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

Local 12

Occupations Represented
Office clerks, general

Bargaining Agency U.S. Department of Labor

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Notes

Contact

Full text contract begins on following page.

AGREEMENT BETWEEN LOCAL 12, AFGE, AFL-CIO AND THE U. S. DEPARTMENT OF LABOR

Effective March 15, 1992

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PREAMBLE

This Agreement between the United States Department of Labor and Local 12 of the American Federation of Government Employees, AFL-CIO, is intended to foster a model workplace where all DOL employees are treated fairly and equitably, respect one another, and work together in a safe and healthy environment to carry out the mission of the Department.

This Agreement was reached through a non-adversarial process called "interest-based negotiations." In this process the parties came together to exchange their interests and to determine where mutual interests lie and how different interests could be resolved to the benefit of both parties. Throughout the process the parties recognized that their interests were sometimes mutual but often distinct, and that resolution of these varying interests required flexibility on both sides. The parties began by acknowledging their mutual interest in and commitment to the mission of DOL to foster, promote, and develop the well-being of our country's workers.

The parties envision creating a new cooperative spirit of labor-management relations at DOL through this Agreement. They are mindful, however, that disputes cannot be eliminated totally. Thus, the focus of this Agreement is to encourage ongoing communication between employees and managers and to foster the resolution of labor-management disputes on an informal level. Accordingly, the parties agreed on processes intended to expedite the resolution of disputes.

Further, the parties envision a new atmosphere at DOL where the Union and Management will work jointly in meeting the mission of the Agency and where the parties will assist each other in creating a workplace to serve as a model for the United States. Treating everyone with dignity and respect, eliminating all forms of discrimination and prejudice, and encouraging full employee involvement are key aspects of the model workplace that the parties are striving to create.

The parties recognize that it is in their mutual interest that both institutions, Management and the Union, be strong and viable. Therefore, both parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship.

Article 1
Coverage and Recognition

History

Section 1. Recognition

a. Local 12, American Federation of Government Employees, AFL-CIO, is recognized as the sole and exclusive representative of employees in the bargaining unit as defined in Section 3 of this Article.
b. As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. It is responsible for representing the interests of all employees in the bargaining unit without discrimination.
c. The Union shall be given the opportunity to be present at any formal discussion between Management and employees in the bargaining unit concerning any grievance, or any personnel policy or practice, or other general condition of employment of the employees in the bargaining unit.
d. The Department has the obligation to meet and discuss matters of concern to the Union.

Section 2. Contravention
The Department agrees that in regard to the bargaining unit, it will not enter into any other agreement, understanding or contract with any other organization, association or union that shall contravene or violate this Agreement except as required by law.
Section 3. Coverage
The bargaining unit to which this Agreement is applicable consists of all employees in the Washington, D.C., metropolitan area, except employees excluded under Section 4 of this Article.
Section 4. Exclusions from Coverage
The following employees are excluded from the bargaining unit covered by this Agreement:

a. All management officials;
b. All supervisors;
c. Employees who act in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations;
d. Employees engaged in personnel work in other than a purely clerical capacity;
e. Employees primarily engaged in investigation or audit functions relating to the work of bargaining unit employees whose duties directly affect the internal security of the Department but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity;
f. Employees who are engaged in administering any provision of law relating to labor-management relations;
g. All "Schedule C" and Senior Executive Service employees; and
h. Employees on temporary appointment of six (6) months or less.

Section 5. Definitions

a. Hereinafter, throughout this Agreement, the term "employee(s)" is synonymous with the term "bargaining unit employee(s)," unless specified otherwise.
b. Hereinafter, throughout this Agreement, the term "consult" or "consultation" means meaningful discussion to review a management plan or proposal with the opportunity to make suggestions prior to Management's final decision.

Section 6. Disputes Over Unit Coverage

a. When the bargaining unit status of a position changes, the Chief Steward for the affected Agency will be notified of the change prior to implementation.
b. If requested by the Agency's Chief Steward, the Agency will discuss the change in the bargaining status of the position in question prior to effectuating the change.

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The parties agreed to add Section 6 to reflect our desire to resolve potential disputes over bargaining unit status as early and informally as possible. The Agency Chief Steward will be notified of any changes to bargaining unit status prior to implementation. The Agency will discuss the basis for the change in status of the position if so requested by the Chief Steward; however, Management is free to implement the change in bargaining unit status once the discussions have concluded. If Local 12 disagrees with the Agency's determination on the bargaining unit status of a particular position, they may appeal that decision to the Federal Labor Relations Authority.

Article 2
Management Rights

Section 1. General

Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any Management official of the Department:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Department; and
b. in accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the Department, 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 Department operations shall be conducted;
(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and
(4) to take whatever actions may be necessary to carry out the Department's mission during emergencies.

Section 2. Exceptions
Nothing in this Article shall preclude the Department and the Union from negotiating:

a. at the election of the Department, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
b. procedures which Management officials of the Department will observe in exercising any authority under this Section; and
c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such Management officials.

Article 3
Employee Rights

History

Section 1. Respect in the Workplace

It is the intent of the Department of Labor that all employees shall be treated with fairness and dignity. It is recognized that employees covered by this Agreement are not without reciprocal obligations.

Section 2. Compliance With Laws, Rules, Regulations, and Agreement

Laws, rules, regulations, and the provisions of this Agreement should be enforced by Management and employees are expected to comply with them. Where Management finds that employee conduct is inconsistent with applicable law, rule, regulation, or the provisions of this Agreement and that conduct has been due to lack of enforcement, and where Management wishes to change or correct the inappropriate conduct, Management should apprise the employees of what is expected and that the law, rule, regulation, or the provisions of this Agreement will be enforced.

Section 3. Right to Join or Assist Union

Each employee shall have the right to join or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under law, such right includes 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 the Government, the Congress, or other appropriate authorities; and
b. To engage in collective bargaining with respect to conditions of employment through representatives.

Section 4. Conflict of Interest
This Agreement does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a Management official, supervisor, or a confidential employee, except as specifically provided in the law, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.
Section 5. Right to Remedial Relief for Employees in the Bargaining Unit
In seeking remedial relief under this Agreement, the grievant and the duly designated Union representative, if any, shall be free from restraint, interference, coercion, discrimination, and reprisal.
Section 6. Private Lives vs. Official Duties

a. The Department recognizes that an employee's financial obligations or obligations alleged by any creditor are private matters. In the event of a dispute between an employee and a private individual or firm with respect to an alleged debt or financial obligation, the Department will not take any action against the employee which is contrary to law, rule, or regulation.
b. Any DOL official who has authority to take, direct others to take, recommend, or approve any personnel action, shall not discriminate for or against any employee on the basis of conduct which does not adversely affect the

performance of the employee or the performance of others; except that nothing in this Subsection shall prohibit the Department from taking into account in determining suitability or fitness any conviction of the employee for any crime under the laws of any State, of the District of Columbia, or of the United States.

Section 7. Campaigns or Drives--Solicitation of Employees in the Bargaining Unit

a. Definition. For the purpose of this Article, solicitation of employees in the bargaining unit means requests for contribution for the Combined Federal Campaign, participation in Savings Bond Drive, blood drive, or other Department-approved solicitations which have been announced in generally published Departmental directives.

b. Participation. Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer or solicit for contributions. Absent a volunteer, the Department will request the Union to assist in providing the needed volunteer. No Management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision.

Section 8. Studies

Regarding proposed studies by Management affecting conditions of employment, the Union shall be notified in writing prior to the study with the reason stated for the study. The results of any such study shall be shared with the Union, in its capacity as the employees' representative, in writing, upon completion of the study. Either independently or through the Union (but with the understanding that there must be one voice on the matter), an employee has the right to respond to any study conducted by the Department.

Section 9. Use of Personal Audio Devices

Employees have the right to play radios, cassettes, etc., on the worksite so long as the use does not disturb the productivity of the employee or other employees within the worksite and does not distract clientele.

Section 10. Supervision and Assignment of Work

Consistent with the Management right to assign work to employees and to determine methods and means of performing work, employees can expect assignments to be made within reasonable bounds, consistent with grade level, position description, and performance. Employees will usually receive instructions from and make reports through established supervisory/managerial channels as described or depicted in pertinent position descriptions, organizational charts, and directives. Employees in the unit will be informed of whom they are to look to for supervision and performance appraisal.

Section 11. Polygraph Tests

The Department will not ordinarily request or require an employee in the bargaining unit to submit to a polygraph test.

Section 12. Required Membership and Participation in Professional Organizations

The Department agrees to pay for membership dues in professional associations whenever an employee is required to join such an organization by an appropriate level of Management in connection with the performance of his/her official duties. Such memberships shall be in the name of the Department for the employee. The Department also agrees to pay the expenses of employees for attendance at professional meetings, consistent with budget limitations and accounting regulations, provided it has been approved in advance by an appropriate level of Management.

Section 13. Work Plans

Employees have the right to propose new and innovative ways to carry out the mission or function of the Department. They may submit individual or joint work plans which may include elements such as methods to better accomplish a mission or function of the Department.

Appropriate Management will review the plans as to feasibility. If an employee's plan is rejected, the Department will inform the employee, in writing, as to why it was rejected.
Section 14. Services for Visually Disabled and/or Hearing Impaired Employees

a. Qualified Readers and Interpreters for Employees with Disabilities. The Department shall maintain a list(s) of qualified employees who may be requested to interpret for hearing-impaired or read for visually disabled employees when needed to assist in the accomplishment of official work. Any employee in the bargaining unit who performs such a service shall be allowed official time in which to do such work.
b. Taped documents. The Department shall maintain and provide, for the use of visually disabled employees, taped copies of:

(1) this Agreement; and
(2) regulations and other documents needed by visually disabled employees in their jobs, in accordance with Section 504 of the Rehabilitation Act.

c. Teletypewriter for Employees with Hearing Impairments. The Department will continue to maintain a teletypewriter in buildings where there are employees with hearing impairments, for those employees' use.
d. With respect to the provisions of this Section, as existing technology becomes outdated, the Department will provide modern technology consistent with budgetary limitations.

Section 15. Travel
Consistent with Management's right to assign work and direct employees and in accordance with law and government regulations, Management will consider employees' personal needs with respect to scheduling travel, and Management will not ordinarily require travel on the weekends for activities over which the Department has control.
Section 16. Personnel Records
a. Official personnel records will be collected, maintained, or retained in accordance with law, Government-wide regulations, and this Agreement.
b. Employees and/or their authorized representatives, in accordance with 29 CFR 70a, may be granted reasonable amounts of official time, upon approval of the supervisor, to:

(1) examine any of their personnel records, except those limited by Office of Personnel Management and Department of Labor regulations; and
(2) submit to the appropriate Personnel Officer responses to material placed in the records.

Section 17. Complaints
Any complaints directed at individual employees that become part of the personnel records will be available for review upon request by the employee in accordance with Section 16 of this Article.

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The parties agreed to add Section 2 to reflect that laws, rules, regulations, or the provisions of this Agreement should be enforced by Management and that employees are obligated to comply with them. However, the parties also acknowledge that occasionally employee conduct may deviate from such compliance where Management has been lax in enforcement. If such a situation develops and then Management subsequently determines that it will enforce the

applicable law, rule, regulation, or provision of this Agreement, Management should bring this to the employees' attention. In other words, employees should know the "rules of the game" so they will not be surprised. The parties agreed that this provision in no way interferes with Management's right to discipline employees or the employee's/Union's right to challenge disciplinary actions.

The parties agreed that the intent of "etc." in Section 9 of this Article means the following: Employees do not have the right to watch television at the work site on work time. Employees may watch television during their lunch and other breaks as long as it does not disturb their co-workers and the television is not watched in work areas which can be observed by visitors to the office.

Article 4
Flexible Work Plans

History

Section 1. General

a. All currently negotiated flexitime plans in existing Supplemental Agreements will continue under this Article, except as provided in 1.c. below. All employees not already on a negotiated flexitime plan will be covered by one of the schedules defined in Section 2 below.
b. A minimum of sixty (60) percent of the employees will be covered by a Variable Work Week Schedule or a Maxi-Flex Schedule.
A maximum of forty (40) percent of the employees will be covered by one of the following: Flexitour, Modified Flexitour, Gliding Schedule, Modified Gliding Schedule, Compressed Work Schedule, and the Variable Day.
c. Under any of the authorized schedules, any employee may continue working a standard workday. All plans currently not in conformance with this Article will be brought into conformance, and a plan to be negotiated for the Office of the Solicitor will be implemented, within seventy-five (75) calendar days from the signing of this Agreement. Each Agency under this program may have not less than fifteen (15) percent of the bargaining unit employees in that Agency on a Variable Work Week Schedule or Maxi-Flex Schedule.
d. This Article and any Supplemental Agreements will be administered according to Title 5 U.S. Code, Chapter 61, Subchapter 2, and 5 CFR 610 Subpart D.

Section 2. Definitions

a. For the purposes of this Article, the following definitions shall apply:

(1) Maxi-flex is a flexible schedule which contains core time bands on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. An employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.
(2) Variable week is a flexible schedule containing core time on each workday in the biweekly pay period in which a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. An employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.
(3) Flexitour is a flexible schedule containing core time on each workday in which an employee, having once selected starting and stopping times within the flexible time band, continues to adhere to these times. Opportunities to select different starting and stopping times may subsequently be provided by the Agency. Modified Flexitour is the same as Flexitour except that the employee may modify his/her schedule with the prior approval of the supervisor.
(4) Gliding Schedule is a flexible schedule containing core time on each workday in which a full-time employee has a basic work requirement of eight (8) hours in each day and forty (40) hours in each week, and may select an arrival time each day and may

change the arrival time daily as long as it is within the established flexible time band. Modified Gliding Schedule is the same as gliding schedule except employees must ensure minimum coverage is maintained during customer service hours.
(5) Variable Day is a flexible schedule containing core time on each workday in the week and in which a full-time employee has a basic work requirement of forty (40) hours in each week. An employee may vary the number of hours worked on a given workday within the week, within the limits established for the organization.

b. In the above schedules, the following definitions shall apply:

(1) Credit hours are earned for the time voluntarily worked in excess of an employee's basic work requirement. Employees may not "borrow" credit hours in advance between pay periods. Employees may carry over up to twenty-four (24) credit hours from pay period to pay period. Credit hours are earned and may be used in fifteen (15) minute increments. However, time spent in Absent Without Leave (AWOL) status will not count toward the basic work requirement for the purpose of accumulating credit hours.
(2) Core hours are those designated times and days during the biweekly pay period when an employee must be present for work. Core hours shall be five (5) hours a day. Core hours will normally be 10 a.m. until 3 p.m., unless decided otherwise by the appropriate Agency committee. With the supervisor's approval, an employee may use credit hours or leave during core hours.
(3) Overtime hours are all hours in excess of eight (8) hours in a day or forty (40) hours in a week which are officially ordered in advance, but does not include credit hours.

c. For the purposes of a compressed work schedule, the following definitions shall apply:

(1) Compressed schedule:

(a) In the case of a full-time employee, an eighty (80) hour biweekly basic work requirement which is scheduled for less than ten (10) workdays;

(b) In the case of a part-time employee, a biweekly basic work requirement of less than eighty (80) hours which is scheduled for less than ten (10) workdays;

(c) The compressed schedules used most often are the 5-4/9 and the four (4) day week. In the 5-4/9 full-time employees work eighty (80) hours for the biweekly pay period five (5) days in one week and four (4) days the next week. In the four (4) day week full-time employees work forty (40) hours, four (4) days each week.

(2) Overtime hours are any hours in excess of those specified hours which constitute the compressed schedule.

Section 3. Timekeeping

Serial sign in/sign out sheets showing times of arrival and departure will be used to record and report attendance. Under the serial sign in/sign out method, employees sign their name and record their time of arrival in order, one after the other. When departing from work at the end of the employees' work day, employees again sign their name and record their time of departure in order, one after the other.

In addition to the serial sign in/sign out sheets, individual logs will be located at employees' desks and maintained daily by employees. For each pay period, employees will submit the logs to their supervisors for certification. For each day, total time will be rounded up or down to the nearest fifteen (15) minutes.

Section 4. Committees

a. Each Agency shall have a joint Labor-Management Flexitime Committee which will be composed of equal numbers from each party. The Agency Flexitime Committee shall implement the provisions of this Article and oversee its functioning. All problems arising from implementation of the plan which cannot be resolved at a lower level shall be submitted to the Agency Flexitime Committee. The Committee will attempt to resolve any problems within the plan. The Committee will meet at any time at the request of either party. Decisions will be made by agreement of the parties.

b. There shall be a committee at the Departmental level composed of equal members from each party to oversee implementation and functioning of the plan.

Section 5. Hours of Work

Employees on the day shift may begin work as early as 6:00 a.m. and may work as late as 8:00 p.m., Monday through Friday. Employees will not receive premium pay for hours worked past 6:00 p.m. unless such work is approved overtime.

Employee(s) will verbally inform their supervisor(s) of their personal plans to work both more than eight (8) hours and beyond the end of the official work day of the immediate supervisor by no later than the end of the core hours of the day on which the hours are to be worked, so that the supervisor may make or alter the employee's work assignment.

Section 6. Negotiations

Where either party has a problem with the functioning of a schedule, they may initiate negotiations to change, modify, or terminate the schedule.

Section 7. Part-Time Employees

a. The basic work requirement for a part-time employee is the number of hours which that employee is required to work or otherwise account for by use of credit hours, approved leave, compensatory time, or excused absence during a pay period.

b. The basic work requirement for a part-time employee is the number of hours that employee is scheduled to work on that day.

c. Core hours will not necessarily apply to part-time employees. Appropriate arrangements will be worked out between the employee and the supervisor, consistent with the needs of the office and the spirit of the program.

Section 8. Pay Administration

Employees will be paid for the number of hours worked plus the amount of leave used (except Leave Without Pay). For pay purposes, credit hours will be treated as a type of leave.

Section 9. Shift Work

Employees on all shifts will be covered under this Article.

Section 10. Coverage of Office Functions

a. Management will continue to have responsibility for seeing that the mission of the Department is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office are fulfilled. Some examples of the principal forms of coverage are:

(1) having phones answered;
(2) providing clerical, technical, and professional support;
(3) providing office representation at essential meetings;
(4) handling inquiries from the public; and
(5) providing program needs based on business necessity.

b. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. The opportunity of each employee to maximize his/her flexible work hours shall be consistent with the coverage of legitimate work unit functions. The official work day for office coverage shall be an 8 1/2 hour day, Monday through Friday.

Section 11. Abuse
Any problems of individual abuse of the timekeeping system provided in Section 3 will be reviewed and acted upon by the Department. Such action may include exclusion of employees from a flexible work schedule.

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This Article rolls over the language that was agreed to at negotiations in 1989. This bargaining history reflects the intent of the parties when this Article was negotiated in 1989.

This Article provides that all bargaining unit employees not currently covered by a flexible work plan will now be covered by one of the flexible schedules outlined in Section 2.

The Department proposed, and the parties agreed, to add Section 3 requiring the use of serial sign in/sign out sheets to record employees' time of arrival and departure in sequential order. As a part of the Agreement, the number of credit hours that could be carried over was increased to twenty-four (24) hours, the maximum allowed by law.

The parties also agreed to add Section 5 to reflect that employees planning to work more than eight (8) hours in a day and beyond the end of the supervisor's official workday are to inform their supervisor of their intent to do so. This language was added so that supervisors may establish or restructure work priorities which are to be performed during these additional work hours. This requirement is not applicable to those on fixed work schedules, including those working a 5-4/9 schedule. It is expected that employees will abide by this requirement and those who fail to do so should be reminded of the requirement. Continued failure to inform the supervisor may be viewed as refusal and may be deemed to be abuse of the system and grounds for removal from participating in a flexible work schedule.

Section 11 was added to reflect that in cases where an employee abuses the flexible work provisions, the employee may be removed from participating in a flexible work schedule. This language had previously been included in a separate agreement on timekeeping.

Article 5
Leave

History

The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of leave.

Section 1. Annual Leave

a. The taking of annual leave is a right of an employee. The granting and scheduling of said leave is based on the needs of the Department in accomplishing its mission. The employee and supervisor are encouraged to plan, to the extent possible, the utilization of annual leave.
b. Annual leave which will be earned during the leave year will be credited at the beginning of the leave year and is available for use during the year. However, if an employee separates from DOL prior to the end of the leave year, he/she will be required to pay back the value of any leave taken above that which has been accrued as of the date of separation.
c. Except in an emergency (unanticipated event), annual leave must be requested in advance (i.e., when the employee has knowledge of the need). Management's decision to grant or deny annual leave will be based solely on mission requirements; except in emergency situations, the reason for the leave request will not be considered. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee would be able to take the requested leave.
d. Annual leave may be used in increments of thirty (30) minutes (.5 hours) once the Department's computer system is programmed to accommodate this change.
e. Annual leave which is accrued beyond 240 hours will be lost at the end of the leave year unless it is used or the leave is restored. Annual leave above the 240 hour carry-over limit may be restored if: (1) the leave has been requested by the employee in writing before the beginning of the third pay period before the end of the leave year; (2) it is approved by the supervisor in writing but is subsequently not used in the leave year due to illness or business exigency; and (3) it cannot be rescheduled during the remainder of the leave year.

Section 2. Sick Leave

a. Earned sick leave will be granted when an employee:

(1) requests advance approval for medical, dental, or optical examination or treatment;
(2) is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; or
(3) is required to give care and attendance to a member of his/her immediate family afflicted with a contagious disease, or would jeopardize the health of others because of exposure to a contagious disease.

b. A contagious disease is a disease ruled to be subject to a quarantine, requiring isolation of the patient, or requiring restriction of movement by the patient for a specified period of time as prescribed by the local health authorities having jurisdiction.
c. When an employee in the unit is unable to report for duty because of illness or injury, notification must be given to the appropriate supervisor as soon as

possible, normally no later than the beginning of core hours. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave.

d. Sick leave may be used in increments of thirty (30) minutes (.5 hours) once the Department's computer system is programmed to accommodate this change.

e. A period of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's written statement may be accepted in lieu of a medical certificate. When an employee's absences indicate a possible abuse of sick leave, the submission of a medical certificate may be required to support any leave absence regardless of its duration, in accordance with Section 3 below.

f. Upon request and the presentation of a medical certificate, sick leave will be advanced to permanent employees in the bargaining unit, not to exceed thirty (30) days, for cases of serious illness or injury and when the employee's absence extends beyond three (3) consecutive days. However, no advance sick leave will be made to employees for whom future accrual of sick leave is doubtful.

Section 3. Leave Restriction

a. Supervisors should discuss concerns regarding leave usage with the employee at the earliest opportunity.

b. Leave abuse may be present when:

(1) proper procedures are not followed in requesting leave;
(2) the pattern of taking leave is disruptive to the mission of the office; or
(3) prior leave patterns may indicate a misuse of leave.

c. When an employee's absences indicate an abuse of leave, the employee will be advised in writing of the problem and the appropriate restrictions which apply. The leave restriction should deal with the identified leave abuse problem and the procedures which must be followed to obtain leave. Leave restrictions will be in place for no longer than four (4) months. However, if the problem persists, the leave restriction may be extended in increments of four (4) months or less.

Section 4. Leaves of Absence for Full-Time Union Business

a. Management agrees, upon written request, to approve a leave of absence for any bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees (AFGE), AFL-CIO, or an officer of Local 12, AFGE, for the purpose of serving full time in the elected position.

b. Leaves of absence granted under Section 4.a. of this Article will be for a period concurrent with the term of office of the elected official or representative and will be automatically renewed by Management upon notification in writing from the elected official or representative that he/she has been re-elected and wishes to continue in a leave of absence status.

c. An employee within the unit may accept full-time employment to an appointed position with AFGE, and shall be granted leave of absence by the Department for a period of up to one (1) year, which leave shall be extended upon request, with the consent of Local 12, up to a total period of two (2) years. No more than three (3) employees within the bargaining unit shall be granted such leave during any given period.

d. The Union agrees that all of the leaves of absence granted or approved in accordance with this Article are without pay and subject to all conditions that may be imposed by law or higher regulation.
e. Employees on leave of absence, as described in this Section, are entitled to coverage under the health, life insurance, and retirement programs, as provided for by Title 5 of the United States Code and Office of Personnel Management regulations.
f. Management, to the extent of its authority, shall place the employee at the end of the leave of absence in the position the employee left, or one of like status, grade, and pay.

Section 5. Leave Without Pay (LWOP)

a. Leave without pay (LWOP) is a temporary nonpay status and approved absence from duty granted upon the employee's request during hours which an employee would otherwise work or for which he/she would be paid.
b. Requests for extended leave without pay, not to exceed one (1) year, may be approved if they can be justified under standards and criteria outlined in Federal Personnel Manual (FPM) Chapter 630 and its supplement.
c. Other requests for short periods of leave without pay may be granted, depending on workload and the needs of the Department.
d. Information regarding the impact of LWOP on employee benefits may be obtained from the employee's servicing Personnel Office.

Section 6. Absence Without Leave (AWOL)

a. Absence without leave (AWOL) is absence without approved leave. An employee may be charged with AWOL when absent without prior authorization and without adequate reason for failing to obtain prior approval for the absence.
b. A charge to AWOL is not a disciplinary action but may serve as the basis for taking disciplinary action.

Section 7. Administrative Leave

a. Administrative leave is an authorized absence from duty without loss of pay or charge against leave which supervisors may grant. It may be granted for purposes related to but not part of an employee's regular duties, or for civic duties or activities which are deemed to be in the interest or to further a function of the Department. Administrative leave can only be granted for activities which can be paid for by DOL appropriations and which cannot be accomplished outside regular business hours.
b. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at work. Such arrangements should include exploring alternative means of transportation, if they are available.
c. Management may apply administrative leave to tardiness which is clearly attributable to extraordinary weather, public transportation, or traffic tie-up conditions. In considering requests for excused absences, Management shall consider factors such as the distance between the employee's residence and place of work, the modes of transportation available to an employee, and the efforts made by employees traveling under similar circumstances in getting to work on time.
d. Registration and Voting

(1) As a general rule, where the polls are not open at least three (3) hours before or three (3) hours after an employee's regular hours of work, the employee may be granted an amount of administrative leave to vote in a civil election which will permit the employee to report for work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.
(2) Under exceptional circumstances where the general rule does not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances in the individual case, but not to exceed a full day.
(3) If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off in order to be able to make the trip to vote. Where more than one (1) day is required to make the trip to the voting place, the Department shall observe a liberal policy in granting the necessary leave for this purpose. Time off in excess of one (1) day shall be charged to annual leave or if annual leave is exhausted, then to LWOP.
(4) For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day round-trip travel distance of the employee's place of residence.

e. Civil Defense Activities

(1) Full-time employees who participate in Federally recognized civil defense programs may be excused for a reasonable amount of time, to participate in pre-emergency training and test programs, without charge to leave up to a maximum of forty (40) hours in any calendar year.
(2) Employees seeking approval for administrative leave under this Section shall provide to the supervisor evidence from State or local civil defense officials that the employee served or participated in such programs pursuant to a specific request of a public governmental body or organization established pursuant to and in accordance with a State civil defense law.

f. Participation in Military Funerals

An employee who is a veteran of a war or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or deduction from annual leave up to four (4) hours, to enable the employee to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States.

g. Blood Donation

An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, may be granted sufficient administrative leave to donate blood up to four (4) hours on the same day on which the donation is

made and not more than once in a calendar month.h. Medical Administrative leave may be granted for:

(1) Absence to obtain services available at the Employee Health Unit at work;
(2) Absence to travel to, undergo, and return from a medical examination requested by an authorized Department official; or
(3) Absence while undergoing initial examination and emergency treatment of work-related injuries on the day of injury.

i. Examinations
Administrative leave may be granted as follows:

(1) Absence to take either Departmental or civil service examinations required in connection with:

(a) A promotion, reassignment, or other position change in the Department;
(b) Acquisition of civil service status in the Department; or
(c) Consultation with DOL employee development personnel, or taking an aptitude or other test arranged for by such personnel.

(2) Absence for up to three (3) workdays to take a Certified Public Accountant (CPA) examination, provided that accounting is directly related to the employee's current duties.
(3) Absence of a legal assistant or attorney either as a means of qualifying for appointment as attorney, or if deemed by the Department to be necessary for the effective conduct of the Government's business:

(a) while taking an examination for admission to the bar of any State or of the District of Columbia (either for initial admission or for admission in another jurisdiction); or
(b) while appearing in court to be admitted to practice, either initially or in another jurisdiction.

Section 8. Court Leave
An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of the Federal Government or State or local Government.
Section 9. Religious Leave
A supervisor may permit an employee to work compensatory time off for the purpose of taking time off without charge to leave when religious beliefs require the employee to abstain from work during certain periods of the workday or workweek, to the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Department's mission. The employee may work the compensatory time off either before or after taking it. In either case, the employee must establish a schedule with his/her supervisor to work the compensatory time off.
Section 10. Leave Transfer Program

a. The parties agree to establish a Joint Committee within three (3) months of implementation of the Agreement. The Committee will develop strategies

designed to promote and encourage DOL employee participation in the Leave Transfer Program. The Joint Committee will also evaluate the operation of the Program, including procedures used with respect to actual leave donated and instances of such leave being unused and forfeited.
b. The Joint Committee will review disapproved applications of potential leave recipients in the bargaining unit and may authorize approval of such. The decision of the Joint Committee is final and cannot be grieved.
c. Unused donated leave shall be returned to donating employees in increments the Department utilizes to account for leave.

Section 11. Lunch Period
Employees' normal lunch break will begin no earlier than 11:00 a.m. and conclude no later than 2:00 p.m.

Article 5
Bargaining History
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Section 1. Annual Leave

The parties agree that employees and managers have interests in this area but should be considerate in requesting and granting annual leave.
The parties also agreed to the use of annual leave in 30-minute increments once the computer system is programmed to accommodate this change. The parties will review this provision one (1) year from the effective date of this Agreement.

Section 2. Sick Leave

The parties discussed the procedures by which sick leave is requested and approved/denied. It was agreed that since sick leave must be used for delineated purposes outlined in Section 2.a., the supervisor has the right to inquire as to the reason(s) for the request and verify the reason(s), as appropriate. However, the supervisor should not be overly intrusive and only ask for information necessary to determine if the request is legitimate. The parties agreed that every effort should be made to respect and maintain the employee's privacy.

The parties added the definition of contagious diseases in Section 2.b. The determination of what constitutes a contagious disease is made by the local Health Official having jurisdiction and not DOL. The local Health Official having jurisdiction means the jurisdiction where the patient resides, is quarantined, or attends school if appropriate.

The parties also agreed to the use of sick leave in 30-minute increments once the computer system is programmed to accommodate this change. The parties will review this provision one (1) year from the effective date of this Agreement.

Section 3. Leave Restriction

The parties discussed their common interest in providing employees with discretion in their use of leave consistent with mission requirements, that employees not abuse leave, and that leave problems should be addressed by the supervisor promptly. This is a new Section added to the Agreement to address Union concerns regarding what constitutes leave abuse, uniformity in application of leave abuse letters, the duration of leave restrictions, and that restrictions should address the specific leave problem.
The parties agreed to language in Section 3.a. that the supervisor should discuss leave concerns

with the employee at the earliest opportunity so that an employee is aware of the concerns and the appropriate leave procedures may be reviewed with the employee.

The parties also agreed to language in Section 3.b. delineating when leave abuse may be present. Leave abuse concerns may be focused on one, two, or all three of the cited indicators of potential abuse. While Sections 3.b.(2) and 3.b.(3) both refer to patterns, there is an important distinction. Section 3.b.(2) covers a problem such as when an employee has developed a pattern of calling in on Monday mornings to request annual leave or leave without pay for that day. Although no misuse of leave may be involved, the practice of always requesting leave at the last minute is disruptive to the office. The supervisor may therefore inform the employee, through a leave restriction letter, that such leave will not be approved in the future since it is disruptive to the accomplishment of work requirements. However, such a pattern of leave-taking might be approved if requested enough in advance to allow the supervisor to plan for the absences so that work requirements may be accomplished. Leave referred to in Section 3.b.(3) incorporates all types of approved leave, including emergency annual leave, sick leave, emergency sick leave, or leave without pay. The issue here is that a pattern has developed that raises questions about the legitimacy of the requests. An example might be where an employee is "sick" or has an "emergency" every Monday. In such circumstances a leave restriction may be appropriate in order to get additional information to justify the repeated requests.

In discussing this issue, both parties agreed that leave restriction letters should not be based solely on use of approved leave and if there are leave concerns as outlined in Section 3.b., the supervisor may address these concerns in a manner other than placing the employee on leave restriction, including denying the leave or charging the absence as Absence Without Leave (AWOL).

The parties agreed to the language in Section 3.c. to address the concern that leave restriction letters were either overly broad in that the restriction was not limited to the specific abuse problem which exists and, in some instances, dealt with performance issues. For example, if an employee abuses sick leave, the leave restriction should only apply to sick leave. However, where there is a pattern of abuse involving more than one type of leave, the restriction may be as broad as necessary to address the leave problem. Leave restrictions should be used solely to address leave concerns and not performance-based problems.

The parties also agreed to place some general time frames for the duration and subsequent extension of leave restriction letters. The original leave restriction letter may be in place for no longer than four (4) months. The restriction may be in place for a shorter duration if the supervisor deems it appropriate. If the leave problem persists, the leave restriction may be extended for additional periods of up to four (4) month increments.

Section 5. Leave Without Pay (LWOP)

This Section was modified to define what is meant by Leave Without Pay (LWOP) to address confusion as to the differences between LWOP and AWOL. In response to a Union concern that LWOP was viewed in a negative fashion by supervisors similar to AWOL, management indicated that it does not view LWOP as either negative or positive and that LWOP is available subject to supervisory approval and work requirements. Lastly, servicing Personnel Offices will provide requesting employees with a Handout summarizing the impact of LWOP on their benefits.

In determining whether the request for extended LWOP can be granted pursuant to regulation, supervisors will apply the Federal Personnel Manual standards and criteria applicable at the time of the request.

Section 6. Absence Without Leave (AWOL)

This Section was added to define AWOL and to make clear that it may serve as the basis for taking disciplinary action. Language referring to "prior authorization" assumes that the leave was requested, and approved, for legitimate reasons.

Section 7. Administrative Leave

Subsections a., d., e., f., g., h., and i. were added to reflect activities for which administrative leave may be authorized.

Section 8. Court Leave

This Section was added to reflect current regulations governing court leave.

Section 9. Religious Leave

This Section was added to reflect current regulations governing religious leave.

Section 10. Leave Transfer Program

This Section was added to incorporate the previously negotiated Memorandum of Understanding on this topic.

Section 11. Lunch Period

This Section was added to clarify when the lunch period can be taken.

Article 6
Family Leave and Dependent Care

Section 1. General

In recognition of the need for a flexible and compassionate leave policy to assist employees to blend their worklife and their family responsibilities, and to promote a harmonious relationship among their needs, Management will consider all reasonable and timely requests from employees that meet the criteria established for leave as provided for in the following Sections. Further, because we recognize that balancing home and workplace needs is important to the well-being of employees and therefore the productivity of the Department, Management and Local 12 support DOL programs designed to assist employees in meeting their family care needs. The intent of this Article is to encourage the development of innovative and cost-effective approaches to providing additional assistance in meeting employee family care needs. The Department, to the extent permitted by Government rules and regulations and budget, will support these programs.

Section 2. Maternity, Paternity, and Child-Rearing Leave

a. Use of Annual Leave or Leave Without Pay
An employee may be granted any combination of annual leave or leave without pay, for a period up to two (2) years for the purposes of pregnancy and for assisting or caring for the minor children of the employee (including adopted children or children in the custody of the employee) or the mother of a male employee's newborn child while the mother is incapacitated for maternity reasons.
b. Use of Sick Leave
A female employee may use sick leave to cover the time required for physical examinations and to cover any period of incapacitation due to pregnancy. Such sick leave may be used in combination with annual leave and leave without pay.

Section 3. Family Leave

a. An employee may be absent on annual leave or leave without pay for purposes of aiding, assisting, or caring for family members.
b. An employee requesting extended annual leave or leave without pay shall provide Management a reasonable advance notice which is commensurate with the extended period of absence. All leave will be granted subject to mission requirements of the Agency.
c. In the case of extended periods of absence, Management will attempt to return the employee to the same job and location. Employees on extended approved absences may be recalled subject to the needs of the Agency mission.

Section 4. Adoptive Leave
Annual leave, leave without pay, or sick leave, in accordance with Office of Personnel Management (OPM) regulations, can be used by an employee for those absences associated with their adoption of children.
Section 5. Types of Dependent Care Programs

a. Dependent care assistance may include, but is not limited to, the following:

(1) Child care and elder care referral services;
(2) Seminars, workshops, and exhibitions;

(3) Periodic newsletters and brochures;
(4) Family resource centers;
(5) Consultants to assist employees with dependent care problems; and
(6) DOL cooperation with other Agencies regarding Dependent Care Programs, including Infant and Child Care Centers.

b. Employees are encouraged to take advantage of Dependent Care Programs. New employees should be informed about the availability of Dependent Care Programs during orientation.

Section 6. Local 12 Involvement

The Department will keep Local 12 advised of the status of Departmental Dependent Care Programs. Local 12 will be afforded the opportunity to provide input on the operation of the Department's Dependent Care Programs and to participate in task groups or committees involved in developing and formulating such programs as appropriate.

Section 7. Definition of Family Member

For the purposes of this Article, family member means the following relatives of the employee:

a. Spouse and parents thereof;
b. Children, including adopted children, and spouses thereof;
c. Parents;
d. Brothers and sisters, and spouses thereof; and
e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Article 7
Day Care

Section 1. Provision of Child Care Facility

The parties agree that the Department shall provide and maintain a child care facility, including space, office equipment, playground equipment, supplies, telephones, and maintenance services for the maximum number of children within the space currently used. All such equipment and services shall be for the duration of this Agreement.

Section 2. Management of Child Care Facility

The parties agree that the management of the facility shall be undertaken by the Department of Labor Child Development Center for the life of this Agreement. Each party shall designate one (1) representative to serve on the Board of Directors of the Center.

Section 3. Priority on Admission

The facility is dedicated to serve the needs of the employees of the U.S. Department of Labor. Priority on admission shall be given to children of DOL employees. Children whose parents are not employees of the Department may be admitted only when no child of an employee of the Department is available to fill an appropriate vacancy.

Section 4. Administrative Leave to Attend Meetings

Each parent member of any governing body of the Center shall be allowed up to two (2) hours per month of administrative leave to attend meetings of that body. Each parent shall be allowed up to two (2) hours of administrative leave per month to attend meetings of the Center.

Section 5. Reopening Negotiations

If the use of appropriated funds is authorized by any source which could affect the operation (scope or activities) of the DOL Child Development Center, negotiations on this Article may be reopened at the request of either party.

Article 8
Receipt of Pay

The Department agrees to take such steps as it reasonably can be expected to take to overcome problems created by tardy receipts or non-receipts of employee paychecks due to electronic or delivery errors. Where an employee is absent from work for lack of funds resulting from such errors, and demonstrates that his/her absence was so caused, these facts may be taken into consideration in mitigating any disciplinary action taken against the employee for the absence.

Article 9
Employee Wellness

Section 1. General

The Department and Local 12 agree that the well-being of Department of Labor employees is a mutual interest of fundamental importance. Accordingly, we are mutually committed to maintaining a healthy, quality work environment for those employees and to promoting and fostering programs which will enhance their well-being. The Department, within budgetary limitations, operates a health services program and wellness/physical fitness programs. To the extent of its authority and resources, the Department is committed to providing a quality work environment for its employees. The Department and Local 12 recognize that some of the activities envisioned in this Article may involve voluntary employee financial contributions, in part or whole. While the Department and Local 12 are committed to these activities as positive contributions to employees' well-being, job performance, and productivity, they agree that employee wellness is ultimately the individual responsibility of each employee.

Section 2. Health Services Program

a. The Department has established, within budgetary limitations, a Health Services Program according to guidelines and procedures specified in Department of Labor Manual Series (DLMS) 4, Chapter 800. Various health services may be provided to the Department's employees through the Program including periodic medical screening for early detection of potential health problems such as diabetes, visual defects, glaucoma, hearing defects, etc.; immunizations; periodic medical examinations for employees whose work is a source of health risk; and biennial health maintenance examinations.
b. Biennial employee health maintenance examinations will be offered to employees age forty (40) and over, within budgetary limitations. Priority will be given to those employees applying for the first time. After this, priority will be given to employees on a first-come, first-serve basis. Employee participation will be voluntary. Results of the examination will be furnished only to the employee and/or to a private physician designated by the employee in writing.
c. The Department will advise employees periodically of the availability of such periodic medical screening and health maintenance examinations so that those eligible employees who are interested may apply. At least two (2) weeks will be allowed for employees to respond to notices for health maintenance exams.

Section 3. Wellness/Fitness Programs

a. The Department and Local 12 are mutually committed to the concept of wellness and fitness programs as a valuable means of enhancing the well-being, and thereby, the performance and productivity of the Department's employees. In addition to the more traditional medical services provided by the Department, wellness programs can provide counseling and assistance to employees on health issues such as life style, nutrition, avoidance of harmful substances, and positive mental health. Fitness programs are developed as one component of the Department's overall commitment to employee wellness.
b. Local 12 will work cooperatively with the Department in developing wellness/fitness programs for the Department's employees. The Department will share with Local 12 at least annually reports on the current status of its wellness/fitness programs. Local 12 will participate with the Department in identifying employee wellness/fitness needs and developing the programs which will address those needs. The Department will notify Local 12 prior to

implementing any new programs according to their normal notification procedure.
c. Because of the variety of work locations of employees in the Washington, D.C., metropolitan area, various physical fitness/wellness program models will be developed to meet employee needs. These models may, within budgetary limitations, do any of the following:

1) Coordinate with other local Federal Agencies to establish a joint program;
(2) Establish a program or fitness center for DOL employees only;
(3) Obtain a group contract with a commercial facility;
(4) Negotiate a corporate rate for employees with a commercial facility; or
(5) Provide financial assistance for employees with personal memberships at commercial facilities when the models above are not practical.
To the extent possible, these programs will be tailored to the unique conditions at each work location.

d. The Department and Local 12 agree that the costs for wellness/fitness programs will normally be shared by participating employees with the Department. The Department's funding formula, which sets a limit per participating employee for the Department's share, will apply both to start-up costs for new programs and recurring costs for established programs. As the amount of Federal funds available to support Federal fitness/wellness programs is limited, it is agreed that the Department will periodically review the formula for determining the amount of funds available for this purpose. The reason for periodically reviewing the formula is to ensure that the Department will share with participating employees the costs associated with establishing and maintaining viable physical fitness/wellness programs.
e. Employees are encouraged to take advantage of fitness/wellness programs. New employees should be informed about the availability of fitness/wellness programs during orientation.

Section 4. Fitness Center in Frances Perkins Building

a. The parties agree that the Department shall provide and maintain a fitness center, including space, office equipment, supplies, telephones, and maintenance services in the Frances Perkins Building (FPB) on the Service Level (SL-7). All such equipment and services shall be for the duration of the Agreement.
b. This Fitness Center shall be managed by the Department of Labor Fitness Association (DOLFA), which was created and exists in accordance with the Federal Personnel Manual, Chapter 252, for the purpose of operating physical fitness, athletic, recreational and other related services, activities and facilities for the mutual benefit of its members for the life of this Agreement. Each party shall designate one (1) representative to serve on the DOLFA Board of Directors.
c. The Department will maintain showers, locker rooms, and an exercise facility elsewhere in the FPB for employees who choose not to belong to the Fitness Center.
d. DOLFA shall be controlled by the dues-paying members of the organization. Members shall have the right to run for office, nominate candidates for office, and vote for officers. DOLFA will charge a basic user fee as established by the Board of Directors, to cover the costs to it of providing basic physical fitness and occupational health programs and other services and accommodations to its

members. Changes in the basic user fee are subject to approval by a majority of the votes cast in a special membership vote.

Section 5. Other Fitness Programs

Fitness programs negotiated for all other DOL work locations will continue in effect.

Section 6. Renegotiation

If a shortage of funds or Department mission priorities require changes in the Department's support of Fitness Centers, negotiations on this Article may be reopened at the request of either party.

Article 10
Flexiplace

History

Section 1: Purpose

DOL Management and Local 12 jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing this benefit, both parties also acknowledge the needs of the DOL to accomplish its mission.

Any Flexiplace program established under this Article will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or part of the workweek.

Section 2: Types of Arrangements: Informal and Formal

Formal arrangements are permanent in nature and include working at home, telecommuting centers, or other sites approved by the supervisor. Formal arrangements require a written agreement between the supervisor and the employee as specified in Section 15.

Informal arrangements are ad hoc or episodic in nature for short periods of time. These arrangements, which are reached informally between the supervisor and employee, are not permanent, are not regular or recurring, and do not require a written agreement. Such arrangements will normally take one day or less, but could last longer if a project or work assignment necessitates more time. Informal arrangements are not to be used as trial periods for formal arrangements.

Section 3: Eligibility for the Formal Program

Consistent with the parties' goals of fostering a family-friendly workplace, all employees are eligible to participate in the Flexiplace program if the following criteria are met:

A. Whether a sufficient amount of the employee's work, in fact, can be performed at an alternate worksite. It is understood that the accomplishment of the Agency's mission is paramount. While supervisors and managers are encouraged to be progressive in regard to reengineering or restructuring how their offices operate or the manner in which they assign work, there is no contractual obligation or requirement on management to do so to accommodate an employee's request to participate in Flexiplace.
B. The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.
C. The employee's most recent performance evaluation is at least Fully Successful and the employee has demonstrated an ability to work alone and without face-to-face supervision.
D. There are not conduct problems that would cause management to be concerned about the employee's trustworthiness or dependability.
E. Coverage of office functions (see Section 4).
F. Costs of such an arrangement: The parties recognize that costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in Flexiplace arrangements. While it is expected

that Flexiplace will require some costs, the costs involved may be too much to finance an employee on Flexiplace.

G. Technology/equipment needs: The parties recognize that existing and evolving technology(ies) may allow or prevent an employee from participating in the Flexiplace program. The employee may need access to specific equipment and/or will use the telephone extensively on Flexiplace days. Such technology/equipment may include:

* Long distance telephone
* Telephone usage (other than long distance)
* High speed telephone usage (e.g., ISDN)
* Computer or typewriter assigned to the employee's home
* Computer software
* Modem and possible additional computer usage
* Modifications to the central computer to allow employees to dial in
* Equipment maintenance and repair
* Remote technical assistance
* Replacement of damaged or lost equipment
* Fax capability
* Internet service provider

Section 4: Coverage of Office Functions

A. Management will continue to have responsibility for seeing that the mission of the Department is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office are fulfilled. Some examples of the principal forms of coverage are:

1. Having phones answered;
2. Providing clerical, technical, and professional support;
3. Providing office representation at essential meetings;
4. Handling inquiries from the public; and
5. Providing program needs based on business necessity.

B. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Determining office coverage involves both the office work site and the Flexiplace site. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. The opportunity of each employee to maximize his/her Flexiplace participation shall be consistent with the coverage of legitimate work unit functions as determined by the supervisor.

Section 5: Time Frames

A. Upon receipt of a request for permanent Flexiplace, the supervisor and the employee will meet to discuss and review the request. The supervisor's decision is to be provided to the employee within 15 calendar days of the request. The time frame may be extended by mutual agreement of the employee and supervisor.

B. If disapproved, the employee will be advised in writing with the reason(s). If the disapproval subsequently becomes the subject of an arbitration, the parties

will clarify all the issues in accordance with Article 44, Section 5, of the master Agreement.
C. If approved, the specifications of the arrangement will be worked out, reduced to writing, and signed by both the supervisor and the employee. The employee will begin working at the alternate work site within 30 calendar days after completion of the individual formal Flexiplace agreement unless circumstances dictate otherwise. For this purpose, the Department and Local 12 have agreed upon a Standard Individual Flexiplace Work Agreement.

Section 6: Operating Principles

A. For employees who are approved to be on formal Flexiplace, the employee will have the option to work the designated flexitime plan/schedule of his/her organization or to opt out of flexitime. If the employee's choice is to opt out, then the supervisor and the employee will agree on an 8 Š hour tour of duty.
B. The governing rules, regulations, and policies concerning time and attendance, overtime, and leave are unchanged by participation in Flexiplace. Employees will not perform overtime or night work without express approval in advance.
C. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
D. The government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on Flexiplace are entitled to reimbursement for authorized expenses while conducting government business.
E. For employees who are approved to be on Flexiplace, the following applies with respect to equipment.

1. If the employee uses government equipment, the employee will use and protect the equipment in accordance with procedures established in the Federal Information Resources Management Regulation (FIRMR).
2. Government-owned equipment will be serviced and maintained by the Government.
3. If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
4. Employees will ordinarily be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.

F. Employees on Flexiplace are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.
G. After the employee and supervisor have signed the Standard Individual Flexiplace Work Agreement, the employee shall be encouraged to meet with the Local 12 Agency Vice President or designee in order that the Union may determine that the Standard Individual Flexiplace Work Agreement is consistent with this contract.
H. To ensure access to bargaining unit employees participating in Flexiplace, the Standard Individual Flexiplace Work Agreement will state the employee's name, his/her alternate worksite address(es), including telephone number, e-mail and/or fax number, unless currently prohibited by law. Management shall provide any

omitted information upon receipt. A copy of the executed Standard Individual Flexiplace Work Agreement shall be provided to the Union (N-1501).

Section 7: Recall

Employees participating in Flexiplace programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Examples are training, special meetings, new work requirements, and emergencies. These examples are for illustrative purposes and are not meant to be all-encompassing. Management will take full advantage of existing technology (teleconference, fax, etc.) where possible in order to minimize recall. A recall shall last no longer than is reasonable to complete the task or purpose of the recall. Management will provide reasonable advance notice of all recalls if possible. Where practicable, not less than 24 hours advance notice will be given but there may be times when advance notice cannot be given.

Section 8: Termination

A. Supervisors may terminate an agreement whenever:

1. There is a change in work requirements or the arrangement no longer supports the mission.
2. An employee's performance is less than Fully Successful at the progress review or at the end of the annual appraisal period, or if, after at least ninety (90) days, the employee has demonstrated an inability to work alone and without face-to-face supervision.
3. The employee has demonstrated conduct problems regarding trustworthiness or dependability to the extent that he/she should be removed from the program.
4. Costs of the agreement are no longer affordable.
5. Technology changes require return to the regular office.
6. Employees do not conform with the terms of their agreement.

B. When terminating a Flexiplace arrangement, the following must occur:

1. Management will attempt to provide appropriate advance notice of the termination of any agreement to the extent practicable. If possible, the notice will be 5 work days.
2. The Notice of Termination must be in writing and indicate the reason(s) for termination.
3. When a Flexiplace arrangement is terminated, Management should notify the appropriate Local 12 Agency Vice-President.

C. Removal from Flexiplace does not prevent an employee from reapplying as soon as the Section 3 criteria can be met.

Section 9: Space

Space changes are governed by the provisions of Article 29.

Section 10: Pre-existing Flexiplace arrangements Under the Pilot Project

Pre-existing Flexiplace pilot arrangements must be brought into conformance with this Article.

Section 11: Grievability

Management's decisions on participation, recall, or termination of formal Flexiplace arrangements are grievable. Decisions on informal Flexiplace arrangements are not grievable. However, if the employee alleges that a decision on informal Flexiplace arrangements is a prohibited personnel practice, such a matter is grievable (see Article 43, Section 2c).

Section 12: Issue Resolution

Agency managers and union officials are encouraged to establish creative approaches to provide information and resolve problems regarding Flexiplace. Such approaches could include joint task forces, joint committees, designated technical advisors, etc. Where there are disputes over participation, recall or termination of a formal Flexiplace arrangement, the parties encourage agency and union officials to develop alternate dispute resolution methods to resolve such issues. Each DOL Agency will designate one person to whom employees and supervisors can go for technical guidance and assistance as Flexiplace issues or problems arise. In addition, the parties will provide joint training on this Article to that individual as well as Agency Vice-Presidents and stewards.
Section 13: Flexiplace Committee
There shall be a committee at the Departmental level composed of up to five (5) members from each party to oversee implementation and evaluate the functioning of the Flexiplace program. This committee will not address individual issues or concerns.
Section 14: Employee Self-Certification Safety Checklist
Section 15: Standard Individual Flexiplace Work Agreement

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Both parties were in agreement that a flexible workplace program could be of benefit to employees and the DOL mission. But, before an activity is established, they agreed on the need for a joint task force to examine the opportunities for a pilot project.

The Union, for its part, would like to see that a flexiplace program be established as soon as feasible. Management is interested in the results of the task force study.

As regards the Federal Workplace Pilot Program to facilitate the return of FECA employees to DOL rolls, and those employees on long-term sick leave, both parties support the activity.

It is the intention of the parties that the task force present its recommendations to the Departmental Labor-Management Relations Committee. Those recommendations will require the approval of both DOL Management and Local 12.

Article 11
Employee Assistance Program

History

Section 1. General

a. Management agrees to continue the DOL Employee Assistance Program (programs for employees troubled by alcoholism, drug abuse, emotional illness, or other personal problems that may affect job performance) and to make employees and supervisors aware of the program.
b. Management will, at least annually, make employees aware of the Employee Assistance Program and available services provided under it.

Section 2. Union-Management Cooperation

The parties recognize alcoholism, drug abuse, and emotional illness as treatable health problems that may affect job performance. They agree to cooperate fully in efforts to rehabilitate employees who accept assistance made available under provisions of this program and also recognize that the program is designed to deal forthrightly with problems at an early stage. To assure the effective implementation of the Department's policy regarding the Employee Assistance Program, it is agreed that a joint Labor-Management Committee, consisting of two (2) representatives of the Department and two (2) representatives of Local 12 appointed to serve at the pleasure of their respective principals, is hereby created to meet at such times and places as may be decided by the Committee.

Section 3. Committee Functions

It shall be the function of the Committee to consult, as appropriate, with individuals engaged in the implementation of the policy on the Employee Assistance Program to:

a. Ascertain what additional measures, if any, may be necessary or desirable to assure the continued efficiency and effectiveness of the program;
b. Recommend adoption of such measures; and
c. Inform the Executive Board of Local 12 and appropriate Department officials, subject to rules of confidentiality, on the operation of the program.

Section 4. Union Participation in Program Training

A designated Union representative from each Agency will be invited to attend seminars, workshops, conferences or training sessions designed to acquaint supervisors, managers, and employees with the program and its operation.

Section 5. Use of Sick Leave

Employees undergoing a prescribed program of treatment will be granted sick leave for this purpose on the same basis as any other illness when absence from work is necessary.

Section 6. Relationship to Disciplinary and AdverseAction

If an employee requests assistance and participates in the program, the responsible supervisory official must weigh this fact in determining any appropriate disciplinary and adverse action, and may postpone such action.

Section 7. Union Responsibility

This Article shall not be construed as a relinquishment by Local 12 of its responsibility to represent an employee, upon request, in connection with personnel actions arising from alleged alcoholism, drug abuse, emotional illness, or other personal problems.

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Both parties expressed their full support for the Employee Assistance Program (EAP), as well as their mutual desire that all employees needing help from EAP should get it.

The parties discussed the fact that, because employees suffering from substance abuse have been referred by DOL management to EAP, many employees view the program as being specifically geared to persons in need of drug rehabilitation. Consequently, when employees facing other problems have been referred to the program for assistance, many have been offended by what they deem is an implication of drug involvement. Therefore, it was agreed that both the Union and Management would undertake a campaign to make employees aware of the services provided by EAP and of the fact that EAP offers help in many areas, including but not limited to substance abuse.

The parties furthermore agreed that while it is appropriate for supervisors to refer employees with performance or conduct problems to EAP, such referrals should not be made routinely in every instance. Supervisors should refer employees to EAP only when there is reason to believe that the employee would or could benefit from such a referral.

In addition, the parties agreed that an employee referred to EAP has a right to know the reasons for the referral. Therefore, if an employee receives a written document referring the employee to EAP, the employee may ask for the reasons and the reasons shall be communicated to the employee. The parties agreed to work together to develop standard language to use in making these referrals to avoid doing so in an offensive manner.

Article 12
Performance Management System

History

This Article represents the parties' implementation of the Department's Performance Management System (PMS). The Department agrees to comply with law, applicable higher-level regulations, the Department's Performance Management Plan, and this Article.

Section 1. Purpose and Objectives of PerformanceAppraisal System

The purpose of the performance appraisal system is to accomplish the following objectives:

a. Provide for periodic appraisals of job performance which are objective, fair, and reasonable;
b. Provide employees recognition and appropriate reward for their accomplishments in executing official duties;
c. Provide for employee participation in establishing elements and standards as appropriate;
d. Provide employees with regular, informal feedback in order to keep employees advised of what is expected of them, and how well they are meeting those expectations; and
e. Provide information on current performance and assist the employee in improving performance and furthering individual development.

Section 2. Critical Element

A critical element means a component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

Section 3. Performance Standards

a. Performance standard means a statement of the expectations or requirements established by Management for a critical or non-critical element at a particular rating level. A performance standard may include, but is not limited to, such factors as quantity, quality, timeliness, and manner of performance. A performance standard will, to the maximum extent feasible, permit the accurate evaluation of the job performance on the basis of objective criteria related to the job in question for each employee or position.
b. A written performance standard will indicate the performance level which will meet or satisfy the requirements at the "meets" level for an element. There will be one standard per element.
c. When performance standards are developed which have more than one criterion, employees will be advised as to the relative importance of the criteria contained within the standards. Such standards may require meeting some or all the criteria.
d. A performance standard must allow for performance that would exceed the standard unless a single failure to meet the standard could result in death, injury, breach of security, or great monetary loss.
e. A performance standard should not address the usage of leave, flexitime, or any other non-performance related matters.
f. Upon request, supervisors will inform employees orally on what is expected to exceed a standard.

Section 4. Criteria for Identifying Job Elements and Establishing Performance Standards

a. In identifying elements, due consideration will be given to consistency with mission and function statements, Agency goals and priorities, employee input, position descriptions, existing elements, elements for similar positions, and other relevant materials.
b. In establishing standards, due consideration will be given to employee input, past performance of employees, standards for comparable positions, and other relevant materials.

Section 5. Initiating Appraisal Periods and Performance Plans

a. Within thirty (30) calendar days of assignment of a bargaining unit employee to a new supervisor or a change in the employee's position or duties; or change in the elements or standards related to the position; or following the issuance of the formal annual rating of record, the immediate supervisor will fully discuss the position description, new or revised elements, standards, and the fully successful level of performance with the employee. The immediate supervisor will assure that the employee has a copy of the current position description, and the standards and elements developed in accordance with Section 3 of this Article.
b. After receiving the tentative elements and standards from the supervisor, the employee will have a period not to exceed ten (10) workdays within which to examine and consider this material and to meet with the supervisor to discuss these elements and standards. During this period, the employee, upon request, will be granted a reasonable amount of official time to consult with a Union steward concerning the elements and performance standards.
c. An appraisal period will begin when the supervisor gives the employee the approved written elements and related standards for his/her position.

Section 6. Grievability and Arbitrability of Job Elements
and Performance Standards

The identification of job elements and the establishment of performance standards are a Management right. Management agrees to formulate the job elements and performance standards fairly, reasonably, and objectively. The job elements and performance standards are grievable only when applied in the performance appraisal.

Section 7. Annual Rating of Record

a. Employees will be appraised at least once a year and given a rating of record. The rating of record is the summary rating completed at the end of the rating period established for the DOL Agency or component thereof. Each DOL Agency or major organizational component within an Agency will establish a single rating period for their employees subject to agreement of the Union.
b. In addition to the annual rating of record, other summary ratings may be prepared. An interim summary rating will be prepared when there is a significant change in the employee's performance plan as a result of a change of position, duties, program objectives or priorities, etc., if the employee has served for the minimum ninety (90) day appraisal period. An interim summary rating must also be prepared if the employee moves to a new Federal Agency, or moves within the Department and there is a significant change in performance elements and standards which must be taken into consideration by the gaining Agency or new

organization when deriving the next rating of record. Employees will be provided a copy of all interim summary ratings.

c. A reasonable period of observation shall be a requisite condition for preparing a performance appraisal. The period may not be less than ninety (90) days.

d. Employees will only be evaluated on work which they have been assigned.

e. Four (4) rating levels will be used for each element and the employee must be rated on each element at one of the four (4) levels. Supervisors must also provide a narrative description of performance in terms of results achieved against standards to support the element rating except when the element is rated at the Meets level defined below. A narrative at the Meets level is optional; however, specific accomplishments can be included.

The following are the element rating levels:

(1) Exceeds - when the employee exceeds the described level of performance in the standard for the element.

(2) Meets - when the employee meets the described level of performance in the standard for the element.

(3) Needs Improvement - when the employee needs to improve in order to meet the described level of performance in the standard for the element, but performance is above Fails to Meet.

(4) Fails to Meet - when employee fails to meet the described level of performance in the standard for the element.

f. The annual rating of record will be fully supported or explained on the rating form in accordance with the guidelines specified on the forms. Interim summary ratings, ratings on critical and non-critical elements given at the beginning and close of the Performance Improvement Plan (PIP), and other performance information on details and temporary promotions/reassignments for performance during the appraisal period will be taken into account in assigning the next rating of record.

The supervisor will explain in the space provided on the appropriate DL Form, Performance Plan and Rating, if the interim rating or other information resulted in a change in the rating of record, and may record performance information in the narrative section for the pertinent element and standard on the appraisal form, as appropriate.

Section 8. Details

a. On a detail of less than 120 days, the employee will be given a summary of achievements accomplished on the detail. When employees are detailed or temporarily promoted/reassigned within the Department, and the length of detail or temporary promotion/reassignment is expected to last 120 days or longer, the supervisor at the new assignment shall provide written critical elements and performance standards to employees as soon as possible but no later than thirty (30) calendar days after the beginning of the details or temporary promotions/reassignments. A copy of the ratings on critical elements will be forwarded to the supervisor of the employee's permanent position and must be considered in assigning an employee's next rating of record.

However, in the case of an extended period of detail or promotion/reassignment (for example, a detail not to exceed one (1) year), the supervisor of the temporary position will provide a complete performance plan and prepare the rating of record.

b. If an employee is detailed or temporarily reassigned to a position with

essentially the same duties, the employee will continue under the performance plan of his/her regular position.

Section 9. Summary Performance Ratings

Each appraisal must conclude with a summary rating of the employee's overall performance. One (1) of five (5) ratings must be assigned as defined below:

a. Outstanding Performance - where performance exceeds the described level in performance standards for all critical elements, and for fifty (50) percent or more of the other elements. Performance does not fall below the standards for any element.
b. Highly Effective Performance - where performance exceeds the described level in the performance standards for fifty (50) percent or more of the critical elements. Performance does not fall below the standards for any element.
c. Fully Successful Performance - where performance meets the described level in the performance of all critical elements.
d. Minimally Satisfactory Performance - where performance in one (1) or more critical elements is slightly below standard.
e. Unacceptable Performance - where performance fails to meet the described level in the performance standard for one (1) or more critical elements.

Section 10. Feedback to Employees

a. The objectives of the Performance Management System are met through regular, informal feedback, the mid-year performance review, and the annual performance appraisal. The informal feedback is intended to keep employees informed on how they are doing in their job performance, and how they can improve their performance. Feedback is provided by frequent communications between the employee and the supervisor.
b. In addition to informal feedback, a progress review for each employee will normally be held approximately half-way through the rating period. However, in no case shall the progress review be conducted any later than 120 days before the end of the rating period. The progress review will involve a discussion between the supervisor and the employee regarding the employee's performance to date in relation to the standards and how the employee can improve performance.

Section 11. Special Circumstances

Performance appraisals must take into account:

a. Factors or changes which affect performance and are beyond the control of the employee; and
b. Authorized absences (including Union representation) during the course of working hours.

Section 12. Communication of Summary Ratings to Employees

a. After higher level review, the supervisor will discuss the proposed rating of record with the employee informally to avoid misunderstandings and possible inaccuracies. Any changes must then be made and discussed with the employee before forwarding it to the designated reviewing official. A copy of the rating of record forwarded to the reviewing official will be given to the employee.

b. The employee has the right to respond in writing to the rating official concerning the content of the rating of record or the procedures used in determining the rating. Employees have up to ten (10) workdays in which to review, sign, or prepare comments on their ratings. Such written comments will be forwarded to the reviewing official along with the rating of record.
c. Employees can attach comments to their rating of record up to thirty (30) days after final signing by the reviewing official.

Section 13. Determination of Reviewing Official

a. If the rating of record is changed by the reviewing official or Pay Deciding Official, those changes will be discussed by the immediate supervisor with the employee.
b. The determinations of the reviewing official(s) are final unless changed as a result of a grievance or complaint. After the rating of record has been approved by the reviewing official, a copy will be provided to the employee.

Section 14. Rating Certification

a. The employee will acknowledge receipt of the rating by signing and dating the final, written appraisal. An employee's signature on the performance appraisal form shall not constitute agreement with the rating or indicate that the employee will not appeal the appraisal.
b. When an employee refuses to sign or acknowledge the appraisal, the unsigned summary rating becomes the rating of record.Section 15. Information Sharing
Management agrees to share Agency prototype elements and standards for similar or common positions within the unit with the Union in accordance with the structure provided under Article 35, Section 3 of this Agreement.

Section 16. Availability of Standards for Job Applicants

Upon request, existing or tentative elements and performance standards for vacant positions within the unit will be discussed with candidates referred for selection.

Section 17. Improving Unsatisfactory Performance

a. As early as possible, the employee's attention will be called to areas of performance needing improvement and steps will be initiated to assist the employee in meeting performance standards. Such actions as determined by the supervisor may include regular and careful review of work or on-the-job and classroom training.
b. When informal efforts discussed above do not result in acceptable performance, a Performance Improvement Plan (PIP) will be developed with the participation of the employee. In order to give the employee a reasonable opportunity to demonstrate acceptable performance, a PIP period of a minimum of ninety (90) calendar days will be started for employees whose performance on one (1) or more elements would result in a summary rating of Unacceptable or Minimally Satisfactory. The PIP period may be extended by the supervisor responsible for monitoring the PIP if circumstances warrant such an extension.
c. The PIP will be developed in writing and the employee will be given ten (10) workdays to comment on the PIP prior to its implementation. Final authority for the establishment and the content of the PIP rests with Management.
d. The PIP will be prepared on DL Form 1-2036. It will include the following:

(1) the elements on which the employee is failing to meet the standard;
(2) the standards established for these elements at the Meets level; and
(3) the standard for the elements at the Needs Improvement level for the element the employee performed at the Fails to Meet level; and
(4) a statement of the steps that must be taken by the employee to resolve the employee's deficiencies on these elements in order to meet the standards, as well as assistance the supervisor will provide.

e. The PIP shall include an assessment every thirty (30) days by the supervisor of the employee's progress in meeting the required level of performance.

Section 18. Removal of "Unacceptable" Performance Information in Personnel Files

If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance notice, then any entry or other notation with regard to the "unacceptable" performance for which the action was proposed shall be removed from any Agency record relating to the employee.

Section 19. Review of the Performance Appraisal System

Annually, either party may consider the performance appraisal system under the structure provided in Article 35, Section 4 of this Agreement. Management will furnish the Union, upon request, any information available to the Union under 5 U.S.C. 7114.

Section 20. Derogatory Documents

No derogatory document shall be placed in the Employee Performance File unless the employee has had an opportunity to review the document beforehand.

Section 21. Assuring Deliverance of Performance Appraisal

a. The Union may initiate consultation on any matter involving overdue appraisals with the Agency Labor-Management Relations Committee, as provided in Article 35, Section 3 of this Agreement.
b. The Union may initiate a grievance on any matter involving overdue appraisals of any employee in the unit in accordance with Article 43 of this Agreement.
c. Until employees are under a fixed rating schedule, each Agency will notify employees at least 120 days before their performance rating is due. Thereafter, Agency employees will be provided with a general notice of the fixed rating date for their Agency or major organizational component.

Section 22. Other Provisions

The performance appraisal system will be consistent with applicable laws and regulations. In implementing this system, Management agrees not to commit any prohibited personnel practices as contained in Appendix C to the Agreement and further agrees to refrain from:

a. Assuming the performance of overtime work in the establishment of performance standards (which is not to question Management's right, as such, to require the performance of overtime work);

b. Requiring the performance of work for which employees are not compensated; and,
c. Requiring the use of an employee's personal possessions (e.g., cameras and calculators) for the accomplishment of job tasks.

Section 23. Use of Performance Appraisal in Merit Staffing Actions

Only the final version of a performance appraisal shall be forwarded to the Personnel Office, except where there is an immediate need for an appraisal in connection with a merit staffing action. In such event, the original form may be sent forward only after the employee has been afforded an opportunity to attach a statement, which shall then accompany the unofficial appraisal when it is sent to the panel.

Article 12
Bargaining History
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Major revisions have been made to this Article due to the new regulations in 5 CFR 430. Much of the language in this Article incorporates the language in the regulations and is not negotiable. It is included in order to provide a comprehensive and understandable Article on this subject. The desire was to have an Article that would provide employees with all of the basic information needed on the operation of the Department's Performance Management System.

Sections 1 and 2

This language basically repeats language in the regulations regarding the purpose of the Performance Management System and the definition of critical element.

Section 3

Subsections a. through c. are unchanged. Subsections d. through f. were added to clarify certain issues regarding performance standards.

Section 4

The intent of the parties in carrying over this language from the previous Agreement is to provide guidance to supervisors as to what items will be considered in developing elements and standards. The parties agreed that allegations that a supervisor failed to consider the listed items in this Section would not be a grievable matter.

Section 5

This Section was rewritten to clarify the requirements for initiating appraisal periods and performance plans. However, no substantative changes were made to this Section.

Section 6

This language is unchanged.

Section 7

The parties agree that employees must receive an annual rating of record (ROR) as soon as practicable after completion of the appraisal period (5 CFR 430.206). It is also understood that employees shall generally be given a ROR on an annual basis (5 CFR 430.205). Therefore, the parties agree that if a Performance Improvement Plan (PIP) is called for, it should generally be initiated sufficiently in advance of the completion of the appraisal period so as to comply with the intent of a timely appraisal.
Notwithstanding this general intent, the parties could not agree whether it was appropriate to defer an employee's rating of record pending the results of a PIP initiated during the last ninety (90) days of the appraisal period. Given this disagreement, the parties concluded that this issue would best be determined during the administration of the Agreement--i.e., unless the parties could ultimately agree, the issue may have to be submitted to an arbitrator.

While the ROR will normally be the summary rating done at the end of the appraisal period, the ROR must take into consideration any interim ratings or ratings on details done during the rating period. Subsection f. provides that where interim ratings are considered, it must be documented if such consideration changes the overall ROR. In accordance with Section 12, employees have the right to attach any interim ratings to the appraisal along with any other documents.
The parties agreed that each DOL agency will identify a fixed rating date(s) for their employees. Once the schedule is developed it is subject to the approval of the Local. This language does not require that everyone in an Agency have the same rating date; rather, larger Agencies may provide different rating dates for their major organizational components. This change was made after a successful experiment in the Employment Standards Administration on a fixed rating date.

Subsection e. maintains the current system of four (4) rating levels. The parties also agreed that performance narratives are optional for a meets element rating level; however, a narrative should be prepared when there are performance accomplishments to be recognized.

Section 8

A detail is a temporary assignment of at least thirty (30) calendar days in duration. Employees who are detailed for longer than thirty (30) calendar days but less than 120 calendar days to duties which are different from their permanent duties should be given a summary of achievements during the detail. If the detail is for 120 calendar days or longer to differing job duties, the receiving supervisor should prepare performance elements and standards, and forward the rating to the permanent supervisor to be considered in preparing the rating of record. In cases of extended details, the receiving supervisor will prepare the performance elements and standards, and the rating of record.

Section 9

The parties agreed to change the summary rating of Acceptable to Fully Successful. The parties also discussed the OPM proposal to change the regulations to allow flexibility in the rating system, requiring only that there must be at least three (3) summary rating levels (essentially allowing for the elimination of the Highly Effective rating category). No decision was made on this matter, and it was agreed that if Management wanted to implement such a change after the implementation of this Agreement, the parties would negotiate over the impact and implementation of that change.

Section 10

Considerable discussion was held concerning this Section. The parties agree that feedback from supervisors to employees on a regular basis is a cornerstone to the appraisal process and the Performance Management System. After discussion of what would fulfill the requirements of this Section it was agreed that the Agreement could not be more specific on this point, and that

feedback encompasses a variety of informal activities, including positive, constructive comments on employee's work and performance on a regular basis, as well as notes to the employee on written assignments or individual discussions. Marginal notes, by themselves, would not be sufficient to constitute feedback. These types of communications should foster an openness between employee and supervisor so that employees feel comfortable in bringing problems or issues to supervisors for resolution.
The parties agreed that progress reviews should normally be conducted half-way through the performance period, but in no event any later than 120 days prior to the end of the rating period.

Section 11

The words "must make allowance for" was changed to "must take into account" as required by recent Federal Labor Relations Authority decisions.

Section 12

This Section was changed to conform with new regulations requiring a review of the ROR by the reviewing official prior to sharing it with the employee. Subsection b. adds the requirement that employees only have ten (10) days to review and prepare written comments on their rating to be submitted to the reviewing official. Subsection c. was added to allow employees up to thirty (30) days to attach comments to their final ratings.

Section 13

This Section introduces the function of the pay deciding official. This position was required by regulations providing for performance-based cash awards.

Section 14

The parties agreed to add Subsection b. to reflect current practice that if an employee does not sign his/her appraisal within ten (10) workdays, the appraisal will be finalized and serve as a rating of record.

Sections 15 and 16

These Sections were unchanged.

Section 17

This Section was largely unchanged. The parties agreed that a PIP should be used in a constructive fashion to assist an employee not meeting one (1) or more of their critical performance elements and standards. The parties also added Subsection e. to reflect that during the PIP period the employee should receive an assessment from the supervisor at least every thirty (30) days on progress in meeting the required level of performance.

Sections 18 through 23

These Sections remain largely unchanged.

Article 13
Within-Grade Increases

Section 1. General

Pursuant to 5 U.S.C. 5335, an employee is entitled to receive a within-grade increase subject to completion of the appropriate waiting period and a determination that the employee's work is of an acceptable level of competence. Such determination will be made in accordance with applicable law and regulation.

Section 2. Advance Notice

Employees will be notified thirty (30) days before their within-grade increase is due.

Section 3. When Performance is Less than Acceptable

a. The basis for a determination of acceptable level of competence will generally be the employee's rating of record.
b. When the supervisor believes that the employee's work is not "acceptable," the supervisor shall follow the provisions of Article 12.
c. No employee shall receive a negative determination without first being provided with an opportunity to improve as provided for in Article 12.

Section 4. Negative Determination

a. When a determination is made that an employee's work is not of an acceptable level of competence (negative determination), the employee will be notified in writing, as soon as possible after completion of the waiting period:

(1) Of the basis for the negative determination;
(2) Of the employee's right to secure reconsideration of the negative determination; and
(3) Of the time limits within which the employee may request reconsideration.

b. Employees in the bargaining unit may be represented by Local 12 at any stage of the reconsideration process.Section 5. Effect of Change of a Negative Determination

When a negative determination is changed after reconsideration or through the negotiated grievance procedure, the change supersedes the negative determination. The effective date of the within-grade increase is the date on which the within-grade increase would have otherwise become due.

Article 14
Performance Awards

History

Section 1. Purpose

The parties have agreed to establish a performance awards program in accordance with 5 CFR 430, Subpart E. Other awards programs currently in effect at the Department, such as superior accomplishment awards, will continue under separate rules and regulations.

Section 2. Rating of Record

The awards under this Article shall be based upon the employee's current rating of record.

Section 3. Pay Deciding Unit (PDU)

a. A pay deciding unit (PDU) is defined as a unit of bargaining unit employees under a single Pay Deciding Official unless the parties agree otherwise. The designation of PDU's will be determined within ninety (90) days of implementation of this Agreement. All employees within a PDU shall receive their appraisals on the same fixed rating date. A PDU shall be an Agency or sub-unit within an Agency.
b. The title of the Pay Deciding Official (PDO) must appear on the cover of each Performance Plan. Employees will be informed of the name of this official at the beginning of the annual appraisal period.

Section 4. Awards Budget

Local 12 will be notified of the amount of money in the awards budget for a PDU thirty (30) days prior to the issuance of awards in that PDU. To the extent practical, Management will fully utilize the awards budget to reward deserving employee performance.

Section 5. Effect of a Summary Rating

a. An employee who receives a rating of record of Outstanding must receive a performance award and/or Quality Step Increase (QSI) unless the employee was promoted within the appraisal year.
b. An employee who receives a rating of record of Highly Effective should normally receive a performance award.
c. An employee who receives a rating of record of Fully Successful should be considered for and may receive a performance award.
d. Where it is not possible to provide an employee a rating of record prior to making the awards, the employee shall receive an award (if appropriate) at the time the employee receives the rating of record.
e. Employees within a PDU at the same grade level who receive equivalent ratings of record can expect to receive similar awards unless an employee was promoted within the appraisal year or unless distinctions can be made in their performance based upon the number or percentage of critical elements rated "exceeds," interim summary ratings taken into consideration in the rating of record, or the length of time of the appraisal period.

Section 6. Awards

Performance awards shall be as follows:
Outstanding rating ---------- $500 to $2,000
Highly Effective rating ----- $400 to $1,500
Fully Successful rating ----- $300 to $1,000

Section 7. Date of Awards

The parties agree, that to the extent practicable, performance awards shall be presented within sixty (60) days of receipt of the rating of record, but in no event will they be presented later than the end of the fiscal year.

Section 8. Information Provided to Local 12

The award decisions for each PDU shall be reported to the Union within thirty (30) days of receipt of the awards. This information shall include the grade, series, rating of record, and award received, if any, for each employee in the PDU.

Article 14
Bargaining History
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The parties are required by 5 CFR 430 to have a performance cash awards program.
Section 3 provides that the determination of the PDU's shall be done jointly by the parties no later than ninety (90) days after implementation of this Agreement. It was recognized that in certain circumstances, the parties at the Agency level may desire to include non-bargaining unit employees in a PDU. This can be done with mutual agreement.

The language in Section 5.e. provides that distinctions as to award amounts should only be based upon ratings for employees in similar jobs at the same grade level. Significant contributions would either be reflected in those ratings, or would be rewarded under other existing DOL awards programs.
In addition, the awards provided for in Section 6 were structured to allow for flexibility by grade level as well as differences referred to in Section 5.e. It is expected, but not required, that a GS-12 with an outstanding rating would receive a larger award than a GS-4 with a similar rating.

The language in Section 7 was included to allow some flexibility on presenting awards. The intent is to present the awards as soon as possible, but budget situations may dictate that awards be delayed.

Article 15
Reduction in Grade and Removal Based on Unacceptable Performance

Section 1. Employees Covered

This Article applies to the following bargaining unit employees:

a. employees in the competitive service;
b. preference eligibles in the excepted service who have completed one (1) year of continuous service in the same or similar positions in an Executive agency or in the U.S. Postal Service or Postal Rate Commission; and
c. individuals in the excepted service (other than preference eligibles) who are not serving a probationary or trial period under an initial appointment pending conversion to the competitive service, or who have completed two (2) years of current continuous service in the same or similar positions in an Executive agency under other than a temporary appointment limited to two (2) years or less.

Section 2. Applicability of this Article

This Article applies to reduction in grade and removal actions based on unacceptable performance which Management has chosen to process under 5 CFR Part 432.

Section 3. General

The Department will administer actions covered by this Article in accordance with law and applicable Government-wide regulations.

Section 4. Appeal Rights

a. Except in cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Article may appeal an action taken under this Article through the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB), but not both. The employee shall be deemed to have exercised his or her option to raise the matter under either the negotiated grievance procedure or the MSPB procedure at such time as the employee files a grievance or an appeal with the MSPB.
b. In cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Article may appeal an action taken under this Article through the negotiated grievance procedure, to the MSPB, or through the Equal Employment Opportunity (EEO) complaint procedure. An employee who has elected to pursue the matter through the EEO complaint procedure or the MSPB appeal procedure may not appeal the matter through the negotiated grievance procedure. The employee shall be deemed to have elected the forum under which he/she wishes to proceed at the time he/she files a grievance, an appeal with the MSPB, or a formal EEO complaint.

Section 5. Employee Right to Review Material

An employee in the bargaining unit has the right to review such documentary evidence (including the notice of reduction in grade or removal) as may be relied upon in support of an action based on unacceptable performance.

Section 6. Initial Procedures

a. At any time during the performance appraisal cycle that an employee's performance becomes unacceptable in one (1) or more critical elements, the Agency shall inform the employee as provided in Article 12 of this Agreement. The Agency should also inform the employee that unless his/her performance in the critical elements improves to and is sustained at a minimally acceptable level, as defined in 5 CFR 432, the employee may be reduced in grade or removed.
b. The employee will be afforded a reasonable opportunity to demonstrate acceptable performance in accordance with Article 12 of this Agreement.

Section 7. Notice of Proposed Action

a. When Management issues a notice of proposed action under this Article, the notice will state a reasonable time, not less than seven (7) calendar days, by which the employee's reply(ies) to the notice of proposal must be made.
b. When Management issues a notice of proposed action under this Article, the notice will include a statement that the employee is entitled to representation, including representation by Local 12. The notice will include the name and telephone number of the Local 12 Chief Steward in the employee's Agency.
c. When Management issues a notice of proposed action under this Article, it will notify Local 12 of the nature of the proposed action and the employee's Agency.
d. The disallowance of an employee's choice of a representative during the notice period may be appealed to the servicing Personnel Officer. Such appeals must be made in writing within three (3) calendar days following receipt of the deciding official's disallowance.

Article 16
Merit Staffing

History

Section 1. Preamble

The purposes and intent of this Article are to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best-qualified candidates. The Department and Local 12 also agree to fill positions in the bargaining unit on the basis of merit in accordance with systematic and equitable procedures adopted for this purpose. As a general rule, depending on the requirements of the job to be filled and on the number of highly qualified candidates within the Department, positions will be filled within the Department.
It is further agreed that this Article must be administered in such a way as to develop maximum possible employee confidence and to achieve the purposes of this Article as simply and efficiently as possible.

Section 2. Introduction

a. Statement of Objectives. The statement of objectives and the principles governing merit staffing in Federal Personnel Manual (FPM) Chapter 335 are hereby incorporated into this Article by reference. The parties specifically affirm the goals of maximum utilization of employees, of the necessity of providing incentives for improved performance, and of the need to deal fairly with employees, while avoiding undue delays and unnecessary paperwork.
b. Exceptions to Merit Staffing. Competitive merit staffing procedures apply to all personnel actions, including details to fill positions in the competitive service in the bargaining unit, except as otherwise indicated below.

(1) Appointments Excepted from Competitive Merit Staffing Procedures

(a) Appointments to entrance level positions except transfers and reinstatements to higher grades or to positions with known promotion potential. Appointments of employees from registers to above entrance level grades or to positions with known promotion potential are not excepted.

(b) Temporary appointments not to exceed six (6) months.

(c) Permanent appointment after temporary appointment when originally selected for temporary appointment under merit staffing.
(d) Reemployment of persons exercising reemployment rights whose names were submitted for consideration and who were selected for promotion while absent for military duty or whose positions were reclassified upward during such absence.
(e) Reemployment to former positions when employee is exercising reemployment rights.
(f) Reemployment from the Reduction in Force

(RIF) Reemployment Priority List to same or lower grade.
(g) Appointments required by law, regulation, or as a remedy or voluntary settlement reached in connection with a grievance, complaint, or appeal.
(h) Conversion of employee serving under the appointments such as the following when the statutory or regulatory requirements have been fulfilled: Presidential Management Intern; Cooperative Education; Harry S. Truman Scholarship; Federal Junior Fellowship; Schedule B PAC positions; Veterans Readjustment; 30% Disabled; or Worker-Trainee.

(2) Promotions Excepted from Competitive Merit Staffing Procedures

(a) Upgrading as result of classification error or new classification standard.
(b) Reclassification (material modification).
(c) Career ladder promotions.
(d) Promotion of understudy to target position or promotion after assignment to a position at a grade below the estimated or anticipated grade when originally selected as understudy under merit staffing.
(e) Promotion under approved training agreement.
(f) Promotion of detailed employee originally selected for detail under merit staffing.
(g) Repromotion after demotion without personal cause.
(h) Temporary promotions not to exceed ninety (90) days.
(i) Permanent promotion after temporary promotion when originally selected for temporary promotion under merit staffing.
(j) Promotion after failure to receive proper consideration.
(k) Promotion required by law, regulation, or as a remedy or voluntary settlement reached in connection with a grievance, complaint, or appeal.

(3) Other Actions Excepted from Competitive Merit Staffing Procedures

(a) Reassignments provided the reassignment is not to a position of greater known promotion potential.
(b) Reassignments under an approved training agreement to the target position.
(c) Demotions to positions of no greater

promotion potential.
(d) Details to positions at the same or lower grade.
(e) Details not to exceed sixty (60) days to higher grade positions or positions with known promotion potential.

Section 3. Definitions

a. Entrance Level Positions. Entrance level positions include all positions in an established career ladder, through the journey level and other positions approved by the Director of Personnel Management for recruitment purposes.
b. Positions with Known Promotion Potential. Positions with known promotion potential include: (1) career-ladder positions below the level of full performance; (2) understudy positions; (3) positions filled at a grade below the established or anticipated grade; and (4) trainee positions.
c. Career Ladder. A career ladder is a series of positions of increasing difficulty in the same line of work through which a group of employees may progress from the entrance levels to the first level of full performance. They are all given grade-building experience and are promoted as they demonstrate ability to perform at the next higher level.
d. Full Performance Level. The grade level in an occupational career ladder to which all employees in an organization may be promoted noncompetitively as they demonstrate ability to perform at that level.
e. Trainee Position. A trainee position is one involving a well-defined training program (which may include both on-the-job and classroom training) of a definite duration, and the performance of assigned tasks on a rotating or nonrotating basis under close guidance and instruction with promotion scheduled upon satisfactory completion of the training period.
f. Understudy. An understudy is an employee selected for the purpose of being trained to assume the duties of a position scheduled to be vacated in a definite period of time, normally one (1) year or less.
g. Detail. A detail is the temporary assignment of an employee to a different position for a specified period, with the understanding that the employee will be returning to his/her regular duties at the end of the detail.
h. Agencies. Agencies shall be defined as including:
- Office of the Secretary
- Bureau of Labor Statistics (BLS)
- Employment Standards Administration (ESA)
- Employment and Training Administration (ETA)
- Mine Safety and Health Administration (MSHA)
- Office of the Assistant Secretary for Administration and Management (OASAM)
- Office of Labor-Management Standards (OLMS)
- Occupational Safety and Health Administration (OSHA)
- Office of the Solicitor (OSOL)
- Pension and Welfare Benefits Administration (PWBA)
- President's Committee on Employment of People with Disabilities (PCEPD)

The Office of the Secretary includes:

- Immediate Office of the Secretary
- Immediate Office of the Deputy Secretary
- Office of the Assistant Secretary for Policy (ASP)
- Bureau of International Labor Affairs (ILAB)
- Bureau of Labor-Management Relations and Cooperative Programs (BLMRCP)
- Benefits Review Board (BRB)
- DOL Academy
- Employees' Compensation Appeals Board (ECAB)
- Executive Secretariat
- Office of Administrative Appeals (OAA)
- Office of Administrative Law Judges (OALJ)
- Office of Congressional and Intergovernmental Affairs (OCIA)
- Office of Public Affairs (OPA)
- Office of Small and Disadvantaged Business Utilization (OSDBU)
- Veterans' Employment and Training Service (VETS)
- Wage Appeals Board (WAB)
- Women's Bureau
- Office of the Chief Financial Officer (OCFO)

If changes in the organizations listed alter the areas of advertising established in Section 4, the parties will meet to consider redefining the areas of advertising.

i. Advertising. Advertising is the timely posting of vacancy announcements on appropriately placed bulletin boards, or the circularizing of special issuances to employees with sufficient notice to allow qualified employees within the area of advertising to learn of the vacancy and to apply for it.

Section 4. Locating Candidates and Publicizing Vacancies

Departmental candidates shall be located through advertising. No position in the bargaining unit, except those specifically excepted herein from merit staffing competition, will be filled except as a result of the advertising for the particular vacancy or vacancies. In addition to applying for advertised vacancies, any employee may make advance application by applying as described in Subsection c. of this Section.

Agencies will secure appropriate consideration for employees in the area of consideration who are absent for legitimate reasons, e.g., on detail, on leave, at training centers, on Intergovernmental Personnel Assignments, in the military service, or for service in public international organizations.

a. Local 12 and Employee Copies of Advertised Vacancies. Copies of all advertised vacancies shall be furnished to Local 12. A copy of any DOL vacancy announcement for the Washington, D.C., metropolitan area requested will be furnished to employees.

b. Area of Advertising. The area of advertising for positions within the bargaining unit, as a minimum, will be as described below:

(1) For positions at GS-14 and GS-15, Department-wide advertising throughout the Washington, D.C., metropolitan area, except where such advertising would produce too few candidates, in which event advertising shall be Department-wide

throughout the Nation.
(2) For nonclerical positions at GS-13 and below, advertising shall be Department-wide throughout the Washington, D.C., metropolitan area, except where such advertising would produce too many candidates, in which event advertising shall be within the Agency.
(3) For clerical positions, the minimum area of consideration shall be the next lower organizational level in the DOL Agency in the Washington, D.C., metropolitan area, except in OLMS, PWBA, and SOL. In these organizations, the minimum area of consideration shall be DOL Agency-wide in the Washington, D.C., metropolitan area.

c. Advance Application. Employees who have made advance application will be considered along with employees who respond to the advertisement. Employees may submit applications in advance for any specified occupational group and grade. These may be sent to the Agency in which the employee wishes to be considered. Such applications will remain active for one (1) year from the date eligibility is determined.
d. Extending the Search. The minimum area of advertising will be extended to the extent practicable, when the minimum area is unlikely to or fails to produce at least three (3) highly qualified candidates and further advertising is likely to produce additional highly qualified candidates.
e. Vacancy Announcement. Vacancy announcement DL Form 1-391 shall be used in advertising and shall include the following information about the position to be filled:

(1) Title and grade.
(2) Geographic and organizational location.
(3) Summary statement of duties.
(4) Qualifications (including any special qualification requirements).
(5) Relative importance of the essential knowledges, skills, and abilities.
(6) Where additional information may be secured.
(7) Where applications and required forms should be sent.
(8) Issue and closing date (vacancy announcements shall be open a minimum of ten (10) calendar days).
(9) If the position to be filled is one with known promotion potential, this shall be explained in the announcement.
(10) Percent of travel required, if ten (10) percent or more.

f. Announcement of Entrance Level Position. Announcement of entrance level positions and those for which sustained recruitment outside the Department is the practice, shall be issued or posted periodically.
g. Open Announcements. At the option of Management, announcements may be issued to be open for up to one (1) year for positions for which it appears there will be a number of vacancies over a period of time.

Section 5. Determining Basic Eligibility

Each employee who files an application shall be given prompt notice in writing by the appropriate Personnel Office as to whether or not he/she meets the qualification requirements for the position.

a. Any qualification required in addition to mandatory Office of Personnel Management (OPM) standards must be approved by the Department's Director of Personnel Management and included in the announcement. Such additional requirements must be essential to the proper performance of the duties of the position and shall be documented, with Local 12 being so advised. Additional qualifications concerning sex or physical condition will be approved only when required by the actual duties and working conditions of the position under requirements established by OPM. Changes in basic qualification standards shall be available to employees for their inspection upon request. No candidate may be eliminated from consideration on the basis of an additional standard not specified in the announcement or listing.

b. All outside and employee candidates shall be rated against the same standards without prejudicial regard to race, color, religion, sex, national origin, politics, marital status, disability, age, or membership or nonmembership in an employee organization. Sex or physical condition will be a factor in determining eligibility only as specified in Subsection a. above.

c. Outside candidates in merit staffing actions will be evaluated on the basis of an appraisal of current job performance.

d. Written tests may not be used on a pass-fail basis in determining basic eligibility unless OPM requires that an employee must pass the written test for in-service placement. If a written test is to be used, this fact must be included in the vacancy announcement.

e. An employee's present classification, per se, shall not be cause for disqualification from any vacancy in a higher level position in a different series if the employee otherwise meets the requirements for such vacancy.

Section 6. Grouping of Candidates

a. General. Candidates shall be evaluated by qualification rating examiners or merit staffing panels. Standard application forms SF-171 or DL Form 1-231, and the annual rating of record will be used for this purpose. The use of Official Personnel Folders will be minimized.

If ten (10) or fewer applicants meet basic eligibility requirements and they are all DOL employees, they need not be rated. All may be referred on a certificate to the selecting official.

b. Evaluation by Qualification Rating Examiners

(1) Qualification rating examiners may be used to evaluate candidates for clerical positions and for certain specified groups of nonclerical positions. Rating examiners shall be designated by the Director of Personnel Management on the basis of their expertise in the occupational field where such vacancies exist, or be skilled in the evaluation of experience, education, and training.

(2) The qualification rating examiner may not be the immediate supervisor of the position to be filled.

(3) The Department will advise Local 12 in advance of groups of nonclerical positions to be serviced by qualification rating examiners, together with the reasons therefore, and the names of persons appointed as examiners.

c. Evaluation by Merit Staffing Panels. There shall be lists maintained at the Agency level of skilled and impartial persons from whose ranks rating panels shall be constituted. Local 12 will be consulted in the naming of individuals to be placed on the list. Panel members will receive training following their appointment

and will be given copies of this Article. Persons who serve on panels must be either expert in the occupational field of the vacancy and at a grade level equal to or above the vacancy, or skilled in the evaluation of experience, education, and training at the level of the vacancy.

(1) Normally panels shall consist of two (2) members. If the two cannot agree on a rating, a third member will be selected and the decision on a rating may be reached by a simple majority.
(2) The supervisor of a vacant position may not serve on the panel for that position. No one from the unit under the supervision of the immediate supervisor of the vacancy to be filled may serve on the panel, except in an Agency where there are insufficient qualified panel members available. No supervisor or other employee shall in any way attempt to influence qualification rating examiners or members of merit staffing panels in the carrying out of their responsibilities.

d. Procedures to be Used by Raters

(1) Evaluations are to be made without prejudicial regard to race, color, religion, sex, national origin, politics, marital status, disability, age, or membership or nonmembership in an employee organization.
(2) The panel or qualification rating examiners will confine themselves to the factors and their relative importance as contained in the vacancy announcement. Evaluation factors and their relative importance shall be applied uniformly to all candidates and made a matter of record. The summary evaluation for each candidate must be consistent with the factor evaluation.
(3) Evaluations may be made jointly by the panel or individually by the members. If the latter method is used, the panel will prepare a composite rating from their individual ratings. The method used must be preserved. Any questions directed by a panel to a selecting officer, and his/her reply, shall be in writing and made part of the record.

e. Employees and Outside Candidates. Evaluation of all candidates, both employees and outsiders, will be based on a review of each individual's total background to determine the extent to which each meets the following criteria:

(1) The best combination of education and experience required for the specific job to be filled;
(2) Work traits--such as the ability to work with others, to exert leadership, or to supervise--to the extent they are required by the specific job to be filled;
(3) Past and present job performance as related to the requirements of the job to be filled; and
(4) Length of service in the grade below that of the job to be filled, or in a higher grade, to the extent that such service is related to the current requirements of the specific job to be filled.

Section 7. Certification and Selection

a. Certification

(1) If ten (10) or fewer applicants meet basic eligibility requirements and they are all DOL employees, they need not be rated. All may be referred on a certificate to the selecting official.
(2) If more than ten (10) DOL employees or more than ten (10) DOL employees and/or outside DOL applicants meet basic eligibility requirements, the evaluation panel or qualification rating examiner, as the case may be, shall group the candidates as to whether they are Highly Qualified (HQ) or Qualified (Q).
(3) If there are more than ten (10) candidates rated HQ, the ten (10) best shall be certified by making further meaningful distinctions.
(4) If there are less than ten (10) candidates rated HQ, the best of the candidates rated Q shall be added to the certificate to make a certificate of up to ten (10). If there are more than enough candidates rated Q to make a certificate of ten (10), the best qualified shall be certified by making further meaningful distinctions.
(5) One (1) additional candidate may be added to the certificate for each additional vacancy to be filled from the certificate. When such additional candidates are added, a certificate for multiple vacancies will be invalid for selection of numbers less than those for which the certificate was issued.
(6) The qualification information on each certified candidate considered by the raters shall be forwarded to the selecting official for use in making the selection.
(7) At the same time the certificate is sent to the selecting official, a copy will be furnished to Local 12.

b. Selection

The selecting official is entitled to make his/her selection only from the candidates on the certificate based on his/her judgment of how well the candidate will perform in the particular job being filled. However, no selection shall be made unless and until the selecting official has interviewed all available candidates on the certificate who are within the unit. Unless circumstances prevent the filling of the vacancy, the selecting official is expected to make his/her selection within a reasonable time following receipt of the certificate.

c. Validity of Certificates

(1) Certificates are valid until a selection(s) or other decision has been made. If a selectee declines or vacates the position within sixty (60) calendar days of the initial selection, the list of eligibles may be used again to draw up a selection certificate.
(2) Actions under a promotion plan, whether in identification, qualification, evaluation, or selection of candidates or any other phase of the promotion process, shall be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disability, or age, and shall not be based on any criteria that are not job-related, including favoritism based on personal relationship, patronage, or nepotism.
(3) When requested under Section 10 of this Article, the

selecting official shall explain his/her choice in writing on the basis of any one (1) or a combination of the following factors.

(a) The best combination of education and experience required for the specific job to be filled.
(b) Work traits--such as the ability to work with others, to exert leadership, or to supervise--to the extent they are required by the specific job to be filled.
(c) Past and present job performance as related to the requirements of the job to be filled.
(d) Length of service in the grade below that of the job to be filled, or in a higher grade, to the extent that such service is related to the current requirements of the specific job to be filled.

(4) All competitive selections made in the bargaining unit shall be listed at the same locations at which such vacancies are advertised. Copies of such lists shall be sent to Local 12.

Section 8. Selection for Details

a. Details to Higher Grade Positions or to Positions with Known Promotional Potential. A detail of more than sixty (60) calendar days to a higher grade position or to a position with known promotion potential shall be made under competitive promotion procedures. This requirement is not to be circumvented by a series of temporary assignments. For example, competitive promotion procedure must be used if, after completing the detail, the employee will have spent more than sixty (60) calendar days (prior service under both previous details and temporary promotions included) in higher grade positions or in positions with known promotion potential during a 12-month period.
b. Records of Details. Details in excess of thirty (30) calendar days will be documented by the use of an SF-50 and will be maintained as a permanent record in the Official Personnel Folders.
An automated listing of details shall be provided for review to a designated Union representative by the Agency. Such review shall not occur more frequently than once every six (6) months.
c. Detail of Union Officials. In the event that a Union official is to be detailed away from the normal work site, the Management official ordering the detail shall consult with the affected Union official before the detail is effected.

Section 9. Career Ladder Promotion Process

a. Definition. A career ladder is a series of positions of increasing difficulty in the same line of work through which a group of employees may progress from the entrance levels to the first level of full performance. They are all given grade-building experience and are promoted as they demonstrate ability to perform at the next higher level.
b. Identification of grade-building assignments. When the performance management plan (elements and standards) is prepared and discussed with the employee at the beginning of the appraisal period, the supervisor will discuss the type of grade-building assignments that will be assigned to the employee during the appraisal year, as well as what the supervisor expects concerning the employee's performance in order to be promoted to the next grade level.

c. During the appraisal year, the supervisor will identify those assignments that are grade-building, as well as what is expected on those assignments if it is known at that time.
d. During the annual progress review on performance required in Article 12, or at the time of the employee's annual rating of record, the supervisor will advise the employee on: (1) how the employee has performed on these grade-building assignments; (2) if performance is sufficient for promotion to the next grade level; and (3) when the employee can expect to be promoted if current performance continues.

Section 10. Review of Merit Staffing Actions

a. Notification

(1) Each employee will automatically be notified in writing by the appropriate Personnel Office as to whether he/she is qualified or not qualified for a vacancy for which he/she applied.
(2) The Agency Personnel Office will, upon request, advise the employee or his/her designated representative of the rating group the employee was placed in for any position in the Agency for which the employee was considered. Such a request may be made any time after a vacancy in the bargaining unit has been advertised but prior to the announcement of the selection. The employee or his/her representative will be given the requested information within two (2) workdays after the evaluation has been made.

b. Review and Explanation

(1) Within ten (10) workdays after an employee who is a candidate has been notified of his/her nonplacement on the certificate, he/she or the designated representative may request a review and an explanation of nonplacement on the certificate. Such requests may be made orally to the appropriate Personnel Office, or in writing through the Personnel Office to the head of the Agency in which the vacancy occurred. This letter shall explain briefly why the employee wishes the review to be made. When such request is made, the employee or designated representative will be given an explanation of the action within ten (10) workdays. This explanation shall be in writing, if the employee requests it.
(2) If a vacancy cannot be filled for any reason, once a list of candidates has been certified for the vacancy, the Agency will give an employee who has made inquiry under this Section or his/her designated representative the reason why the position cannot now be filled.
(3) A merit staffing vacancy announcement shall not be cancelled for the purpose of avoiding conformance with the merit staffing plan or this Agreement.
(4) Upon request, the operating Personnel Office will advise Local 12 of the official with authority for a specific personnel action.

c. Union Review

(1) Where it is alleged that a violation of the merit staffing Article has occurred, designated Local 12 stewards shall notify the appropriate Management representative that preliminary examination of the record is being requested. Such a request need not specify the name of the individual or individuals directly involved, but must specify the announcement number and the type of records being requested. The designated steward, in the presence of an appropriate Management representative, shall be given access to the complete record of the particular action.
(2) At the initiative of Management or Local 12, specific merit staffing actions may be questioned or reviewed at an Agency Labor-Management Relations Committee (ALMRC) meeting. The Local 12 representatives shall be given access to the complete record of the actions. In addition, the representatives may secure through the head of the Agency a written explanation by the selecting official of his/her selections as required in Section 7.c.(3). While specific merit staffing actions may be reviewed at the Agency level, they will not be considered at the Departmental level, except as necessary to point up broader problems which either party is presenting.
(3) Where it is alleged that a violation of this merit staffing Article has occurred, but there is disagreement as to the facts of the case, not resolved under (1) above, either party may request that the matter be investigated by a member of the staff of the Directorate of Personnel Management. It is understood that such review shall be carried out by a member of that staff who is familiar with merit staffing and whose name had previously been submitted to Local 12. Such request for review shall be attended to promptly. A report, either orally or in writing, shall be made available to each of the parties at the same time, and may contain recommendations as well as findings of fact.

d. Remedies

(1) A merit staffing action which is made the subject of a grievance by an employee may be stayed, subject to the provisions and procedures stated in Article 43, Section 13 of this Agreement.
(2) Grievances which allege violation of the merit staffing Article shall be processed in accordance with Article 43 of this Agreement.
(3) Where it has been established that a merit staffing violation has occurred, the objective of the corrective action for the affected employee shall be to overcome the violation in every equitable and legal way.
(4) There will be regularly scheduled Departmental reviews of Agency personnel actions taken under this Article. A representative nominated by Local 12 will participate in each such review to determine if the purposes and intent of this Article are being fulfilled. The Local 12 representative will be detailed to OASAM for the period of the review.

Section 11. General

a. This Article is applicable to all personnel actions filling competitive positions in the Local 12 bargaining unit subject to the categories of exceptions stated in Section 2.b. of this Article. Changes in these categories of exceptions, as applicable in the bargaining unit, are subject to negotiation between the parties. Employees will be kept informed of the current categories of exceptions.
b. This Article shall be interpreted in accordance with Departmental and OPM regulations. Nothing in this Article shall in any way abridge the rights of the individual employee under such regulations. Specifically, the employee's right to file a complaint under the Department's merit staffing regulations is in no way limited by this Article.

Section 12. Informing Employees About Opportunities for Entrance Level Positions

The Department's Directorate of Personnel Management will inform employees in the unit at least twice a year through a Spotlight or other issuance of the jobs, including qualification requirements, that are likely to be filled at the entrance levels of career ladders during the year. Employees may make advance application for the positions in which they are interested and for which they are qualified. It will continue to be optional with Agencies whether entrance level positions are filled through merit staffing competition or from appointment registers under the current exception to merit staffing competition. However, Agencies must assure that qualified employees who have indicated an interest in such entrance level positions are given fair consideration for such positions during the year, as opportunities materialize.

Section 13. Personnel Records

a. Employees may examine their entire personnel file, except for such documents which OPM regulations require not be shown to employees. Such documents are not to be made available to the rating examiner or panel.
b. No derogatory documents shall be placed in an employee's Official Personnel Folder unless the employee has had an opportunity to review the document beforehand, except that documents that are required by law, rule, or regulation to be kept confidential and filed in the personnel folder may not be seen by the employee.

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Bargaining History
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A new Section on the Career Ladder Promotion Process was added to this Article. The definition contained in Section 9.a. remains unchanged from the previous Agreement.

Section 9.b. seeks to ensure that employees in career ladders are told what is required for them to be promoted to the next higher grade. While it is recognized that such employees are not entitled to an automatic promotion after a year in grade, they are entitled to know what is expected of them in order to be promoted. While not specifically negotiable, the parties agreed to define in the Agreement that the supervisor is responsible for advising the employee what grade-building assignments will be assigned the employee during the appraisal year, and how the supervisor expects the employee to perform on these assignments in order to be promoted. Such a discussion could include the type of assignments, degree of supervision, number of assignments, complexity of assignments, etc.--whatever is expected of the employee for promotion.

Section 9.c. was added to reflect that when employees are given grade-building assignments, employees need to be advised so they can be sure they know what they are expected to do.

Supervisors do not need to advise the employee on specific assignments if the employee understands what is expected based on the initial discussion during the establishment of the performance management plan.

Section 9.d. reinforces that the purpose of the Progress Review is to ensure there are no surprises at the end of the appraisal year. Employees in career ladders need to know if their performance is sufficient to warrant promotion. If their performance is not, they should be told. If it is, they should be advised when they can expect to be promoted if their current level of performance continues. If, following the Progress Review, a supervisor is concerned about an employee's performance, the supervisor is expected to discuss those concerns with the employee so the employee knows what is expected and also whether or not the employee can expect to be promoted.

Article 17
Promotional Opportunities for Attorneys
History

Agency management will post all opportunities for promotion within the Agency to attorney positions in the Local 12 bargaining unit above the established full performance level for the Agency, except that this requirement will not apply to the following:

a. a position filled by reassignment or transfer at the same grade, whether from inside the Department or outside;
b. a position filled by appointment of an attorney from outside the Federal Government whose starting pay with the Department is the same or less than his/her pay in his/her non-Federal position;
c. a position filled by appointment of an attorney previously employed by the Department in an attorney position for three (3) or more years to a position at the same grade or lower than the position he/she previously held; or
d. a promotion based on accretion of duties.
Management will review the applications and the job requirements and determine those applicants who appear to have the most potential to perform the job. Those bargaining unit employees identified as having the most potential to perform the job will be interviewed, but no more than ten (10) interviews will be required.

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The "established full performance level for the Agency" as used in this Article is defined as that grade level in the particular Agency to which all attorneys can expect to be promoted based on good performance. This grade level is established by Management based on considerations such as the nature and amount of work handled by the Agency's attorneys.

The intent of this Article is to make eligible employees aware of promotional opportunities in the bargaining unit and to permit them to apply and be considered for these opportunities. The parties agreed that while failure to follow the procedures set forth in this Article would be grievable, an employee cannot grieve failure to be interviewed or selected for a position unless the grievance is based on allegations of discrimination or another prohibited personnel practice.

Article 18
Position Classification and Equal Pay for Equal Work

History

Section 1. Desk Audits

The Union will be provided a timely notice prior to the desk audit of an employee in the bargaining unit by the Department and may briefly consult with such an employee upon receipt of such notice. Notices will identify the employee, position, and the reason the audit is being conducted. In addition, where the Office of Personnel Management (OPM) has notified the Department that it intends to conduct an audit of a bargaining unit employee pursuant to a classification appeal, the Department will notify the Union.

Section 2. Classification Audits

The Union will be provided a timely notice of personnel management evaluations conducted by either the Department or OPM which will involve classification audits of bargaining unit employees.

Section 3. Classification Appeals

a. Employees have a right to appeal the classification of their positions in accordance with Department of Labor and OPM regulations.
b. An employee may request a classification audit, through his/her supervisor, when the employee believes that a material change has occurred in the position the employee encumbers.

Section 4. Equal Pay for Equal Work

a. The parties agree to the principle of equal pay for substantially equal work.
b. Management will maintain an accurate position description for each position which reflects the significant duties of the employee filling the position.

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This Article was unchanged from the 1980 Agreement with the exception of the elimination of the Section pertaining to "Meaning of Other Duties as may be Assigned." The Union's concern regarding the assignment of other duties was addressed by the existing language in Article 3, Section 10 which states that "Consistent with the Management right to assign work to employees and to determine methods and means of performing work, employees can expect assignments to be made within reasonable bounds, consistent with grade level, position description, and performance."

Article 19
Training and Career Enhancement

History

Section 1. General

It is the policy of the Department that employees should have an opportunity to develop and advance to their full potential. The Department and Local 12 agree that training and career enhancement of employees in the bargaining unit are important objectives of the Department as we attempt to develop and maintain a highly skilled and representative workforce. Consistent with the Department's mission and budgetary constraints and in keeping with the principles of equal employment opportunity, Management agrees to develop and maintain progressive programs, policies, and strategies designed to:

a. aid employees in enhancing their current job skills;
b. retrain employees and restructure/redesign positions where jobs have been impacted by the introduction of new technology into the workplace;
c. develop an internal group of qualified candidates for vacancies in the Department; and
d. provide opportunities for upward and lateral career mobility within the Department.

The parties recognize that employees may develop and enhance their current job skills and career opportunities in a number of different ways, both formal and informal. Employees interested in career development/enhancement opportunities are encouraged to discuss their interest utilizing any or all available resources, including their immediate supervisor, Agency Personnel Offices, Agency Training Officers, Career Counselors, and the DOL Academy.

Section 2. Agency-Wide Retention Plans

a. Agencies will develop plans that will, in part, assist qualified employees to progress (upward and laterally) in their careers. This part of the plan will serve as a road map of career options for employees and specify actions to be taken to enhance career opportunities.
b. Consultations on the Agency Retention Plans (ARP) will occur at the Agency Labor-Management Relations Committee (ALMRC) meeting.
c. The ARP will identify as many ways as possible for employees to make career moves as well as to participate in developmental opportunities.
d. As necessary, the ARP should be updated periodically and reviewed by the ALMRC when results or proposed changes will impact bargaining unit employees.

Section 3. Career Enhancement Program

a. Each Agency, within budget and program requirements, will identify positions, primarily at GS-7 and below, which will serve as a bridge to technical, administrative, and professional positions.
b. Agencies will advertise such positions, and through competitive procedures, will consider and select employees. These employees will be temporarily assigned to these positions.
c. These employees will become part of an annual Departmental class, which will commence with a formal kickoff ceremony and a DOL-wide orientation program.
d. These employees will be provided technical training and developmental assignments. An Individual Development Plan (IDP) will be developed for each of

these employees. Employees may be expected as part of their IDP to participate in activities that will have to be completed on non-duty time.
e. Mentors will also be provided to those employees who wish to have them assist in their development.
f. The Department will also provide training to improve generic skills such as effective listening, communications, effective writing, and knowledge of personal computers. Individual assessment and career counseling will also be made available.
g. Interim evaluations of the employees' progress will be conducted once a quarter. The evaluations will include on-the-job performance, special assignments, and training efforts.
h. At the end of one (1) year, a formal evaluation will be conducted as part of the performance appraisal process. Successful employees will be permanently placed in these new positions. Employees who do not successfully complete the program may be returned to a position similar to their original position.

Section 4. Career Fair

The Department will conduct a DOL Annual Career Fair for DOL employees to provide information and to publicize career opportunities available within the Department and identify ways in which one can apply for such positions.

Section 5. Consultation

The Department and Local 12 agree that Agency issues relating to this Article may be discussed during the ALMRC meetings. Department-wide issues, such as a periodic assessment of the Career Enhancement Program, will be discussed during the Department Labor-Management Relations Committee meetings.

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It was the mutual interest of the parties that this Article address the issue of enhancing and maintaining a quality workforce. The parties agreed that we need to develop an approach that would be visible and have the support of DOL management.

Section 2 provides for the development of Agency Retention Plans to implement Secretary's Order 2-91. The goal of these plans is the development of specific programs to develop and retain employees, with a goal of providing more opportunites for career advancement.

Section 3 provides for a Career Enhancement Program that would provide opportunities for employees to move into technical, administrative, or professional positions within the Agency or the Department. It was also acknowledged that this program will supplement the already-existing opportunities for career enhancement in which DOL employees may progress within the Department. It is a program that will be available to all DOL employees and not limited to any particular group. This program replaces the upward mobility program in the previous Agreement.

A major component of this program will be the establishment of career counseling in the Agency and DOL Academy. In addition, technical and non-technical training will be provided for employees identified by the Agencies to participate in the program.

The Department will establish a central employment office that will provide for career counseling for DOL employees and assist employees in identifying career opportunities that may exist in Agencies throughout the Department.

Section 4 provides for an annual career fair. It is understood that circumstances may warrant conducting the fair on a less frequent basis.

Article 20
Equal Employment Opportunity

History

Section 1. Statement of Purpose

a. The Department and Local 12 recognize that the mere declaration not to discriminate in employment is not enough to ensure equality of opportunity. Therefore, the parties agree that positive steps must be taken to provide equality of opportunity for all employees and to prohibit any discrimination because of race, color, sex, national origin, religion, age, marital status, political affiliation, disability, or status as a veteran.

b. The Department and Local 12 agree to cooperate in providing equal opportunity for employment and promotion to all qualified persons, to cooperate in ending discrimination, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. Management Commitment

a. The parties agree to work cooperatively to design and implement programs designed to achieve the fullest utilization of employee skills and potential on an equal basis. In this regard, such programs should be designed and implemented according to law and applicable higher-level regulations such as 42 U.S.C. 2000e-16; 29 U.S.C. 633a; 29 U.S.C. 791 and 794a; 29 U.S.C. 206(d); 5 U.S.C. 2302(b); 29 CFR 1613 et seq.; 29 CFR 1607 et seq., and/or any agreements mutually acceptable to both parties.

b. The Department is committed to providing a workplace free of a "glass ceiling" in the Department of Labor. A "glass ceiling" is defined as those barriers based on attitudinal or organizational bias that prevent qualified individuals from advancing upward in their organization into Management-level positions. The Department agrees to work to identify and ultimately eliminate any such workplace barriers which may exist at the Department of Labor.

c. The Department will assure equality of opportunity for current personnel and agrees that the application of equal employment principles and practices will include taking appropriate steps to assure equality for present employees. In addition, the Department shall conduct a continuing program for recruitment of minority group members and women for positions in the Department to carry out the policy of eliminating underrepresentation. The Agencies will direct special efforts at recruiting in minority group communities; in women's organizations; in educational institutions with a significant representation of women and minorities; and from other sources from which members of minority groups and women can be recruited.

d. The Department agrees to provide the maximum opportunity within available resources and consistent with Agency needs for employees to enhance their skills. The Department will advise employees on an equal basis of such programs and opportunities.

Section 3. Sexual Harassment

a. The Department and the Union recognize that sexual harassment is a form of misconduct which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unwelcome sexual overtures. Therefore, the parties mutually agree to identify and work to eliminate such occurrences.

b. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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 4. Training

The Department will provide Local 12 stewards the same training in the Equal Employment Opportunity (EEO) process as that given to EEO counselors. This training will include information regarding the role of the Directorate of Civil Rights (DCR). Section 5. Committees and Consultations

a. A semi-annual meeting will be held between the Director of Civil Rights or her/his designee and Local 12 to discuss EEO matters and concerns. The Union will be entitled to a total of three (3) representatives at this meeting, unless the parties agree otherwise. The time and place for such meetings shall be determined by mutual agreement of the parties.

b. If both Agency management and Local 12 representatives agree, a special Agency EEO Committee may be established. In Agencies where this is not done, EEO concerns at the Agency level shall be brought before the Agency Labor-Management Relations Committee (ALMRC).

c. The Department will provide Local 12 with workforce data pertaining to all employees in the Washington, D.C., metropolitan area. This data will be provided annually and will include the following:

(1) Workforce composition (overall and by Agency) by race, sex, and grade level; and
(2) Promotions, accessions, and separations (overall and by Agency) by race, sex, and grade level.

d. The Department will provide Local 12 with an annual report each fiscal year of the numbers and types of discrimination complaints filed that year against each Agency by employees in the Washington, D.C., metropolitan area.

e. Local 12 will inform DCR of any concerns regarding EEO matters that it wishes to be included in DCR's quarterly report to the Secretary. DCR will include the Local 12 concerns in its quarterly report and will provide Local 12 with a copy of the portion of the report which conveys these concerns.

Section 6. Affirmative Employment Plans and Programs

a. The Department shall review any employment practice or policy which has a disproportionate impact on members of minority groups and women with a view toward its elimination or validation.

b. The Department shall develop a results-oriented program for affirmative employment to resolve problems of underutilization and underrepresentation of members of minority groups, women, and persons with disabilities. The affirmative employment plan will be developed in accordance with Equal Employment Opportunity Commission (EEOC) and Office of Personnel Management (OPM) guidelines.

c. Union input on the development of the Agency Affirmative Employment Plans shall be provided through the Agency EEO Committee or the ALMRC. The Union can also use this forum to raise any other EEO concerns such as

underrepresentation in specific Agencies or occupations. Such discussions could include possible steps to resolve these issues. Such steps may include affirmative recruiting, additional training, or goals and timetables. At the conclusion of these discussions Management will provide a response to the Union concerning what appropriate action, if any, Management intends to take to address the Union's concerns.

d. The Department will provide Local 12 with a copy of the Department's Affirmative Employment Plan. Upon request by an employee, the Department shall make available for review the employee's Agency's Affirmative Employment Plan.

Section 7. Complaint Processing

a. The Department agrees to carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the EEO administrative complaint process or the negotiated grievance procedure. The Department and Local 12 agree to cooperate in attempting to bring about informal resolution of complaints.

b. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

c. An employee may raise a complaint of discrimination through the Department's EEO administrative complaint process or through the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised this option when the matter that gave rise to the allegation of discrimination is made the subject of a timely filed grievance or a formal EEO complaint, whichever event occurs first. Consultation with an EEO counselor pursuant to 29 C.F.R. 1613.213 does not constitute filing a formal EEO complaint.

d. Under the EEO administrative complaint process, a complainant has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process, except where there is a conflict of interest or position.

e. The Department shall notify Local 12 of all proposed remedial or corrective actions which impact on bargaining unit employees, to be taken as the result of informal or formal resolution of EEO complaints filed under the EEO administrative complaint process.

Section 8. Special Emphasis Programs

a. Whenever Management meets with special emphasis program committees (for example, the Federal Women's Program and Hispanic Employment Program Committees) concerning matters which affect personnel policy and practices and other matters affecting working conditions of employees in the bargaining unit, Local 12 shall be informed in advance and have an opportunity to be present and participate at such meetings.

b. Special emphasis program managers and EEO counselors will be available and accessible to all employees in the bargaining unit.

Section 9. Meetings with Interest Groups on EEO Matters

a. Management may from time to time meet with outside groups or associations (for example, the NAACP, Urban League, LULAC, GI Forum, IMAGE, NOW, FEW, and SER) concerning EEO matters that affect personnel policy and practices and other matters affecting working conditions of employees in the bargaining unit. Local 12 shall be informed in advance and shall have an

opportunity to be present at such meetings.
b. Management may from time to time engage in consultation or dealings with religious, social, fraternal, professional, or other lawful associations, not qualified as labor organizations, with respect to matters or policies which involve individual applicability to them or their members provided that such consultation or dealing shall be so limited that they do not assume the character of formal consultation on matters of general employee-management policy covering employees in the bargaining unit, or extend to areas where recognition of the interests of one employee group may result in discrimination against or injury to the interests of other employees.
c. Whenever Management meets with advocacy groups (for example, Hispanic American Cultural Effort (HACE) or Blacks In Government (BIG)) concerning matters which affect personnel policy and practices and other matters affecting working conditions of employees in the bargaining unit, Local 12 shall be informed in advance and have an opportunity to be present and participate at such meetings.
d. This Section does not apply to meetings with individual employees concerning individual complaints of discrimination.

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Section 3. Sexual Harassment

The definition of sexual harassment in Subsection b. is taken from the Equal Employment Opportunity Commission (EEOC) regulations at 29 CFR 1604.11(a).

Section 4. Training

The parties agreed that official time for the training provided in this Section will be in addition to the forty (40) hours of official time for training provided Union stewards in Article 41, Section 5.

Section 5. Committees and Consultations

The parties agreed that Subsection c. sets forth the data that will be provided to the Union on a routine basis. Additional data maintained by the Department will be provided on an ad hoc basis, if requested by the Union, subject to the availability of staff time to perform the necessary work.

Section 6. Affirmative Employment Plans and Programs

In Subsection c. the parties agreed that the Union should be able to raise EEO concerns in addition to the development of the Agency affirmative employment plans before the Agency EEO Committee or Agency Labor-Management Relations Committee. Management will consider the Union's concerns; however, Management retains the responsibility and authority to decide what issues to address and how to address them.

Article 21
Temporary and Probationary Employees

Section 1. Temporary Employees

a. This Section applies to temporary employees whose appointments are for more than six (6) months. Such employees are in the bargaining unit.
b. Barring exceptional circumstances beyond Management's control, temporary employees in the bargaining unit will be given not less than one (1) pay period's notice of the termination of their appointment.
c. Temporary employees will be provided a copy of their official position description and be told of the conditions of employment upon entrance on duty.
d. The Union has the right to consult with Management concerning the use of temporary employment.
e. Temporary employees shall not be used to circumvent the merit staffing procedure.

Section 2. Probationary Employees

a. The purpose of this Section is to clarify certain rights of probationary employees where those rights may not be clear elsewhere in this Agreement.
b. The Department agrees to provide probationary employees a reasonable and fair opportunity to make good.
c. The Department agrees to evaluate the performance of probationary employees during the probationary period and to counsel the employee concerning performance deficiencies. The Department shall give the employees the results of any interim review.
d. Probationary employees will usually be given fifteen (15) workdays notice of their separation.
e. Probationary employees have the right to Union representation.

Article 22
Part-Time Employment

Section 1. Annual Survey

The Department will conduct an annual survey of employees in the bargaining unit to determine their interest in part-time employment. The survey form will include information on the rights and benefits of part-time employment. The Department will consult with the Union on the content of the survey form and share the results of the completed survey with the Union.

Section 2. Part-Time Employment Roster

Each DOL Personnel Office shall maintain a roster of employees interested in part-time employment and refer the names of those employees to selecting officials seeking to fill part-time positions. A part-time career employment fact sheet outlining employee benefits and personnel management actions may be obtained from servicing Personnel Offices.

Section 3. Conversions

a. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor. The Department will make a good faith effort to accommodate the employee's request.
b. Conversion from full-time to part-time employment and the reverse can be made only with the employee's written request and Management approval. Employees will be given a copy of the part-time position description upon Management approval of the conversion and shall know the grade of that position before accepting conversion to part-time.
c. Employees who accept or convert to part-time positions have no guarantee they will be subsequently converted to full-time employment, but Management agrees to make good faith efforts to accommodate the employee's request.
d. An employee who is denied a conversion from full-time to part-time or vice versa shall be notified in writing of the reasons.

Section 4. Reports
Management will send Local 12 a copy of reports submitted to the Office of Personnel Management regarding part-time employment.

Article 23
Job Sharing

In today's labor market, Local 12 and Management recognize that more flexible work schedules are necessary to attract and maintain a quality work force.

Job sharing is a way to permit employees to work part-time in positions where full-time coverage is required.

Section 1. Definition

Job sharing is a form of part-time employment in which the tours of duty of two (2) or more employees are arranged in such a way as to cover a single full-time position.

Section 2. Status

Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, recordkeeping, reduction in force, adverse actions, grievances, and personnel ceilings.

Section 3. Tour of Duty

Specific work schedules depend on the nature of the job and the needs of the office and the job-sharing team. Almost any reasonable arrangement is possible if it meets the needs of the supervisor and the job sharers. Scheduling should take advantage of the fact that two (2) people rather than one (1) are filling the job; these possibilities include overlapping time, split shifts, or working in different locations at the same time. Work schedules for job sharers can be from sixteen (16) to thirty-two (32) hours per week and can be varied in the same way as other part-time employees. The amount of scheduled overlap time depends on the needs of the particular position.

Section 4. Other

The annual survey described in Article 22, Section 1 will be expanded to determine interest in job-sharing opportunities.

A proposal can come from a full-time employee who wants to reduce work hours, from a team of job sharers, or from a supervisor who wants to consider filling a vacancy with job sharers. When an employee's request for part-time cannot be accommodated because of the need for full-time coverage, job sharing may well be an option. Any job-sharing arrangement is subject to Management approval based on workload and mission requirements.

Article 24
Injury Compensation

Section 1. Liaison

To ensure that workers' compensation claims are properly processed, the Department has appointed Agency Workers' Compensation Coordinators to provide guidance and assistance, as needed, to supervisors and employees on the procedures for filing workers' compensation claims and employees' and supervisors' rights and responsibilities concerning such claims. The Department and/or individual Agencies will periodically publish the names, locations, and phone numbers of the Agency Workers' Compensation Coordinators. Employees and Union stewards acting as the employees' designated representatives in accordance with Section 2.b. of this Article, may also obtain the name of their Workers' Compensation Agency Coordinator from their servicing Personnel Office.

Section 2. Counseling

a. When an employee claims that an injury or illness is work-related, appropriate information and counseling will be provided by Management.
b. If the employee designates a Union steward as his/her representative, Management will notify the steward of the claimant's status.

Section 3. Leave Buy-Back

In accordance with appropriate regulations concerning the Federal Employees Compensation Act, 5 U.S.C. 8100, the Department will whenever practicable provide for employees to buy back annual or sick leave used in lieu of injury compensation.

Article 25
Medical Qualifications and Determinations

Section 1. General

The Department will follow law, applicable Government-wide regulations, and this Article in all medical examinations.

Section 2. Prerequisite Conditions

When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his/her performance or conduct and/or an opportunity to voluntarily request reasonable accommodation or initiate an application for disability retirement on his/her own behalf.

Section 3. Procedures

a. Notice to the Individual. When the Department orders or offers a medical examination or requests medical documentation, it must inform the employee in writing of:

(1) the reasons for the examination;
(2) the consequences of failure to report for the examination; and
(3) the individual's right to submit medical information from his/her own physician or practitioner, and the Agency's obligation to consider such information.

b. Informing the Physician. The Department will ensure that the physician knows exactly what medical information is required, the duties and requirements of the position (including environmental considerations), and any other pertinent factors directly relevant to determining the individual's ability to perform safely and efficiently, without hazard to himself/herself or others. If an employee has been under medical treatment, this fact should be communicated to the examining physician. The results of the examination should take account of the examiner's understanding of the diagnosis, treatment, and rehabilitation provided by the treating physician. If inconsistencies exist between the examiner's and the treating physician's diagnoses and/or conclusions, the examiner should make a concerted effort to account for such inconsistencies and to discuss their implications for the person's employability.

Section 4. Counseling

When the Department determines that the performance or conduct of an employee may be health-related, the employee may be encouraged to seek counseling through the Employee Assistance Program.

Section 5. Accommodations

When the results of a medical examination reveal that the employee cannot satisfactorily perform his/her regularly assigned job, the Department will consider reasonable accommodation for the employee under the applicable regulations.

Section 6. Records

All medical records shall be considered sensitive and will be maintained and used in accordance with the applicable provisions of 5 CFR 339.

Article 26
Consultants and Experts and Contracting Out
History

Section 1. Consultants and Experts

a. The Department acknowledges its responsibility to adhere to law and applicable Government-wide regulations regarding the use of experts and consultants.
b. The Department will provide to Local 12, during March and September of each year, a list of experts and consultants who are occupying positions in the bargaining unit.

Section 2. Contracts

a. The Department will notify the Union as soon as possible of any cost comparison study which may impact on bargaining unit employees pursuant to law and applicable Government-wide regulations.
b. The Union's recommendations will be solicited and reviewed during the study concerning the most efficient organization and the performance work statement.
c. The Department will provide Local 12 a copy of the performance work statement and contract solicitation document when it is released by the contracting officer.
d. If it is decided to contract out work currently being performed by bargaining unit employees, the Union will be notified. After notification, if the Union requests, the parties will meet to negotiate over the impact and implementation of the decision on bargaining unit employees.
e. The Department will annually provide to Local 12 a list of the Department's inventory of its commercial activities as currently required by applicable Government-wide regulations.

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The parties agreed that the Department will adhere to all applicable laws, rules, and regulations regarding contracting out and the use of consultants and experts. The Union made clear its strong desire that as much work as possible be kept for DOL bargaining unit employees and that contracting out be done only as a last resort and then kept to the absolute minimum required.

Article 27
Reduction in Force or Transfer of Function

History

Section 1. General

a. This Article governs: (1) transfer of function; and (2) the separation, demotion, reassignment requiring displacement of another employee, or furlough for more than thirty (30) calendar days of bargaining unit employee(s) by reduction in force from their respective levels.
b. This Article concerns the impact and implementation of the Government-wide regulations on reduction in force (RIF), which may occur during the life of the Agreement, with respect to employees in the Local 12 bargaining unit. Reductions in force will be accomplished in accordance with statutory requirements, Civil Service rules and regulations, and this Agreement.
c. Administrative assignment rights for excepted employees will, with respect to positions in the excepted service, be the same as the rights of competitive employees in the competitive service.

Section 2. Notification

a. Preliminary Notification to Local 12 of Reduction in Force or Transfer of Function

(1) When it is anticipated that transfer of function out of the commuting area or reduction in force affecting bargaining unit employee(s) will be necessary, Local 12 will be given preliminary notification in writing. This notification will be at least 120 calendar days in advance of the anticipated implementation date, unless circumstances dictate otherwise, and will include the following information:

(a) The reason for the reduction in force or transfer of function;
(b) The approximate number of employees who may be affected initially;
(c) The competitive areas and levels that may be involved initially in a reduction in force; and
(d) The anticipated effective date that action will be taken.

(2) At the time Local 12 receives its preliminary notification of an anticipated RIF, the Department will provide Local 12 with a list of all employees covered by the notice whose current annual ratings of record are overdue.

b. Notice to Employees

(1) Affected employees will be given a specific notice in writing no less than sixty (60) calendar days prior to the implementation date of a reduction in force or transfer of function out of the commuting area unless circumstances dictate otherwise as explained in paragraph (2) of this Subsection. The notice period

begins the day after the employee receives the notice.
(2) When a reduction in force is caused by circumstances not reasonably foreseeable, the Office of Personnel Management (OPM), at the request the of the Department, may authorize a notice period of less than sixty (60) days but at least thirty (30) full calendar days before the effective date of release.

Section 3. Retention Registers

a. At least two (2) workdays before the issuance of initial specific notices, Local 12 will be provided a copy of the annotated retention register(s) to be used to issue the specific notices. Amended or revised retention registers will be provided to Local 12 as soon as possible.
b. The retention register will include: (1) the employee's tenure group, competitive level, and original service date; (2) the ratings of record used to compute credit for performance; (3) the amount of credit for performance; and (4) the adjusted service date.
c. Employees and/or their designated representative will be permitted to review the retention register so that the employee may consider how the competitive level was constructed and how the relative standing of the employee was determined. This includes the right to review the complete retention registers for other positions that could affect the composition of the employee's competitive level, and the determination of the employee's assignment rights.
d. Employees' performance ratings of record due before the issuance due date of specific RIF notices will be submitted to the servicing Personnel Office in sufficient time for retention standing to be determined. The due date would ordinarily be no more than fifteen (15) calendar days prior to the issuance date of specific notices.
e. When employees affected by RIF are in the same competitive level with the same length of service, as augmented by performance credit, and the same subgroup, ties will be broken in the following order: (1) total DOL service; (2) length of service in the DOL Agency; and (3) time at the current grade level.

Section 4. Competitive Areas for Positions in the Bargaining Unit

a. Competitive areas for unit positions in the Department of Labor in the Washington, D.C., metropolitan area are:

(1) Office of the Secretary
Immediate Office of the Secretary
Immediate Office of the Deputy Secretary
Office of the Assistant Secretary for Policy (ASP)
Bureau of International Labor Affairs (ILAB) Bureau of Labor-Management Relations and Cooperative Programs (BLMRCP)
Benefits Review Board (BRB)
DOL Academy
Employees' Compensation Appeals Board (ECAB)
Executive Secretariat
Office of Administrative Appeals (OAA)
Office of Administrative Law Judges (OALJ)
Office of the Chief Financial Officer (OCFO)
Office of Congressional and Intergovernmental Affairs (OCIA)

Office of Public Affairs (OPA)
Office of Small and Disadvantaged Business Utilization (OSDBU)
Veterans' Employment and Training Service (VETS)
Wage Appeals Board (WAB)
Women's Bureau (WB)
(2) Bureau of Labor Statistics (BLS)
(3) Employment Standards Administration (ESA)
(4) Employment and Training Administration (ETA)
(5) Mine Safety and Health Administration (MSHA)
(6) Office of the Assistant Secretary for Administration and Management (OASAM)
(7) Occupational Safety and Health Administration (OSHA)
(8) Office of Labor-Management Standards (OLMS)
(9) Office of the Solicitor (OSOL)
(10) Pension and Welfare Benefits Administration (PWBA)
(11) President's Committee on Employment of People with Disabilities (PCEPD)

b. To the extent that organizational changes would alter the competitive areas as delineated in Section 4.a. above, the parties will meet to negotiate/redefine the competitive areas for the Washington, D.C., metropolitan area.

Section 5. Department of Labor Employee Placement Assistance

a. Policy
In making staffing adjustments resulting from program and organizational changes, it is the objective of the Department that all employees affected by displacement be placed in continuing positions for which they are qualified, in their own DOL Agency, other Agencies of the Department, or in suitable positions in other Federal Agencies. Where appropriate, affected employees will be offered retraining to enable them to qualify for continuing positions.
b. Personal Interview: Special Problems
The Department will give each affected employee a personal interview and will treat each as an individual to try to resolve special problems and to give special assistance including assistance in locating other appropriate employment.
c. Displaced Employee Assistance Program

(1) This program applies to all employees in the bargaining unit of the Department except those having temporary appointments and those falling in Group III under Part 351 of the OPM Regulations.
(2) Employees displaced by reduction in force will be assisted by the Department in finding other suitable positions as explained in this Article. This includes employees who are unable to accept assignment to another commuting area. Eligibility begins on the date the specific notice is issued and ends on the effective date of the reduction-in-force action.

(3) The procedures for assisting displaced employees are as follows:

(a) When an employee is released from his/her competitive level by RIF action, every effort will be made to place the employee in an appropriate position. A suitable position as used in this Section is one for which the employee is qualified and available at the same or lower grade from which the employee was displaced.
(b) When an employee is issued a specific RIF notice, the employee's name will be entered on the Displaced Employee List (DEP). The DEP is part of the automated Placement Assistance Sub-system (PASS) which is accessible to each DOL Personnel Office through the Personnel Management Information System (PERMIS).
(c) Identification of a suitable vacancy will first be made by the employee's own Agency.
(d) If no suitable placement can be made within the affected employee's Agency, placement will be explored in other DOL Agencies through PASS.
(e) If no suitable placement can be made in other DOL Agencies through the PASS, the matter will be referred to the DOL Placement Committee before the effective date of the action displacing the employee.
(f) The DOL Placement Committee will take positive efforts to try to place employees in other agencies in the Department.
(g) Local 12 will be informed of the decisions of the Placement Committee and of placements under the Displaced Employee Assistance Program.
(h) The Department will provide the following additional assistance to employees affected by reduction in force: information on the placement assistance programs available through OPM and State employment security offices; individual job counseling and referral; and stress and mental health counseling through the Employee Assistance Program. Within the constraints of time and budget, the Department will also provide: job testing, assessment, and evaluation; training on self-directed job search, resume preparation, and interviewing; and financial planning.

Section 6. Transfer of Function

Employees who have received notice of transfer outside DOL but within the commuting area, and who do not wish to transfer with the function, will be referred through PASS for consideration only, as described in
Section 5.c.(3) of this Article.

Section 7. Repromotion List

a. Career, career-conditional, and excepted employees not serving under time-limited appointment, will be entered on the repromotion list and given special consideration for repromotion when: (1) a vacancy occurs which will be filled by merit staffing competitive procedures; or (2) an excepted vacancy occurs that will be advertised internally. The employee must be qualified for the vacancy, it must be at the employee's former or an intervening grade, and it must be in the Washington, D.C., metropolitan area.
b. Eligibility for referral begins on the effective date of the downgrade or when the employee's entitlement under the Displaced Employee Program ceases. It extends for a period not to exceed two (2) years, or until the employee has reached his/her former or retained grade, whichever occurs first, unless the employee declines a reasonable offer of a position. A reasonable offer means an offer in the Washington, D.C., metropolitan area at the same grade from which the employee was downgraded. If an employee refuses a position at an intervening grade in the Washington, D.C., metropolitan area, the employee will be removed from the repromotion list for that grade only.
c. Employees will be referred for consideration and will be interviewed within the constraints of time, budget, etc. Selection may be made of any eligible on the list.
d. If the employee is not selected from the repromotion list, and is later certified on a merit staffing certificate for the same position, the selecting official will provide a written explanation for nonselection.

Section 8. RIF Contract Coverage

During the term of the Agreement, all RIFs will be conducted in accordance with this Agreement and the Federal Personnel Manual (FPM). Nothing will waive the right of Local 12 to negotiate on the impact or implementation of any individual RIF with respect to matters not covered by this Agreement.

Article 27
Bargaining History
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In clarification of what is intended by Section 7.c. of the Article, the parties agreed to the following:

(1) The selecting official will interview a reasonable number of the employees certified for repromotion. No more than ten (10) was determined to be a reasonable number.

(2) Employees previously interviewed by the selecting official for the same or similar job within the past six (6) months need not be interviewed again.

(3) The interview of candidates may be done face-to-face or by telephone.

(4) The selecting official may have a designee or more than one (1) designee assist in conducting the interviews.

(5) If a candidate is unavailable for an interview in a reasonable period of time, the interview need not be conducted. Such a candidate will still be given

consideration for the job by the selecting official. Five (5) workdays from the date the selecting official first attempts to arrange the interview will be considered a reasonable period of time unless it is necessary for the selecting official to set a shorter time period due to matters of program exigency.

Article 28
Safety and Health

Section 1. General

It is the policy of the Department of Labor to provide and maintain for its employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm. Consistent with this policy, the Department is committed to provide its employees with a work environment free from health risks associated with exposure to chemical, physical, and biological agents. The Department's occupational safety and health program will comply with requirements of Executive Order 12196 and 29 CFR Part 1960.

Section 2. Committees

The Department agrees to establish Occupational Safety and Health Committees in accordance with the provisions of the Executive Order. The Department further agrees to develop and issue appropriate identification, e.g., official safety and health credentials, to all Committee members to assist them in carrying out their responsibilities. Specifically, the following Committees will be established.

a. Department of Labor Safety and Health Committee (Departmental Level)

(1) Responsibilities

(a) Principal function is to monitor and evaluate the Department's safety and health program.
(b) Monitor performance of the Department's safety and health program and make recommendations for changes.
(c) Monitor and evaluate the effectiveness of national office and/or regional office safety and health training programs.
(d) Monitor and evaluate proposed Departmental standards.
(e) Monitor and evaluate the development and operations of national office and regional office Safety and Health Committees.
(f) Monitor and evaluate the resources allocated to the Department's safety and health program.

(2) Organization

(a) The Committee shall represent the major headquarters units where the Department's safety and health policy is formulated.
(b) The Committee shall have equal representation of Management and non-Management employees.
(c) Non-Management members shall be selected by the exclusive bargaining representatives.
(d) Committee members shall serve overlapping terms. Such terms shall be of at least two (2)

years' duration except when the Committee is initially organized.
(e) The Committee chair shall be nominated from among the Committee's members and shall be elected by the Committee members. Management and non-Management members shall alternate this position. Maximum service as chair shall be two (2) consecutive years.
(f) The Committee shall meet regularly, at least quarterly. Special meetings shall be held as necessary.

1. Adequate notice of Committee meetings shall be furnished to Committee members in advance.
2. Written minutes of each Committee meeting shall be maintained and distributed to each Committee member and made available to employees and to the Secretary upon request.

b. National Office Committee (Establishment Level)

(1) Responsibilities

(a) The principal function is to monitor and evaluate the execution of the Department's safety and health policies and program in the Agencies comprising the national office.
(b) Monitor and evaluate all aspects of the Department's safety and health program as implemented by the headquarters and submit appropriate recommendations for change.
(c) Monitor findings and reports of workplace inspections to ensure that appropriate corrective measures are implemented.
(d) Participate in safety and health inspections when, in the judgment of either side of the Committee, such activity is necessary to evaluate Departmental inspection procedures on safety and health matters.
(e) Review internal and external evaluation reports concerning the Department's safety and health program.
(f) Evaluate procedures for handling safety and health suggestions and recommendations from employees.
(g) Comment on standards proposed as substitutes for Occupational Safety and Health Administration (OSHA) standards, as appropriate.
(h) Monitor and evaluate the level of resources

allocated by the Agencies to carry out their safety and health responsibilities.
(i) Review plans for abating hazards.
(j) Review responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies, and allegations of discrimination. If half the members of record on the Committee are not substantially satisfied with the response, they may request an appropriate investigation or inspection to be conducted by OSHA.
(k) The Committee shall have the opportunity to inspect new equipment to determine that it is free of hazards and safe for use before employees are permitted to operate the equipment.
The Department agrees to notify the Committee in a timely manner so an inspection can be made before the equipment becomes operational. This will include such new equipment as a printing press, bindery equipment, large automatic photocopying equipment, automated filing equipment, self-propelled machinery, and fork-lift equipment.

(2) Organization

(a) The Committee shall represent the major headquarters Agencies where Departmental safety and health programs are implemented.
(b) The Committee shall have equal representation of Management and non-Management employees.
(c) Committee members shall serve overlapping terms. Such terms shall be of at least two (2) years' duration except when the Committee is initially organized.
(d) The Committee chair shall be nominated from among the Committee's members and shall be elected by the Committee members. Management and non-Management members shall alternate in this position. Maximum service as chair shall be two (2) consecutive years.
(e) The Committee shall meet regularly, at least quarterly. Special meetings shall be held as necessary.

1. Adequate notice of Committee meetings shall be furnished to Committee members in advance.
2. Written minutes of each Committee meeting shall be maintained and distributed to each Committee member and

made available to employees and to the Secretary upon request.

(f) The Committee shall be authorized to form working groups as necessary to facilitate the functioning of the Committee.
(g) The Department agrees to issue a distinguishing insignia along with whatever other protective equipment may be necessary to all Committee members to assist them in carrying out their responsibilities.

Section 3. Workplace Inspections

The Department agrees that its occupational safety and health program will provide:

a. Prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, the Department agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps to protect employees. Employees exposed to the conditions will be informed of the abatement plan. When the hazard cannot be abated without the assistance of the General Services Administration (GSA) or other Federal lessor Agency, the Department agrees to act with the lessor Agency to abate the hazard.
b. Assurance that a designated Local 12 steward from the organization involved may accompany the inspection of workplaces.

Section 4. Duty of Employees and Supervisors

Any employee in the bargaining unit who is assigned duties which he/she reasonably believes could possibly endanger his/her health or well-being will notify the supervisor of the situation. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the assignment and refer the matter through the proper channels for appropriate action. Should the supervisor and the employee not agree, the matter will be referred to the Agency Safety and Health Specialist, if available, who, with the assistance of the DOL Office of Safety and Health, Office of the Assistant Secretary for Administration and Management, shall evaluate the condition as to its element of danger to the employee's health and safety. The employee has the right to immediately consult with a designated Local 12 steward. The employee in the bargaining unit may elect not to perform his/her assigned tasks only because of a reasonable apprehension of death or serious injury, coupled with a reasonable belief that no less drastic action is available.

Section 5. Employee Reports of Unsafe or Unhealthful Working Conditions
The Department agrees that its occupational safety and health program will:

a. Assure response to employee reports of hazardous conditions and require inspection within twenty-four (24) hours for imminent danger, three (3) workdays for potentially serious conditions, and twenty (20) workdays for other conditions. Any employee or steward is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthful condition exists. The request should be in writing and should be signed. The request will be investigated by a safety and health professional. When an employee believes an imminent danger exists, the condition may be reported orally (in person), by telephone, or by other means, and a written report filed at a later time. The procedures will assure the right to anonymity of those employees or stewards who make the reports.
b. Permit an employee or the designated steward to request an appropriate

inspection to be conducted by OSHA if the employee or the designated steward is not satisfied with the results of the Department's inspection and findings.
c. Establish procedures to assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition or other participation in Agency occupational safety and health program activities.

Section 6. Management Information

a. The Department agrees that its occupational safety and health program will include the gathering and maintenance of program information necessary to monitor its effectiveness.
b. Written reports of inspection activities, including notices of unsafe or unhealthful working conditions (and abatement thereof), will be given to employees, employee representatives, and Safety and Health Committees, as appropriate, pursuant to 29 CFR Part 1960 Subpart D.

Section 7. Training

The Department agrees that its occupational safety and health program will provide appropriate safety and health training for employees responsible for conducting occupational safety and health inspections, Local 12-selected members of appropriate Occupational Safety and Health Committees (see Section 2), and other unit employees, as necessary.

Section 8. Health Service

The Department agrees to continue to provide the various health services which are currently provided to employees of the bargaining unit.

Section 9. Employees with Disabilities

The Department agrees to develop procedures to assure that all employees with disabilities are provided appropriate assistance to evacuate the building in the case of an emergency.

Section 10. Environment

a. Consistent with its responsibility to furnish employees places and conditions of employment that are free from recognized hazards that are causing or are likely to cause death or serious physical harm, the Department is committed to provide its employees with a work environment free from health risks associated with exposure to chemical, physical, and biological agents.
b. The Department will conform to applicable GSA regulations in the operation of the Frances Perkins Building. The Department will work, as necessary, with GSA to assure conformance with these requirements in GSA-controlled, DOL-occupied, leased space.
c. The Department will participate in and coordinate with GSA's cyclical air quality review program, follow-up on specific complaints, and take what corrective actions prove possible to alleviate problems which have been identified.
d. Every reasonable effort will be made to ensure that photocopy equipment is located in properly ventilated space and that its operation does not endanger the health of DOL employees. Employees will be advised of the proper method of chemical waste disposal.
e. The Department will respond promptly to employee complaints. Scheduled indoor air quality investigations and surveys will be based on relevant guidance from the National Institute for Occupational Safety and Health, OSHA, or other

appropriate nationally recognized authorities. Results of investigations or surveys will be given to employees and employee representatives.

Section 11. Smoking Policy

In view of the findings of numerous studies which conclude that smoking adversely affects the health of persons "passively" exposed to tobacco smoke, and in the interest of protecting the health and well-being of DOL bargaining unit employees, the parties have negotiated a Memorandum of Understanding (MOU) dated January 14, 1991, on this subject.

Smoking is defined as a lighted cigar, cigarette, pipe, or any other lit tobacco product. The parties recognize that, where appropriate, local government ordinances or state government statutes may impact on this policy. Further, the parties agree that in the event a higher level regulation or an Executive Order is issued regarding smoking in Government-owned or managed buildings, the smoking MOU will be reopened for negotiations in accordance with such new issuance.

The parties support and encourage all efforts by employees to quit smoking. In this regard, the Department will continue to sponsor and provide appropriate time and bear the cost of employee participation in DOL smoking cessation classes, clinics, or other such activities. Participation in a smoking cessation program will be voluntary.

Article 29
Space
History

Section 1. General

a. The Department recognizes that the quality of the workplace has a significant impact on the efficiency of DOL operations. In any design or redesign of the workplace, the Department will focus on improving the quality of the workplace. A quality workplace requires the efficient use of office space and attention to those factors which provide employees adequate space to do their jobs to the best of their ability. Space occupied by bargaining unit employees shall be arranged and maintained so as to ensure a quality workplace.
b. The Department agrees to eliminate, wherever practicable, plainly inequitable workspace allocations among employees in the bargaining unit.
c. The Department agrees that workspace configurations will conform to applicable safety and health codes.
d. The parties recognize that the General Services Administration (GSA) or tenant restrictions may impose limitations on space options.
e. The Office of Employee and Labor-Management Relations (OELMR) will notify Local 12 when a decision is made to reallocate space between DOL Agencies.

Section 2. Space Guidelines

In designing or redesigning the workplace, the Agency will use the following guidelines:

a. All bargaining unit employees shall have no less than sixty (60) square feet of working space.
b. Where possible, common use equipment shall not be located in employee workspace.
c. Except where the technology and methods or means of performing work dictate otherwise, the criteria for assigning available offices and/or workstations for bargaining unit employees will be decided by the employees themselves, acting through the Union. If the employees are not able to reach consensus on the criteria to be used, office space will be assigned based upon seniority, defined as length of service in the Agency.
d. When overall space is reduced, bargaining unit employees shall not bear a disproportionate burden of that reduction.
e. Where open space office arrangements are used, Management agrees that private offices on the windows will be kept to a minimum so that all employees have maximum access to daylight.

Section 3. Consultations

a. It is the intent of the parties to resolve space issues at the lowest possible level. When a space change is to occur which will have an impact on bargaining unit employees, informal notification will be given to the Chief Steward for the affected Agency. The Chief Steward or his/her designee shall arrange a meeting to consult with the appropriate Management official concerning the proposed space changes. Following these consultations, the Union will be given a copy of the final space plan. If there are no outstanding issues, the plan will be

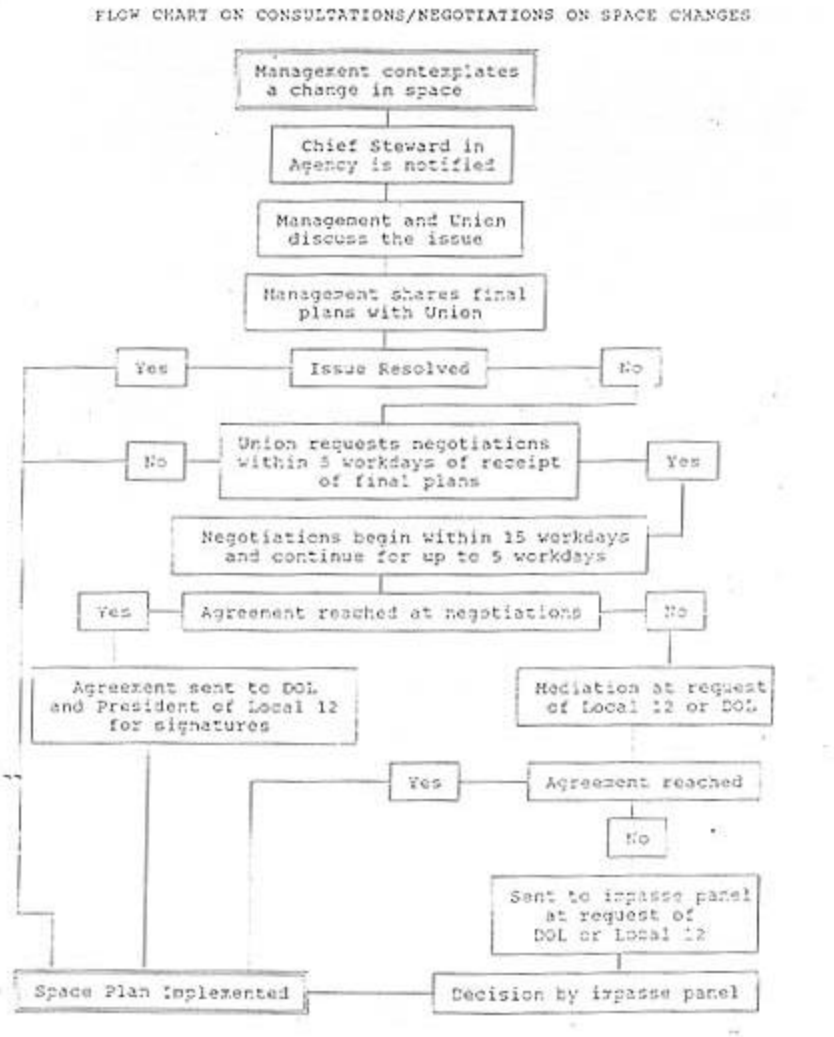
implemented.

b. The discussions should deal with all aspects of the changes being proposed by Management. The discussions should include, where appropriate, such issues as the following: size, design and location of offices and workstations; access to windows; common use space (break rooms, conference rooms, etc.); parking; furniture, carpets, paint, etc.; location of common use equipment; and storage or file space.

c. Whenever changes are proposed in an Agency, the elimination of existing space inequities within that Agency may be a legitimate topic for discussion.

Section 4. Negotiations

a. Upon receipt of the final space plan, the Union will have five (5) workdays from receipt of the plan to request negotiations. Such negotiations shall be conducted in accord with the provisions of Article 36.



Article 30
New Technology

Whenever the Department proposes to acquire or implement any mechanical device or system based upon new technology which may adversely impact on employees in the bargaining unit, the Department will notify the Union and, when requested, bargain over the adverse effect. Appropriate training for affected employees so as to enable them to maintain their present job status shall be among the principal considerations as part of such bargaining.

Article 31
Video Display Terminals

History

Section 1. General

The provisions of this Agreement apply to Video Display Terminals (VDTs) and VDT users. "Video Display Terminal" refers to a word processor or computer terminal which displays information on a television-like screen (cathode ray tube).

Section 2. Policy

The policy of the Department is to provide safe and healthful workplaces for all DOL employees. In keeping with the policy, the Department acknowledges that there are certain ergonomic and environmental factors that can contribute to the health and comfort of VDT users. These factors involve the proper design of work stations and the education of managers, supervisors, and employees about the ergonomic, job design, and organizational solutions to VDT problems as recommended in various studies published by the National Institute for Occupational Safety and Health (NIOSH).

The Department agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. This information could be provided by Spotlights and Occupational Safety and Health Administration (OSHA) Safety and Health Guidelines and available literature. The Department agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, etc.) which meets ergonomic design criteria. It is also agreed that when equipment is purchased, to the extent possible, training should be provided by the vendor on how to safely and properly operate that equipment.

The Department will achieve this policy by:

a. Acquiring VDTs and accessory equipment that, to the maximum practical extent, provide comfort to the user and keyboards, worktables, and chairs that are height-adjustable and provide proper back support;
b. Consulting where practical with employees about furniture for use with VDTs prior to purchase;
c. Providing funding for the laying out of workspaces that are properly illuminated to reduce glare and ensure visual comfort to VDT users while providing adequate lighting for traditional clerical tasks;
d. Seeking and acquiring information and technical assistance, as needed, from appropriate resources on methods for most effectively designing VDT work station layouts;
e. Educating employees about the proper and safe operation of VDTs, including the value of interspersing prolonged periods of VDT use with other work tasks requiring less intensive visual concentration. Where there are prolonged periods of VDT use and no other work tasks available, those employees should be given a rest break;
f. Distributing information to all employees on a periodic basis on VDTs and ergonomic furniture and identifying Department resources for more information; and
g. Reviewing the set-up of equipment and furniture for VDT work stations as a regular part of safety and health inspections.

Section 3. VDT Emissions Test

Upon establishment of standards for acceptable radiation emissions of VDTs (cathode ray tubes), Management will conduct periodic tests of terminals for any emissions. Any terminal that tests above standard will be repaired to meet the standard, or it will be removed from service.

Section 4. Non-VDT Work Reassignment Request

Accommodation requests from pregnant employees for reassignment during the pregnancy, or some portion of the pregnancy, will be considered under 5 CFR 339. While there is no conclusive evidence that VDTs cause problems during pregnancy, the Department will in all possible cases, with medical documentation, reassign persons during pregnancy to non-VDT work.

Section 5. Vision Screening

Persons who wish to have vision screening examinations may do so by scheduling an appointment with the Health Unit in the Frances Perkins Building.

Article 31
Bargaining History
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The parties agree that users of Video Display Terminals (VDTs) should be provided with ergonomic furniture so as to contribute to their overall health and comfort, especially those employees using VDTs on a regular basis. Since there are continuing changes in the design of such furniture, the parties agreed that prior to purchase of ergonomic furniture, the Department will seek the technical advice of the appropriate Ergonomic Office in the Occupational Safety and Health Administration (OSHA).

Article 32
Parking Facilities

History

Section 1. General

The Department will adhere to all applicable rules and regulations and the provisions in this Article in the operation of parking facilities within the Frances Perkins Building (FPB).

Section 2. Assignment of Carpool Spaces

a. In assigning available carpool parking spaces in the FPB, the Department will use the following criteria:

(1) The prime carpool applicant must be a full-time DOL employee;
(2) Other carpool members may be employed outside DOL;
(3) Applicants can only apply for one (1) carpool;
(4) Priority will be given to applications containing the largest number of carpool riders; and
(5) In the event of a tie, a carpool application with the highest total years of Federal Service will be selected.

b. For purposes of determining carpool size, children attending the DOL Child Development Center will be considered additional carpool members if the carpool is composed of at least three (3) adult members.

Section 3. Changes in Garage Operations

Nothing in this Article shall preclude the Department from changing the procedures governing the administration of parking facilities. Prior to implementing any changes, Management will notify the Union of the proposed changes and negotiate on the impact of such changes, as appropriate.

Article 32
Bargaining History

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The parties had extensive discussion regarding the operation of DOL parking facilities, particularly those in the Frances Perkins Building. The primary Union interests were to maximize employee access to parking and ensure that carpool allocation be administered in a fair manner.

This new Article provides the criteria governing the allocation of carpool spaces. For purposes of determining who counts as a carpool member, the parties agreed that children attending the DOL Child Development Center will be considered carpool members once the particular carpool consists of a minimum of three (3) adult members.

The parties also agreed that in managing DOL garage operations there may be instances where procedural changes may need to be implemented. These procedural changes may include, but are not limited to, carpool application procedures, time and location for the purchase of parking stickers, etc. In those instances, Local 12 will be notified of proposed changes prior to implementation and may request negotiations over the impact of such changes.

The parties agreed not to discuss the monthly parking fees assessed to carpool garage users in the FPB. However, there was an understanding that the costs of garage operations (contractor costs) will be passed onto garage users. Specifically, as the costs of garage contractor services rise or fall so will the assessment to garage users. The parties agreed that they would not define or delineate in the Agreement those items which could be added to the "cost" of the contractor and thereby passed along to carpool users in the future. The Department will notify the Union of future changes in "cost," and the Union is always free to take exception that such additional "costs" are legitimate.

Lastly, the parties agreed that in agreeing to this Article the Union did not waive its right to request bargaining regarding parking issues which may arise in other DOL locations.

Article 33
General Provisions

Past practices between the parties shall continue under this Agreement except as expressly superseded herein and except as the continued observance of such practices may have been rendered unreasonable by changes in their underlying conditions. It is understood that the party which seeks to rely on an asserted practice has the burden of proving the existence of such a practice.

Article 34
Governing Laws and Regulations

History

Section 1. General

In the administration of all matters covered by this Agreement and any supplements thereto, the parties are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department policies and regulations in existence at the time this Agreement became effective; and by subsequently published Department policies and regulations required by law or by the regulations of appropriate higher outside authorities.

Section 2. Agreement Governs

Where existing provisions of Departmental and/or Agency regulations are in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 3. New or Changed Rules or Regulations

a. Except as may be required by law, new or changed rules or regulations issued after the effective date of this Agreement (including those which are prescribed by higher authority) which are in conflict with working conditions specifically contained in this Agreement may not be made applicable to bargaining unit employees during the term of the Agreement without agreement of both parties.
b. The Department shall notify Local 12 of new or changed rules or regulations required by higher authority which are not in conflict with working conditions specifically contained in this Agreement, but which may impact upon working conditions of bargaining unit employees. The Union may bargain over the impact and implementation of such rules or regulations in accordance with Section 4.
c. The Department shall notify Local 12 of new or changed rules or regulations that result from a change in the manner in which Management exercises its reserved rights under 5 U.S.C. 7106 (a) or (b) and which may impact upon working conditions of bargaining unit employees. The Union may bargain over the impact and implementation of such rules or regulations in accordance with Section 4.
d. The Department shall notify Local 12 of new or changed rules or regulations neither required by higher authority nor constituting merely a change in the manner in which management exercises its reserved rights or a change in working conditions covered in this Agreement, but which may impact upon working conditions of bargaining unit employees. The Union may bargain over the substance or the impact and implementation, as appropriate, of such rules or regulations in accordance with Section 4.
e. For purposes of this Section, working conditions contained in Departmental rules and regulations but not contained in this Agreement may not be changed unless bargained by the parties. Either party may reopen negotiations on such working conditions in Departmental rules and regulations one year after the effective date of this Agreement and annually thereafter.
f. Any changes to rules or regulations, with respect to working conditions of bargaining unit employees, or amendments to this Agreement which are negotiated and agreed to pursuant to this Section will be duly executed by the parties in a Memorandum of Understanding and will become an integral part of this Agreement and subject to all the terms and conditions of this Agreement.

Section 4. Bargaining Over New or Changed Rules or Regulations

Bargaining pursuant to Section 3 will occur in accordance with Article 36 except that bargaining resulting from Section 3.e. above may occur only once each contract year. Such bargaining may occur at the midterm bargaining session coinciding with the anniversary of the effective date of the Agreement.

In notifying the Union of a new or changed rule or regulation, the Department will presume that the Union is requesting to bargain and that the Union is placing the matter on the agenda for the next scheduled bargaining session. If at any time prior to the commencement of the bargaining session the Union determines that it has no need to bargain, it will so notify the Department so the item can be removed from the agenda. The Union agrees to notify Management of such desire to remove the item from the agenda as early as possible prior to the commencement of the bargaining session.

Article 34
Bargaining History
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This Article was revised to acknowledge that, from time to time, new or revised rules and regulations are prescribed by higher authority and that the Department may also have need to change certain of its rules and regulations or to issue new ones. While the Union acknowledges the Department's need to do so, the Department also acknowledges the Union's concern regarding the integrity of the Agreement and the Union's rights with respect to working conditions.

Section 2 is new, specifying that the Agreement takes precedence over existing DOL or Agency rule or regulations with respect to any conflict between them.

Section 3.a. stipulates that any new or changed rule or regulation (including those of higher authority) which occurs after the effective date of the Agreement and which is in conflict with any applicable provision of the Agreement cannot apply to bargaining unit employees during the term of the Agreement without the consent of the Union. Once the term of the Agreement is over, however, then the Agreement must be brought into conformance with a higher level rule or regulation. If the prescribed term of the Agreement has passed and the Agreement is on a year-to-year basis, the foregoing principle also applies. That is, upon each annual renewal of the Agreement, it must be brought into conformance with any rule or regulation of higher authority which went into effect during the prior contract year. Examples of higher authority are an Executive Order, decision of a Court, Office of Personnel Management, General Services Administration, etc.

Section 3.b. pertains to new rules or changes in existing rules or regulations required by higher authority which are not in conflict with any working conditions contained within the four corners of the Agreement. This Section specifies the Union's right to request bargaining where such change(s) will impact upon working conditions of bargaining unit employees.

Section 3.c. recognizes that DOL's rules or regulations may spell out in certain situations the manner in which Management will exercise its statutorily reserved management rights. Management may choose to revise the manner in which it exercises its management rights at any time. If it decides to do so and thereby change a rule or regulation and if that change will impact upon working conditions of bargaining unit employees, then Management is obligated to notify the Union, who in turn may request bargaining on the impact and implementation.

Section 3.d. and 3.e. pertain to situations not covered under Section 3.a., 3.b., or 3.c. Section 3.d. pertains to new rules or changes to existing DOL rules or regulations which are not triggered by higher authority or do not relate solely to "management rights," and are also not prescribed as working conditions specified within the four corners of the Agreement. New rules may be negotiated at any time in accordance with Article 36. However, during the life of the Agreement, to the extent either the Department or Local 12 proposes a change to an existing rule or regulation concerning working conditions not contained in the Agreement itself or which may impact upon working conditions, such change(s) are subject to collective bargaining if requested by either party in accordance with Section 3.e. of this Article.

Section 4 references the new, single Article under which all midterm bargaining provisions were consolidated. It stipulates that all midterm bargaining will take place as delineated in Article 36, with one exception: namely, with respect to working conditions contained in existing DOL rules and regulations but not contained in the Agreement itself, bargaining can only occur on an annual basis coincidental approximately with each anniversary of the effective date of the Agreement.

As an administrative convenience, the Department agreed to assume that Local 12 is always going to exercise its option and request bargaining, thereby precluding the Union's need to request bargaining on an ad hoc basis. However, to avoid the Department utilizing time and resources in unnecessary preparation and to enable the Department to make timely changes to rules and regulations, the Union has the obligation to review all such proposed changes in a timely fashion and advise the Department at the earliest possible time if it determines it has no need to bargain after all.

Article 35
Labor-Management Relations

History

Section 1. Statement of Purpose

The parties recognize that the entrance into a formal collective bargaining agreement is but one act leading toward a constructive labor-management relationship. The success of a labor-management relationship is further assured if a structured forum is established and used by the parties to communicate with each other on matters of mutual concern or interest in the area of conditions of employment.

Section 2. Levels of Consultation and Communication

To promote a constructive labor-management relationship, Local 12 and the Department are committed to establishing and maintaining meaningful consultation and communication between the parties throughout all levels of the Department. Such consultation and communication shall characterize the relationship at every level, from that between the Union steward and the supervisor of the unit where he/she is steward, the Agency's Labor-Management Relations Committee, and the Department's Labor-Management Relations Committee. At each such level, such consultation and communication shall be held at appropriately scheduled meetings, interspersed where needed by special meetings which may be called by either party as appropriate.

In mutual recognition of the parties' joint desire to discuss and resolve issues of concern at the lowest possible level, the Union steward and first-level supervisor should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.

Section 3. DOL Agency Labor-Management Relations Committees

The parties agree to establish a structure for meaningful consultation and communication at the Agency level. Toward this end, Local 12 and the Agency shall each name five (5) permanent members to serve on each Agency Labor-Management Relations Committee. The Agency Labor-Management Relations Committee shall meet at least quarterly, unless agreed to otherwise.

For purposes of the Article, organizational components which are part of the Office of the Secretary shall be considered to be one Agency with the Director of the National Capital Service Center responsible for convening the quarterly Agency Labor-Management Relations Committee meeting. These organizational components shall be defined as including:

- Immediate Office of the Secretary
- Immediate Office of the Deputy Secretary
- Office of the Assistant Secretary for Policy (ASP)
- Bureau of Labor-Management Relations and

Cooperative Programs (BLMRCP)

- Benefits Review Board (BRB)
- DOL Academy
- Employees' Compensation Appeals Board (ECAB)

- Executive Secretariat
- Office of Administrative Appeals (OAA)
- Office of Administrative Law Judges (OALJ)
- Office of Congressional and Intergovernmental

Affairs (OCIA)

- Office of Public Affairs (OPA)
- Office of Small and Disadvantaged Business

Utilization (OSDBU)

- Wage Appeals Board (WAB)
- Office of the Chief Financial Officer (OCFO)
- Women's Bureau

In instances where the issues of concern relate to a specific organizational component, the Director of the National Capital Service Center will arrange for a meeting with the appropriate parties.

Section 4. Department Labor-Management Relations Committee

The parties also agree to establish a structure for meaningful consultation and communication concerning Department-wide issues at the Department level. Toward this end, Local 12 and the Department shall each name five (5) permanent members to serve on a committee which shall be known as the Department Labor-Management Relations Committee. This Committee shall meet at least quarterly.

Section 5. Organizational Changes

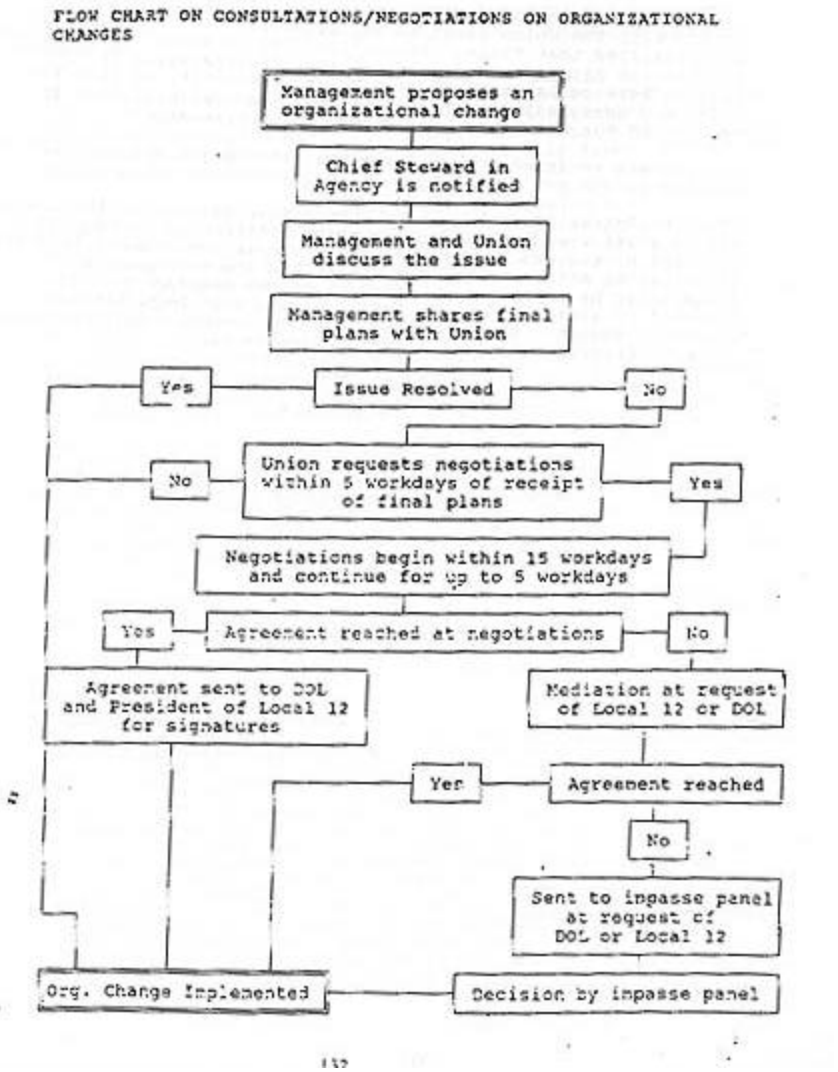
a. The Department and Local 12 agree that there shall be meaningful consultation between them on organizational changes.
b. It is the intent of the parties to resolve issues regarding organizational changes at the lowest possible level. When Management is proposing an organizational change that will impact bargaining unit employees, notification will be given to the Chief Steward for the affected Agency. The Chief Steward or his/her designee shall arrange a meeting to consult with the appropriate Management official(s) concerning the proposed changes. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If there are no outstanding issues, the plan will be implemented. If any subsequent changes to the proposal are made after initial consultations have been completed, further consultations will be conducted.
c. Prior to consultations in 5.b. above, the Department shall furnish the Union copies of the following:

(1) a description of the nature of the change;
(2) organizational charts (old and new);
(3) mission and function statements (old and new);
(4) staffing patterns (old and new) indicating vacancies and changes of personnel;
(5) changes in floor plans;
(6) estimate of future changes; and
(7) such other information as the Union deems necessary for the consultations.

d. Upon receipt of the final approved organizational change, the Union will have five (5) workdays from receipt of the plan to request negotiations. Such negotiations shall be conducted in accord with the provisions of Article 36.
e. Where an organizational change affects more than one Agency, consultations and negotiations, if necessary, shall be conducted at the Departmental level.

Section 6. Impact Bargaining

Nothing in this Article shall be construed to preclude impact bargaining on matters covered in 5 U.S.C. 7106.



Article 36
Mid-Term Bargaining
History

Section 1. Bargaining Committees

All negotiations that may take place during the life of this Agreement shall be conducted by a Mid-Term Bargaining Committee at the Departmental or Agency level. Each party shall be entitled to name up to five (5) members to serve on the Committee at any bargaining session.

Section 2. Departmental Mid-Term Negotiations

a. With the exception of negotiations regarding space or organizational changes affecting a single Agency, all mid-term negotiations shall take place at the Departmental Committee. This Committee shall meet quarterly for the purpose of conducting negotiations. Additional sessions may be held upon mutual agreement of the parties.
b. The agenda shall consist of all items that either party wishes to negotiate and has so notified the other party at least thirty (30) calendar days prior to the scheduled start of negotiations. The parties will meet at least five (5) workdays prior to the start of negotiations to finalize the agenda and clarify the issues and interests. Management agrees to provide the Union with all relevant information and documents regarding items on the agenda prior to the above meeting. Mid-term bargaining sessions shall be conducted continuously for up to five (5) days, as necessary.

Section 3. Agency Mid-Term Negotiations

Negotiations shall occur at the Agency level for all organizational changes or space changes that are specific to a particular Agency. Such negotiations shall be scheduled to begin no later than fifteen (15) workdays after the Union has received the final DOL-approved organizational change, as specified in Article 35, or the final floor plans as specified in Article 29. Mid-term bargaining sessions shall be conducted continuously for up to five (5) days, as necessary. Any agreement reached at such Agency negotiations must be submitted to the President of Local 12 and the Director of the Office of Employee and Labor-Management Relations (OELMR) for approval. Should the parties desire the services of the Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasses Panel (FSIP), they must first get the approval of the Union and the Department, who shall represent the parties in any dealings with the FMCS or FSIP.

Section 4. Time Frames

Any time frames specified in this Article may be waived or extended by mutual agreement of the parties.

Section 5. Mid-Term Bargaining Impasses

Impasses in negotiations on the part of the Department or Agency Mid-Term Bargaining Committee shall be resolved by recourse to the provisions of Section 7119 of the Federal Service Labor-Management Relations Statute.

Section 6. Interest-Based Bargaining

The parties agree to use the techniques of interest-based bargaining where appropriate.

Article 36
Bargaining History
Back to article

Section 1 provides for negotiations at the Agency level. Such negotiations shall occur over organizational or space changes affecting only that Agency. This change was made in keeping with the philosophy of this Agreement that, to the extent practical, we want to have matters dealt with at the lowest level, and by the parties immediately involved. This relates also to changes in Articles 35 and 29, where consultations will occur prior to any resort to negotiations. There was considerable discussion about the size of the teams. While the Statute only provides that the Union have an equal number of members on official time with Management, at the urging of the Union it was agreed to settle on a fixed number to govern most negotiations. The size of the teams may be increased by mutual agreement, but it was expected that this would be rare. However, where the circumstances warrant it, and where an increase in size would be conducive to conducting fruitful negotiations, any requests would be viewed favorably.

Section 2 reflects the parties' desire to have some ground rules to ensure an orderly and effective process for negotiations at the Departmental level. Neither side wanted to be in constant negotiations, so the Agreement calls for negotiations four (4) times a year. And it was agreed to finalize the agenda based on items submitted at least thirty (30) calendar days in advance. The meeting five (5) days before the start of negotiations is to facilitate the process by clarifying the issues so that both sides may be prepared when they come to the table. All relevant information should be provided to the Union prior to this meeting. The parties also agreed that once negotiations begin, the parties should bargain continuously until an agreement, or impasse, is reached. Hopefully, this will not take as long as five (5) days. The five-day limit expresses the goal that all negotiations be completed in five (5) days or less, and is not an absolute limit. Obviously, the number of bargaining days could be extended as necessary.

Section 3 sets out procedures for dealing with negotiations at the Agency level. The negotiations follow discussions and consultations at the Agency level as prescribed in Articles 35 and 29. The Section provides that negotiations shall begin no sooner than fifteen (15) workdays after the request is sent forward. This reflected Management's concern that these changes be handled in an expeditious manner, while addressing the Union's concern that it have enough time to prepare for the negotiations. The parties may agree to meet sooner. A quarterly bargaining schedule did not make sense if these negotiations were taking place in different Agencies, basically on an as-needed basis.Section 4 provides that all time frames may be extended by mutual consent.

Section 5 provides that negotiations at either level will use the Federal Service Impasses Panel (FSIP) to deal with any impasse in negotiations.

Section 6 promotes the use of interest-based bargaining techniques at mid-term bargaining, but recognizes that this may not always be possible or desirable.

Article 37
Standing Committees

History

Section 1. Scope and Functions of Committees

Local 12 representatives will be appointed as participating members on standing committees whose functions relate to employee welfare which is of concern to both parties. Such committees include, but are not limited to, Departmental and lower organizational level committees on such matters as safety, parking, cafeteria, training, day care, and all committees relating to suggestion, honor, and incentive awards. Such Local 12 representatives will perform the same duties as other members of the committee in accordance with the committee's assigned responsibilities and will have the same voice in committee recommendations as do other duly appointed members. Local 12 agrees to keep the Department and the organizational units thereof informed of its designated representative(s) on all committees.

Section 2. Terms of Members

Committees will be arranged so that appointed members will ordinarily serve 2-year terms on a staggered basis.

Section 3. Ad Hoc Committees

The foregoing principles of Union representation and participation shall govern the establishment and operation of special and ad hoc committees on such projects as the Savings Bond Drive, the Combined Federal Campaign, and the blood drive.

Section 4. Committee Representation

The committees shall be composed of equal numbers of Union and Management representatives wherever feasible.

Article 37
Bargaining History

Back to article

The parties agreed to roll over this Article with the following understandings:

(1) Management decides whether or not to establish a standing committee (unless such a committee has been negotiated by the parties in their Agreement);

(2) The composition of the Health and Safety Committee is defined in Article 28. The composition of the Department's Honor Awards Committee is defined in Departmental regulations. Local 12 has representation on both of the committees; and

(3) In some instances, such as the examples above, it is not feasible to have equal numbers on certain committees.

Article 38
Informational Reports

Section 1. Periodic Reports

The Department shall provide the Union on a periodic basis the following:

a. List of employees entitled to priority consideration and referrals for such consideration (quarterly);
b. Lists of new employees (appointments by type and term and including experts and consultants), transfers, promotions, and separations by type (monthly);
c. Semi-annual statistical report provided to the Department of Health and Human Services on the Department's Drug Testing Program;
d. List of experts and consultants occupying positions in the bargaining unit each March and September, per Article 26;
e. Annual list of Department's commercial activities, per Article 26; and
f. Annual list of workforce data for employees in the Washington, D.C., metropolitan area, per Article 20.

Section 2. Lists of Employees

On the first of March and the first of September of each year, the Department will furnish Local 12 with a list of the name, pay program, grade and step, series, title, and bargaining unit status of employees in the Washington, D.C., metropolitan area by Agency and organizational entity, indicating whether an employee is having Union dues withheld.

Section 3. Format

The Department and Local 12 will consult with respect to the format of the information to be transmitted pursuant to this Article. To the extent practicable, the Department will attempt to transmit the informational reports in the format requested by Local 12.

Article 39
Distribution of Agreement and Orientation of New Employees by Exclusive Representative

History

Section 1. Distribution of Copies

The Department shall provide each employee currently in the bargaining unit and new employees in the bargaining unit with a booklet copy of this Agreement and the Union with sufficient copies to meet its other needs.

Section 2. New Employees

a. Union Contact. During each pay period, Agency Personnel Offices will provide the Agency Chief Steward a list of new employees assigned to positions in the bargaining unit expected to report for duty during the following pay period. The list will include the employee's name, organizational unit, position title, and work location. The Union representative, normally a steward in the Agency or the Chief Steward, shall be provided thirty (30) private minutes to meet with new employees immediately after the personnel processing entering the employees on duty in a location provided by the Agency.

b. Orientation. Whenever an Agency of the Department holds an appropriate orientation program for its new employees in the bargaining unit, the program should be jointly conducted with a Local 12 representative (normally a steward in the Agency or the Chief Steward). Where a joint presentation is not practicable, a Local 12 representative will be provided time during the orientation program to conduct their own presentation.

c. DOL Academy Orientation. At DOL Academy orientation sessions conducted for new employees, the Department and Local 12 will conduct joint presentations on the cooperative relationship the parties are striving to develop and maintain.

Section 3. Expenses

The expenses for printing this Agreement shall be borne by the Department.

Section 4. Lists of New Employees

Each month, the Department will provide the Union a list of new employees filling positions in the bargaining unit who entered on duty during the previous month, as provided in Article 38.

Article 39
Bargaining History

Back to article

The parties agreed that new employees will be provided a copy of the Agreement by Management. At the Union presentation, immediately following the personnel processing for new employees, the Union representative may provide each such new employee with an SF-1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and such other information as is appropriate.

The parties also agreed that orientation sessions for new employees provide an important opportunity for the parties to jointly communicate their vision of the new cooperative relationship

we are trying to develop and maintain. The joint presentation will focus on the parties' mutual interests for working together, their vision for union-management cooperation, and the roles and responsibilities of both institutions.

Whenever Agency orientation sessions are conducted, the parties are encouraged to conduct joint orientation sessions for new employees. If such joint sessions are not feasible, the Union shall be afforded an opportunity to make a presentation during the orientation session. At the DOL Academy-sponsored new employee orientation sessions, the parties agree to make joint presentations covering the information outlined in the preceding paragraph.

Article 40
Dues Withholding

This Article authorizes eligible employees who are members of Local 12 to request the Department to withhold the dues of Local 12 from their salary as provided herein and by Statute.

It is understood by both parties to this Agreement that dues withholding is to be voluntary on the part of the individual member. Both the Local and the Department will undertake to fully inform members and employees respectively of the voluntary nature of dues withholding and of the conditions governing when a member cancels dues withholding.

Section 1. Procedure for Authorizing Dues Withholding

a. Any eligible employee who is a member in good standing in Local 12, AFGE, may authorize dues withholding at any time during the life of this Agreement provided that his/her regular biweekly salary is sufficient to cover the amount of the deduction.
b. Dues are defined as the regular periodic amounts of money required to maintain the member in good standing in Local 12.
c. All authorizations must be made on a Standard Form 1187 or a substantially similar form. Local 12 is responsible for purchasing this form, distributing it, and instructing eligible employees on its use.
d. The President of Local 12 is responsible for certifying on each member's authorization form as to the amount of employee organization dues to be withheld each pay period before the form is forwarded to the Department. All authorizations for Local 12 are to be sent by Local 12 to the Office of Accounting.
e. Deductions will be made beginning with the first pay period which begins after the form is received by the Office of Accounting and be made in each subsequent pay period until terminated as provided herein.

Section 2. Automatic Reinstatement of Dues Withholding

a. The Department will automatically reinstate the dues withholding of bargaining unit employees returning to a bargaining unit position from a temporary reassignment or temporary promotion to a position outside the bargaining unit.
b. The Department will automatically reinstate the dues withholding of bargaining unit employees returning to a pay status from a non-pay status (e.g., Leave Without Pay (LWOP)).

Section 3. Terminations

a. The President of Local 12 will notify the Office of Accounting in writing within ten (10) calendar days when a member of Local 12 who has authorized dues withholding and is currently employed by the Department of Labor is expelled or ceases to be in good standing. Deductions in this situation will be stopped at the end of the pay period in which the notice is received by the Office of Accounting. An authorization will be automatically terminated if the member leaves the Department of Labor or the bargaining unit for any reason.
b. Eligible employees may submit a dues revocation to cancel a withholding authorization by sending written notice or Standard Form 1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Office of Accounting, provided that the revocation is received no more than sixty (60) calendar days prior to the beginning of the pay period specified below.

(1) Revocations must be submitted in duplicate to the Office of Accounting, who will send one (1) copy to the Union.
(2) No withholding authorizations will be revoked for a period of one (1) year following the effective date of the authorization. For employees on dues withholding:

(a) Prior to September 1, 1978, revocations shall be effective the first full pay period following September 1 of each year.
(b) Effective after September 1, 1978, revocations shall be effective the first full pay period following the anniversary date of such authorization.

Section 4. Change in Dues

a. The President of Local 12 shall certify to the Office of Accounting the regular dues for membership in Local 12. In the event of a change in the regular dues of Local 12, the deductions from the salaries of those members who have previously authorized dues withholding for Local 12 will be adjusted upon certification of the dues change by the President of Local 12 to the Office of Accounting. This change will be made beginning with the first complete pay period which starts after the certification is received. A change in the deductions under this Section may not be made more frequently than once every twelve (12) months.
b. The dues allotment for a member of Local 12 shall be changed by the Department when his/her grade changes so as to place him/her in a different dues group.

Section 5. Remittance to Local 12

a. The remittance for dues withheld will be sent to:
AFGE, Local 12
P.O. Box 7708
Ben Franklin Station
Washington, D.C. 20044
after each pay period. The check will be made out as follows: AFGE, Local 12.
b. Each remittance will be accompanied by a list containing the name and Agency of each member from whose salary dues have been withheld and the amount withheld for each person listed. Duplicate copies of revocations made and SF-1188s processed under Section 3 will be sent with the check.
c. This service shall be provided without charge to Local 12.

Section 6. Correction of Errors

a. The Department shall contract for a service on a biweekly basis which will facilitate the reconciling of the list of employees on dues withholding with the Union's membership listing to identify administrative errors.
b. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued.
c. In the event the Department fails to collect dues from the employee(s) who has properly authorized withholding due to administrative error, the Department will comply with the Comptroller General Decision issued on this subject on November 16, 1989, Case Number B-235386.

Section 7. Reopener Clause

If, during the duration of this Agreement, changes in the law affecting union security occur (by enactment of law, administrative determination of the Federal Labor Relations Authority, or judicial interpretation), either party may reopen this Agreement by submitting proposals addressing this area. Such negotiations shall involve those areas that the change in law affects and the arbitration payment(s) agreed to in Article 44.

Section 8. Duration of Agreement

The provisions of this Article will remain in effect so long as Local 12 maintains exclusive recognition under the Statute. Deductions for all members will be automatically terminated at the beginning of the first pay period after loss of recognition.

Article 41
Official Time

History

Section 1. General

Local 12 and DOL Management commit themselves to the development of a workplace culture and climate where Union representatives and Management officials, in all appropriate units of the Department, have a good working relationship and mutual respect. The Department and Local 12 recognize that reasonable time spent by Union officials in the conduct of union-management business under the Statute contributes to the development of orderly and constructive labor-management relations.

Section 2. List of Officers, Stewards, and Other Representatives

Within thirty (30) days after each general election, Local 12 shall give the Department a complete list of all officers, stewards, and other representatives. Within the first five (5) days of each month, Local 12 shall notify the Department of any change in the list within the preceding month.

Section 3. Performance of Union Functions and Stewards' Area of Jurisdiction

Officers, stewards, and other representatives of Local 12 are authorized to perform duties properly assigned to them by the Local subject to the restrictions on use of official time provided in Section 4 of this Article. The number of stewards and officials eligible for official time under this Article will not exceed the ratio of one (1) to each fifty (50) employees in the bargaining unit. A list of these eligibles, by name and organization, shall be supplied to and maintained for the Department by Local 12 in accordance with the provisions of Section 2 above.

A steward's area of jurisdiction, including representation under the grievance procedure, shall be within the Agency in which he/she is employed. The President of Local 12, or his/her designee, may assign a steward from another jurisdiction on a case-by-case basis if a special need exists in an individual case. It is understood that such an assignment will not be made routinely or in such a way as to be at cross purposes with the concept of steward's jurisdiction as stated in this Article. The President of Local 12 will notify the Director of the Office of Employee and Labor-Management Relations (OELMR) in advance of such exceptions to a steward's area of jurisdiction.

Section 4. Official Time

a. Union-Management Business. Reasonable official duty-hour time for union-management business, but in no case to include internal Union business, is authorized for designated Union representatives as follows:

(1) A designated Union representative or employee seeking Union assistance may leave his/her normal work area to perform authorized union-management business only with permission of his/her immediate supervisor.
(2) A Union representative or employee who wishes to engage in authorized union-management business in an organizational unit not under the direction of his/her own supervisor must obtain the permission of the supervisor of the organizational unit involved before engaging in such activity.

(3) Requests for official time should be made as soon as possible once it is realized that the need exists.
(4) Permission as described in (1) and (2) above shall be granted unless compelling reasons require the presence of the Union representative or employee at Agency tasks which he/she is then performing. If such permission is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing, upon request, to the representative or employee who was so denied.
(5) If a dispute arises between a designated Union representative or employee(s) and his/her supervisor concerning the use of official time, the matter will be referred to the Agency Labor Relations Officer and the Union's Agency Chief Steward for resolution. If they are unable to resolve the dispute, it will then be referred to the Department's Director of OELMR and the Local 12 President.
(6) When requesting official time the designated Union representative or employee(s) shall provide the minimum amount of information necessary to the supervisor to allow the supervisor to make an informed determination concerning the request. In requesting official time, the name of the grievant or employee(s), if any, need not be mentioned. Union representatives, employee(s), and supervisors will deal with each other in an open and candid manner in regard to official time and confidentiality will be respected.
(7) Reasonable amount of official time is the amount of time that is necessary to accomplish the specific task for which official time is requested, including a reasonable amount of time to travel to and from the task location.
(8) The Union representative or employee will report his/her return to work to his/her immediate supervisor upon conclusion of the authorized union-management business.
(9) As used herein, the term "union-management business" is defined as follows:

(a) Preparing and presenting a grievance.
(b) Consultation by designated Union representatives with Management, including exchanges of information and views relative to formulating, changing, or implementing personnel policies and practices, working conditions, and considering any views, objections, or suggestions before final action is taken.
(c) Union representation on joint union-management committees.
(d) Preparing for, traveling to, participating in, and returning from meetings called or authorized by Management in connection with matters described in (a), (b), and (c) above.
(e) Investigating, preparing, and presenting a reply to a notice of proposed adverse action, performance-based action, within-grade denial, or Reduction in Force (RIF) appeal; representation in connection with an Equal Employment Opportunity (EEO) discrimination

complaint, a request for reconsideration or an appeal of an acceptable level of competence determination, or a classification appeal. In addition, it includes time to prepare and, if required, participate in a Federal Labor Relations Authority (unfair labor practice charge or unit clarification), Federal Service Impasses Panel, Merit Systems Protection Board, Equal Employment Opportunity Commission, or Office of Workers' Compensation Program proceeding.

b. Internal Union Business. Official duty time shall not be allowed for internal Union business, including but not limited to meetings to conduct internal organizational affairs, solicitation of membership, collection of dues, or other internal Union business.

c. Negotiation by Designated Union Representatives with Management. Management may not compel attendance at joint meetings of the parties designed to produce written agreements and such other written contracts as may be entered into to supplement or amend existing contractual arrangements between the parties outside the duty hours of the Union representative(s) involved in such negotiations.

Section 5. Training of Local 12 Representatives

Official time for periods up to forty (40) hours per contract year shall be granted to Local 12 representatives on request to attend training sessions sponsored by the Local when the purpose of such training is to provide information, briefing, or orientation relating to matters within the scope of the Statute and rules and regulations issued thereunder, including matters relating to pay, personnel policies, working conditions, work schedules, grievance procedure, performance rating, or Agency policy, and negotiated Agreements pertaining thereto. Official time may not be granted for training if the primary purpose is to train or inform employees as to solicitation of memberships and dues, other internal Union business, or representing the Union in the art of collective bargaining.

Section 6. Preparing LM2 and Tax Forms

One (1) Local 12 Union official may utilize up to four (4) hours of official time annually to prepare the annual tax forms and financial report which must be filed with the Department of Labor pursuant to 5 U.S.C. 7100, Standards of Conduct for Labor Organizations.

Section 7. Local 12 Union Officials

The following Local 12 Officials will be on 100% official time: President, First Vice President, and Head Steward.

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Bargaining History
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The parties' intent in this Article is to define and delineate more clearly the use of official time as well as the procedures by which the use is requested and approved. The parties desire official time to be administered in a manner which will minimize confrontation.

The Union will continue to provide the Department a list of those representatives entitled to official time under the Agreement. The Union will delineate the list as to those, if any, who are "other representatives."

Steward jurisdictions were clarified that they pertain to both Steps 1 and 2 of the grievance procedure. The President of Local 12 still retains the right to make necessary exceptions to the general rule, and will give prior notice to the Director of the Office of Employee and Labor-Management Relations.

The parties agreed to maintain the language in this Article with respect to "reasonable" official time, but clarified its meaning. In specifying that "reasonable" means that amount of time necessary to accomplish the task, the parties agreed this was not left to the subjective determination of the representative. Rather, a "rule of reason" would apply -- i.e., given the particular fact situation, what a reasonable person under normal circumstances could be expected to use and balancing this against the needs of the Agency to get its work completed.

To assist managers in planning work, the parties added language that employees or Union representatives should request official time as early as they know of the need.

The parties also clarified the amount of information employees or Union representatives need to provide in requesting official time. The principle to apply is as follows: the requester should provide the minimum information necessary to enable the supervisor to make an informed decision with respect to the amount of time requested. This will vary from situation to situation -- openness and candor as well as confidentiality should be utilized by those involved.

The matters for which official time may be used were expanded to include other third party proceedings outside the scope of the negotiated grievance procedure. In addition, a specific amount of official time was provided for the Union to prepare their financial forms required by the Government.

Recognizing the responsibilities required for effective contract administration, it was agreed that Local 12's President, First Vice President, and Head Steward will be on 100% official time.

Article 42
Right to Representation

History

Section 1. General

Any employee in the bargaining unit has the right to have Union representation for matters covered by the negotiated grievance procedure or as otherwise provided for in this Agreement.

Section 2. Investigative Examinations

a. A Union representative shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the Department in connection with an investigation if:

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

b. If an employee in the bargaining unit requests a Union representative, Management will reschedule (as soon as possible) the meeting with the Union representative given the opportunity to be present. Management will schedule the meeting at a time mutually convenient to Management, the Union, and the employee.
c. The Department will annually inform unit employees of their rights under this Section.

Section 3. Meetings, Discipline, or Potential Discipline

a. An employee in the bargaining unit has the right to have a Union representative present at any meeting between the employee and a supervisor or Management official in which discipline or potential discipline is to be discussed.
b. If discipline or potential discipline enters into a discussion during a meeting between an employee in the bargaining unit and a supervisor or Management official, the employee is entitled to request to be accompanied by a Local 12 representative. If such a request is made, the supervisor or Management official will honor the request and reschedule (as soon as possible) the meeting with the Union representative given the opportunity to be present.

Section 4. Adverse Actions

In major adverse actions involving a suspension of more than fourteen (14) days, a removal, or a reduction in grade or pay taken under 5 U.S.C. 4303 and 7512, the employee will be informed in advance of his/her right to Union representation.

Article 42
Bargaining History

Back to article

The language in Section 2 reflects the statutory right of employees to have Union representation at investigative examinations if the employee reasonably believes that the examination may result

in disciplinary action and Union representation is requested. To the extent that the employee has requested to be represented by a particular Union official, Management will attempt to accommodate the request to the extent practical. However, if the requested Union representative is not available for a period of time which would result in unduly delaying the meeting, the employee may be required to designate another representative so that the meeting may take place in a timely fashion.

Article 43
Grievance Procedure

History

The parties wish to foster an atmosphere of cooperation and mutual respect between supervisors and employees. To that end, supervisors and employees are encouraged to communicate regularly with each other and discuss any problems or concerns and try to resolve them informally. If such informal efforts are unsuccessful, employees may utilize the grievance procedure as prescribed in this Article.

Section 1. Purpose

a. The purpose of this Article is to provide a mutually acceptable method for a prompt and equitable settlement of grievances.
b. This shall be the procedure through which a just, speedy, and inexpensive determination of such grievances are secured. Therefore, the parties agree that grievances processed through this procedure should be resolved as early as feasible and at the lowest organizational level practicable.
c. This shall be the exclusive procedure available to the parties and employees in the unit.

Section 2. Coverage and Scope

a. A grievance means any complaint:

(1) by any employee concerning any matter relating to the employment of the employee;
(2) by Local 12 concerning any matter relating to the employment of any employee; or
(3) by an employee or Local 12 concerning:
(a) the effect or interpretation, or a claim of breach, of this Collective Bargaining Agreement; or
(b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

b. The procedure in this Article shall be available to all employees in the bargaining unit, except that those employees on temporary limited appointment and those who have not completed probation may submit a grievance only with respect to:

(1) working conditions; or
(2) rights expressly granted them elsewhere in this Agreement.

c. An employee who alleges a prohibited personnel practice under 5 U.S.C. 2302(b)(1) which also falls under the scope of this Article may raise the matter under a statutory procedure or this Article, but not both. Similarly, with respect to adverse actions and performance-based actions, employees may raise such matters under applicable appellate procedures or this Article, but not both.

Section 3. Exclusions

a. Excluded by Statute from the grievance procedure are:

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

b. Further, this Article does not apply to:

(1) a binding decision made by an authority outside the Department;
(2) the filling of a position which is in the Senior Executive Service (SES);
(3) the judgment of a merit staffing panel or qualifications rating examiner;
(4) non-selection from a properly prepared merit staffing certificate;
(5) failure to recommend and/or disapproval of a quality step increase, performance award, or other kind of honorary or other discretionary award;
(6) failure to adopt a suggestion submitted under the incentive awards program;
(7) termination of an employee on a temporary appointment;
(8) separation of an employee during the probationary period; or
(9) filling of a position outside the bargaining unit except for a position which is threshold to the unit.

Section 4. Rights

a. Nothing in this Agreement shall be construed as precluding discussion between an employee and his/her immediate supervisor of a matter of interest or concern to either of them. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude either party from attempting to resolve the grievance informally at the appropriate level.
b. An employee or group of employees in the bargaining unit filing a grievance under this procedure may be represented by a Union representative. Any employee or group of employees in the bargaining unit may present a grievance under this procedure without representation and have it resolved without intervention of the Union as long as the resolution is not inconsistent with the terms of this Agreement and the Union is given an opportunity to be present during the grievance proceeding.
c. In presenting a grievance, the grievant and the duly designated Union representative, if any, shall be free from restraint, interference, coercion, discrimination, and reprisal.
d. If in an active duty status, a grievant and/or a duly designated Union representative shall, upon request, be allowed a reasonable amount of official time during regular working hours without charge to leave, when such time is required for obtaining, preparing, and assembling information pertinent to the presentation of the grievance. For this purpose, "reasonable time" is construed to be that amount of time actually needed to accomplish the above.
e. Similarly, a reasonable amount of official time shall be allowed for the presentation of the grievance to the appropriate Management official or third party. For this purpose, "reasonable time" is construed to be that amount of time

actually needed to appear and present pertinent documents and information relating to the grievance. This includes a reasonable amount of time to travel to and from such presentation.

Section 5. Definitions

a. "Employee" means an employee in the bargaining unit or such former bargaining unit employees who have a timely grievance.
b. A "personnel action" is an action which requires issuance of a formal document (SF-50) through which a change in the employment conditions or status of an employee is requested, recorded, and documented.

Section 6. Grievance Form

a. The negotiated standard form is to be used for the filing of grievances under this Article except where the circumstances are such as, by reasonable view, to preclude the use of the form. The grievance is to be signed by the grievant(s), dated, and shall include the information specified in Section 7.a.(3) for Step 1 and Section 7.b.(1) for Step 2.
b. Trivial or clearly mechanical errors not affecting the substantial rights of a party shall be disregarded at every stage of the proceedings under this Article. A properly filed grievance form shall be accepted and processed promptly. An incomplete form will not be a basis for rejecting the grievance, but will be returned to the grievant or the Union for proper completion before processing. For purposes of timeliness, the grievance will be considered filed when the form is first received by the appropriate Management official. However, the time for response will not begin until the properly completed grievance form is received by the appropriate official.
c. A grievance is properly filed when prepared in accordance with Subsection a. of this Section and shall be accepted by the Department when it is postmarked or personally delivered to the appropriate official within the time limits established in this Article.

Section 7. Procedures

a. Step 1

(1) A grievance must be filed within twenty (20) workdays of when an employee and/or the Union has learned of the alleged violation. A grievance concerning a continuing condition may be filed at any time during the existence of that condition.
(2) All grievances other than those concerning merit staffing shall ordinarily be filed with the immediate supervisor, unless it is mutually determined that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. This mutual determination is to be made between the servicing Labor Relations Officer and the Local's Agency Chief Steward. All grievances concerning merit staffing shall be filed with the servicing Personnel Officer at Step 2, with Step 1 being automatically waived.
(3) When filing a grievance at Step 1, the grievant shall provide the basic facts, issues, or concerns on the grievance form. The supervisor, the aggrieved employee, and the Union steward shall have five (5) workdays from the filing of the grievance to meet and discuss the grievance. The meeting shall be arranged with the Union steward. The supervisor will communicate the decision on the grievance either orally at the conclusion of the meeting or in writing within five (5) workdays from the date of the meeting.
(4) Representation at Step 1 shall be provided by any steward in

the same Agency as the grievant, unless a steward from another jurisdiction is appointed by the President in accordance with Article 41, Section 3.
(5) If no decision is rendered in a timely fashion, the grievant or Union may appeal to Step 2 or the Union may notify the Office of Employee and Labor-Management Relations (OELMR), which will ensure that a decision is rendered within three (3) workdays.

b. Step 2

(1) A grievance may be appealed to Step 2 of this procedure within ten (10) workdays of receipt of a decision unsatisfactory to the aggrieved employee(s) and the Union representative at Step 1 or, if no timely decision is issued at Step 1, within ten (10) workdays after the grievance reply was due at Step 1. An appeal shall be filed on the negotiated grievance form and shall indicate:

(a) date of appeal;
(b) name of grievant;
(c) official to whom appealed;
(d) basic facts, issues, or concerns submitted at Step 1 and any additional or amended information;
(e) provisions of the Agreement alleged to have been violated;
(f) remedy sought; and
(g) name of Union representative.

(2) The Step 2 appeal shall be filed with the senior career program official in the same program as the grievant. The Step 2 appeal shall be considered filed when it is postmarked or personally delivered to the appropriate Agency official in a timely manner. The grievant or the Union will provide a courtesy copy to the immediate supervisor and the Agency Labor Relations Officer. If the appeal is filed with the wrong Agency official, Management shall forward it to the correct official and so notify the grievant and Union. A merit staffing grievance is filed at Step 2 with the servicing Personnel Officer within twenty (20) workdays of when an employee and/or the Union has learned of the alleged violation.
(3) At Step 2, the grievant shall be represented by the Chief Steward of the grievant's Agency or by another steward in that Agency designated by the Chief Steward, unless the designation is made by the President of Local 12 in accordance with Article 41, Section 3. For those Agencies other than the Office of the Assistant Secretary for Administration and Management that are serviced by the National Capital Service Center, the Chief Steward may designate any steward from among those Agencies.
(4) The Agency official, grievant, and Union shall have ten (10) workdays from the filing of the Step 2 appeal to meet and discuss the grievance. The meeting shall be arranged with the Union representative. The Agency official shall render a written decision to the grievant and Union representative within five (5) workdays of the Step 2 meeting. If no decision is rendered in a

timely fashion, the Union may appeal to arbitration or the Union may notify OELMR, which will ensure that a decision is rendered within three (3) workdays.

Section 8. Union Grievances

a. A grievance initiated by the Union must bear one signature of an official(s) or representative(s) designated by the President or First Vice President of Local 12.
b. Union-Filed Institutional Grievances
A grievance filed by Local 12 which does not seek personal relief for a particular employee or group of employees, but rather expresses Local 12's disagreement with Management's interpretation or application of the Agreement and which seeks an institutional remedy, shall be processed as follows:

(1) On a matter involving more than a single DOL Agency, the grievance shall be filed with OELMR at Step 2. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.
(2) On a matter specific and limited to a single DOL Agency, the grievance shall be filed with the Administrative Officer at Step 2. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.
(3) A grievance filed in accordance with paragraphs (1) or (2) above must be filed within twenty (20) workdays of the occurrence of the alleged violation.

c. Union-Filed Employee Grievances

(1) If the Union files a grievance seeking personal relief for an individual employee or group of employees, the grievance(s) should be filed in accordance with the procedures delineated in Article 43, Section 7, just as if the affected employee(s) had initiated the grievance(s).
(2) Where mutually agreeable by the parties, Union-filed grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving the grievances.

(a) If the employee grievants are under the supervision of a single supervisor, the Step 1 grievances may be consolidated as a single grievance with that supervisor.
(b) If the employee grievants are under the supervision of different supervisors within a single DOL Agency, the grievances may be consolidated with the Agency Administrative Officer at Step 1.
(c) If the employee grievants are under the supervision of different supervisors in more than one (1) DOL Agency, the grievances may be consolidated and filed at Step 2 with OELMR. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may

invoke arbitration within the next twenty-five (25) workdays.

Section 9. Invocation of Arbitration

Upon receipt of the Step 2 decision or if no decision is rendered in a timely fashion, the Union may, within twenty-five (25) workdays, invoke arbitration by giving notice of such intent to the Director of OELMR as provided in Article 44 of this Agreement.

Section 10. Grievability/Arbitrability

If the Department considers a grievance non-grievable or non-arbitrable, it should communicate such determination at the earliest possible time. In order to raise the issue at arbitration, the Department shall advise the Union no later than twenty (20) workdays after invocation and at least ten (10) workdays before the hearing.

Section 11. Termination of Grievance

A grievance shall terminate only at the employee's request, with Union approval, or for failure to proceed to the next step in a timely fashion, or if an arbitrator renders a decision, or a final decision is rendered on an appeal from the arbitrator's decision.

Section 12. Modification of Procedures

a. The time limits delineated in this Article may be modified by mutual written agreement of the parties.
b. The parties may mutually agree in writing to waive Step 1 or 2 of this procedure.

Section 13. Stays of Certain Personnel Actions

a. Upon timely filing of a grievance within five (5) workdays after receipt of a decision to suspend or remove a bargaining unit employee under 5 U.S.C. 4303 or 7512 or to suspend an employee under 5 U.S.C. 7502, the Department agrees to stay such action for three (3) months or until an arbitrator makes an award, whichever comes first. In such cases, Step 1 of the grievance procedure is waived and the grievance immediately goes to Step 2; however, if the Union represented the employee during the notice and response period, Step 2 of the grievance procedure may also be waived. This Section does not apply to emergency suspensions where retention of the employee in an active duty status may be injurious to the employee, his/her fellow workers, or the general public, or may result in damage to Government property. In such cases, the Department may waive the advance written notice period; if the Department waives the advance notice period, the employee will be placed in a non-duty status with pay, for such time, up to ten (10) days, as necessary to effect the suspension.
b. Upon timely filing of an appropriate grievance concerning a disputed performance appraisal, or a personnel action to reduce in grade or pay under 5 U.S.C. 4303 or 7512, the Department agrees to stay such action for six (6) months or until an arbitrator makes an award, whichever comes first. In such cases of reduction in grade or pay, the same principle of waiving Steps 1 or 2 of the grievance procedure, as stipulated in Subsection a. above, will apply.
c. Upon timely filing of a grievance, the Department agrees to stay disputed merit staffing actions for four (4) months or until an arbitrator makes an award, whichever comes first. However, each Agency head, at his/her

discretion, may lift up to five (5) such stays at any time in a contract year.
d. With respect to Subsection a. or b. of this Section, such stays shall not be applicable to employees in the excepted service. With respect to Subsection c. of this Section, such stays shall not be applicable to non-bargaining unit threshold positions or to positions in the excepted service.

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The parties fashioned an entirely new approach and philosophy to the handling of grievances. The new grievance procedure reflects the manner in which the Department and Local 12 wish to relate to each other institutionally and their desire to expand this to the work site. This new approach is intended to foster labor-management cooperation at the work site and focus upon mutual respect and problem resolution between employees and their supervisors.

While this Article provides a formal grievance machinery, it is the parties' intent that it be utilized only as a last resort. That is, to the maximum extent possible, supervisors and employees and stewards should feel free and are encouraged to discuss matters of mutual concern in a non-adversarial manner, deal with issues and not personalities, and attempt to resolve such issues informally. While this is the intent, the parties also recognize that good faith disagreement on issues can exist in a cooperative relationship and that an "agreement to disagree" is always possible.

If the filing of a grievance becomes necessary, it is the parties' desire that the grievance be resolved at the earliest time and at the lowest level possible. It is recognized that in any grievance process, if a grievance escalates to higher levels or as more time passes, the grievance becomes more difficult to resolve. The new Step 1 procedure contemplates that the parties to the grievance focus on the problem or concern rather than legal or technical issues. Thus, the grievance form at Step 1 need contain only the basic facts or concerns of the grievant and may omit any specific references to contractual provisions, regulations, or requested remedy. The intent is to provide for a grievance meeting where the respective participants can discuss the matter which gave rise to the grievance in a more informal fashion, focus on the facts and concerns of the grievant, and explore possible resolution without being primarily burdened with technical or regulatory matters, or preparing a case for arbitration. No written decision is required at Step 1 if the supervisor can respond orally at the meeting. If done so, the supervisor may confirm the oral decision in writing (for the record). The Agreement calls for the Step 1 meeting to be arranged with the Union steward to avoid the appearance of improper discussion between the supervisor and the grievant (without the presence of the Union steward).

It is normally expected that a Step 1 grievance will be filed with an employee's immediate supervisor. However, on occasion it may make sense for a grievance to be filed elsewhere. If such a question arises on the part of either the grievant/Union or Management, the question should immediately be discussed between the Union's Agency Chief Steward and the servicing Labor Relations Officer. They may agree that the grievance should be filed elsewhere and the grievance is then filed and processed accordingly. If they cannot agree, then the grievance is filed and processed with the immediate supervisor. It is understood that at the Step 1 meeting, the supervisor may request the Agency Labor Relations Officer to be present. The parties also acknowledge that technical experts may be present but that the meeting remains between the immediate supervisor, the grievant, and the Union.

Step 2 of the grievance procedure was totally revised. Step 2 is intended to be a fine tuning of Step 1, requiring more specificity from the grievant and Union, but the focus remaining on problem resolution. The parties acknowledged that the "factfinding" process under the prior

Agreement had not worked as intended to resolve matters at Step 2. Thus, instead, a meeting will now occur between the grievant, the Union representative, and a higher level Management official. In balancing the desire to maintain a 2-step procedure for expediency and still focus on the issue(s) being resolved at the lowest level possible, the parties decided to elevate grievances at Step 2 to the highest "career program manager." The parties will agree upon a list of the Agency positions in the various organizational units in the Department where Step 2 appeals are to be filed, and the list will be made known to employees, managers, and supervisors. Again, the meeting should be arranged with the Union representative.

At Steps 1 and 2, Union representation will normally come from among the Agency's designated stewards. Exceptions may be made by the Local 12 President in accordance with Article 41. At Step 1, such exceptions should not be made routinely. However, it is understood that these exceptions may be more frequent at Step 2. For the purpose of representation at Step 2, Agencies (other than the Office of the Assistant Secretary for Administration and Management) serviced by the National Capital Service Center shall be considered one area of jurisdiction. These Agencies include all components of the Office of the Secretary, Bureau of International Labor Affairs, Office of Labor-Management Standards, Pension and Welfare Benefits Administration, Veterans' Employment and Training Service, and the President's Committee on Employment of People with Disabilities.

While the joint factfinding process has been replaced, it is understood that the Union representative at Step 2 is still entitled to reasonable official time to prepare for the Step 2 meeting. Such time includes reviewing relevant documents or information and speaking to individuals with relevant information concerning the grievance. Understanding that no one can be compelled to speak to the Union representative, the parties desire that all relevant facts be made known so that neither party proceed in ignorance of important facts. Additionally, while it is desirable for the grievant/Union to submit any information or documents in support of the grievance when the grievance is initially filed at Step 2, the grievant/Union may submit additional information or documents at the Step 2 meeting for consideration by the Management official.

The parties agreed to maintain the language in this Article with respect to reasonable official time, but clarified its meaning. In specifying that "reasonable" means that amount of time needed to perform the representation, the parties agreed this was not left to the subjective determination of the representative. Rather, a "rule of reason" would apply -- i.e., given the particular fact situation, what a reasonable person under normal circumstances could be expected to use and balancing this against the needs of the Agency to get its work completed.

In laying out the grievance procedure in this Article, the parties understand that a supervisor or manager is not precluded from holding other informal discussions with the Union steward and employee in an attempt to informally resolve the grievance. However, a supervisor may not discuss the grievance with the employee without also giving the Union the opportunity to be present at the discussion.

The changes in both Step 1 and Step 2 necessitated a change in dealing with the issue of grievability/arbitrability. With the informal nature of Step 1 and the focus on problem resolution remaining at Step 2, the parties did not desire either Management or the grievant/Union to get overly hung up on the issue of grievability to the extent that it would detract from a good faith effort to resolve the grievance. Thus, Management still has the obligation to advise the grievant and Union of any concerns over the grievability of a matter at the earliest time practicable. It is understood that when such a concern arises, it merely becomes another issue in the grievance and Management must continue to process the grievance. To the extent it is not raised in the grievance procedure, it may be raised at arbitration -- but only if done so in a timely manner. The intent here is to provide the Union adequate time to deal with the issue in keeping with the mutual interest that there should be no surprises at arbitration.

Given that employees in the excepted service may now grieve adverse actions or performance-based actions, it was necessary to clarify that the "stay" provisions of Section 13.a. and b. do not apply to employees in the excepted service. Additionally, it was clarified that a grievance concerning the merit staffing of a position in the excepted service or a non-bargaining unit threshold position does not trigger the stay provision of Section 13.c. The parties also clarified that with respect to stays of merit staffing actions, if a grievance is filed after the interviewing process has begun, the interviewing process may be completed.

In keeping with the goal of streamlining the process as much as possible, the parties agreed that certain actions, which, if grieved, become subject to the stay provision, would bypass either Step 1 or both Steps 1 and 2 of the grievance procedure and go immediately to arbitration. Concerning the latter, this will depend upon whether Local 12 represented the employee during the "notice" period, in accordance with higher regulation.

With respect to the concept or definition of the term "threshold," the parties chose not to define the term in the Agreement. Instead, the parties agreed that the term would best be defined during the administration of the Agreement and any dispute could be resolved, if necessary, by resorting to the grievance procedure.

Finally, the parties agreed that they share joint responsibility for administration of this Article to ensure that it will work in a consistent fashion across Agency lines. Both parties will actively monitor the operation of the grievance procedure and work together to correct any problems that may arise so that grievances can be effectively resolved or moved expeditiously along to the next phase.

Article 44
Arbitration

History

Section 1. Panel of Arbitrators

a. The parties shall maintain a panel of six (6) arbitrators. The panel shall be used for both regular and expedited arbitrations; however, separate rosters will be maintained in alphabetical order for regular and expedited arbitrations. The number of arbitrators on the panel may be increased or decreased by mutual agreement of the parties.
b. Arbitrators to fill vacancies on the panel will be mutually agreed to by the parties or selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. If the parties cannot agree upon a name, they will alternately strike from the list until one (1) name remains.
c. The arbitrator to hear a particular case shall be designated, upon the Department's receipt of the Union's invocation, from the list maintained in the Office of Employee and Labor-Management Relations (OELMR). Arbitrators shall be designated on a rotating basis in the order that their names appear on the appropriate roster. If the case is for expedited arbitration, the arbitrator will be selected from the expedited arbitration roster; if for regular arbitration, from the regular arbitration roster.
d. Any arbitrator may be removed from the panel unilaterally by either party on the anniversary of the effective date of this Agreement. The party wishing to exercise this right must give notice to the other party only during the thirty (30) calendar day period prior to the anniversary of the effective date of the Agreement. After such notice of an arbitrator's removal, no further cases shall be assigned to that arbitrator; however, the arbitrator shall hear and decide any case assigned prior to the receipt of the written notice of removal.
e. Within thirty (30) calendar days after written notice of an arbitrator's removal, the parties shall meet and mutually agree upon another arbitrator to replace the removed arbitrator, using the selection method set forth in Subsection b. above. The newly selected arbitrator shall be placed on both the expedited and regular arbitration rosters in alphabetical order.
f. OELMR shall be responsible for communicating with the arbitrators about their inclusion on or removal from the panel, their assignments, and the scheduling of their assigned cases, subject to oversight by the Union.

Section 2. Cost of Arbitration

a. Management shall pay the arbitrator's fees and expenses for the first five (5) regular arbitrations and first five (5) expedited arbitrations each contract year. There shall be no carryover credit from one year to the next for unused arbitrations.
b. Management will pay for such transcripts as may be requested by either party with respect to such arbitrations as may occur under this Article. Where such a transcript is made, a copy of it will be furnished to both the Union and the arbitrator.
c. After the first five (5) regular arbitrations and first five (5) expedited arbitrations, the arbitrators' fees and expenses for any additional arbitrations held during the remainder of the year will be paid by both parties in equal proportions.

Section 3. Scheduling of Arbitration Hearings

a. The parties shall schedule hearing dates with the arbitrators on the panel in advance on a rotating basis. The purpose of this is to ensure that there are available dates each month for arbitrations to be held. There shall be at least one (1) date each month scheduled for expedited arbitration and at least one (1) date each month scheduled for regular arbitration.
b. OELMR and Local 12 shall meet on a monthly basis to review all cases invoked to arbitration since the last monthly meeting and to assign a hearing date for all pending cases.
c. Except for cases in which a personnel action has been stayed pursuant to Article 43, Section 13, hearings in regular (non-expedited) arbitration cases must be held within ninety (90) calendar days of invocation of arbitration.
d. Arbitration hearings in cases in which a personnel action has been stayed pursuant to Article 43,Section 13 must be held within thirty (30) calendar days of invocation of arbitration.
e. Hearings in expedited arbitration cases must be held within thirty (30) calendar days of invocation of arbitration.
f. If a hearing is postponed or canceled at such a late date that a cancellation fee is charged by the arbitrator, the party requesting the postponement or cancellation shall pay the cancellation fee.

Section 4. Submission of Case for Decision by the Arbitrator Without a Hearing

In cases where there are no facts in dispute, the parties may agree to submit the case for decision by the arbitrator on the basis of written stipulations and argument, without the necessity of a hearing.

Section 5. Prehearing Procedures

a. No later than fourteen (14) workdays before a scheduled hearing, the parties shall meet to clarify the issues and explore possible resolution of the case.
b. No later than five (5) workdays before the hearing, the Union and Management representatives shall meet to exchange witness lists, stipulate the issue or issues, and agree on joint exhibits and joint stipulations of fact. If the parties cannot agree on a joint stipulation of the issues, the parties shall exchange separate statements of the issues at this meeting.

Section 6. Hearing Site

The Department shall provide the hearing site, usually on the Department's premises.

Section 7. Expedited Arbitration

a. The parties agree to use expedited arbitration for the purpose of timely resolution of noncomplex disputes.
b. Expedited arbitration will be used for grievances pertaining to the following subjects:

(1) Written counseling, warnings, reprimands, or admonishments or suspensions of fourteen (14) days or less;
(2) Leave restriction letters;
(3) Absent Without Leave (AWOL) charges;
(4) Removal from flexitime;
(5) Performance appraisals where only element rating(s) is (are) challenged;
(6) Merit staffing grievances where the sole issue is whether the

grievant was improperly excluded from the certificate of eligibles; or
(7) Denial of within-grade increases.

c. By mutual consent of the parties, grievances other than those listed in Subsection b. of this Section may be invoked to expedited arbitration.
d. Expedited arbitration will not be used to resolve disputes where the subject matter includes:

(1) an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability;
(2) an allegation of a prohibited personnel practice within the meaning of 5 U.S.C. 2302(b);
(3) a question of contract interpretation; or
(4) a charge of an unfair labor practice.

e. Time Parameters and Conduct of Hearing

(1) An expedited arbitration hearing will be conducted in one (1) day. Each party will have up to three (3) hours to present its case, including rebuttal, to cross-examine the other party's witness(es), and to present oral argument.
(2) The expedited arbitration hearing shall not be transcribed, and neither party shall file a brief or any other written argument.

Section 8. Authority and Decision of the Arbitrator

a. In both expedited and regular arbitration cases, the jurisdiction and authority of the arbitrator shall be confined to the issue(s) pertinent to the grievance, the interpretations and applications related thereto, consistent with the definition of a grievance provided in Article 43, Section 2 of this Agreement.
b. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.
c. In expedited arbitration cases, the arbitrator's decision will be rendered within five (5) calendar days of the date of the hearing. While it may be brief, the decision shall be in writing and must contain the rationale utilized by the arbitrator for either granting or denying the grievance.
d. In expedited arbitration cases, the arbitrator's decision will set no precedent and will be confined to the disposition of the case to which the decision is addressed.
e. In regular (non-expedited) arbitration cases, the arbitrator shall render and serve the written award on both parties within thirty (30) calendar days of the close of the record.
f. The arbitrator's decisions will be final and binding, except as provided by law.

Section 9. Grievability and Arbitrability

The arbitrator shall have the authority to make all determinations respecting grievability/arbitrability. If the Department considers a grievance non-grievable or non-arbitrable, it should communicate such determination to the Union at the earliest possible time. In order to raise the issue at arbitration, the Department shall advise the Union no later than twenty (20) workdays after invocation and at least ten (10) workdays before the hearing.

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Both parties agreed that the purpose of the arbitration procedure is to provide a method to resolve disputes in a timely fashion. Both parties expressed a commitment to find a way to eliminate the current arbitration backlog and to ensure that in the future grievances invoked to arbitration would be heard and decided in a timely fashion.

The parties agreed that the current system of maintaining a panel of arbitrators had worked and decided to continue this practice. It was decided, however, that the panel should be increased to a total of six (6). It was also agreed that the same panel should be used for regular and expedited arbitration; however, separate rosters should be maintained.

The parties agreed that one of the problems that had resulted in delays in hearing cases under the 1980 Agreement was the inability of the parties to agree on scheduling. In an effort to eliminate this problem the parties agreed that hearing dates with the arbitrators on the panel would be scheduled in advance, so that there would be dates available each month on which to schedule cases. It was agreed that there would be at least one (1) date set aside each month for expedited arbitration and at least one (1) date set aside each month for regular arbitration. OELMR and Local 12 will meet regularly at the same time each month to review all cases invoked to arbitration since the last monthly meeting and to assign a hearing date for all pending cases. Thus, all cases in which arbitration has been invoked should have a hearing date assigned within a month of invocation. In addition, the parties agreed that hearings in all regular arbitration cases must be held within ninety (90) calendar days of invocation, except for cases in which a personnel action had been stayed pursuant to the stay provision of Article 43. In the latter cases the arbitration hearing must be held within thirty (30) calendar days of invocation.
The parties decided to use the term "must" in relation to the scheduling of hearings within thirty (30) or ninety (90) calendar days of invocation, in an effort to express both sides' commitment to the scheduling of cases within the time frames agreed upon. However, it was understood that failure to meet the time deadline would not result in a party waiving its right to an arbitration hearing.

The parties agreed to establish an expedited arbitration procedure as a mechanism to resolve noncomplex disputes. Under this expedited arbitration procedure the hearing would be scheduled within thirty (30) calendar days of invocation. The hearing would be completed in one (1) day, with each side having three (3) hours to present its case. It was understood that the parties would be held to the three-hour time limit, and that the arbitrator would not have the authority to grant additional time. There would be no hearing transcript and no briefs or other written argument. The arbitrator would be required to render his/her decision in writing within five (5) days of the hearing. The parties agreed that one (1) year after the effective date of this Agreement they would assess the effectiveness of the expedited arbitration procedure and determine whether any changes should be made.

Article 44, Section 7.b. sets forth a list of grievance subjects for which expedited arbitration will be required. Article 44, Section 7.d. sets forth a list of subjects in which expedited arbitration will not be used. It was understood by the parties that Section 7.d.(3), which lists contract interpretation questions as matters not to be subject to expedited arbitration, was not to be used as a loophole to get around the requirement to use expedited arbitration in certain cases. Thus, even though the subjects listed in Section 7.b. could be considered matters of contract interpretation, they would not be so considered for the purpose of the determination to use expedited arbitration.

While the parties recognize that an arbitration hearing is a quasi-legal process, it is the intent of the parties that these hearings be conducted informally in order to permit each party to tell its side

of the story. However, it is recognized that both parties should do their part to ensure that the hearing proceeds in an efficient fashion. The issues should be clarified in advance. The presentation should be confined to relevant testimony, documentary evidence, and argument. Both parties should prepare in advance and have their witnesses ready and available, to avoid wasting time during the hearing.

Any settlement of a case which has been invoked to arbitration must be approved by the Union and the Office of Employee and Labor-Management Relations.

Article 45
Adverse and Disciplinary Actions

History

Section 1. Employees Covered

This Article applies to the following bargaining unit employees:

a. employees in the competitive service;
b. preference eligibles in the excepted service who have completed one (1) year of continuous service in the same or similar positions in an Executive agency or in the U.S. Postal Service or Postal Rate Commission; and
c. individuals in the excepted service (other than preference eligibles) who are not serving a probationary or trial period under an initial appointment pending conversion to the competitive service, or who have completed two (2) years of current continuous service in the same or similar positions in an Executive agency under other than a temporary appointment limited to two (2) years or less.

Section 2. General

No bargaining unit employee will be the subject of an adverse action except for such just cause as will promote the efficiency of the service.

Section 3. Employee Right to Review Material

An employee in the bargaining unit has the right to review such documentary evidence (including the notice of disciplinary or adverse action) as may be relied upon in support of an adverse or disciplinary action.

Section 4. Counseling, Warnings, Reprimands, or Admonishments

a. Oral counseling, warnings, reprimands, or admonishments are not considered disciplinary actions. They can neither be grieved by the employee nor be relied upon by Management in any disciplinary action subsequently taken against the employee.
b. Counseling, warnings, reprimands, or admonishments which are reduced to writing must be shown to the employee if they are to be capable of being relied upon by Management in any subsequent disciplinary or adverse action against the employee. If the employee is dissatisfied with such written counseling, warning, reprimand, or admonishment, he/she may file a grievance pursuant to Article 43 of this Agreement.

Section 5. Notice of Proposed Action

a. When Management issues a notice of proposed action under this Article, the notice will state a reasonable time, not less than seven (7) calendar days, by which the employee's reply(ies) to the notice of proposal must be made.
b. When Management issues a notice of proposed action under this Article, the notice will include a statement that the employee is entitled to representation, including representation by Local 12. The notice will include the name and telephone number of the Local 12 Chief Steward in the employee's Agency.
c. When Management issues a notice of proposed action under this Article, it will notify Local 12 of the nature of the proposed action and the employee's Agency.
d. The disallowance of an employee's choice of a representative during the notice period may be appealed to the servicing Personnel Officer. Such appeals must be made in writing within three (3) calendar days following receipt of the deciding official's disallowance.

Section 6. Adverse Action--Suspensions of Fourteen (14) Days or Less

a. The negotiated grievance procedure in Article 43 is ordinarily the exclusive procedure for appeals of actions taken under this Section. However, if the employee wishes to raise an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, the employee may elect to pursue the matter either under the negotiated grievance procedure or under the Equal Employment Opportunity (EEO) complaint procedure, but not both. The employee shall be deemed to have exercised his/her option to raise the matter under either the negotiated grievance procedure or the EEO procedure at such time as the employee files a grievance or a formal EEO complaint.
b. When Management issues a notice of proposed action under this Section to an employee in the bargaining unit, he/she will be given an original and one (1) copy for referral to Local 12, if desired.

Section 7. Other Adverse Actions

a. Adverse actions covered under this Section are:

(1) a suspension for more than fourteen (14) days;
(2) a reduction in pay and/or grade; or
(3) a removal based on misconduct or unacceptable performance, or a combination of misconduct and unacceptable performance.

b. When Management issues a notice of proposed adverse action under this Section to an employee in the bargaining unit, he/she will be given an original and one (1) copy for referral to Local 12, if desired.
c. Except in cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Article may appeal an action taken under this Section through the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB), but not both. The employee shall be deemed to have exercised his/her option to raise the matter under either the negotiated grievance procedure or the MSPB procedure at such time as the employee files a grievance or an appeal with the MSPB.
d. In cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Article may appeal an action taken under this Section through the negotiated grievance procedure, to the MSPB, or through the

EEO complaint procedure. An employee who has elected to pursue the matter through the EEO complaint procedure or the MSPB appeal procedure may not appeal the matter through the negotiated grievance procedure. The employee shall be deemed to have elected the forum under which he/she wishes to proceed at the time he/she files a grievance, an appeal with the MSPB, or a formal EEO complaint.

Section 8. Pending Legal Charges

If an employee is the subject of a criminal investigation or other criminal proceeding and an adverse action is taken against him/her involving the same facts as those which gave rise to the criminal investigation or proceeding, the employee can elect to suspend his/her right to file a grievance appealing the adverse action until the completion of the criminal trial or other disposition of the criminal matter, if the matter is resolved prior to trial. The grievance must be filed within twenty (20) workdays of the date of the completion of the criminal trial or other disposition of the criminal matter.

Section 9. Furloughs of Thirty (30) Days or Less

A furlough of thirty (30) days or less will be processed in accordance with 5 U.S.C. 7513.

Article 45
Bargaining History
Back to article

The parties agreed to add a new Section 1 which would extend the coverage of this Article to certain excepted service employees in accordance with the Civil Service Due Process Amendments of 1990.

The parties decided to keep the language in Article 45, Section 1 (now Section 2) of the 1980 Agreement which states that no bargaining unit employee will be the subject of an adverse action except for such just cause as will promote the efficiency of the service. It was agreed that this language was intended to have the same meaning as the statutory language at 5 U.S.C. 7503(a) and 7513(a) which provides that an Agency can only take an adverse action against an employee ". . . for such cause as will promote the efficiency of the service."

The parties agreed that Section 4 would contain the language which appeared at Section 4 of the 1980 Agreement. The parties discussed the meaning of the provision in Subsection a. that oral counseling, warnings, reprimands, and admonishments could not be relied upon by Management in any disciplinary action subsequently taken against the employee. It was agreed that this language did not mean that the oral counseling, warning, reprimand, or admonishment could not be mentioned in connection with the factual basis for the disciplinary action. The language is intended only to prohibit Management from relying on the oral counseling, warning, reprimand, or admonishment as a prior disciplinary action which would justify a more severe penalty than would otherwise be appropriate. The parties agreed that it was desirable to keep oral counseling, warnings, reprimands, and admonishments as informal as possible in order to encourage employees and supervisors to work out problems without the need to resort to the formal adverse action and grievance procedures.

The parties agreed that both the Union and Management had an interest in employees obtaining good representation at the proposal stage in adverse action proceedings. Thus, the parties agreed to add language in Section 5, Subsection b. requiring adverse action notices to include a statement that the employee is entitled to representation, including representation by Local 12, and to include the name and telephone number of the Local 12 Chief Steward in the employee's

agency. The parties also agreed to add Section 5, Subsection c. requiring Management to notify Local 12 of the nature of the proposed action (if a suspension, the number of days proposed should be specified) and the employee's Agency whenever Management issues a notice of proposed adverse action. It is intended that such notification should be in writing. The language adopted by the parties meets both the interest of maximizing the opportunity for employees to obtain Union representation at the proposal stage of an adverse action and the interest of protecting employee privacy.

The parties adopted changes which appear in Section 6, Subsection a. and Section 7, Subsections c. and d., to bring the Agreement into conformity with the requirements of 5 U.S.C. 7121(d) and 29 CFR §1613.219 in relation to an employee's right to elect to proceed under the EEO complaint procedure if he/she wishes to raise an allegation of discrimination in connection with an adverse action. As the Statute and regulations provide, an employee must elect whether to proceed under the grievance procedure or a statutory appeals procedure (such as the Merit Systems Protection Board (MSPB) or Equal Employment Opportunity (EEO) procedures) and cannot do both.

The parties adopted Section 8 to provide for a procedure similar to that employed by the MSPB in cases where an employee requests that administrative proceedings in an adverse action case be suspended pending the disposition of a pending criminal matter against the employee involving the same facts. This provision was in response to the Union's concern that employees not be placed in a position where they would be required to risk self-incrimination if they testified in the grievance proceedings. In these circumstances the MSPB will, at the employee's request, dismiss the MSPB appeal without prejudice to the right to refile within twenty (20) days of the date of the completion of the criminal trial proceedings. Green v. U.S. Postal Service, 16 MSPR 203 (1983); Wallington v. Dept. of Treasury, 42 MSPR 462 (1989). The parties agreed that the procedure outlined in Section 8 could only be initiated at the employee's request and would only be permitted if the employee was the subject of a criminal investigation or other criminal proceeding which involved the same facts as those which were the basis of the adverse action. The parties also agreed that the suspension of the right to file a grievance would be terminated once the criminal matter was resolved or the criminal trial had been concluded, whichever occurred first. It was not contemplated by the parties that the suspension of the right to file a grievance would continue through the criminal appellate process. The parties also agreed that once the criminal trial or earlier resolution of the matter was concluded, the employee would have twenty (20) workdays in which to file the grievance.

Article 46
Facilities and Services

History

Section 1. General

The Department agrees to provide the Union with all such office space, furniture, telephone, and support services included with the standard rental cost for space as it has provided in the past.

Section 2. Union Bulletin Boards and Kiosks

a. The Department will continue to provide five (5) kiosks for Local 12 to post materials in the Washington, D.C., metropolitan area. The kiosks are intended for the transmittal of information of mutual interest of employees and for announcements by the Union to employees in the bargaining unit.
b. Local 12 is responsible for the upkeep of these kiosks and for ensuring that posted materials are in conformance with the provisions of 5 U.S.C. 7131(b).
c. The Department will provide a bulletin board in each building where there are bargaining unit employees except in those buildings which have kiosks, and will also provide two (2) bulletin boards in the Frances Perkins Building (FPB), one near the Snack Bar and one near the Cafeteria. The specific locations and size of the bulletin boards will be determined by mutual agreement of both Management and Local 12, consistent with applicable regulations and fire and safety requirements. Local 12 is responsible for the upkeep of the bulletin boards and for ensuring that posted materials are in conformance with the provisions of 5 U.S.C. 7131(b).

Section 3. Use of Departmental Telephones for Labor-Management Business

a. Union Offices. The Department will continue to provide the use of telephone service in each Union office.
b. Union Stewards. Union stewards will have access to Departmental telephones for use when necessary in conducting representational business.

Section 4. Parking

a. Assigned Permits. The Department agrees to provide three (3) parking permits for the Union's use in the FPB which shall be issued in the name of the Union for use by persons designated by the Union. The Union is responsible for paying any standard fees or charges normally assessed for use of similar parking privileges.
b. Union Visitors' Parking. In the event the Union needs a parking space(s) for a visitor(s) to the FPB, such request should be made to the Department's Office of Facilities Management, Office of the Assistant Secretary for Administration and Management, one (1) day in advance of the need. The Department will accommodate such requests to the extent space is available.

Section 5. Use of Departmental Photocopying Equipment

The use of photocopying equipment shall continue to be made available by the Department to the Union for representational business.

Section 6. Distribution of Union Handbills and Other Solicitations

The parties' conduct in this area shall be governed by 5 U.S.C. 7131(b).

Section 7. Use of Departmental Meeting Rooms

Management, upon an adequate advance request (three (3) or more workdays) from the Union to the Department's Office of
Facilities Management, will provide the Union use of Room N-4437 A and B in the FPB between 11:45 a.m. and 1:30 p.m. In addition, Management will provide the Union with the use of Room N-4437 A, B, and C in the FPB for the full day on Wednesday upon an adequate advance request. Management, upon an adequate advance request from the Union, on a space-available basis, will make a special effort to provide the Union other meeting space. The Union agrees to comply with all Departmental security and housekeeping rules.

Section 8. Meeting Space in Outlying Buildings

Management recognizes the need for private meeting space between the Union and bargaining unit employees in outlying buildings. Space for such meetings between Union stewards and bargaining unit employees will be provided in all outlying buildings, where available, upon adequate advance notice.

Section 9. Copies of Departmental Rules and Regulations

Management agrees to continue to furnish to the Union one (1) copy of the Federal Personnel Manual, the Department of Labor Manual Series, and the Department of Labor Supplement to the Federal Personnel Manual, including any supplements or changes thereto that relate to bargaining unit employees, excluding those portions or chapters which constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining which are exempt from disclosure under the Freedom of Information Act.

Section 10. Use of Internal Mail System

The Union shall have the opportunity to utilize the Department's internal mail system to distribute its newsletter to all employees. Material distributed through the internal mail system will be clearly identified as Local 12 material and may not contain any scurrilous, libelous, disparaging, or otherwise inappropriate material.
In all cases, the Union is responsible for providing the Department with the appropriate number of copies of the material to be distributed and sufficiently in advance of the distribution deadline desired.

Section 11. Electronic Mail

For the purpose of fostering effective and efficient communications between the parties, the Department shall provide Local 12 with access to the electronic mail system to handle communication between the Union and the Office of Employee and Labor-Management Relations.

Article 46
Bargaining History
Back to article

Section 1 is basically carryover language from the previous Agreement. With respect to Union office space, the locations where Local 12 is provided office space is in the Frances Perkins Building (FPB) and in the building occupied by the Bureau of Labor Statistics (BLS). This issue was fully bargained and is not open for further negotiations during the life of the Agreement unless mutually agreed to by the parties.

Section 4 was revised to reflect that three (3) parking spaces in the Frances Perkins Building would be provided to the Union. Parking for the Union in outlying buildings may be the subject of mid-term negotiations when triggered by some change in the status quo.

Section 10 provides that Local 12 may use DOL's internal mail system to distribute its newletter to employees. The parties agreed that the Department is not required to distribute newsletters containing attacks on individual managers or the Department's Management in general. This is not to say that the Department has any censorship over the Union's newsletter. Rather, in the event the Department chooses not to distribute a particular newsletter for the stipulated reasons, Local 12 is always free to print and distribute the newsletter on its own.

Article 47
Duration

Section 1. Effective Date

This Agreement shall become effective on March 15, 1992.

Section 2. Duration

This Agreement shall remain in full force and effect for three (3) years and from year to year thereafter, unless either party gives to the other written notice of intention to terminate or reopen. Either party may give notice to the other not more than ninety (90) nor less than sixty (60) calendar days prior to the expiration date of this Agreement of its desire to renegotiate or amend this Agreement. The ground rules which will govern negotiations of the new Agreement, including the procedure to be followed in any negotiation impasse, are detailed in Appendix A of this Agreement. This Agreement shall remain in full force and effect during negotiations and until a new contract takes effect.

Section 3. Supplemental Agreement

The provisions of any Supplemental Agreement or Understanding entered into at any level shall become a valid part of this Agreement upon the effective date specified in the Agreement when such Agreement or Understanding is signed by the President of Local 12 and the Secretary of Labor or their duly designated representatives. Supplementary Agreements or Understandings shall become a part of this Agreement and shall be subject to the provisions for termination and reopening as provided in this Article. In addition, the following Memoranda of Understanding (MOU) shall remain in full force and effect under this Agreement:

a. All Supplemental Flexitime Agreements (those in conflict with Article 4 must be brought into conformity within sixty (60) calendar days of implementation of this Agreement);
b. Salary Offset Provisions of Debt Collection Act of 1982 signed 9/11/86;
c. Travel Management signed 6/18/88 and amended MOU signed 12/6/91;
d. Bargaining Unit Status of Employees in the President's Committee on Employment of People with Disabilities signed 7/29/88;
e. Smoking Policy signed 1/14/91; and
f. Drug Testing Program signed 12/6/91.

Section 4. Dues Withholding

This Article does not apply to dues withholding which shall remain in full force and effect as long as Local 12 retains its recognition as exclusive representative.

Section 5. Savings Clause

If any provision of this Agreement is rendered invalid under existing or subsequent laws, such provision shall be renegotiated for the purpose of an adequate replacement. Such negotiations shall be conducted in accordance with the requirements of Article 36. All other provisions of the Agreement shall remain in full force and effect.

Appendix A
Ground Rules

Section 1. General

These ground rules are to govern the conduct of negotiations for a new Collective Bargaining Agreement between the Department and Local 12, AFGE, and shall become effective on the date either party serves written notice to the other party to amend this Agreement in accordance with Article 47, Section 2 of this Agreement.

Section 2. Rules

a. The parties shall meet within ten (10) workdays of a reopening of this Agreement for the purpose of negotiating ground rules for the conduct of term negotiations. Such negotiations over ground rules shall continue for five (5) consecutive workdays. If no agreement is reached, the issues in dispute shall be submitted to the Federal Service Impasses Panel.
b. Term negotiations shall begin as soon as practical after completing negotiations of the ground rules.
c. Management shall not compel Union representatives to negotiate outside of their normal duty hours.
d. The Union shall be entitled to up to ten (10) members on its bargaining team.
e. Negotiations shall be conducted at a mutually agreed upon site outside the Frances Perkins Building.
f. Negotiations over additional ground rules shall include:

(1) site, facilities, and services;
(2) schedule of bargaining sessions; and
(3) mediation procedures.

g. During term negotiations, if no agreement is reached after mediation, outstanding issues shall be submitted to the Federal Service Impasses Panel in accord with Section 7119 of the Federal Service Labor-Management Relations (FSLMR) Statute.
h. The Department's negotiating team is authorized to negotiate all items that are subject to negotiation under the FSLMR Statute.

The Union's negotiating team is authorized by its membership to negotiate all items that are subject to negotiation under the FSLMR Statute.

A new term Agreement reached, as appropriate, is subject to ratification by the Union.

Appendix B
Merit System Principles Under 5 U.S.C. 2301

Merit system principles

(a) This section shall apply to -

(1) an Executive agency; and
(2) the Government Printing Office.

(b) Federal personnel management should be implemented consistent with the following merit system principles:

(1) Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a work force from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity.
(2) All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.
(3) Equal pay should be provided for work of equal value, with appropriate consideration of both national and local rates paid by employers in the private sector, and appropriate incentives and recognition should be provided for excellence in performance.
(4) All employees should maintain high standards of integrity, conduct, and concern for the public interest.
(5) The Federal work force should be used efficiently and effectively.
(6) Employees should be retained on the basis of the adequacy of their performance, inadequate performance should be corrected, and employees should be separated who cannot or will not improve their performance to meet required standards.
(7) Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance.
(8) Employees should be -

(A) protected against arbitrary action, personal favoritism, or coercion for partisan political purposes, and
(B) prohibited from using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for election.

(9) Employees should be protected against reprisal for the lawful disclosure of information which the employees reasonably believe evidences -

(A) a violation of any law, rule or regulation, or
(B) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

(c) In administering the provisions of this chapter -

(1) with respect to any agency (as defined in section 2302(a)(2)(C) of this title), the President shall, pursuant to the authority otherwise available under this title, take any action, including the issuance of rules, regulations, or directives; and
(2) with respect to any entity in the executive branch which is not such an agency or part of such an agency, the head of such entity shall, pursuant to authority otherwise available, take any action, including the issuance of rules, regulations, or directives;

which is consistent with the provisions of this title and which the President or the head, as the case may be, determines is necessary to ensure that personnel management is based on and embodies the merit system principles.

(Added Pub.L. 95-454, Title I, § 101(a), Oct. 13, 1978, 92 Stat. 1113, and amended Pub.L.101-474, § 5(c), Oct. 30, 1990, 104 Stat. 1099.)

Appendix C
Prohibited Personnel Practices Under 5 U.S.C. 2302

(a)

(1) For the purpose of this title, "prohibited personnel practice" means any action described in subsection (b) of this section.
(2) For the purpose of this section -

(A) "personnel action" means -

(i) an appointment;
(ii) a promotion;
(iii) an action under chapter 75 of this title or other disciplinary or corrective action;
(iv) a detail, transfer, or reassignment;
(v) a reinstatement;
(vi) a restoration;
(vii) a reemployment;
(viii) a performance evaluation under chapter 43 of this title;
(ix) a decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this subparagraph; and
(x) any other significant change in duties or responsibilities which is inconsistent with the employee's salary or grade level; with respect to an employee in, or applicant for, a covered position in an agency;

(B) "covered position" means any position in the competitive service, a career appointee position in the Senior Executive Service, or a position in the excepted service, but does not include -

(i) a position which is excepted from the competitive service because of its confidential, policy-

determining, policy-making, or policy-advocating character; or
(ii) any position excluded from the coverage of this section by the President based on a determination by the President that it is necessary and warranted by conditions of good administration.

(C) "agency" means an Executive agency, and the Government Printing Office, but does not include -

(i) a Government corporation;
(ii) the Federal Bureau of Investigation, the Central Intelligence Agency, the Defense Intelligence Agency, the National Security Agency, and, as determined by the President, any Executive agency or unit thereof the principal function of which is the conduct of foreign intelligence or counterintelligence activities; or
(iii) the General Accounting Office.

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

(1) discriminate for or against any employee or applicant for employment -

(A) on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);
(B) on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);
(C) on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

(D) on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
(E) on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation;

(2) solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of -

(A) an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
(B) an evaluation of the character, loyalty, or suitability of such individual;

(3) coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;
(4) deceive or willfully obstruct any person with respect to such person's right to compete for employment;
(5) influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;
(6) grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
(7) appoint, employ, promote, advance, or advocate for appointment, employment, promotion or advancement, in or to a civilian position any individual who is a relative (as defined in section 3110(a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in section 3110(a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;
(8) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of -

(A) a disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences -

(i) a violation of any law, rule, or regulation, or
(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and

specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

(B) any disclosure to the Special Counsel of the Merit Systems Protection Board, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences -

(i) a violation of any law, rule, or regulation, or
(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

(9) take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of -

(A) the exercise of any appeal, complaint, or grievance right granted by any law, rule or regulation;
(B) testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (A);
(C) cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or
(D) for refusing to obey an order that would require the individual to violate a law.

(10) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or the United States; or
(11) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in section 2301 of this title.

This subsection shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to the Congress.

(c) The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules, and regulations, and other aspects of personnel management. Any individual to whom the head of an agency delegates authority for personnel management, or for any aspect thereof, shall be similarly responsible within the limits of the delegation.

(d) This section shall not be construed to extinguish or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the civil service under -

(1) section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16), prohibiting discrimination on the basis of race, color, religion, sex, or national origin;

(2) sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a), prohibiting discrimination on the basis of age;

(3) under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d)), prohibiting discrimination on the basis of sex;

(4) section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791), prohibiting discrimination on the basis of handicapping condition; or

(5) the provisions of any law, rule, or regulation prohibiting discrimination on the basis of marital status or political affiliation.

(Added Pub.L. 95-454, Title I, §101(a), Oct. 13, 1978, 92 Stat. 1114, and amended Pub.L. 101-12, §4, Apr. 10, 1989, 103 Stat. 32; Pub.L. 101-474, §5(d), Oct. 30, 1990, 104 Stat. 1099.)

Appendix D
Step 2 Grievance Officials

Organization	Step 2 Official
Office of the Secretary:	
Immediate Office of the Secretary	Director, National Capital Service Center
Immediate Office of the Deputy	Director, Secretary National Capital Service Center
Executive Secretariat	Director
Office of Congressional and Intergovernmental Affairs	Director, National Capital Service Center
DOL Academy	Director
Office of Administrative Law Judges	Chief Judge
Benefits Review Board	Chief Judge
Employees' Compensation Appeals Board	Chair
Office of Small and Disadvantaged Business Utilization	Director
Office of Administrative Appeals	Director
Office of Public Affairs	Deputy Director
Bureau of Labor-Management Relations and Cooperative Programs	Director of Programs
Office of the Assistant Secretary for Policy	Deputy Director
Office of the Chief Financial Officer	Deputy Chief Financial Officer
Bureau of International Affairs:	
Office of International Economic Affairs	Director
Office of Management, Administration and Planning	Director
Office of International Organizations	Director
Office of Foreign Relations	Director

Bureau of Labor Statistics:

Office of Employment and Unemployment Statistics	Associate Commissioner
Office of Prices and Living Conditions	Associate Commissioner
Office of Compensation and Working Conditions	Associate Commissioner
Office of Productivity and Technology	Associate Commissioner
Office of Employment Projections	Associate Commissioner
Office of Field Operations	Associate Commissioner
Office of Publications	Associate Commissioner
Office of Research and Evaluation	Associate Commissioner
Office of Technology and Survey Processing	Assistant Commissioner
Office of Quality and Management Information	Assistant Commissioner
Office of Administration	Administrative Officer

Employment Standards Administration:

Immediate Office of the Assistant Secretary	Deputy Assistant Secretary
Office of Federal Contract Compliance Programs	Deputy Director
Wage and Hour Division	Deputy Administrator
Office of Workers' Compensation Programs	Director
Office of Management, Administration and Planning	Administrative Officer

Employment and Training Administration:

Office of Job Training Programs	Administrator
Office of Work-Based Learning	Administrator
Office of Regional Management	Administrator
Office of Strategic Planning and Policy Development	Administrator
Unemployment Insurance Service	Director
U.S. Employment Service	Director

Office of Information Resources Management	Director
Office of the Comptroller	Comptroller
Office of Grants and Contract Management	Director
Office of Management Support	Administrative Officer
Mine Safety and Health Administration:	
Office of the Administrator for Coal Mine Safety and Health	Administrator
Office of the Administrator for Metal and Nonmetal Mine Safety and Health	Administrator
Office of Assessments	Director of Assessments
Office of Standards, Regulations and Variances	Director
Office of Educational Policy and Development	Director
Office of Technical Support	Director
Office of Administration and Management	Administrative Officer
Office of the Assistant Secretary for Administration and Management:	
National Capital Service Center	Director
Directorate of Civil Rights	Director
Directorate of Administrative and Procurement Programs	Director
Directorate of Information Resources Management	Director
Office of Safety and Health	Director
Office of Labor-Management Standards:	
Office of Field Operations	Director
Office of Elections, Trusteeships and International Union Audits	Director
Office of Policy and Program Support	Director
Office of Administration and Human Resources	Administrative Officer

Occupational Safety and Health Administration:

Directorate of Policy	Director
Directorate of Compliance Programs	Director
Office of Construction, Maritime and Health Engineering Support	Director
Office of Field Programs	Director
Directorate of Health Standards Programs	Director
Directorate of Safety Standards Programs	Director
Directorate of Federal/State Programs	Director
Directorate of Technical Support	Director
Directorate of Administrative Programs	Administrative Officer

Office of the Solicitor:

Division of Fair Labor Standards	Associate Solicitor
Division of Employment and Training Legal Services	Associate Solicitor
Division of Legislation and Legal Counsel	Associate Solicitor
Division of Labor-Management Laws	Associate Solicitor
Division of Civil Rights	Associate Solicitor
Division of Special Appellate and Supreme Court Litigation	Associate Solicitor
Division of Employee Benefits	Associate Solicitor
Division of Black Lung Benefits	Associate Solicitor
Division of Occupational Safety and Health	Associate Solicitor
Division of Plan Benefits Security	Associate Solicitor
Division of Mine Safety and Health	Associate Solicitor
Arlington Field Office	Deputy Solicitor
Office of Management	Administrative Officer

Pension and Welfare Benefits Administration:

Office of Enforcement	Director

Office of Regulations and Interpretations	Director
Office of Policy and Legislative Analysis	Director
Office of Research and Economic Analysis	Director
Office of Information Management	Director
Office of Program Services	Director
Office of Exemption Determinations	Director
Office of Chief Accountant	Chief Accountant
Office of Program Planning, Evaluation and Management	Administrative Officer
Veterans' Employment and Training Service	Director of Field Operations

Women's Bureau:

Office of Policy Analysis and Information	Director
Office of Programs and Technical Assistance	Director
Office of Administrative Management	Administrative Officer

NOTE: All merit staffing grievances are to be filed with the servicing Personnel Officer.