refers to a legal process in which an individual becomes the legal parent of another's child. (The source of the adopted child is not a factor in determining eligibility for leave under this Regulation.)

C. Continuing treatment by a health care provider means one or more of the following:

(1) The employee or family member is treated two or more times for the injury or illness by a health care provider.

(2) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, **or** is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider -- for example, a course of medication or therapy to resolve the health condition.

(3) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured. For example, persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment. regulation or respective Collective Bargaining Agreement.

E. Employment benefits means all benefits provided or made available to employees by an employer, including but not limited to, group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions.

F. Equivalent Position and Pay

Relative to the employee's former position, an equivalent position is one that has substantially the same benefits, pay, working conditions, including privileges, perquisites, and status and other terms and conditions of

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 2 of 7

employment. It has the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority.

G. Essential functions means the fundamental job duties of the employee's position as defined in 29 CFR 1630.2.

H. Family and Medical Leave means an employee's entitlement to 12 administrative work weeks of unpaid leave for certain family and medical needs, as prescribed under 5 U.S.C. §6381-6387.

I. Family member means an employee's spouse, son, daughter, or parent.

J. Foster care means 24-hour care for children in substitution for and away from parents or guardians and such placement is made by or with the agreement of the state as a result of a voluntary agreement by the parent or guardian that the child be removed from the home or pursuant to a judicial determination of the necessity for foster care, and involves an agreement between the state and foster family to take the child.

K. Health care provider means:

(1) a licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated

N. Intermittent leave means leave taken in separate blocks of time rather than for one continuous period of time, and may include leave of periods less than one hour to several weeks.

O. Leave without pay means an approved absence from duty in a non pay status.

P. Parent means the biological parent of an employee or an individual who stands or stood **in loco parentis** to an employee when the employee was a child. This term does **not** include parents-in-law.

Q. Physical or mental disability means a physical or mental impairment that substantially limits

by the uniformed service to conduct examinations under this Regulation;

(2) a person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a state to provide the service in question;

(3) a Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts; or

(4) a practitioner as designated under the applicable collective bargaining agreement.

L. Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

M. In loco parentis refers to the situation of an individual who has day-to-day responsibility for the care and financial support of a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. one or more of the major life activities of an individual.

R. Reduced leave schedule means a work schedule that reduces the usual number of hours per work week, or hours per work day, of an employee.

S. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

(1) any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 3 of 7

(2) any period of incapacity requiring absence from work, school, or other regular daily activities, of more than 3 calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

(3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 calendar days; or for prenatal care.

(4) any period of incapacity or treatment due to a chronic and/or serious health condition (a) requiring periodic visits for treatment by a health care provider, or by a nurse or physicians assistant under direct care of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, migraines, etc.).

T. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing **in loco parentis**, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

(1) An eligible employee shall be entitled to a total of 12 administrative work weeks of unpaid leave (leave without pay) during any 12-month period. These 12 administrative work weeks will be made available equally for a full-time or part-time employee in direct proportion to the number of hours in the employee's regularly scheduled administrative work week. The 12 administrative work weeks of leave will be calculated on an hourly basis and will equal 12 times the average number of hours in the employee's regularly scheduled administrative work week. If the number of hours in an employee's work week varies from week to week, a weekly average of the hours scheduled over the 12 weeks prior to the date leave commences shall be used as the basis for this calculation.

U. Spouse means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage in a state where it is recognized.

Section 4. Invoking FMLA Benefits

FMLA benefits may be invoked for one or more of the following reasons:

(1) The birth of a son or daughter of the employee and the care of such son or daughter;

(2) The placement of a son or daughter with the employee for adoption or foster care;

(3) The care of a spouse, son, daughter, or parent with a serious health condition; or

(4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Section 5. FMLA Entitlements

A. Leave without pay

(2) Should the number of hours in an employee's regularly scheduled work week change during the 12-month period of FMLA leave, the employee's entitlement to any remaining family medical leave will be recalculated based on the number of hours in the employee's current regularly scheduled work - week.

(3) Leave may be taken intermittently or on a "reduced leave schedule" in which the employee's usual number of hours worked per day or per work week are reduced.

(a) An employee must obtain authorization to take leave intermittently or on a reduced leave schedule for the birth of a child or for the placement for

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 4 of 7

adoptive or foster care. The employee shall make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Library.

(b) The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of FMLA leave to which the employee is entitled beyond the amount of leave actually taken. The hours of leave taken by an employee under a reduced leave schedule will be subtracted, on a quarter for quarter-hour basis, from the total available FMLA leave.

(4) The Library may temporarily transfer the employee to an alternative position (for which the employee is qualified) with equivalent pay, benefits, working conditions, and conditions of employment that can better accommodate recurring periods of leave. The employee will be given 10 work days advance written notice of such a transfer to the extent reasonably possible.

(5) An employee is not entitled to 12 additional administrative work weeks of unpaid leave (leave without pay) until the initial 12 month period ends and an event or situation occurs that entitles the employee to another period of leave under the FMLA.

It is the employee's responsibility to substantiate eligibility for FMLA leave by providing documentation for the specific purpose of the request, and to provide as much notice as possible to the Library.

A. Notice

(1) An employee must invoke his/her entitlement to leave under the FMLA.

(2) An employee shall provide at least 30 days notice of need for leave where foreseeable. When the need for leave is unforeseeable notice shall be given as soon as practicable. Leave may not be delayed or denied when the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his or her control, to provide notice.

This may include the continuation of a previous event or situation.

(6) The entitlement to leave for a birth or placement of a son or daughter **shall expire** at the end of the 12-month period beginning on the date of such birth or placement.

B. Use of Paid Leave in Lieu of Leave Without Pay

An employee may elect to substitute the following paid time off for any or all of the period of leave taken under FMLA:

- (1) Annual leave approved under the provisions of LCR 2015-4;
- (2) Sick leave approved under the
- (3) Leave made available to an employee under the Voluntary Leave Transfer Program (LCR 2013-13); and
- (4) Regular compensatory time.

Section 6. Request for Leave

(3) If the need for leave was foreseeable, and the employee fails to give 30 days notice with no reasonable excuse, the supervisor may delay the taking of FMLA leave up to 30 days after the employee provides notice. Careful consideration of individual leave circumstances should be made before a decision to delay is exercised.

(4) Employees must also notify their supervisor of their request to substitute paid time off and/or of their intent to use leave on an intermittent or reduced leave schedule basis.

(5) An employee must complete the SF 71 (Application for Leave), by checking the appropriate box to indicate the category of leave he/she wants to take and by writing "FMLA" in the section for remarks.

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 5 of 7

(6) In emergency situations, notification is acceptable from the employee's spouse, domestic partner, family member or other responsible party until the employee is able to contact his/her supervisor.

(7) The Library shall maintain a separate record of all FMLA leave used. The record shall be made available to the employee upon request.

B. Documentation and Medical Certification

(1) The Library may require, via the Health Services Office, that the request for FMLA leave be supported by a certification issued by the health care provider.

(a) When requested, employees shall submit completed Certification of Health Care Provider, Form LW 2/97 (10/96), to the Health Services Office in a timely manner. The information on the form should relate only to the serious health condition(s) for which the current need for leave exists.

(a) when the second opinion differs from the original certification, the Library may require, at its expense, a third opinion, from a health care provider, designated or approved jointly by the employee and the Library. (The third opinion is limited to the information in the original certification.) The third opinion is final and binding on the Library and the employee.

(b) copies of the second and third medical opinions will be provided to the employee or the designated representative by the examining health care provider.

(c) medical certifications and second and third opinions from outside the commuting area and other countries will be subject to the same consideration as medical certifications from within the local commuting area or within the United States.

(4) The Library may require periodic recertification at its expense. This requirement shall be

(b) If an employee is unable to provide the medical certification before leave is to begin, the Library will grant leave on a provisional basis pending the submission of the written medical certification or the final medical certification in cases where the validity of the original certification is questioned.

(2) If the Library doubts the validity of the original certification, the Library may require, at its expense, a second opinion from a health care provider designated or approved by the agency.

If an employee elects to be examined by a medical examiner or practitioner other than the one offered by the Library, he/she shall submit to the Health Services Office the names, addresses, and telephone number of three alternative medical examiners that he/she is willing to have conduct the examination. From these names, one shall be selected by the Library's Health Services Officer. These alternates must be fully qualified and board-certified in the specialty appropriate to the employee's health problem.

in writing and may occur not more often than every 30 calendar days.

(5) If, after the leave commences, the employee fails to provide the requested medical certification, the agency may:

(a) charge the employee as absent without leave official leave (AWOL); or

(b) allow the employee to request that the provisional leave be charged as leave without pay or charged to the employee's annual and/or sick leave account, as appropriate.

(6) Disciplinary action may be taken against an employee who knowingly provides a false certification of the need for leave.

Section 7. Continuation of Health Benefits

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 6 of 7

A. An employee's Health Benefits coverage will continue throughout the period of FMLA leave when the employee is in a non-pay status. The employee is required to pay the employee share of the premium.

B. An employee may elect to pay the employee share of health premiums on a current basis or may incur a debt and pay his/her share upon return to duty status.

C. If an employee's health coverage is terminated for non-payment of premium, he/she may re-enroll without penalty when he/she returns to duty status.

D. The Library shall continue all benefits to which an employee is entitled under the same terms as other instances of leave without pay.

Section 8. Return to Duty

A. An employee who takes leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

The Health Services Officer may require an employee who takes leave for his/her own serious health condition to obtain medical certification from the health care provider that the employee is able to resume the functions of his/her position. This statement need only be a simple statement of an employee's ability to return to work. Requests for such certifications shall be applied equitably and fairly.

(1)The Library must notify the employee of the requirement of a return to work medical certification before leave commences and pay the expenses for obtaining the medical certification. Failure to submit this certification may delay restoration of employment until it is submitted. An employee's refusal to provide written medical certification is grounds for appropriate disciplinary or adverse action.

A certification is not required when the employee takes intermittent leave.

B. If an employee is no longer qualified for his/her position because of a lapse in a license or certification, the employee shall be given a reasonable amount of time to fulfill the requirements for the license or certification, generally not to exceed 90 days.

C. This leave shall not result in the loss of any employment benefit accrued before leave began. Except as otherwise provided by or under law, the new law will not entitle any restored employee to the accrual of any employment benefits during any period of leave or to any right, benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken the leave.

D. An employee in a position that has specific medical standards or physical requirements who takes leave because of his/her own serious health condition, will be required to obtain medical certification from his/her health care provider stating that the employee is able to resume the functions of his/her position.

(2)The Health Services Officer may contact the employee's health care provider, with the employee's permission, for purposes of clarification of the employee's fitness to return to work. This clarification shall be limited to the serious health condition for which FMLA leave was taken. The Library may not delay the employee's return to work while contact with the health care provider is being made.

(3)This requirement must be in accordance with the Americans with Disabilities Act (ADA) that any return-to-work physical be job-related.

Section 9. Grievance Process

All staff members shall be free from restraint, interference, intimidation, coercion, discrimination, and/or reprisal in exercising their rights, or participating in any manner in an investigation, proceeding or

LIBRARY OF CONGRESS REGULATION 2015-21

FAMILY AND MEDICAL LEAVE

Issue date: October 29, 1996

p. 7 of 7

hearing, under this Regulation. Employees who believe that their FMLA entitlement has been violated may file a grievance through the negotiated grievance procedure if they are bargaining unit employees or in accordance with procedures described in LCR 2020-1 if they are non-bargaining unit employees.

INDEX
2910 COLLECTIVE BARGAINING AGREEMENT

Adverse actions

- Alternative Discipline Program97
- Decisions of hearing officers 4
- Grievance or an appeal 4
- Notice of adverse action 3

Affirmative action plans 8-9

Affirmative action review 125-128, 130, 132, 135, 137, 139

ALTERNATIVE DISCIPLINE PROGRAM. 96-99

- Adverse actions, substitute for 97
- Employee request 97
- Examples 98
- Failure to accept 97
- Grievance 99
- May not be used for 97
- Official Personnel File (OPF). 98-99
- Positive Action Contract (PAC). 97-99
- Subsequent misconduct 98
- Time Frames 97-99
- Violation of PAC 99

ALTERNATIVE DISPUTE RESOLUTION. 99-107

- Documentation. 106-107
- Employee rights. 101-102
- Exclusions. 100
- Guild rights 99, 102-103, 107
- Mediation of grievance 103-104
- Panels 104-106
- Service unit head decision. 106
- Time frames. 103
- Training. 102-103
- Within-Grade Determinations 35

Americans with Disabilities Act. 86, 94, 121-122, 141, Appendix LCR

- Disabled employees 6, 86

ARBITRATION 112-113

- Bargaining. 15-16, 112
- Referral to. 111

Asbestos 96

Awards

- Incentive and quality increase 30, 32
- Nongrievable 108
- Time-off 76-78
- Worksite file 21

Bargaining disputes, midterm	15-16
Bargaining unit definition	1
Breaks	50
Overtime	54
Bulletin boards	16
Career development	79-80
Charities	5
CLASSIFICATION PROMOTION PLANS	25-27
Bargaining over	26
Non-promotion	27, 108
Time-in-grade	27
Competitive level and area	42
Confidentiality of communications	7-8
Confidentiality of medical information	23, 89-90
Contracting out, consultants and studies	11
COPIES OF THE AGREEMENT	120
CPR (Cardio-pulmonary resuscitation) training	85
CREDIT HOURS	54-55
Approval of	54
Earning and using of	55
of within-grade	35
Denial	
DETAILS	37-39
Duty to bargain	39
Exceptions in merit employment	38
Grievability and non-grievability	108
In classification promotion plans	38-39
Performance evaluation	39
Professional development opportunities	80
Record of	38
Discrimination, protection against	3, 8-9, 35, 48, 99, 110-111
Dispute resolution (see: Alternative Dispute Resolution)	
Disabled employees	6, 93-94
Dress	7
ID cards	7
DURATION OF THE AGREEMENT	121-122
E-MAIL accounts	
Employee	7-8
Guild	18
EMPLOYEE ASSISTANCE PROGRAM	87-90
Duty to bargain	90
Employee right to visit offices	5
EMPLOYEE RIGHTS	3-8
Adverse actions	3-4
Alternative Discipline Program	99
Alternative dispute resolution	101-102

Charities, donation	5
Confidentiality of communications	7-8
Debts	5
Disclosure of personal information	5
Dress	7
E-MAIL	7
ID cards	7
Incorrect amount on paycheck	5-6
Interrogation of an employee	3
Join and assist a labor organization	3
Meetings, informed in advance	4
Meetings, timely notice	4
Notary services	6
Office Visits	5
Past practice	8
Position descriptions, copies	6
Privacy, off-duty	7
Services for disabled employees	6
Time for preparation of grievances etc.	4-5
Written or sworn statements	3
EQUAL EMPLOYMENT OPPORTUNITY	8-9
Complaint and grievance rights	9
Non-discrimination	8
Right to visit EEO office	5
Equipment	94-96
Computers	95-96
Duty to bargain	81,96
Ergonomics	95-96
Provided to employees	94
Purchases	95
Telework - related	118, Appendix
Use and cost to the Guild	16-17
Ergonomics	95-96
Excused absence	
Emergency conditions	68, 117
Nongrieveable	108
Professional meetings and courses	68
Experts and consultants	11
Facilities, cleanliness	94-95
Family and Medical Leave (FMLA)	63-67, Appendix LCR
Fire safety	93-94
First aid	
Toxic materials	95
Training	85
FOOD SERVICE	19

Formal discussions	
Guild rights	10
Representation at meetings, employee right	3-4
Forms	
Employees use of time for grievances etc.	4-5
Grievances	110, 112
Reduction-in-force, application form	44
Steward time	13
Telework pilot agreement	Appendix
Training.....	81
Furloughs.....	47-48
Ghost files.....	23
Guild as the exclusive bargaining unit representative.....	1
Guild literature	
Distribution.....	16-17
Management's right to copies	2
GUILD REPRESENTATION.....	12-13
Alternative dispute resolution	102
Duties performed on behalf of employees	12
Number of stewards	12
Official time.	12-13
Supervisory permission	13
GUILD RIGHTS	10-12
Alternative dispute resolution	99, 102-103, 107
Formal discussions.....	10
Grievances	107, 109
Membership on committees	10
Notification of meetings	10
Relocations	84-85
Reorganizations.....	48-49
Hazard abatement.....	92-93
HEALTH AND SAFETY COMMITTEE	90-91
Guild representation on	90
Hazard abatement	92-93
Work area inspections by	90-91
HEALTH SERVICES	85-87
Records.....	23, 86-87, 89-90
Right to visit	5
Duty to bargain	73
HOURS OF DUTY.....	49-53
Basic work week	49
Breaks.....	50
Complex schedules	50-53
Core hours51 Duty to

bargain	53
Flex bands	51
Flexitime	50-53
Maxiflex schedules	51-53
Part-time schedule	49-50
Termination	53
ID cards	7
Illness, see Leave, sick leave	
Illnesses, occupational	86-87
Immunizations	85
Job-related injury	86-87
LAW LIBRARY	84
LEAVE	55-69
Adoption of a child	68
Advanced	62-63
Annual leave	57-59
Court leave	69
Definitions	55-57
Emergency conditions	68
Family care purposes, leave for	59-68
63-64	
Maternity	64-66
Merit employment, leave balance not a factor	37
Military	69
Paternity	66-68
Postponement of rating during leave	31
Professional meetings	68
Sabbatical	84
Sick leave	59-62
Tardiness	68
Voting	69
Leave Bank (see Voluntary Leave Bank Pilot)	
LIBRARY/GUILD COOPERATION	13-14
Light or limited duty	86
Lighting	94
Lockers	7
MANAGEMENT RIGHTS	2
Dispute resolution	99, 106
Grievances	111-112
Hours of duty	53
implementation	52-53
termination	53
Past practice	8
Supervisory notes	23-24
Medical certificate requirement	61-62

Medical records and examinations	23, 86-87, 89-90
MERIT EMPLOYMENT.....	35-37
Bargaining.....	37
Documentation.....	136-137
Exceptions.....	35-36
Job analysis.....	36-37, 124, 128-129
Grievability and non-grievability	108
Postings.....	124, 129-131
Reassignment	39
Referral of candidates.....	132-133
Subject Matter Experts (SMEs)	37, 124, 126-128, 132-134, 137
Tests	36
Merit selection program (MSP)	123-139
Affirmative action reviews.....	139
Referral of candidates	132-133
MID-TERM BARGAINING.....	14-16
Bargaining preparation time	15
Bargaining teams.....	15-16
Guild initiated bargaining	16
Implementation of proposed changes	15
Notices	14, 16
Scope.....	14
Time frames.....	14-16
Monitoring employees	11-12
NEGOTIATED GRIEVANCE PROCEDURE.....	107-112
Alternative dispute resolution, relation to.....	100-101, 104
Definition.....	107
Denial of within grade	35
EEO grievances	109-111
Exclusions.....	107-108
Extensions	110
Guild grievances	111
Guild representational rights	108-110
Library grievances	111-112
Preparation time for employee	4-5
Steps and time frames	110-112
Notary services.....	6
Notification of meetings.....	3-4, 10, 43, 48, 84
Official time	
Bargaining.....	15
Employee use	4-5
Professional development and training committee	78
Representation	12-13
OVERTIME.....	53-54
PARKING.....	18

PARTIES AND PURPOSES OF AGREEMENT	1
Past practice.....	8
Pay, incorrect.....	5-6
PERFORMANCE EVALUATION.....	28-35
Advance notice	3, 32-33
Appraisal factors.....	28-29
Basis	29
Duty to bargain	28
Excellent and satisfactory ratings	32
Levels and kinds of rating	29-30
Outstanding rating	32-33
Performance requirements.....	28
Postponement of rating.....	31
Rating period	31
Retention preference, use in ratings.....	43
Reviews and appeals	34
Unsatisfactory rating.....	33-34
Uses.....	30
Within-grade determinations	35
PERSONNEL RECORDS.....	20-24
Employee review of	20-23
Ghost files	23
Medical records	23, 87, 89-90
OPF.....	20-21, 23
Supervisory notes	23-24
Worksite file	21-23
Physical exams	86
POSITION CLASSIFICATION	24-25
Alternative dispute resolution	100
Appeal process.....	108
Nongrievable	108
Position descriptions	
Classification promotion plans.....	26
Copies.....	6
Merit employment.....	36-37
PREAMBLE	1
Privacy.....	5,7
PROFESSIONAL DEVELOPMENT AND TRAINING	78-84
Career development	79-80
Duty to bargain	81
Forums and lectures.....	83-84
Information on.....	81
Intern program	82
Instructors, employees and time.....	84
Job exchanges	80

Library publications	83
New processes and equipment	81-82
Professional organizations, participation	82-83
Professional Policies and Development Committee	78,80
Professional reading	82
Reassignment	38
Record of training courses	79
Sabbatical	84
Skills bank	80
Training.....	79-82
Travel.....	83
Professional organizations	82-83
Protective equipment and clothing	7, 94
Reasonable accommodation.....	86, 88-89
Reasonable opportunity	88-89
REASSIGNMENT.....	39-40
Reduction-in-force.....	39-40
REDUCTION-IN-FORCE	40-48
Actions not covered by RIF	40
Advantage	41, 43
Claimed position.....	42-43
Competitive level and area.....	42
Duty to bargain	48
Hiring freeze	44
Furlough.....	47-48
Lateral reassignment in lieu of	41
Merit employment exception	36
Notice to employee and Guild.....	43-44
Part-time employees.....	40
Reassignment	40
Re-employment list.....	46
Retention preference.....	43
Retention register	44
Retreat rights.....	43
Right of first refusal	46-47
Steps.....	44-46
Time frames	43-44, 46-48
RELOCATIONS.....	84-85
Duty to bargain	85
REORGANIZATIONS.....	48-49
Duty to bargain	49
Representation at meetings.....	3-4
Responsibility to represent the interests of all employees in the unit	2
Room reservations.....	17, 19
Sabbatical.....	84

Sexual harassment	9
Shuttle bus service.....	10
Smoking.....	96
Stewards	
Duties	12
List of	13
Number.....	12
Protection for	10
Representation time.....	12-13
Repsonsibility to supervisor	13
Training.....	11
Subject matter experts (SMEs).....	37, 124, 126-128, 132-134, 137
Supervisory notes	23-24
Tardiness.....	68
TELEWORK PILOT PROGRAM	113-120
Accidents and injuries	119
Appeals	115
Definitions	114
Duration	113
Eligibility	113-114
Equipment and software	118
Emergency situations	117
Employee rights	120
Full day closing	117
Grievability and non-grievability	115, 116
Guild rights	119
Implementation	114
Intermittent or episodic offsite work	119
Joint Telework Committee	114
Late arrivals / early dismissals	117
Leave	117
Liability	118-119
Notification of participation	116
Offsite emergency	117
Offsite inspections	118
Participation	113-114
Performance evaluation	118
Pilot Program evaluation	119
Re-opener	119
Safety and inspection	118
Selection process	115
Telework pilot agreement	116, Appendix
Termination of participation	116
Time and attendance	117
Training	116

Types of telework	113
Work schedule	116
Time, employee preparation	4-5
TIME-OFF AWARDS	76-78
Duty to bargain	78
Toxic materials	95
Travel	85
USE OF OFFICIAL FACILITIES & SERVICES	16-18
Vacuuming.....	95
VOLUNTARY LEAVE BANK	69-76
Coercion	75
Definitions	69-70
Duration	69
Duty to bargain	76
Evaluation	76
Leave accrual	73-74
Leave Bank Board	70
Leave contributor	69-71
Leave bank member	69-71
Leave recipient	69, 72-73
Limitations on contribution	71-72
Non-grievable	73-74
Participation in leave bank and leave transfer programs	75-76
Recipient approval	72-73
Records and reports	75
Termination of medical emergency	74-76
Use of leave	74, 76
Weingarten right.....	3-4
Workers compensation	86-87
WORKING CONDITIONS.....	91-96
Asbestos.....	96
Computers	95-96
Congressional Accountability Act (CAA)	91-94
Duty to bargain.....	96
Emergency Management Plan	93
Ergonomics	95-96
Fire safety	93-94
Hazard abatement	92-93
Library of Congress Staff Emergency Procedures	92-93
Lighting	94
Medical needs	96
Meetings between Guild and Management	92
Office of Compliance (OOC)	91
Pagers for deaf employees	97
Provisions for disabled employees	93-94

Reporting unsafe / unhealthful conditions	91-92
Risk Assessment Code (RAC)	92-93, 140
Sanitary facilities.....	94-95
Smoking	96
Special furniture and equipment	96
Toxic materials.....	80