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

Effective August 29, 2013

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Coverage and Recognition
Article 1

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;

h. Employees in Regional/Field duty stations in the Washington, D.C. metropolitan area of the Employee Benefits Security Administration and the Office of Labor-Management Standards; and

i. Employees on an initial temporary appointment of less than one year's duration, or employees on successive temporary appointments totaling a year or more performing generally different duties and/or working in different DOL agencies.

Section 5. Definition

Hereinafter, throughout this Agreement, the term "employee(s)" is synonymous with the term "bargaining unit employee(s)," unless specified otherwise.

Section 6. Disputes over Unit Coverage

a. When the bargaining unit status of a position changes, the Agency Vice President/Chief Steward for the affected Agency will be notified of the change prior to implementation.

b. If requested by the Agency Vice President/Chief Steward, the Agency will discuss the change in the bargaining unit status of the position in question prior to effectuating the change.

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

(a) among properly ranked and certified candidates for promotion, or

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the 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 Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such Management officials.

Article 3
Employee Rights

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

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. Use of Personal Audio Devices

Employees have the right to play personal audio devices 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 9. 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 10. Polygraph Tests

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

Section 11. 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. To the extent allowable by law and provided it has been approved in advance by an appropriate level of management, the Department may pay professional development and certification fees when they are job related.

Section 12. 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, Management will inform the employee why it was rejected.

Section 13. 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 Human Resources Officer responses to material placed in the records.

Section 14. 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 13 of this Article.

Article 4
Transit Subsidies

Local 12 and the Department support programs to improve air quality and reduce traffic congestion. The parties agree that the Department will provide a non-taxable transit subsidy program designed to encourage employees to use qualified mass transit modes for their daily commute to and/or from their duty location by methods other than single occupancy vehicles.

Section 1. Definition

This Article covers "Qualified Transit Fringes" defined as commuting expenses which one could qualify for a transportation subsidy/fringe benefit provided by management to an employee by any of the following means:

a. Commuter Highway Vehicle (CHV) if such transportation is in connection with travel between the employee's residence and place of employment.

b. Any form of mass transit;

c. Qualified parking; and

d. Qualified bicycle commuting reimbursement.

Section 2. Transit Benefit

a. Within budgetary limitations, all bargaining unit users of eligible mass transit or eligible commuter highway vehicles (CHVs) shall receive 100% of their actual monthly commuting costs, not to exceed the statutory maximum (currently $245 per month), as authorized by law or regulation, which may be in the form of Smart Benefits or SmartTrip Cards.

b. All bargaining unit employees who convert from commuting solely by privately operated vehicles (POVs) to eligible mass transit or eligible CHVs for all or part of their commute shall receive an additional $5.00 per month for the first six (6) consecutive months after conversion.

c. When the Department is authorized to change the maximum amount of the transit subsidy by law, regulation or Executive Order, the Department will implement the change for all employees. Notwithstanding any other provision of this Agreement, when the Department is given discretion to change or alter any of the maximums of any of the subsidies described within this Article by law, regulation or Executive Order, the Department and the Union will bargain over the Impact and Implementation of the changes in the transit subsidy amounts after the date when the Department receives this new discretion in accordance with the Statute. In addition, the Department agrees to implement any change or alteration of any of the maximums of any of the subsidies described within this Article by law, regulation or Executive Order, within ninety (90) calendars days of the date when the Department receives this new discretion.

d. An employee's monthly subsidy cannot exceed the employee's actual cost based on twenty (20) workdays of commuting by eligible mass transit or CHV.

e. Participants must certify annually that they are eligible for the qualified parking fringe benefit and/or are eligible to use qualifying mass transit, eligible CHV, or qualified bicycle commuting as their regular and recurring means of commuting.

f. The Department shall ensure that all employees who use qualified parking, as defined by the law, receive a pre-tax deduction from gross income for actual monthly parking costs associated with commuting up to the legal maximum (currently $245 per month). The Department agrees that all employees who park at eligible parking locations (e.g., Metro parking lots, commercial lots, privately owned parking lots, commercial parking garages, parking meter(s), or employer provided parking), and take mass transportation, or ride to/from work in a vanpool, or ride to/from work in a carpool of two or more persons will be authorized to exclude 100% of their actual parking expenses from their taxable income up to $245 per month or any subsequent statutory limit.

g. Employees may participate in the Qualified Bicycle Commuting Reimbursement (QBCR) program. An employee is eligible for the QBCR subsidy when he/she commutes via bicycle for a substantial portion of travel between the employee's residence and place of employment for any given month. Employees participating in this program shall receive the maximum monthly subsidy, as authorized by law and/or regulation (currently $20 per

month). Employees may only receive one form of transit subsidy in any given month.

h. The Department will maintain an electronic resource on the DOL Intranet for employees to advertise ridesharing information.

i. The Mass Transit Subsidy and the Qualified Bicycle Subsidy are not transferable.

j. The Department will provide Local 12 with an annual report regarding the Mass Transit and Bicycle Subsidy programs. The report will contain the total number of recipients and annual dollars expended by program. In addition, the Department will provide an annual report on the total number of employees participating in the pre-tax parking benefit program.

k. In addition to the Committees provided for in Article 40 of the Agreement, the Union President or designee may raise on an ad hoc basis issues or concerns about the operations of the program with the Director of OELMR or designee at any time.

Article 5
Flexible or Compressed Work Schedules

Section 1. General

a. The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of flexible or compressed work arrangements. Moreover, the Department shall administer this Article in accordance with DPR 610, as specified or except as provided herein.

b. All employees will come under a Variable Week work schedule, except that any employee may work a standard workday/workweek or a compressed work schedule. Moreover, employees who were previously working in an office that operated under a "maxiflex" schedule will be "grandfathered" and allowed to remain on that schedule as long as they remain in that office.

Section 2. Definitions and Administration

a. 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.

b. Under Variable Week, the following 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 or use credit hours unless they have been accrued during a previous pay period. Full-time employees may carry over the maximum number of credit hours allowed by law, currently twenty-four (24), from pay period to pay period. Part-time employees may accumulate a maximum of one-fourth (1/4) of the hours in their biweekly 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. Credit hours may only be earned for work during the established flexible time band.

(2) Core hours are those designated times and days during the biweekly pay period when all employees must be present for work. Core hours shall be Monday through Friday 9:30 a.m. until 3:00 p.m. Employees may use credit hours in addition to other types of accrued leave to account for absences during core hours, as well as absences outside of core hours following established office procedures for obtaining supervisory approval of leave.

However, employees wishing to leave work at 2:30 p.m., will submit their request to do so to their supervisor in writing at least one week in advance of an 80 hour biweekly pay period. Employees requesting this arrangement could be on a fixed schedule (6:00 AM to 2:30 PM five days a week) or a flexible schedule. If they are on a flexible schedule, they will be at work no later than 8:00 AM on those days when they leave at 2:30 PM and their aforementioned written requests must include, at a minimum, those days when they will be leaving at 2:30 PM. Employees' requests to supervisors to leave work at 2:30 p.m. shall not be unreasonably denied.

(3) Overtime hours are all hours in excess of eight (8) hours in a day or forty (40) hours in a week that are officially ordered in advance, but do not include credit hours.

(4) Except as may be limited by this Article, employees on a flexible schedule may begin work as early as 6 a.m. and may work as late as 7 p.m., Monday through Friday.

c. Under a Compressed work schedule, the following shall apply:

1. In the case of a full-time employee, a compressed schedule is a fixed, non-flexible schedule constituting an eighty (80) hour biweekly basic work requirement that is scheduled for less than ten (10) workdays; in the case of a part-time employee, it is a fixed, non-flexible schedule constituting a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) workdays;

2. The compressed schedules used most often are the 5-4/9 and the four-day week. In the 5-4/9, full-time employees work eight daily 9 1/2-hour fixed tours of duty and one 8 1/2-hour fixed tour of duty in a pay period. In the four-day week, full-time employees work four daily 10 1/2-hour fixed tours of duty each week.

3. The specific fixed hours and days to be worked are subject to the approval and authorization of the supervisor.

4. Since a compressed work schedule, like a standard workweek, is a fixed schedule, the concepts of flexible time bands, core time, and credit hours do not apply to a compressed work schedule.

5. Overtime hours are any hours in excess of those specified hours that constitute the compressed schedule.

Section 3. Timekeeping: Sign In/Sign Out and Reporting Time and Attendance

a. 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 actual time of arrival in order, one after the other. When departing from work at the end of the employees' work day, employees sign their name and record their time of departure in order, one after the other.

b. Employees will report and record all hours in the Department's electronic time and attendance system.

c. Employees who do not physically report to an office at the beginning and/or end of each day will not be using the serial sign in/sign out sheets. When these employees report to the office they will use the serial sign in/sign out sheets.

Section 4. Flexible Hours of Work

a. Except as may be limited by this Article, employees working a flexible schedule may work as early as 6:00 a.m. and may work as late as 7:00

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.

b. 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 5. Exceptions to Flexible Hours of Work

a. The mission of the Department must take priority. Due to specific job requirements in some offices, or lack of available work because of the nature of the position, all employees may not be allowed to utilize the full range of flexible time bands. As an example, this could apply to an employee whose responsibility and duties are limited to receiving visitors, answering incoming phone calls, or dealing with customers during the normal business hours of the office.

b. Managers and supervisors may require an employee or groups of employees to go off flexible or compressed schedules temporarily to meet Agency needs. The employee will be given as much advance notice as possible.

Section 6. Part-Time Employees

a. The basic work requirement for a part-time employee is the number of hours which the 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 the employee is scheduled to work 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. However, supervisors retain the right to establish and make final decisions relative to any core hour arrangements for part time employees.

Section 7. Coverage of Mission and Office Functions

a. Management will continue to have responsibility and authority for seeing that the mission of the Department is carried out. Management will determine mission need requirements after discussions with employees at the office level. Some examples of the principal forms of coverage are:
   (1) Answering phones;

(2) providing receptionist duties;

(3) providing clerical, technical, and professional support;

(4) providing office representation at essential meetings;

(5) handling inquiries from the public; or

(6) providing program needs based on business necessity.

b. When the supervisor establishes coverage requirements, those employees whose Position descriptions require coverage are obliged to meet the coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Initially, 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. These requirements will remain in full force and effect until altered, amended, or revised. While the official daily tour of duty shall be an 8 1/2-hour day, Monday through Friday, overall coverage requirements for an office may be in excess of the 8 1/2-hour tour of duty, as determined by Management.

Section 8. Abuse

a. If an employee abuses his/her flexible schedule, management may remove the employee from participation in a flexible schedule.

b. Removal from a flexible schedule for abuse is not a disciplinary action, and does not preclude other action by the employer within its authorities to effect disciplinary action including removal from employment.

c. Employees should normally be given at least five (5) work days' notice before being removed from a flexible schedule. The notice will include that the employee has the right to representation by Local 12.

Section 9. Hours of Work

a. Basic Workweek: The basic or standard workweek normally consists of five (5) consecutive days, Monday through Friday, operating under conventional fixed work schedules, flexible work schedules, compressed work schedules, standby status, or first-40 hour workweek.

b. Reporting Hours: All employees shall report and record all hours worked and all approved and authorized absences, as well as all authorized or approved overtime or compensatory time during or outside the standard workweek, in the Department's electronic time and attendance system. The Department's

time and attendance system is not merely for reporting and recording of flexible work schedules, but is required for all work schedules as they relate to pay administration.

c. Standard Workday: The basic non-overtime workday will not exceed an 8 ½-hour tour of duty, including time for a lunch break.

d. Lunch Break: For all schedules operating within the basic workweek, the time period for employees to take their lunch break is between the hours of 11:00 a.m. and 2:00 p.m. That is, the lunch break will begin no earlier than 11:00 a.m. and must be concluded no later than 2:00 p.m. All employees are required to take a lunch break.

e. Overtime hours are all hours in excess of eight (8) hours in a day or forty (40) hours in a week that are officially ordered and approved in advance, but do not include credit hours. Before an employee may work overtime, he or she must receive advanced written approval from the supervisor. Employees and supervisors shall use DOL Form DL-1-105 to document supervisory approval of overtime work. Entries on the form will indicate whether the employee shall be compensated through overtime pay under the Fair Labor Standards Act (FLSA), overtime pay for FLSA exempt employees, or through compensatory time, in accordance with DPR Chapters 550 and 551 and the FLSA. Employees will not receive premium pay for hours worked past 6:00 p.m. unless such work is approved in advance of the administrative work week, or part of an officially rescheduled work shift.

Article 6
Leave

The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of leave. Moreover, the Department shall administer this Article in accordance with DPR 630, as specified or except as provided herein.

Section 1. Annual Leave

a. An employee has the right to take annual leave (as described in Section 1.c of this Article), subject to the right of the supervisor to schedule the time at which annual leave may be taken based solely 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. Approval to use annual leave that an employee has not yet earned is at the discretion of the supervisor. The amount of annual leave that may be advanced is limited to the amount of annual leave an employee would accrue in the remainder of the leave year. When an employee who is

indebted for advanced annual leave separates from Federal service, he or she is required to refund the amount of advance leave for which he or she is indebted.

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 (including coverage) requirements. The reason for the leave request will not be considered except in emergency situations. 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 fifteen (15) minutes (.25 hours).

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 shall be granted in accordance with 5 CFR 630 when an employee:

   (1) requests advanced approval for medical, dental, or optical examination or treatment; or

   (2) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

b. An employee may use up to 104 hours (13 days) of sick leave per calendar year when the employee:

   (1) 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. A contagious disease is a disease ruled to be subject to 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.

(2) provides care for a family member who is incapacitated by a medical or mental health condition or attends to a family member receiving medical, dental, or optical examination or treatment; or

(3) makes arrangements necessitated by the death of a family member or attends the funeral of a family member.

c. In accordance with 5 CFR 630, an employee may use up to twelve (12) weeks of sick leave each leave year for:

(1) caring for a family member with a serious health condition; or

(2) purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. Adoptive parents who voluntarily choose to be absent from work to bond with or care for an adopted child may not use sick leave for this purpose. Parents may use annual leave or Leave Without Pay (LWOP) for these purposes. An Agency may request administratively acceptable evidence for absences related to adoption.

d. If an employee previously has used any portion of the 104 hours specified in Section 2.b of this Article in a leave year, that amount must be included as part of the twelve (12) week entitlement pursuant to the Family Medical Leave Act (FMLA) if the employee substitutes sick leave for LWOP under FMLA.

e. When an employee in the unit is unable to report for duty or remain on duty because of illness or injury, notification must be given to the appropriate supervisor as soon as possible. It is the responsibility of employees to keep their supervisors advised regarding a continuing absence on sick leave.

f. Sick leave may be used in increments of fifteen (15) minutes (.25 hours).

g. 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 will 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 absence regardless of its duration, in accordance with Section 4 below. The medical certificate would indicate that the employee is under the care of a physician, is incapacitated for duty, and the expected duration of such incapacitation. The employee shall not normally be required to provide specific medical information such as diagnosis and prognosis. However, the employee may

choose to provide more detailed information to Departmental or Agency representatives within the chain of command.

h. The Agency agrees that all medical information or documentation furnished by the employee to the Agency will be subjected to all privacy rules and regulations, including but not limited to HIPAA, and that disclosure will only be made to those individuals who have a need to know in order to make an informed management decision regarding the employee's requested sick leave.

i. Upon request and the presentation of a medical certificate, sick leave should normally 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 work days. However, no advance sick leave will be made to employees for whom future accrual of sick leave is doubtful.

Section 3. 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 3.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 National Office, 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. However, as an exception to the above sentence additional requests may be submitted as the need arises.

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 government-wide law or 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. At the end of the leave of absence, it is management's intent to place the employee in the position the employee left wherever practicable. In the alternative, upon return, the employee will be placed in a position in the same job series, with the same status, grade, pay and promotional potential as the one he/she last occupied.

Section 4. 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 that must be followed to obtain leave. Leave restrictions will be in place for no longer than three (3) months. However, if the problem persists, the leave restriction may be extended in increments of three (3) months or less.

Section 5. Leave Without Pay (LWOP)

a. Leave Without Pay 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. The supervisor may approve requests for up to eighty (80) hours. Approval of LWOP for periods of more than 80 hours is at the discretion of the next higher level supervisor, who may re-delegate this authority to the immediate supervisor. Supervisors at a higher level than the DOL Agency Head or Regional Administrator are not bound by the 80 hour limitation in approving LWOP.

c. Any material change in the conditions upon which approval was based will terminate the granting of LWOP thirty (30) calendar days after the change, unless a new application is submitted for approval within that period. Each

employee who is granted LWOP for more than 30 calendar days of continuous absence will be informed of this rule at the time the LWOP is granted.

d. DOL Agencies may initially approve LWOP for any period up to 52 weeks. However, longer periods of time for LWOP may be approved only in unusual circumstances or if the requested time is in furtherance of a program of interest to the Federal government, such as the Peace Corps. While it is anticipated that DOL Agencies will carefully scrutinize requests for renewal of LWOP, all relevant factors must be considered.

e. Approval for LWOP must be granted in accordance with 5 CFR 630 for:

   (1) Military training or active duty for members of the Reserves or National Guard who are not entitled to, or have exhausted their military leave;

   (2) Medical treatment for disabled veterans; or

   (3) Employees exercising LWOP rights under FMLA.

f. Without having to invoke FMLA, employees may request time in order to fulfill other family obligations (up to 24 hours of LWOP each calendar year) solely for purposes of:

   (1) School and early childhood educational activities;

   (2) Routine family medical purposes;

   (3) Elderly relatives' health or care needs.

g. Other requests for short periods of LWOP for any other reason may be granted, depending on workload and the needs of the Department.

h. Information regarding the impact of LWOP on an employee's benefits and service time may be obtained from the employee's Human Resources Office.

i. If the request for LWOP was submitted by the employee in writing, any denial of LWOP will be provided to the employee in writing within five (5) work days of the employee's request.

j. Upon return to duty after a period of LWOP lasting three (3) months or less, the parties agree that an employee should normally be returned to his/her original position and grade level prior to the absence. Upon return to duty after a period of LWOP lasting greater than three (3) months, the employee will be returned to his/her original position, if available. In either case, where the original position is not available, the employee will be returned to

a similar position at the same job series, grade level, status and pay, and with the same promotional potential, as the position previously held.

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.

c. When Management determines that it will charge an employee with AWOL, it will notify the employee in writing of the intention to do so. The notification will be issued to the employee as soon as possible, but no later than the end of the pay period for which AWOL is recorded. The charge of AWOL will be changed to the appropriate leave category if it is determined later that the absence was excusable.

d. Employees should not be normally be charged AWOL for brief isolated periods of tardiness when it is established to be beyond the employee's control and advance notice is not possible. Management will treat employees fairly and equitably in determining whether to charge AWOL in such circumstances.

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 of, 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 conditions that are beyond the employee's control such as extraordinary weather, public transportation, or traffic conditions. In considering requests for excused absences, Management will 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. Management will treat employees equitably in approving administrative leave in such circumstances.

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 the employee’s 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 leave policy in granting the necessary leave for this purpose. Time off in excess of one (1) day shall be charged to annual leave or earned credit hours, compensatory time or 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 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 Treatment

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

(1) Administrative leave may be granted as follows:

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

1. An application for promotion, reassignment, or other position change in the Department; or

2. Acquisition of civil service status in the Department.

(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 shall be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending, in a non-official capacity as a witness, judicial proceedings in which the Federal government or State or local government is a party.

Section 9. Compensatory Time Off for Religious Observances

A supervisor shall permit an employee to earn compensatory time 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 use the compensatory time for this purpose before or after earning it. In either case, the employee must establish a schedule subject to supervisory approval to work the compensatory time.

Section 10. Leave Bank and Voluntary Leave Transfer Programs

a. General

(1) The Department agrees to maintain the Leave Bank and the Voluntary Leave Transfer Programs.

(2) The Leave Bank will be administered by a Joint Leave Board. The Department will provide administrative support to the Board.

(3) The Voluntary Leave Transfer Program will be administered by the Department.

(4) The employee is responsible for advising the supervisor of the intent to apply for the Leave Bank or Voluntary Leave Transfer Programs, and completing an application. If the employee is unable to complete an application because of his or her medical condition, the employee may designate a representative to apply on his or her behalf, which may be a family member, supervisor, co-worker or representative. The employee will notify the Human Resources Center (HRC) Leave Staff as soon as his or her medical emergency ends. The employee's supervisor is responsible for monitoring the use of donated leave, ensuring that it is used in an appropriate manner, denying the use of donated leave for other than an acceptable use, and advising the Board or Department of any concerns.

(5) The supervisor is also responsible for notifying the HRC Leave Staff if the recipient becomes approved for workers' compensation or disability retirement.

(6) Approved recipients are not entitled to the use of Leave Bank benefits without prior supervisory approval. Employees must have supervisory approval prior to using any leave from the Leave Bank unless they have invoked their rights under FMLA.

b. Leave Bank Program

(1) The Leave Bank Program will be administered by a Leave Bank Board. The Leave Bank Board will be comprised of one management-designated official, one Local 12-designated official, and one employee mutually agreed to by both Management and Local 12.

(2) The Board shall not discriminate in violation of any Federal law, including but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, and the Pregnancy Discrimination Act.

(3) Operation of the Board

(a) The Board will operate by majority vote. Failure to reach a majority on the approval of an application will result in the denial of the application and notice to the applicant of the denial.

(b) At least two Board members shall be present at Board meetings. In the event that two members are unavailable in person or telephonically to act on an application in a timely

manner (i.e., within ten (10) days), then the remaining member may approve an application for no more than one (1) pay period's worth of leave. Additional leave subsequently may be granted or denied by the Board based on the same application.

(c) All applicants will receive written notice of Board decisions either by memorandum or e-mail. Reconsideration of a Board decision shall be the sole right of review. There is only one (1) reconsideration available to the applicant if his/her application is not approved. The applicant will have thirty (30) days to request that the Board reconsider its initial decision. Applicants may seek reconsideration with or without submission of additional information or arguments. The Board will institute procedures for reconsideration, and applicants who are denied leave in whole or in part will be advised of the procedures.

(d) All Board deliberations are confidential unless the Board determines otherwise under the particular circumstances. Consistent with applicable laws and regulations, the privacy of applicants will be protected.

(e) The Board will establish operating rules and rules for allocating limited available leave. These rules must be published. The Board may modify these rules. Changes to the rules may be made no more than once a year unless the Board determines they are needed to meet the needs of members, taking into consideration the integrity of the program, and the desirability for consistency.

(4) Membership/Open enrollment periods

(a) The open enrollment period allows employees to join or cancel membership in the Leave Bank. The enrollment period is November 1 – 30 of each year and will convey membership in the Leave Bank for the following leave year. The Board may initiate "emergency" open seasons if it determines that available leave is not sufficient to meet the needs of its members.

(b) There will be a thirty (30) day individual open season period, during which the employee may elect to become a Leave Bank member, which begins on the date an employee (a) first enters on duty, (b) transfers to the National Office, or (c) returns from an extended absence outside an open season.

(5) Unless they opt out, employees who join the Leave Bank will have their membership automatically rolled over each year and the minimum leave donation will be automatically deducted. Employees will be given notice of the opportunity to opt out prior to the end of the year.

(6) The Board shall require donations of the minimum requirements set forth in 5 CFR 630. The Board may raise or lower the minimum in future years based only on the needs of the program.

(7) Forms

(a) The Board shall develop all necessary forms to administer the Leave Bank program. Necessary forms shall be kept to a minimum and shall require only the minimum amount of information necessary.

(b) The Board shall develop a system and form to permit employees to donate leave outside of open season periods and to facilitate donating leave that might otherwise be forfeited.

(8) Review of applications

(a) The Department will handle all administrative processing of applications and donations.

(b) The Department will review Leave Bank applications and make recommendations to the Board regarding compliance with regulatory and Board requirements, researching and applying past rulings for consistency.

(c) The Board may delegate to the Department's Human Resource Center the authority to approve leave donations. The decision to delegate this authority must be by majority.

(d) The Board shall act on Leave Bank applications within ten (10) work days of its receipt of the completed form.

(e) In considering applications, the Board, at a minimum, shall consider the factors in 5 CFR Part 630. The Board may consider factors in addition to those in 5 CFR Part 630, but if it does so, the factors must be published. The Board may modify its rules, provided the changes are published.

(9) Procedures after approval or denial of Leave Bank applications

(a) Leave shall be transferred as expeditiously as possible, no later than the pay period following the approval.

(b) All Leave Bank records will be maintained in accordance with records management regulations and guidelines.

(10) Limits on receipt of donated leave from the Bank

(a) A recipient may receive no more than 160 hours of leave from the Leave Bank per Bank year. The lifetime limit of leave from the Bank is 1,200 hours per recipient. The Board may establish a time limit in which leave must be used.

(b) The parties will conduct an annual Joint Labor-Management Leave Bank Drive whereby employees will be encouraged to donate leave to the Leave Bank and become members of the Leave Bank. The Leave Bank Drive will be conducted, at a minimum, in September or October in anticipation of the Leave Bank Open Season.

(c) Thirty (30) days after the end of each open season period, a limit per recipient will be established that is equal to one percent of leave in the Bank as of that date. In any Bank year, approved recipients may be granted total Bank Leave up to the lesser of 160 hours or the limit so established. Recipients who need more leave than the established limit may apply for and receive additional leave via the Leave Transfer program.

(d) The Board, subject to approval of the Director of Human Resources, may change the established cap on the number of hours (currently 160 hours) recipients may receive from the Leave Bank per Bank year.

(11) Monitoring of use of donated leave/status of medical emergency

(a) Before using any leave from the Leave Bank, an employee is required to exhaust any leave received from the Leave Transfer program.

(b) The Board shall have discretion as to how to act regarding incidents of employee abuse and shall establish and publish the guidelines it will follow.

(c) If abuse is found, such as using Bank leave for purposes other than the approved medical emergency or submitting false or modified documentation in support of an application, the Board will terminate the employee's right to use donated leave

during the medical emergency, will return unused leave to the Bank and/or donors, and may terminate the employee's Bank membership. In addition, the Board may inform the employee's supervisor of the abuse, which may be considered for possible disciplinary action.

(d) The Board will develop a system to monitor the termination of medical emergencies for the Leave Bank program.

(e) Employees have a responsibility to promptly notify the Board if the emergency terminates.

(f) Employees have a responsibility to coordinate with their Agency to arrange for any unused leave to be restored back to the Bank and/or donors.

(g) Supervisors will be advised when an employee is granted leave under the program. Supervisors may alert the Board if they are aware that a medical emergency has terminated and they believe the Board may not be aware.

(12) Publicity

(a) The Department, in coordination with the Board, will issue an annual report to the Leave Bank members; continue to maintain a handbook for all members; advise employees of the program to promote membership; and notify members periodically of the Leave Bank status and activities, rules, etc.

(b) A liaison person will be designated by each Agency.

(c) The Board will hold a membership forum at least once a year.

Section 11. Break Time for Nursing Mothers

The Department shall provide reasonable break times for an employee to express breast milk for her nursing child as needed for one (1) year after the child's birth. During this period, the Department shall provide a private place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, for a nursing mother to express breast milk. The parties agree this time period can be extended when requested by an employee.

Section 12. Family Leave

a. General

Management shall consider all reasonable and timely requests from employees that meet the criteria established for leave as provided for in this Section. 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 Section 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. This Section is to be read in tandem with the FMLA.

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

(1) Spouse and parents thereof;

(2) Children, including adopted children, children of domestic partners, and spouses thereof;

(3) Parents;

(4) Brothers and sisters, and spouses thereof;

(5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, including but not limited to domestic partners, legal guardians and wards, grandparents, and Godchildren.

b. Maternity, Paternity, and Child-Rearing Leave

(1) Consistent with the laws and regulations for using leave, an employee may be granted any combination of annual leave, sick leave, LWOP, compensatory and/or credit time. The employee can be granted leave of up to twenty-four (24) months for the purpose of pregnancy, assisting and/or caring for the minor children of the employee (including adopted children, children in the custody of the employee, or children of the employee's domestic partner), and caring for a relative (wife, mother, sister, daughter, or domestic partner) who is a mother of a newborn child while the mother is incapacitated for maternity reasons.

(2) It is understood that benefits and service time may be affected by prolonged periods of LWOP. Information regarding the impact of LWOP on an employee's benefits may be obtained from the employee's Human Resources Office.

(3) After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available approved annual leave, LWOP, compensatory and/or credit time.

c. Family Members

(1) Consistent with the laws and regulations for using leave, an employee may be granted any combination of annual leave, sick leave, LWOP, compensatory and/or credit time for a period of up to one (1) year for the purposes of assisting and/or caring for family members of the employee, while that person is incapacitated.

(2) An employee requesting extended annual leave, sick leave, LWOP, compensatory time and/or credit time agrees to provide Management, to the extent practicable, a reasonable advance notice which is commensurate with the extended period of absence.

(3) In the case of extended periods of absence, Management will attempt to return the employee to the same position and location. In the alternative, the employee will be placed in a position in the same job series, with the same status, grade, pay and promotional potential as the one he/she last occupied. Employees on extended approved absences may be recalled subject to the needs of the Agency mission.

d. Adoptive Leave

Annual leave, earned credit hours, compensatory time, LWOP, or sick leave, in accordance with Office of Personnel Management (OPM) regulations, can be used by an employee for those absences associated with the adoption of their children.

Article 7
Dependent Care Programs

Section 1. 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 2. 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.

Article 8
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 employee of the Department has applied for his/her child and is waiting for an appropriate vacancy.

Section 4. Administrative Leave to Attend Meetings

Each member of any governing body of the Center shall be allowed up to two (2) hours per month of administrative leave to attend meetings and conduct business of that body and up to an additional two (2) hours for those governing body members in the positions of President, Vice President, and Contract Administrator or the equivalent if their title changes. 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.

Section 6. Funds from Recycling Program

a. The Department will continue to donate 100% of the funds generated by the DOL recycling program in the Washington D.C. metropolitan area to the DOL Child Development Center.

b. The Department will earmark those funds for tuition assistance for DOL employees at the grade level GS-6 and below, with priority to be given to those employees at the GS-3 and below, who have children in the DOL Child Development Center.

Article 9
Child Care Subsidy

The parties agree that the Department will maintain a Child Care Subsidy Program available to bargaining unit employees as follows:

a. The Department of Labor Child Care Subsidy Program, in accordance with Public Law 107-67, is intended to foster a quality work place for employees through the use of licensed child care by subsidizing costs for lower family income employees while at the same time improving recruitment efforts, retention, and morale while reducing absenteeism. The Program will provide assistance to lower income working families in their efforts to obtain quality, licensed day care for dependent children through age 13 and disabled children through age 18. Qualified participants must utilize licensed child care, meet income level definitions, and maintain a full-time or part-time permanent position status.

b. This Agreement is made pursuant to the Government-wide regulations of the Office of Personnel Management. Appropriated funds, otherwise available for salaries, will be utilized to fund the Program.

   The subsidy payment plan is as follows:

Total Family Income	Percentage of Actual Child Care Costs	Maximum Monthly Subsidy (per child)
<$40,580	75%	$700
$40,581-$49,999	60%	$600
$50,000-$59,999	50%	$575
$60,000-$69,999	40%	$550
$70,000-$79,999	35%	$450

c. Any annual subsidy received in excess of $5,000 ($2,500 in the case of a married individual filing a separate return) must be included as part of gross income for tax purposes, in accordance with 26 USC § 129.

d. The Department may reduce or suspend the child care subsidy when it deems funding to be insufficient.

Article 10
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 11
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 and the Department will work cooperatively under the forums provided for in Article 40 to identify employee wellness/fitness needs and develop 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;

(5) Provide financial assistance for employees with personal memberships at commercial facilities when the models above are not practical; or

(6) 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.

f. The fitness facilities are to be used by an employee only while on approved leave or during non-work time.

Section 4. Fitness Facilities in Frances Perkins Building

The parties agree that, within budgetary limitations, the Department shall continue to provide 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.

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 12
Telework

Section 1. Purpose

DOL Management and Local 12 jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. In recognizing this benefit, both parties also acknowledge the needs of the DOL to accomplish its mission without diminishing employee performance or the operations of the Agency. Participation in the telework program must be consistent with mission accomplishment and customer service.

The benefits of telework include recruiting new workers, retaining valuable talent, allowing the Federal government to maintain productivity in various situations, balancing work and family responsibilities, providing reasonable accommodation for disabled employees, realizing cost savings to the Government, and meeting environmental, financial, and commuting concerns. In addition, telework helps maintain Continuity of Government Operations (COOP) and continued productivity during emergency situations (e.g., public health emergencies, localized acts of nature, accidents, etc.).

Public Law 111-292 requires Agencies to have telework programs, but nothing in that statute or in this Agreement gives individual employees a right to telework. The parties agree that working a telework schedule is a privilege rather than a right. Throughout this Agreement, the words telework and flexiplace are used interchangeably to refer to a voluntary program that permits employees to work at home or at other approved sites away from the office for all or part of the workweek. This does not bar Management from requiring employees whose positions have been identified as mission critical under COOP or other emergency situations from working at an alternate site as permitted by law, rule or regulation.

Provisions of this Article that conflict with any future law or regulation must be brought into compliance with such requirements.

Section 2. Types of Arrangements: Informal and Formal

Formal arrangements are regular and recurring 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. It is agreed that probationary employees are not eligible for formal telework plans.

Informal arrangements are ad hoc or episodic in nature for short periods of time not to exceed sixty (60) aggregate days in a twelve (12) month period. These situational arrangements, which are reached between the supervisor and employee, are not regular or recurring, are not expected to continue on a long-term basis, and require a written agreement. Such arrangements will normally take one (1) day or less, but could last longer if a project or work assignment necessitates more time. Informal arrangements may be used as trial periods to determine the practicality of formal arrangements. Probationary employees are eligible for episodic or ad hoc telework plans, and thereby, are eligible to work unscheduled telework when authorized by OPM if they are participating in such a plan and to the extent technology and work load permits.

Section 3. Eligibility

a. Consistent with the parties' goals of fostering a family-friendly workplace, all employees are eligible to participate in the telework program, except for employees whose duties and responsibilities include:

   (1) required daily access to classified/secured or sensitive information which cannot be transported or accessed remotely;

   (2) required daily in-person contact with members of the public or the use of equipment at the main worksite; or

   (3) performance that is otherwise infeasible away from the employee's regular place of employment.

b. Furthermore, an employee is not eligible to telework if, in the previous three (3) years, the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year, or for violation of subpart G of the Standards of Ethical Conduct for Employees of the Federal Branch, for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Within ninety (90) days of the effective date of this Agreement, Management will review all Local 12 bargaining unit positions and identify those that are not eligible for telework. Results of this review will be shared with the Telework Committee and Local 12.

c. For those employees determined eligible to participate, the following criteria must be met:

(1) A sufficient amount of the employee's essential functions 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 telework.

(2) The employee will be available and accessible to supervisors, coworkers, and customers at all times while performing work at an alternate worksite.

(3) The employee's most recent performance evaluation is at least Effective.

(4) There is no conduct problem that has been the subject of an Agency Decision within the previous twelve (12) months that would cause Management to be concerned about the employee's trustworthiness or dependability.

(5) Costs of such an arrangement are feasible. The parties recognize that costs or cost savings in technology, equipment and telecommunications are considerations in decisions regarding participation in telework arrangements. While it is expected that telework may require some costs, the costs involved may be too much for the Agency to finance. The parties anticipate that denials based upon financial considerations will be the exception and not the rule.

(6) Technology/equipment needs: The parties recognize that existing and evolving technology(ies) may allow or prevent an employee from participating in the Telework Program. The employee may need access to specific equipment and/or technology on telework days. Such equipment/technology may include:

* Telephone access, including long distance
* Computer and/or printer assigned to the employee's home
* Computer hardware/software

* Modem and possible additional computer access
* Modifications to the central computer to allow employees to connect
* Equipment maintenance and repair
* Remote technical assistance
* Replacement of damaged or lost equipment
* Fax capability
* Internet service provider

(7) Any required telework training is completed before the Telework Agreement is signed.

d. The Department agrees that there will not be any discrimination against, or disparate treatment toward, any employee with respect to the applicability of any of the criteria set forth above.

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 and mission of the Department 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; or

(5) Providing program needs based on business necessity.

b. When coverage requirements are established for any given function, all employees with such responsibilities 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 worksite and the telework 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 telework participation shall be consistent with the coverage of legitimate work unit functions as determined by the supervisor.

Section 5. Time Frames

Upon receipt of a written request for formal telework, 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 ten (10) workdays of the request.

a. 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 48 of this Agreement.

b. If approved, the specifications of the arrangement will be established, reduced to writing on a Standard Individual Telework Agreement Form, and signed by both the supervisor and the employee. The employee will begin working at the alternate worksite within fifteen (15) workdays days after completion of the agreement form unless circumstances dictate otherwise.

Section 6. Operating Principles

a. In recognition of the growing importance of teleworkers in maintaining the COOP, employees who are scheduled to telework during a building closure or early dismissal due to inclement weather or other emergency situations are expected to continue working unless they are excused from duty as determined by their manager on a case-by-case basis.

   On a case-by-case basis, an Agency may excuse a teleworker from duty during an emergency situation if the emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal hardship that prevents him or her from working successfully at the telework site, or if the teleworker's duties are such that he or she cannot continue to work without contact with the regular worksite. Factors such as travel conditions between the telework site and home or unexpected childcare or eldercare responsibilities due to school or center closings should be considered.

b. For employees who are approved to be on formal telework, the employee will normally 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 ½ hour tour of duty. Managers may also require employees who are approved to be on formal telework to establish an 8 ½ hour tour of duty if the mission and/or work of the office necessitate specific work hours.

c. The governing rules, regulations and policies concerning time and attendance, overtime and leave are unchanged by participation in telework. Employees will not perform overtime or night work without expressed approval in advance.

d. Supervisors maintain full authority to assign work. This includes, but is not limited to, assigning specific work products to be completed or requiring an employee to provide a brief oral summary of accomplishments on telework days.

e. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.

f. The Government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on telework are entitled to reimbursement for authorized expenses while conducting government business.

g. For employees who are approved to be on telework, 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 5 CFR 2635.704.

(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.

h. Employees on telework are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.

i. After the employee and supervisor have signed the Standard Individual Telework 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 Telework Agreement is consistent with this Contract.

j. To ensure access to bargaining unit employees participating in telework, the Standard Individual Telework Agreement will state the employee's name; his/her alternate worksite address(es), including telephone number, e-mail and/or fax number, unless prohibited by law. Management shall provide any omitted information upon receipt. A copy of the executed Standard Individual

Telework Agreement shall be provided to the Union (N-1503) and the Agency/Regional Telework Coordinator.

k. In circumstances where OPM authorizes the use of unscheduled telework, those employees who are currently on a Formal Telework Plan must either work at their alternate worksite to the extent technology and work load permits, report to their duty station within DOL, or take unscheduled leave. Employees currently on an Informal Telework plan and those employees who participated in any Telework arrangement in the previous six (6) months and who were not removed involuntarily may work at their alternate worksite if technology and their work load permit such participation. In these circumstances, employees should notify their supervisor(s) of their intent to telework, whether on a scheduled or unscheduled basis, or in the alternative, to use unscheduled leave.

Section 7. Recall

Employees participating in telework programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Recall examples include, but are not limited to, training, special meetings, new work requirements, unanticipated short-term staffing shortages and emergencies. Management will take full advantage of existing technology (teleconference, e-mail, 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. When possible, Management will provide reasonable advance notice of not less than 24 hours for all recalls; however, depending on the circumstances there may be times when advance notice cannot be given.

Section 8. Termination

a. Employees may voluntarily terminate participation in the telework arrangement at any time; however, employees may be expected to continue working at the alternate worksite for a reasonable period to allow Management time to arrange a work station.

b. Supervisors may terminate an agreement whenever one or more of the following conditions occur:

(1) There is a change in work requirements, or the arrangement no longer supports the mission.

(2) The employee's performance is less than Effective after at least ninety (90) days.

(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) The employee does not comply with the terms of his/her agreement.

c. When terminating a telework arrangement, the following must occur:

(1) To the extent practicable, Management will provide at least five (5) workdays advance notice of the termination of any agreement.

(2) The Notice of Termination must be in writing and indicate the reason(s) for termination.

(3) When a telework arrangement is terminated, Management should notify the appropriate Local 12 Agency Vice-President and the Agency/Regional Telework Coordinator.

d. Removal from telework does not prevent an employee from reapplying as soon as the required criteria are met.

Section 9. Space

Employees working a permanent flexiplace/telework schedule of three (3) or more days a week are not entitled to a dedicated personal work station. These employees may be required to utilize common/shared work areas as described in Article 34. Under this concept, employees will be provided a work area that includes a work surface, PC or docking station, phone and a locked storage area. It is understood that these work areas are not permanently assigned to any specific employee and are utilized as available and as needed when the employee is required to report to the office.

Section 10. Safety

Each participating employee should sign a self-certification checklist that proclaims the alternate worksite is safe. Management may deny an employee the opportunity to participate in telework or may recall a telework agreement based on safety problems at the telework site.

Section 11. Pre-existing Flexiplace/Telework Arrangements

Pre-existing Flexiplace/telework arrangements must be brought into conformance with this Article within sixty (60) days of the effective date of this agreement, unless they are entered into pursuant to negotiated Memorandums of Understanding (MOUs) between the Union and a DOL Agency or subdivision.

Section 12. Grievability

Management's decisions on participation, recall or termination of formal telework arrangements are grievable. Decisions on informal telework arrangements are not grievable unless the employee alleges that a decision on informal telework arrangements is a prohibited personnel practice.

Section 13. Issue Resolution

Agency managers and Union officials are encouraged to establish creative approaches to provide information and resolve problems regarding telework. 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 telework arrangement, the parties encourage Agency and Union officials to develop alternate dispute resolution methods to resolve such issues. Each DOL Agency will designate a Telework Coordinator to whom employees and supervisors can go for technical guidance and assistance as telework issues or problems arise. In addition, the parties will provide joint training on this Article to the Telework Coordinator as well as to Agency Vice-Presidents and Stewards.

Section 14. Telework Committee

There shall be a Committee at the Departmental level to oversee implementation and evaluate the functioning of the Telework Program. This Committee may, by mutual agreement, address individual issues or concerns. Local 12 shall appoint one member to this Committee for each Committee member appointed by Management. In addition, the parties shall enter into an MOU (Memorandum of Understanding) to establish a Labor-Management Relations (LMR) Forum which will evaluate the implementation, functioning, and the beneficial aspects of telework, in general, and any Pilot Program(s) identified within the MOU concerning telework.

Section 15. Standard Individual Telework Agreement

The following constitutes an agreement between the named employee and the Agency on the terms and conditions of the individual's participation in the DOL Telework Program.

Employee Name:	Agency:
_____	_____
Address:	Official Duty Station Address:
_____	_____
_____	_____
	Alternate Worksite Address:
	_____
	_____
Email Address:	Business Telephone:
_____	_____
Supervisor Name:	Fax Number:
_____	_____

This agreement is for a formal arrangement. The employee will telework under a formal arrangement on the days identified below in a bi-weekly pay period. Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a scheduled telework day on an ad hoc/as needed basis.

Telework Schedule

Week 1:	Week 2:
□ Monday	□ Monday
□ Tuesday	□ Tuesday
□ Wednesday	□ Wednesday
□ Thursday	□ Thursday
□ Friday	□ Friday

This agreement is for an informal arrangement. The employee will telework on an ad hoc/as needed basis with supervisory approval.

The employee's telework arrangement will begin on _____.

The employee chooses ☐ chooses not ☐ to participate in the office's flexitime work schedule (must select one)

If the employee chooses not to participate in the office's flexitime work schedule, the employee and supervisor agree that the employee's official tour of duty will be from _____ to _____.

If the employee chooses to participate in the office's flexitime work schedule, the employee will communicate his/her daily start and stop times by means of _____.

Everything in this Section is subject to office coverage needs as outlined in Article 12 and Article 5 of the DOL-Local 12 Collective Bargaining Agreement.

The rules and policies governing the employee's time & attendance, and the requesting of overtime and leave are unchanged by participation in the telework program. Employees must obtain supervisory approval before taking leave in accordance with prescribed office procedures and applicable law, rule, or regulation. If the employee works overtime that has been directed and/or approved in advance, the employee will be compensated in accordance with applicable law, rule, or regulation.

If the employee uses Government equipment, the employee will use and protect the Government equipment in accordance with 5 CFR 2635.704. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his/her own equipment, the employee is responsible for servicing and maintaining it.

Employees must make a reasonable attempt to ensure a safe and healthy work environment. Provided the employee is given at least 24 hours advance notice, and Management has reasonable cause to believe that hazardous working conditions exist, an inspection by the Government of the employee's home worksite may be conducted during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with health and safety standards.

The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claim Act.

The Government will not be responsible for operating costs, home maintenance, or any other incidental cost whatsoever (e.g., utilities) associated with the use of the employee's residence. By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.

The employee will apply approved safeguards to protect Government/Agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific Agency(ies) confidentiality requirements. The supervisor and employee will discuss these safeguards.

The employee has been provided a copy of the Telework Article.

Employee Certification

The employee volunteers to participate in telework and agrees to adhere to the terms and conditions of the DOL Telework Program and this agreement.

Employee's Signature:_____

Date: _____

Supervisor Certification

The Agency concurs with this employee's participation and agrees to adhere to the terms and conditions of the DOL Telework Program. A copy of the signed agreement must be provided to the Agency/Regional Telework Coordinator and Local 12. These parties must be notified when/if this agreement is terminated.

Supervisor's Signature: _____

Date: _____

For use by Agency/Regional Telework Coordinator:

Date agreement is received: _____
Date agreement is forwarded to Local 12: _____
Date agreement is terminated (if applicable): _____
Date Local 12 is notified of agreement termination (if applicable):_____

Department of Labor (DOL)
Standard Alternate Worksite Employee Safety Self-Certification

To be completed by employee:
Employee Name:
Date of Certification:
Agency: Employee's Business Telephone:
Address of Alternate Worksite:
Phone # of Alternate Worksite:
The following checklist is designed to assess the overall safety of the alternate worksite. Each participant should read and complete the self-certification safety checklist. Upon completion the checklist should be signed and dated by the participant employee and
immediate supervisor.

A. WORKPLACE ENVIRONMENT

1. Are all stairs with 4 or more steps equipped with handrails? Yes [ ] No [ ]
2. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? Yes [ ] No [ ]
3. Do circuit breakers clearly indicate if they are in the open or closed position? Yes [ ] No [ ]
4. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare
conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?
Yes [ ] No [ ]
5. Will the building's electrical system permit the grounding of electrical equipment? Yes [ ] No [ ]
6. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes [ ] No [ ]
7. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes [ ] No [ ]
8. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy? Yes [ ] No [ ]
9. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes [ ] No [ ]
10. Is the office space neat, clean, and free of excessive amounts of combustibles? Yes [ ] No [ ]
11. Are floor surfaces clean, dry, level, and free of worn or frayed seams? Yes [ ] No [ ]
12. Are carpets well secured to the floor and free of frayed or worn seams? Yes [ ] No [ ]
13. Is there enough light for reading? Yes [ ] No [ ]

B. COMPUTER WORKSTATION (IF APPLICABLE)
14. Is your chair adjustable? Yes [ ] No [ ]

15 Do you know how to adjust your chair? Yes [ ] No [ ]
16. Is your back adequately supported by a backrest? Yes [ ] No [ ]
17. Are your feet on the floor or fully supported by a footrest? Yes [ ] No [ ]
18. Are you satisfied with the placement of your VDT and keyboard? Yes [ ] No [ ]
19. Is it easy to read the text on your screen? Yes [ ] No [ ]
20. Do you need a document holder? Yes [ ] No [ ]
21. Do you have enough leg room at your desk? Yes [ ] No [ ]
22. Is the VDT screen free from noticeable glare? Yes [ ] No [ ]
23. Is the top of the VDT screen at eye level? Yes [ ] No [ ]
24. Is there space to rest the arms while not keying? Yes [ ] No [ ]
25. When keying, are your forearms close to parallel with the floor? Yes [ ] No [ ]
26. Are your wrists fairly straight when keying? Yes [ ] No [ ]

Employee's Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

NOTE: The supervisor should retain a copy of this Employee Self Certification Safety Checklist along with the written Flexiplace agreement. This safety checklist is intended to be a guide for the employee and the supervisor. If either the employee or the supervisor has concerns as to whether the prospective alternate work site is adequate in terms of safety or health, either should consult with the Agency's Safety and Health Officer.

Article 13
Employee Assistance Program

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.

Section 3. 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 employees with the program and its operation.

Section 4. 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 5. Relationship to Disciplinary and Adverse Action

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 6. 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.

Article 14
Performance Management System

Section 1. General

The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of its Performance Management System ("System"). Moreover, the Department shall administer this Article in accordance with DPR 430, effective October 15, 2008, as specified or except as provided herein. Any future changes to this regulation will be handled in accordance with Articles 38 and 41.

Section 2. Introduction

In accordance with 5 CFR 430.102,

a. Performance management is a continuous, collaborative process by which an Agency involves its employees, as individuals and members of a group, in improving organizational effectiveness in the accomplishment of Agency mission and goals.

b. Performance management integrates the processes an Agency uses to:

   (1) Communicate and clarify organizational goals to employees;

   (2) Identify individual and, where applicable, team accountability for accomplishing organizational goals;

   (3) Identify and address developmental needs for individuals and, where applicable, teams;

   (4) Assess and improve individual, team, and organizational performance;

   (5) Use appropriate measures of performance as the basis for recognizing and rewarding accomplishments; and

   (6) Use the results of performance appraisal as a basis for appropriate personnel actions.

Section 3. Procedures for Developing Elements and Performance Standards

a. Consistent with Management's right to assign work, the performance Elements must be consistent with the duties and responsibilities contained in an employee's Position Description.

b. In establishing Standards, due consideration will be given to employee input.

c. Employees are entitled to an explanation of the rationale for their Standards and Elements.

d. The parties agree that the term "Results" as used in the Performance Management System is synonymous with the term "Elements."

Section 4. Performance Standards

a. A Performance Standard will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the System.

b. A written performance Standard will indicate the performance level that will meet or satisfy the requirements at the "Meets" level for an Element. There will be one Standard per Element.

c. After receiving proposed Elements and Standards from the supervisor, the employee will have the opportunity to meet and discuss these Standards with the supervisor, and to provide his or her written comments.

d. When Performance Standards are developed that have more than one criteria, employees will be advised as to the relative importance of the criteria contained within the Standards.

e. Upon request, supervisors will inform employees orally about what is expected in order to exceed a Standard.

Section 5. Annual Rating of Record

a. The rating may be completed thirty (30) days prior to its due date but not later than 30 days after the due date.

b. The Rating Official must confer with the Reviewing Official and secure the approval of the Reviewing Official of the tentative rating with the employee before discussing the tentative rating with the employee. The supervisor will discuss the rating of record with the employee to avoid misunderstandings and possible inaccuracies. The Rating Official will confer with the employee to review accomplishments, problems, and general performance during the appraisal period and will discuss the tentative conclusions regarding the rating with the employee. The discussion will always be face-to-face to the extent practicable but may be by telephone.

c. The employee will have an opportunity to present his/her assessment of work accomplishments, as well as to respond in writing to the rating. Employees have up to five workdays in which to review, sign, or prepare comments, as appropriate, on their ratings. Any written comments will be forwarded to the Reviewing Official along with the tentative rating. After the rating has been reviewed and approved, it will be discussed with the employee by the Rating Official if any changes have been made in the tentative rating. Such written response is to be considered by the Rating Official or Reviewing Official, as appropriate, and attached to the performance appraisal and will be maintained in the employee performance file.

Section 6. Feedback

The objectives of the Performance Management System are met through regular feedback. As part of this feedback, a progress review must be held at least once during the appraisal period no later than 120 days before the end of the rating period. At a minimum, during this review, employees will be informed orally of their performance by comparison with the elements and Standards in their performance plans. Progress reviews may include a discussion on any proposed training (which may be on-the-job training) and development of the employee. The Rating Official will certify on the performance appraisal form that the progress review was held with the employee.

Section 7. Improving Unacceptable Performance

As provided in 5 CFR 430.207, the supervisor should call to the employee's attention, as early as possible, areas of performance needing improvement, and initiate steps to assist the employee to meet performance Standards. However, the supervisor must initiate a Performance Improvement Plan (PIP) at any time once he/she determines that performance in one or more Critical Elements is unacceptable.

Section 8. Performance Improvement Plan

a. When a supervisor decides to place an employee on a Performance Improvement Plan (PIP), he/she shall first share a Draft of the PIP with the employee for the employee's input. The supervisor shall consider any comments of the employee prior to the initiation of the PIP. The Plan will be discussed between the immediate supervisor and the employee and put into writing. This Plan will be geared toward efforts which must be initiated by both employee and immediate supervisor and which are designed to result in overall job performance at an acceptable level or above. At a minimum, this Plan will include the following:

(1) an explanation of the Critical Elements and the related performance Standards in which the employee's performance fails to meet the Standard;

(2) specific goals in terms of time and results expected for levels of progress against each performance Standard where performance improvement is needed; also, advice about what the employee must do to bring his or her performance up to an acceptable level, as well as periodic counseling and reassessment by the supervisor during this period; and

(3) training, if appropriate.

b. No performance-based action (5 CFR 432) will be proposed unless the employee is given at least a 90-day period of time in which to correct any deficiencies noted and a detailed explanation of the work to be accomplished in the 90-day period to correct performance deficiencies. To this end, the PIP will be utilized.

Section 9. 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 Official Time) during the course of working hours.

Section 10. Grievability and Arbitrability of Job Elements and Performance Standards

Performance Standards may only be grieved when they are applied in a rating of record.

Article 15
Within-Grade Increases

Section 1. General

Pursuant to 5 U.S.C. 5335 and 5 CFR 531, 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. Whenever the supervisor determines that the employee's work is not "acceptable," the supervisor shall follow the provisions of Article 14.

c. No employee shall receive a negative determination without first being provided with an opportunity to improve as provided for in Article 14.

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 16
Performance Awards

Section 1. General

The Department shall adhere to all applicable Government-wide and Departmental rules and regulations and the provisions in this Article in the administration of performance awards.

a. The current rating of record will be used as a basis for decisions to grant performance-based awards under the Department's Performance Management System. In addition to performance bonuses based on a rating of record, managers and supervisors are encouraged to utilize all award categories to reward deserving employee performance in a timely manner throughout the rating cycle. Examples of other award categories are special act or service, instant good job, time off, honorary, and non-monetary.

b. Absent budget constraints, Management will fully utilize the awards budget to reward deserving employee performance.

c. Managers and supervisors are encouraged to make use of Special Act Awards, when appropriate, throughout the year.

Section 2. Effect of Summary Ratings

a. An employee who receives a rating of record of Exemplary must receive a performance award and/or a Quality Step Increase.

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 Effective should be considered for and may receive a performance award.

d. If an employee has been promoted within the appraisal year, the appropriate manager or supervisor shall take this into account in determining the amount of the employee's performance award, and/or whether to grant a Quality Step Increase for an "Exemplary" rating for that year.

e. Within each defined performance award unit, awards granted to employees in the same grade with a particular rating should normally be more in terms of dollars (including any Quality Step Increase) than awards received by employees in the same grade with a lower rating.

f. If an employee does not have a rating of record when performance awards are granted, the employee will be granted an award when he/she is assigned a rating of record for the rating cycle.

g. Management will make retroactive adjustments to awards for employees whose ratings change after the distribution of payouts.

h. Management will normally pay out performance awards by the end of the calendar year.

i. Performance awards shall be as follows:

Rating	Percent of Employees' Rate of Base Pay
Exemplary	Up to 10% but not less than $600
Highly Effective	Up to 7% but not less than $500
Effective	Up to 4% but not less than $400

Article 17
Reduction in Grade or Removal Based on Unacceptable Performance

Section 1. Employees Covered

This Article applies to all bargaining unit employees except those excluded in 5 CFR 432.102(f).

Section 2. 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, Management shall inform the employee as provided in Article 14 of this Agreement. Management should also inform the employee that unless his or her performance in the critical element(s) improves to and is sustained at an 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 14 of this Agreement.

Section 3. Notice of Proposed Action

An employee will be given written notice of a proposed reduction in grade or removal based on unacceptable performance at least 30 calendar days in advance of the proposed action. The employee has a right to representation and will be

given the opportunity to respond orally and/or in writing to the proposed action prior to a decision. 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. The notice will also include a statement that the employee is entitled to representation, including representation by Local 12, and will include the name and telephone number of the Local 12 Agency Vice President/Chief Steward in the employee's Agency. When Management issues a notice of the proposed action under this Article, it will notify Local 12 of the nature of the proposed action and the employee's Agency.

Section 4. Employee Right to Review Material

An employee or his or her representative has the right to review all relevant documentation (including the notice of reduction in grade or removal) as may be relied upon in support of a proposed or final action based on unacceptable performance.

Section 5. 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 (MPSB), 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.

Article 18
Merit Staffing

Section 1. Introduction

The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of Merit Staffing. Moreover, the Department shall administer this Article in accordance with DPR 335, dated April 28, 2004, as specified or except as provided herein. Any future changes to this regulation will be handled in accordance with Article 38. The purpose and intent of this Article are to ensure that employees are given full and fair consideration 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.

Section 2. Coverage

The following personnel actions are covered under competitive merit staffing procedures:

a. Promotions other than those which are excepted in Section 3 below;

b. Time-limited promotions for more than 120 days (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total);

c. Details for more than 120 days to a higher grade position or to a position with higher promotion potential (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total);

d. Selection for training which is part of an authorized training agreement, part of a promotion program, or required by a formal training program before an employee may be considered for promotion;

e. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted under reduction-in-force);

f. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and

g. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

Section 3. Exclusions

Actions not specifically described as covered actions in Section 2 above are excluded from coverage including, but not limited to, the following:

a. A promotion resulting from the upgrading of a position without significant change in the duties or responsibilities due to the issuance of a new classification standard or the correction of an initial classification error;

b. A position change permitted by reduction-in-force regulations;

c. A promotion without current competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under competitive procedures for an assignment intended to prepare the employee for the position being filled, (e.g., career ladder, trainee, and understudy positions, and conversions from various special appointing authorities (e.g., Career Intern Program, etc);

d. A promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities;

e. A temporary promotion, or detail to a higher-grade position or a position with known promotion potential, of 120 days or less;

f. Promotion to a grade previously held on a permanent basis in the competitive service (or similar OPM-approved system) from which the employee was separated or demoted for other than performance or conduct reasons;

g. Promotion, reassignment, demotion, transfer, reinstatement or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or similar OPM-approved system) and did not lose because of performance or conduct reasons;

h. Priority consideration of a candidate not given proper consideration in a competitive promotion action;

i. Appointments of career SES appointees with competitive service reinstatement eligibility to any position for which they qualify in the competitive service at any grade or salary level, including positions established under 5 CFR 319;

j. A temporary promotion made permanent if the temporary promotion was made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates; and

k. An appointment from a certificate of eligibles resulting from a competitive examination, e.g., delegated examining.

Section 4. Vacancy Announcements

Vacancy announcements will be publicized in such a way as to ensure fair and open competition in accordance with Merit Systems Principles, 5 U.S.C. 2301.

Section 5. Interviews and Selections

Selecting officials have the right to select or not to select. 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. The interview may be done face-to-face, by telephone, or by other state of the art technology as available. Candidates may be required to submit items such as work products upon interview, or may be required to complete writing samples, etc., during interviews.

Section 6. Career Ladders in DOL

a. 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 journey 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, and meet all eligibility requirements.

b. Career ladder positions are developmental in nature. To be promoted, an employee in a career ladder must meet the following criteria, in the supervisor's judgment:

(1) Meet all performance requirements for the duties and responsibilities of the current position, and also carry out specific assignments or projects typical of the next higher grade position in the career ladder.

(2) Regularly demonstrate, through assigned work, performance in the current position that clearly indicates the probability of satisfactory performance in the next higher graded career ladder position.

(3) Perform in the position for a sufficient length of time to allow adequate observation of the work performed.

Section 7. Informing Employees about Opportunities for Entrance Level Positions

The Department's Director of Human Resources 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.

Section 8. Review of Merit Staffing Actions

There will be regularly scheduled Departmental reviews of Agency personnel actions taken under this Article. A representative nominated by Local 12 may participate in each such review to determine if the purpose and intent of this Article are being fulfilled.

Article 19
Promotional Opportunities for Attorneys

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.

Article 20
Position Classification

Section 1. Desk Audits

Absent extenuating circumstances, the Union will be provided at least five work days notice prior to the desk audit of an employee in the bargaining unit 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 when the employee believes that a material change has occurred in the position the employee encumbers. The audit shall be conducted within a reasonable period of time. After completion of the audit, the employee shall be provided in writing the management determination.

Section 4. Position Classification

Management will maintain an accurate position description for each position which reflects the significant duties of the employee filling the position.

Section 5. Equal Pay for Equal Work

The parties agree to the principle of equal pay for substantially equal work.

Article 21
Training and Lifelong Learning

Section 1. General

The Department and Local 12 agree that employees of the Department are its most valuable asset and a special workforce established to meet the needs of

American workers everywhere. As such, DOL bargaining unit employees are part of a workplace that supports lifelong learning, self-growth, and professional development. Accordingly, the Department and Local 12 agree that training and career enhancement of bargaining unit employees are important objectives for reaching the parties' goal of a highly skilled and representative workforce. The Department and Local 12 also agree that bargaining unit employee input is essential to the successful development and implementation of training programs. Thus, it is the policy of the Department that bargaining unit employees shall have the opportunity to develop and advance to their full potential.

Training remains an assignment of work and is based on organizational needs.

a. Consistent with the Department's mission and within budgetary constraints, and in keeping with the principles of equal employment opportunity, Management will develop and implement progressive programs, policies, and strategies designed to enhance job skills and knowledge to:

    (1) Aid bargaining unit employees in improving their performance in their current positions and in new or changed positions resulting from organizational and technological changes;

    (2) Provide an internal pool of qualified candidates for consideration for anticipated future vacancies in the Department; and

    (3) Provide general career mobility opportunities within the Department.

b. The parties recognize that bargaining unit employees may develop and enhance their current job skills and career opportunities in a number of different ways, both formal and informal.

c. Each bargaining unit employee is entitled to develop an Individual Development Plan (IDP) in conjunction with their supervisor and discuss their interest(s) with any or all available resources, including: Human Resource Offices, Agency Training Officers, career counselors, IDP coordinators, employee development specialists, the Office of Continuous Learning and Career Management, and others who may provide advice and assistance in the preparation of the plan.

d. Following a request for an IDP to a first-line supervisor, parties shall work together to develop a draft IDP within thirty (30) days. An IDP is a flexible document jointly and voluntarily developed between supervisor or a Department-designated management official and employee to be used as a guide to an employee's professional and career development.

e. Each IDP shall establish a series of milestones. The primary emphasis of the plan will be, first to address the competencies (or knowledge, skills, and abilities) needed for the bargaining unit employee to improve their ability to

perform in his/her current position; second, to address the competencies needed for advancement beyond his/her current journey level; and third, to prepare employees for new career opportunities within DOL. The final IDP should normally be developed within thirty (30) calendar days from the date that the draft is finalized, but not any longer than sixty (60) calendar days. The signatures of both parties indicate their commitment to the completion of the IDP.

f. Bargaining unit employees who have an approved IDP will normally be granted duty time for any training or developmental activities identified in their IDP. However, bargaining unit employees will not be penalized, including during the performance evaluation process, for not completing or not implementing an IDP. The scheduling of training will be consistent with Agency mission needs.

g. Bargaining unit employees may also be granted variations within the normal workweek, including leave without pay and absence without charge to leave, for training when the primary objective of the training is to improve the employees' general skills, knowledge, and abilities, or career development. The Department shall, to the maximum extent practical, ensure the scheduling of training and education (over which the Department has administrative control) so that it occurs during the normal workweek, including travel to and from training.

h. To achieve the objectives of this Article, and to improve Labor - Management relations, a joint Labor-Management Training Forum/Committee shall be established within thirty (30) work days of the effective date of this Agreement. This joint Labor-Management Training Forum/Committee shall consider and recommend necessary changes to any of the Department's Training programs covered in this Article, as well as provide advice so that training programs are effectively and efficiently utilized at the Departmental and/or Agency level.

i. Management and Local 12 shall each name up to five (5) members to the Forum/Committee.

j. This Forum/Committee will establish the metrics to analyze success of the Career Enhancement Program (CEP), as well as review the metrics and results of the program, as described in the CEP MOU.

k. Either party may raise training and life-long learning issues at meetings of Labor-Management Relations Committees at the Agency and Departmental levels.

Section 2. Long-Term Career Development Programs

The Department will continue to provide a variety of long-term career development programs to aid in succession planning and to help employees meet their goals for professional development. These may include programs to address a myriad of training interests such as overall entry level support staff, career and promotion potential, and developmental programs targeted toward career progression. These programs include, but are not limited to, the following:

a. The Professional Administrative Support Services Program (PASS), which provides entry-level support staff with a combination of on-the-job-training (OJT), classroom sessions and courses designed to develop or enhance competencies.

b. The Career Enhancement Program, which provides an opportunity to improve and expand an employee's career and promotion potential through a systematic and planned approach to career progression. The CEP is intended to serve as a bridge for employees at the GS-9 level and below to transition into high level technical, administrative, or professional positions.

c. The DOL Mentoring Program, designed to develop a diverse, prepared workforce by providing opportunities for employees to develop their career goals. It involves a deliberate pairing of a highly skilled employee with an employee who seeks growth and development in DOL.

Section 3. Career Enhancement Program (CEP)

a. Each Agency, within budget and program constraints, will consider on a periodic basis and identify positions that will be utilized in the CEP. These positions will meet CEP requirements. CEP will only be open to DOL employees with career status in the Washington, D.C. Metropolitan Area. Career status is defined as three (3) years of Federal Service in the competitive service. CEP is intended for DOL employees who, at the time of selection, are at the GS-9 grade level or lower, and have no promotion potential beyond the GS-9 grade level or are in a Wage Grade position. The parties agree that pursuant to 5 CFR 536.102 (b) (1) employees who take a downgrade to participate in CEP will not be eligible for grade retention or pay retention.

b. The Human Resources Center (HRC) shall advertise all such positions, and through merit based competitive procedures, shall consider and select employees. These employees shall be temporarily reassigned into these positions.

c. Assuming there are sufficient applicants, the first class established under this Agreement will contain at least twenty–five (25) employees. The second year of the Program there will be at least twenty (20) employees for that

year. For each and every year thereafter, there will be at least a total of sixteen (16) employees selected to participate in the CEP, regardless of the number of classes. The parties agree that the Forum/Committee described in this Article will recommend whether one class or two classes are better for the functioning of the Program, after the first class is selected. Moreover, the parties agree that the Selecting Officials may, if they choose, select both classes at the same time if two classes are ultimately implemented, following recommendation by the by the Forum/Committee.

In all instances, where the number of applicants is less than the specified minimum, the class shall consist of all of the qualified applicants. It is agreed that the minimum number of class participants will be adjusted upwards when additional positions become available.

It is anticipated that all CEP participants who successfully complete the Program will be placed. However, if the targeted position is unavailable, the CEP graduate will be given priority placement for the next position for which he/she is trained. If the placement of this employee occurs, the next class may be reduced by the number of employees placed.

d. The Agency agrees that the merit staffing selection certificates will be provided to Local 12 at the conclusion of the CEP selection process.

e. Each CEP class will commence with a formal kickoff ceremony and a Departmental orientation program.

f. Priority consideration for the CEP will be given to all candidates found to be qualified for the previous class, but not selected. It is understood that this priority consideration will only be for the next class following the non-selection.

g. The parties agree that the intent of the CEP is to train, develop and eventually promote lower graded employees, who are in positions which are graded at the GS-9 level or lower, with no promotion potential above a GS-9, at the time of selection. The employees selected will enter into a professional job series. In addition, the parties anticipate that the majority of employees selected in each and every class will be bargaining unit employees.

h. CEP participants shall be provided technical training and developmental assignments to advance them to a higher position. An Individual Development Plan (IDP) shall 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, but the Department and/or Agency shall pay all appropriate costs associated with such activities.

i. Mentors and Job Coaching will be provided to these employees in order to assist in their development.

j. The Department shall provide training to improve generic skills such as effective listening, communications, effective writing, and knowledge of computers. Individual assessment and career counseling will be made available.

k. CEP participants will receive periodic evaluations of their progress as well as an interim evaluation at the end of each rotation. These evaluations shall include an assessment of the progress in the CEP plan, on-the-job performance, special assignments, and training efforts. Upon completion of the Program, a formal evaluation of the employee's progress and performance will be conducted.

l. Upon successful completion of the CEP, participants will be permanently placed in their targeted positions. It is understood that no successful applicant is guaranteed an immediate promotion. Employees who do not successfully complete the Program must be returned to their previously held position, or placed in a position equivalent to their previously held position at their previous grade and rate of pay.

   It is also agreed that all bargaining unit employees offered a non-bargaining unit position as a result of the successful completion of the CEP will have the option of declining that position. In the event a CEP graduate declines a position outside of the bargaining unit, that employee may reapply to the CEP. It is understood that the employee will not be given priority consideration.

m. A participant who fails to complete the Program, either due to voluntary withdrawal or failure to achieve, will be returned to their previously held position, or its equivalent, at their previous grade and rate of pay. Once the employee is returned to their previously held position, or an equivalent position, they cannot be subject to any disparate treatment as a result of their unsuccessful completion of CEP. However, acts of misconduct committed during the Program may result in removal from the Program and/or subject the employee to disciplinary or adverse action, up to and including removal from Federal service. Employees who fail to complete the Program because of circumstances beyond their control will be guaranteed a place in the next CEP class.

n. The Department will submit CEP semi-annual reports to Local 12 that detail relevant statistical information.

Section 4. Equipment and Time for Continuing Education

Each employee may request Administrative Leave or duty time, not to exceed forty (40) hours per calendar year, to pursue professional development and training programs administered by organizations other than the Department. The professional development or training program must be related to the employee's position or the next progressive position within that employee's job series and/or occupational series or related to the advancement of the Agency's mission. If requested, the employee must provide information related to the training, e.g. the training website or brochures. Upon return to duty, if requested, the employee will provide proof of training participation and/or completion. These forty (40) hours of training time are separate and apart from normal training assigned by management.

a. The parties agree that approval for duty time will normally be granted, absent compelling business reasons (to include coverage and/or mission requirements). If the request for duty time is denied, management will provide the reason for the denial in writing, with a copy to the Union.

b. With supervisory approval, employees may use the Department's computers to enroll in and take DOL sponsored electronic or online courses (e.g., Learning Link, Skillsoft, Webinars, etc.) on duty time.

Section 5. Reporting

The Department shall annually provide Local 12 with a copy of the annual report on training provided to OPM within fifteen (15) calendars days after its submission.

Section 6. MOU

The Parties shall enter into a Memorandum of Understanding (MOU) to establish a Labor Management Relations Forum/Committee that will evaluate and make recommendations for changes to the CEP Program

Article 22
Educational Development/Community Service Opportunities

Section 1. Purposes

Extended leave without pay (LWOP) may be granted for personal development and/or community service when one of the following benefits would result:

a. For educational purposes when the course of study or research is in line with a type of work performed by the Agency and would contribute to the mission of the Agency; or

b. For temporary service to a non-Federal public or private enterprise and when one or both of the following will result:

(1) the service performed will contribute to the public welfare; and/or

(2) the experience gained by the employee will serve the interests of the employing Agency.

Except in unusual circumstances or in furtherance of a program of interest to the Government (e.g., Peace Corps), DOL Agencies will not initially approve extended LWOP for any period in excess of 52 weeks.

Section 2. Approval

As a condition for Management's approval of extended LWOP, there should be a reasonable expectation that the employee will return to duty at the end of the LWOP and that the absence will not adversely impact the Agency's mission. The employee will submit an advance request commensurate with the length of absence being requested.

Section 3. Community Service

It is recognized that the Department has discretion to excuse employees from their duties without loss of pay or charge to leave to participate in community service activities when the absence is brief and is determined to be in the interest of the Agency. Ultimately, it is the responsibility of the Department to balance support for employees' volunteer activities with the need to ensure that employees' work requirements are fulfilled and that Agency operations are conducted efficiently and effectively.

Section 4. Recall to Work

Extended absences of leave may be terminated by Management upon a 30-day written notice to the employee. Terminations will be based upon mission needs.

Article 23
Student Loan Repayment Program

Section 1. General

The Department has established a Student Loan Repayment Program pursuant to 5 U.S.C. § 5379 and 5 CFR 537 and other applicable rules and regulations. The purpose of the program is to attract or retain highly qualified individuals by assisting them in repaying their outstanding Federally-insured student loans. There is no entitlement to participation in the program. Repayment of student

loans by the Department is at Management's discretion and subject to budgetary considerations.

Section 2. Consideration

a. Should an employee wish to be considered for this program, he/she may communicate such interest to their immediate supervisor. Management will provide a response to the employee in a timely manner.

b. In accordance with 5 CFR 537.103(d), the Department's consideration will ensure fair and equitable treatment.

c. In accordance with 5 CFR 537.106(c), repayments of student loans are subject to maximum limits of $10,000 per calendar year and a total of $60,000 per employee.

Section 3. Criteria

Criteria applicable to this program are stipulated in 5 U.S.C. § 5379 and 5 CFR 537.105. As pertains to bargaining unit employees, the following apply:

a. Written determination. Loan repayments made under this program must be based on a written determination that, in the absence of offering loan repayment benefits, Management would encounter difficulty either in filling the position with a highly qualified candidate or retaining a highly qualified employee in that position.

b. Determination for retention. Payments authorized in order to retain an employee must be based upon a written determination that the high or unique qualifications of the employee or special need of the Department for the employee's services makes it essential to retain the employee, and that, in the absence of offering student loan repayment benefits, the employee would be likely to leave for employment outside the Federal service. This determination must be based on a written description of the extent to which the employee's departure would affect Management's ability to carry out an activity or perform a function that is deemed essential to the Department's mission.

c. When selecting employees or job candidates to receive loan repayment benefits, the Department will, consistent with the Merit System principles set forth in paragraphs (1) and (2) of Section 2301(b) of Title 5 of the U.S. Code, take into consideration the need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are appropriately represented in Government service.

Section 4. Reporting

The Department shall provide Local 12 with a copy of the annual report on student loan repayment programs provided to OPM within fifteen (15) calendar days after submission.

Section 5. Applicability

The provisions of this Article apply to bargaining unit employees. It is understood that the program authorized by statute and governed by OPM regulations is for the benefit of both bargaining and non-bargaining unit employees. Management reserves the right to determine the extent to which the program addresses recruitment versus retention. None of the provisions of this Article may be interpreted in a manner that is contrary to law or inconsistent with the requirement of an effective and efficient Government.

Article 24
Travel

Section 1. General

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

Section 2. Scheduling Travel

a. 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.

b. Management agrees, if administratively controllable, to schedule and arrange for travel of employees to occur within each employee's standard workweek, to the extent practicable.

c. Insofar as practicable, travel during non-duty hours shall not be required of an employee. When it is essential that this be required and the employee may not be paid overtime under 5 CFR 550.112(e), the official shall record his reasons for ordering travel at those hours and shall, upon request, furnish a copy of his statement to the employee concerned.

d. When travel results from an event which cannot be scheduled or controlled administratively, such travel may be considered hours of employment for pay purposes pursuant to appropriate provisions of Title 5 of the FLSA.

e. If the travel is expected to require an employee to be absent from their permanent duty station for three (3) or more months, the employee shall be given at least two weeks advance notification of the date of departure when practicable.

Section 3. Travel Advances

Employees are required to use the U.S. Government contractor-issued travel charge card for all official travel expenses unless the employee has an exemption. Exceptions to using the Government contractor-issued travel charge card are set forth in DLMS-7, Section 1-1.105b. Eligible employees can request travel advances in accordance with DLMS-7, Section 1-10.3.

Section 4. Use of Privately Owned Vehicles

a. When use of an employee's privately owned vehicle (POV) is authorized as advantageous to the Government, the employee shall be reimbursed at the mileage rate in effect at the time of the travel.

b. No employee shall be required to use his or her POV in the course of business unless such use was made a formal condition of employment.

Section 5. Use of Government vehicles

a. When Government vehicles are authorized for use for official travel on successive days, with supervisory approval employees may be permitted to keep the car overnight.

b. Employees shall be responsible for any additional cost resulting from unauthorized use of a Government vehicle and may be subject to administrative and/or criminal liability for misuse of Government property.

Section 6. Hours of work

Employees on travel status will normally be on a fixed 8½-hour schedule. If any time is worked in addition to the fixed 8½-hour schedule, employees may be entitled to credit hours and/or overtime in accordance with appropriate regulations.

Article 25
Equal Employment Opportunity

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 shall be taken to provide equality of opportunity for all employees and to prohibit any discrimination because of race, color, sex, (including pregnancy and gender identity), national origin, religion, age, marital status, political affiliation, disability, status as a parent, sexual orientation, or status as a veteran.

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

c. The Department agrees to promote affirmative employment, and to discourage discrimination, while it applies and upholds Title VII, its implementing regulations, as well as all other Equal Employment Opportunity (EEO) laws and regulations.

Section 2. Management Commitment

a. The parties agree to work cooperatively to 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 § 633(a); 29 U.S.C. § 791; 29 U.S.C. § 206(d); 5 U.S.C. § 2302(b); 29 CFR 1614 et seq.; 29 CFR 1607 et seq.; the Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 12101, 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 biases that prevent qualified individuals from advancing upward in their organization into Management-level positions. The Department agrees to work with Local 12 to identify and ultimately eliminate any such workplace barriers which may exist at the Department of Labor through training and outreach in accordance with Section 6 of this Article.

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 continuing programs for recruitment of minority group members, individuals with disabilities, and women for positions in the Department to carry out the policy of eliminating underrepresentation. Agencies shall 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, individuals with disabilities, and women can be recruited.

d. The Department agrees to provide the maximum opportunity for all employees to enhance their skills and for promotional opportunities within available resources. The Department shall advertise such opportunities and programs to all employees on an equitable basis.

e. he Department shall take all necessary steps to ensure that the Department's EEO rules and regulations are in full compliance with EEOC and OPM directives for Federal agencies. This does not preclude the Union from raising to the Department issues relating to EEO.

f. EEO Counselors shall be made available and accessible to all employees in the bargaining unit.

Section 3. Harassment

a. The Department and the Union recognize that 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 harassment. Therefore, the parties mutually agree to identify and work to eliminate such occurrences in accordance with the provisions of this Article.

b. Sexual harassment may consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Unwelcome conduct based on sex (including pregnancy and gender identity), race, color, religion, national origin, age, disability, genetic information, parental status, or sexual orientation constitutes 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. Hostile Work Environment and Retaliation

The Department commits to eliminating hostile work environments and to providing work environments free from retaliation for engaging in a protected activity or exercising any rights granted by law under Title VII, its implementing regulations, as well as all other EEO laws and regulations.

Section 5. Training

a. At the request of the Union, but not more than once a year, the Department and Local 12 shall provide joint training to Departmental officials and bargaining unit employees on EEO.

b. Upon request, the Department will provide Local 12 stewards the same training in the EEO process as that given to EEO counselors. This training will include information regarding the role of the Department's Civil Rights Center.

Section 6. Committees and Communications

a. At the request of the Union, semi-annual meetings 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. When an individual Agency and Local 12 agree, a special Agency EEO Committee may be established within that Agency. In Agencies where this is not done, EEO concerns at the Agency level may be brought before the Agency Labor-Management Relations Committee (ALMRC), and if not resolved there, then at the Departmental Labor-Management Relations Committee (DLMRC).

Section 7. 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, women, individuals with disabilities, and any other protected classes as defined by law, with a view towards eliminating such practice.

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, persons with disabilities, and any other protected classes as defined by law. The affirmative employment plan shall be developed in accordance with Equal Employment Opportunity Commission (EEOC) and Office of Personnel Management (OPM) guidelines. The Department agrees to provide Local 12 with the link to all relevant MD - 715 reports, as well as the current report, as soon as it becomes available.

c. Union input on the development of the Agency Affirmative Employment Plans shall be provided through the Agency EEO Committee, the ALMRC or the DLMRC. Such input could include possible steps to resolve the

affirmative employment issues raised by the Union. Such steps may include affirmative recruiting, additional training, objectives, and/or timeframes. At the conclusion of these discussions, Management shall provide a written response to the Union concerning what appropriate action Management intends to take to address the Union's concerns, if any.

d. Each Agency, upon request, shall provide to the Union access to applicant flow data that is available from the Department's automated system.

Section 8. Processing of Allegations of Discrimination

a. The Department agrees to carefully, justly, and expeditiously consider and adjudicate allegations 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 such allegations.

b. Persons who allege discrimination or who participate in the presenting of such complaints shall be free from restraint, interference, coercion, discrimination, or reprisal. The Department has the discretion to take meaningful disciplinary action against a manager when retaliation or discrimination is proven.

c. An employee may raise an informal complaint of discrimination through the Department's EEO administrative complaint process, which does not constitute an election of remedies. In order to continue the EEO process, the employee is encouraged to review the information at: http://www.dol.gov/oasam/programs/crc/internal-enforc-complaints.htm, which discusses EEO complaints. If an employee elects to utilize the grievance process, they must do so in accordance with Article 47 of this Agreement.

d. Consultation with an EEO counselor pursuant to 29 CFR 1614.105 does not constitute filing a formal EEO complaint. An employee may raise a formal complaint of discrimination through the Department's EEO administrative complaint process or through the negotiated grievance procedures with Local 12, 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 filed formal EEO complaint, whichever event occurs first.

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

f. The Department shall notify Local 12, as soon as practicable, of all 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. This notification will include the identification of the employee's Agency.

Section 9. 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, as soon as practicable, in advance and have an opportunity to be present and participate at such meetings.

b. Employees may, with advanced supervisory approval, volunteer and be actively involved in special emphasis programs. Recognition of voluntary participation enhances the program's objectives and is encouraged.

Section 10. Meetings with Outside 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 in connection with 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 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 or associations (for example, LULAC, Asian Pacific Islander Association or Blacks In Government [BIG]) concerning matters in connection with personnel policy and practices and other matters affecting working conditions of employees in the bargaining unit, Local 12 shall be informed as soon as practicable, 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.

Section 11. Reasonable Accommodation

a. The Department shall provide reasonable accommodations for qualified individuals with disabilities as required by the Rehabilitation Act of 1973, as amended, 29 U.S.C. §791, and the Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 12101. In accordance with 29 CFR 1630.2(o), the term reasonable accommodation means:

   (1) Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such that such a qualified applicant desires; or

   (2) Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or

   (3) Modifications or adjustments that enable an employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities.

b. In accordance with 29 CFR 1630.2 (o), a reasonable accommodation may include, but is not limited to:

   (1) Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and

   (2) Job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

c. In providing all employees with access to this Agreement, the Department shall comply with Section 508 of the Rehabilitation Act.

d. When the results of a medical examination reveal that a disabled employee cannot satisfactorily perform his/her job, the Department shall provide reasonable accommodation(s) for the employee under the applicable laws and regulations. If no other form of accommodation is possible, the Department shall examine whether reassignment is appropriate under the applicable statute and regulations.

e. All medical information submitted shall be handled in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Privacy Act and the Rehabilitation Act. The information supplied to any management official will only be shared with others on a need to know basis. However, the information will not be shared with the employee's supervisor if the employee has expressed concerns regarding such disclosure.

f. The medical documentation submitted by the employee to support an accommodation request should include, but is not limited to: the relevant diagnosis, the prognosis, a medical history, a course of treatment, recognition of the employee's job requirements and a statement as to the applicable reasonable accommodation(s) sought with explanatory rationale.

g. When management makes a determination on a reasonable accommodation request, it shall consider alternative accommodations. If management denies any requested accommodation, it shall provide the employee with the reason(s) for that denial in writing.

h. The parties agree that in instances where the final determination for the request of a reasonable accommodation is a denial, the Department agrees to process grievances related to that denial of the reasonable accommodation expeditiously, as well as to expedite the scheduling of any related case to Arbitration, when requested by the Union.

i. Where the request for a reasonable accommodation is denied by the Agency or Department, the written letter of determination must necessarily include:

    (1) the medical rationale(s) for the denial of the reasonable accommodation, if applicable;

    (2) any appropriate alternative permanent reasonable accommodation(s) which the Agency can make, if any; and,

    (3) an explanation of what information or requirement is lacking in the documentation.

Article 26
Temporary and Probationary Employees

Section 1. Temporary Employees

a. This Section applies to those temporary employees who are in the bargaining unit.

b. Barring exceptional circumstances beyond Management's control, temporary employees in the bargaining unit shall be given not less than one (1) pay period's notice of the termination of their appointment.

c. Temporary employees shall 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 discuss its concerns with Management regarding 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. The notice shall specify the reason(s) for the separation. At the same time, Management shall notify Local 12 of the action and the employee's Agency.

e. Probationary employees have the right to Union representation.

Article 27
Part-Time Employment

Section 1. Introduction

Part-time employment may be available as a work place option. Any part-time arrangement is subject to Management approval based on workload and mission requirements.

Section 2. Consideration for Conversion

a. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor. The supervisor will consider the employee's request.

b. Conversion from full-time to part-time employment and the reverse can be made only with the employee's 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 of the reasons.

Article 28
Job Sharing

Local 12 and Management recognize that 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

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 29
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 Human Resources 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 30
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 31
Contracting Out

Section 1. General

a. The Department acknowledges its responsibility to adhere to law and applicable Government-wide regulations regarding the use of experts, consultants and contractors' employees.

b. Upon request of a specific contract relating to contractors, the Department shall provide to Local 12 within thirty (30) days a copy of the contract, with proprietary or privacy act information redacted.

c. It is the policy of the Department that a bargaining unit employee will be supervised by supervisory personnel of the Department and not by personnel of a contractor.

d. At the request of the Union, Management will meet to explain the rationale for the FAIR Act classification decisions.

Section 2. A-76 Competitive Sourcing/Commercial Activity Process

The parties have a mutual interest in ensuring constructive employee involvement in implementing the Commercial Activities (A-76) studies initiated by the Department. Therefore:

a. The Department shall notify the Union within five (5) workdays of its decision to use an A-76 competition to determine if government personnel should continue to perform work or contract out work that is currently performed by bargaining unit employees. The notice shall identify the affected units and the functions, positions and grade levels of bargaining unit employees affected. The Union shall be notified of all relevant data and information as they become available, including schedules, milestone charts, invitations for bid or requests for proposals, and performance work statements (PWS).

b. The Union may appoint a bargaining unit employee on each PWS and Most Efficient Organization (MEO) Team, consistent with OMB Circular A-76 guidelines. An employee may serve on the PWS Team or the MEO Team, but not both. Members of the PWS and MEO Teams will be provided relevant training. In accordance with Article 45, the Union representatives on the PWS and MEO Teams may request a reasonable amount of official time in connection with Team activities.

c. The organizational entity holding an A-76 competition shall hold regular meetings to discuss the status of the competition with all affected employees, including bargaining unit employees.

d. Management will notify the Union of its decision to contract out work that is currently performed by bargaining unit employees. Such notice will include information regarding any feasibility or cost studies that have been performed, authorized staffing levels, number of position vacancies, their grade and description, indirect costs and, where applicable and available, that information required by OMB Circular A-76.

e. Upon receipt of notification of Management's decision to contract out work that is currently performed by bargaining unit employees, the Union may request bargaining in accordance with Article 41.

f. The Department shall provide Local 12 a copy of the performance work statement and contract solicitation document when they are released by the contracting officer.

Section 3. Personnel Considerations for Displaced Employees

a. Provisions contained in Article 32 also cover displaced employees. Displaced employees are entitled to the training referenced in Article 21 but is not

limited it. Displaced employees also will receive counseling, to include a discussion concerning the value of individual development.

b. Displaced employees are those identified for release from their competitive level by an Agency, in accordance with 5 CFR Part 351 and Chapter 35 of Title 5, United States Code, as a direct result of a decision to convert to contract (contracting out) or accept the Agency's Most Efficient Organization (MEO).

c. Federal employees displaced by a decision to convert to contract or public reimbursable source performance have the Right-of-First-Refusal for jobs for which they are qualified that are created by the award of conversion.

    (1) A standard clause should be included in A-76 cost comparison solicitations notifying potential contractors of this requirement (see Federal Acquisition Regulations [FAR] 52.207-3). The Right-of-First-Refusal is afforded to all Federal employees displaced by the decision to convert to contract performance.

    (2) Human Resource Officers should work with the contracting officer and employees to implement these provisions.

d. Agencies should exert maximum efforts to find available positions for Federal employees displaced by conversion decisions, including:

    (1) Giving priority consideration for available positions within the Agency;

    (2) Establishing a Reemployment Priority List and an effective placement program;

    (3) Paying reasonable costs for training and relocation that contribute directly to placement; and

    (4) Registration in the Career Transition Assistance Program (CTAP) and the Interagency Career Transition Assistance Program (ICTAP).

Article 32
Reduction in Force or Transfer of Function

Section 1. General

a. The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of reduction in force or transfer of function.

b. 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.

c. The parties agree that RIF's will be handled in accordance with 5 CFR part 351. The determination of Competitive areas will be made in accordance with 5 CFR 351.402. The Notice to Union and employees regarding any RIF will include the Competitive area.

d. Administrative assignment rights for employees in the excepted service will be administered in accordance with 5 CFR 351.705(a)(3).

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 service computation date; (2) the ratings of record used to compute credit for performance; (3) the amount of credit for performance; and (4) the adjusted service computation date.

c. After receipt of a specific notice, 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 Human Resources 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. Department of Labor Employee Placement Assistance for Reduction in Force or Transfer of Function

Placement assistance for either Reduction in Force or Transfer of Function shall be governed by 5 CFR 330 Subpart F.

Section 5. 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 6. RIF Contract Coverage

During the term of the Agreement, all RIFs will be conducted in accordance with this Agreement and the appropriate regulations. 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 33
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 cause or are likely to cause death or serious physical harm. Consistent with this policy, the Department is committed to providing 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 continue Occupational Safety and Health Committees in accordance with the provisions of the Executive Order 12196 and 29 CFR 1960. 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 representative designated by Local 12 from the organization/Agency involved may accompany the inspection of workplaces.

c. Every inspection shall include identification, analysis and control of all hazards, including ergonomic hazards. In addition, written inspection reports shall address all identified hazards.

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 Manager, 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 Local 12 representative. 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 and submitted to the Agency Safety and Health Manager. 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 a Local 12 representative from the same Agency to request an appropriate inspection to be conducted by OSHA if the employee or the designated Agency representative is not satisfied with the results of the Agency's, Department's, and the Safety and Health Committee 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 each member of the Safety and Health Committee, as appropriate, pursuant to 29 CFR Part 1960 Subpart D. Such reports may be transmitted electronically.

Section 7. Training

The Department agrees that its occupational safety and health program will provide safety and health training. The parties recognize that training of collateral duty safety and health personnel, committee members, employees and employee representatives shall be conducted in accordance with 29 CFR Sections 1960.58 and 1960.59. As prescribed in 29 CFR 1960.58 and 1960.59, such training shall include:

Agency occupational safety and health programs
Section 19 of the Act

Executive Order 12196

Agency procedures for reporting evaluation and abatement of hazards

Agency procedures for reporting and investigating allegations of reprisals

Recognition of hazardous conditions and environments
Identification and use of occupational Safety and Health standards

Other appropriate rules and regulations

This Section does not preclude management from determining any other safety and health training as necessary. The Union recognizes management's right to determine who will conduct the training, how it will be conducted and when.

Section 8. Health Service

The Department, within budgetary limitations, agrees to continue to provide the various health services which are currently provided to employees of the bargaining unit. Persons who wish to have vision screening examinations may do so by scheduling an appointment with the Health Unit in the Frances Perkins Building. The Department further agrees to post on the DOL Labor Net timely information on various health services, screenings and physical examinations that the Department provides to employees. If the Department, for budgetary reasons, needs to curtail health services, it will notify Local 12 in advance of any curtailment.

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 cause or are likely to cause death or serious physical harm, the Department is committed to providing 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

a. The Department's smoking policy will comply with all government wide rules and regulations. The Department will maintain a smoke-free environment for Federal employees and members of the public visiting or using space owned, rented, or leased by the Department. Smoking of tobacco products is prohibited in all interior space except currently designated smoking areas in buildings other than the Frances Perkins Building that are ventilated directly to the outside and maintained under negative pressure. Moreover, in order to protect workers and visitors from environmental tobacco smoke, smoking is prohibited at and around doorways, in courtyards, in any

outdoor areas in front of air intake ducts, and at portions of the Frances Perkins Building rooftop. Smoking is allowed only in designated smoking areas, which will be identified by suitable, uniform signs. The designated areas are on the second floor balcony and on the West side of the 6th floor rooftop including the enclosed area outside the cafeteria. The Department will provide adequate ashtrays or receptacles in the designated smoking areas. Management acknowledges that employees must be provided reasonable opportunity to utilize such areas. In addition, the general policy is subject to all exceptions as stipulated in Executive Order 13058 and any other government-wide regulations.

b. The parties support and encourage all efforts by employees to quit smoking. In this regard, as budget allows, the Department will continue to sponsor, 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.

Section 12. Ergonomic Hazards

a. 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 computer users. These factors involve the proper design of workstations and the education of managers, supervisors, and employees regarding the ergonomic, job design, and organizational solutions to computer problems as recommended in various studies published by the National Institute for Occupational Safety and Health (NIOSH). The Department will achieve this policy by:

(1) Acquiring computers 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.

(2) Providing for the laying out of workspaces that are properly illuminated to reduce glare and ensure visual comfort to computer users while providing adequate lighting for traditional clerical tasks.

(3) Seeking and acquiring information and technical assistance, as needed, from appropriate resources on methods for most effectively designing computer workstation layouts.

(4) Educating employees about the proper and safe operation of computers, including the value of interspersing prolonged periods of computer use with other work tasks requiring less intensive visual concentration.

b. The Department agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomic related injuries. This information may be provided by Spotlights, OSHA Safety and Health Guidelines, and other available literature. The Department agrees to the maximum extent possible to provide equipment (chairs, tables, workstations, etc.) which meet nationally recognized ergonomic design criteria. Before equipment is purchased, to the extent possible the vendor should provide training on safe and proper operation of the equipment.

c. The parties agree to maintain a sub-committee of the National Office Safety and Health Committee on ergonomics to provide the Department with guidance and policy recommendations on addressing ergonomic issues in the DOL workplace. The subcommittee will have equal representation of Management employees and non-Management employees selected by the exclusive bargaining representative.

d. The Department agrees to maintain an ergonomics equipment assistance room in the FPB so employees can try out equipment at any time. This room contains displays of various office accessories designed to minimize, reduce, and/or eliminate injuries, illnesses and hazards associated with the use of computer workstations.

e. Any medical diagnosis that an employee presents to Management in connection with a request for reasonable accommodation will be handled in accordance with Article 25, Section 10 of the agreement.

Section 13. Security

This section demonstrates the awareness by both the Department and Local 12 that, in these times of national and world crisis and local threats to security, the parties must cooperate to provide employees the most safe, secure and violence free environment possible. Local 12 and the Department agree that establishing regular, effective communication between the parties is essential to ensuring the safety and security of employees. To that end, we agree to work through existing committees or teams.

Section 14. Personal Protective Equipment

If recommended by an inspection or determined by an employee's supervisor, personal protective equipment shall be provided to the employee. The Department agrees to pay for the equipment, in accordance with government wide procurement regulations, and to provide the employee using the equipment with effective training in its proper use.

Article 34
Space

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 safe and healthy work environment within the workplace.

b. The Department agrees to eliminate plainly inequitable workspace allocations among employees in the bargaining unit, unless factors beyond the parties control preclude otherwise.

c. In making space renovations, the Department will design workspace to meet the needs of the work being performed with the benefit of more efficient use of space and increased employee effectiveness and morale.

d. The parties recognize that the General Services Administration (GSA) or tenant restrictions may impose limitations on space options.

e. The Department will notify Local 12 when a decision is made to reallocate space between DOL Agencies.

Section 2. Space Guidelines

With reference to all space issues, the Agency will use the following guidelines:

a. Employees must be afforded adequate space to perform their duties free of hazards. All bargaining unit employees not subject to Section 4 of this Article shall have not less than sixty-four (64) square feet of work space.

b. Where possible, common use equipment shall not be located in employee workspace.

c. When overall space is reduced, bargaining unit employees shall not bear a disproportionate burden of that reduction, without regard to exigent circumstances.

d. In future redesigns or reconstructions, Management agrees that all of the window space in any office space will either be utilized as open space, or that bargaining unit employees shall have the maximum access to daylight as is feasible, whichever is greater.

Section 3. Assigning Space

Management agrees to notify Local 12 of all changes in work space allocations and/or office moves. Management will provide the Union with a relevant space chart and an accurate seniority list, based on several variables, to facilitate the process. Thereafter, bargaining unit employees themselves, acting solely through the Union, will decide the criteria for the assigning and selection of offices and/or work stations. The criteria will based upon some definition of seniority, except where the technology, functions, or methods of the work performed dictate otherwise. Local 12 will then develop a seniority list of all bargaining unit employees within the scope of the space change, based upon the agreed upon criteria. If the bargaining unit employees are not able to reach consensus on the criteria to be used, the bargaining unit employees shall select their offices and/or workstations according to seniority, defined as total length of continuous service in DOL. The parties agree that management may impose a deadline upon by which the entire process must be completed, when necessary.

Section 4. Flexiplace/Telework

a. Types of Workspace

The parties recognize that one of the benefits of formal telework is space savings for the Department, which in turn is a financial savings for the U.S. taxpayer. Shared Work Space is defined as employees sharing one space (offices or cubicles). Agencies can implement any of the "shared work space" as described below.

1) Unassigned Space Arrangement (commonly referred to as "Hot Desking" or "Hotelling") – unreserved, unassigned seating that is available to employees who telework at least three (3) days to use when required to come into the office on a first come first served basis. This space should have the same configuration as described in Section 2.a of this Article. No particular work area is assigned to any specific employee in any arrangement.

2) Open Bull Pen Space Arrangements – Open style smaller workspaces with no reserved spaces. These work spaces will have less privacy than the standard cubicle. Management will provide the necessary equipment to complete the job functions to all employees utilizing these spaces, in any arrangement. Each office using this style of seating will provide "Quiet" rooms and "Conference" space.

b. Employees working a formal telework schedule at least three (3) days a week away from the office may be required to utilize common/shared work space. The space would have all the following amenities:

1) In both the shared cubicle and unassigned space arrangements, each employee will be provided a work area which shall include a work surface, a PC or docking station, a phone and an individual locked storage area. Each employee will also be assigned an individual phone number with a corresponding voicemail account.

2) In the unassigned space arrangement, it is understood that these work areas are not permanently assigned to any specific employee and are utilized as available and as needed when the employee reports to the office. It is also understood that these shared work spaces will comply with Article 33 of this Agreement.

3) Agencies will be able to utilize shared space (offices or cubicles) or other arrangements as agreed to by both Parties to this Agreement.

4) Employees working a formal telework schedule at least three (3) days a week away from the office are entitled to not less than fifteen (15) square feet of work surface space and not less a sufficient amount of work space within the employee's temporary work station to accomplish all of the duties required by their position. All of these work areas must be ADA compliant.

c. Employees working a formal telework schedule at least three (3) days a week away from the office, who then voluntarily reduce the number of days away from the office to less than three (3), will be permitted to exercise his/her seniority rights with respect to office selection within ninety (90) calendar days of the return to the office. Each employee will also be assigned an individual phone number with a corresponding voicemail account.

d. If an employee is terminated from participation in a telework schedule or is reduced to less than three (3) days a week at management's insistence or determination, an employee will be permitted to exercise his/her seniority rights with respect to office selection within thirty (30) calendar days of the employee's return to the office.

e. When all employees are required to be in the office at the same time, they will be given the minimum amount of space necessary to perform their job(s).

Section 5. Informal Discussion

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, the DOL Agency will informally communicate to Local 12 and the Agency Vice President(s) in regard to a planned space change prior to any plan being developed.

Following these discussions, the Union will be given a copy of any and all proposed space plan(s), and the Union may request bargaining in accordance with Article 41 within ten (10) workdays from the receipt of any plan.

Article 35
Technology

Section 1. General

Technology is dramatically impacting work processes throughout business and Government nationwide. While innovations in technology are occurring so rapidly it is impossible to anticipate them, the Department and the Union embrace the opportunities created to improve work processes and employee skills.

To that end, the parties are committed to exploring ways to share information about technology, while respecting each other's statutory rights. That is, Management maintains the right to determine the technology of the workplace and the Union does not waive its statutory right to bargain in connection with the impact on working conditions of bargaining unit employees resulting from changes in technology. The Union's right to bargain and Management's obligation to bargain are consistent with the Federal Labor-Management Relations Statute.

Section 2. Training on Technology

As the Department introduces technology, appropriate training (e.g., on-line instruction, desk-aids, Help lines, mentors, and/or classroom sessions) will be made available to employees affected by the introduction of new procedures and technology. Additional training will be provided for employees who demonstrate difficulty. If individual employees cannot adjust to the changes caused by the introduction of technology or if the introduction results in the abolishment of some positions and the establishment of others, the Department, consistent with applicable regulations, will make every effort to utilize the skills and abilities of those employees adversely affected by the changes.

Article 36
Parking Facilities

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 primary 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) All applicants must be full-time carpool members;

   (5) Priority will be given to applications containing the largest number of carpool riders; and

   (6) 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.

c. DOL employees receiving a transit subsidy under the Department's Transit Subsidy Program are not eligible to simultaneously participate in a carpool. Employees listed on a carpool application who are receiving a transit subsidy from DOL are not eligible for the Transit Subsidy Program.

Section 3. Changes in Garage Operations and Parking Fees

Management will notify the Union of proposed changes to the administration of parking facilities affecting working conditions of bargaining unit employees and prior to implementing the changes negotiate to the extent required by law.

Parking fees will change in accordance with changes in the cost of operating the garage, exclusive of the cost of security.

Article 37
Past Practices

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 38
Governing Laws and Regulations

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; 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. 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.

d. 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 or Management Initiated Changes

Upon the Union making a timely request to bargain, such bargaining pursuant to Section 3 will occur in accordance with Article 41, except that bargaining resulting from Section 3c. above may occur only once each contract year.

Article 39
Labor-Management Cooperation

In the spirit of labor-management cooperation, Union and Management mutually recognize and endorse the involvement of affected employees and their representatives as early as possible. To this end, the parties agree that forums or processes for Union or employee involvement in Management's deliberative processes which exist at the time this Collective Bargaining Agreement goes into effect may voluntarily continue. Such cooperative dealings remain voluntary to both Management and Labor and do not constitute past practices under this Agreement. At any time during the life of this Agreement, either party may unilaterally terminate such voluntary forums or processes and no bargaining obligation will incur. It is understood that AFGE Local 12, in agreeing to the continuation of such forums or processes, does not waive any statutory or contractual rights including, but not limited to, formal discussions, notifications of Management changes which impact on working conditions of bargaining unit employees, and the right to bargain, consistent with the Federal Service Labor-Management Relations Statute, in regard to the impact and implementation of such Management changes.

No later than four months after the effective date of this Agreement, the parties will exchange information and compile a single definitive list of all such forums or processes at all levels of the Department which existed at the time the previous Agreement expired and which both Union and Management desire to continue. At any time during the life of the Agreement, when either party elects to terminate such arrangement, it will notify the other party through the existing channels of labor-management communication. The parties may by mutual agreement develop new arrangements of this type during the life of the Agreement. All such new arrangements must be approved by the Union and Management at the Departmental level.

Article 40
Labor-Management Relations

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 through regular communication with each other on matters of mutual concern or interest in the area of conditions of employment.

Section 2. Levels of Communication

To promote a constructive labor-management relationship, Local 12 and the Department are committed to establishing and maintaining communication between the parties throughout all levels of the Department. Such communication shall characterize the relationship at every level and shall be held at appropriately scheduled times, augmented by ad hoc communication as necessary.

Section 3. Department Level Labor-Management Relations

Local 12 and the Department are committed to establishing and maintaining ongoing dialogue and communication between the parties. The President of Local 12 and the Director of Employee and Labor-Management Relations, together with their respective designees, will make every effort to communicate on a regular basis with an emphasis toward continuous, positive, and pro-active labor-management relations. The parties also agree to maintain a Department Labor-Management Relations Committee, comprised of up to five members from each party, for consideration of Department-wide issues. The Committee shall meet at the request of either party, but not more frequently than quarterly.

Section 4. DOL Agency Labor-Management Relations

a. In furtherance of effective labor-management relations, the parties will engage in communications at the Agency level. Toward this end, Local 12 and the Agency shall each name up to five (5) members to serve on an Agency Labor-Management Relations Committee. The Agency Labor-Management Relations Committee shall meet quarterly, unless agreed to otherwise. For purposes of this Section, all components not listed herein shall be considered to be one combined Agency:

    Bureau of Labor Statistics
    Employee Benefits Security Administration
    Employment Standards Administration
    Employment and Training Administration
    Mine Safety and Health Administration
    Occupational Safety and Health Administration
    Office of the Assistant Secretary for Administration and Management
    Office of the Solicitor

b. The Director of Employee and Labor-Management Relations and the designated Union Agency Vice President or their designees will coordinate for purposes of the combined "Agency." Where the issues of concern relate

to a specific organizational component of the combined "Agency," the Director and Vice President will coordinate with the appropriate parties.

c. If the DOL Agency and the Union Agency Vice President mutually agree, the DOL Agency and the Union may communicate informally in regard to planned space changes or organizational changes. Such communication may provide for Management to consider input from employees and the Union regarding space changes or organizational changes.

Article 41
Bargaining During the Term of the Agreement

Section 1. Introduction

In all provisions of this Agreement which relate to or deal with Management's obligation or duty to bargain, the obligation or duty to bargain is consistent and synonymous with the statutory obligation or duty to bargain. That is, in all relevant provisions of this Agreement, it is understood by the parties that Management neither adds to nor detracts from its statutory duty to bargain. In all respects, the Federal Labor-Management Relations Statute and case law of the Federal Labor Relations Authority and the Courts govern Management's obligation or duty to bargain.

The parties agree that the Union maintains its statutory right to initiate bargaining during the term of the Agreement. Such requests and management's obligation or duty to bargain in connection with such requests are governed by the Federal Labor-Management Relations Statute and the case law of the Federal Labor Relations Authority and the Courts.

Section 2. Process

a. With the exception of negotiations regarding space or organizational changes affecting a single Agency, all negotiations during the term of the Agreement shall take place at the Departmental level. Negotiations shall occur at the Agency level for all organizational changes or space changes that are specific to a particular Agency.

b. Where there is an obligation to bargain over contemplated changes in conditions of employment, the Department shall provide reasonable advance notice to the Union of intended changes.

c. If the Union desires to bargain, it must submit a request to the Department or, in the case of an Agency organizational change or space change, to the Agency within ten (10) workdays of receipt of the notice. Failure to submit a timely request shall constitute a waiver on the part of the Union.

d. If the Union wishes to initiate bargaining during the term of the Agreement, it must submit a request to the Department.

e. Upon a timely request being made by the Union in response to a management initiative for which a duty to bargain exists, the parties shall schedule bargaining to begin no later than fifteen (15) workdays from the time of receipt by the Union of Management's notice.

f. Upon a Union initiated request to bargain in connection with a matter for which a duty to bargain exists, the parties shall schedule bargaining to begin no later than fifteen (15) workdays from the time of receipt by Management of the Union's request.

g. The Union may name up to five (5) members to represent the Union at Departmental or Agency bargaining.

h. Bargaining sessions shall be conducted continuously for up to five (5) days, as necessary.

i. Any agreement reached at 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 for purposes of legal sufficiency only. 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.

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

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

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

Article 42
Informational Reports

Section 1. Periodic Reports

Utilizing technology, the Department shall provide the Union on a periodic basis the following in connection with positions in the bargaining unit:

a. List of positions subject to priority consideration and referrals (quarterly);

b. Lists of new employees (appointments by type and term), transfers, promotions, and separations by type (monthly);

c. Statistical report provided to the Department of Health and Human Services on the Department's Drug Testing Program (semi-annual);

d. List of Department's commercial activities (annual);

e. Lists of government activities not inherently governmental in nature at the time such lists are provided to the public in accordance with Section 2(c)(1)(a) of the Federal Activities Inventory Reform Act of 1998, Public Law 105-270 (annual);

f. List of workforce data for employees in the Washington, D.C., metropolitan area, which will include the following: Workforce composition (overall and by Agency) by race, sex, and grade level; and promotions, accessions, and separations (overall and by Agency) by race, sex, and grade level (annual);

g. List of the name, pay program, grade and step, series, title, and bargaining unit status of all (bargaining unit and non-bargaining unit) employees in the Washington, D.C. metropolitan area by Agency and organizational entity, indicating whether an employee is having Union dues withheld (semiannual on the first of March and the first of September);

h. Report, by agency, of time off/cash awards (to include grade, series, amount and type) given to bargaining unit employees (annual); and

i. Breakdown of awards budgets, performance ratings of record, and performance awards within sixty (60) days after the awards payouts (annual).

Section 2. Format

To the extent practicable, the Department will attempt to transmit the informational reports in the format requested by Local 12.

Article 43
Distribution of Agreement and Orientation of New Employees by Exclusive Representative

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 Human Resources Offices will provide the Agency Vice President/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 the Department or an Agency of the Department holds an appropriate orientation program for its new employees in the bargaining unit, a Local 12 representative will be provided an opportunity to make a brief presentation during the orientation program.

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 42.

Article 44
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 the Chief Financial Officer.

e. Deductions will be made beginning with the first pay period which begins after the form is received by the Office of the Chief Financial Officer 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 the Chief Financial Officer 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 the Chief Financial Officer. 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 the Chief Financial Officer, 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 the Chief Financial Officer, 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 the Chief Financial Officer 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 the Chief Financial Officer. 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. After each pay period, the remittance for dues withheld will be sent electronically to AFGE Local 12's bank account.

b. In conjunction with each remittance, Management will deliver to the Union a paper list and an electronic file, if available from the automated payroll

system, 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 also.

c. This service shall be provided without charge to Local 12.

Section 6. Correction of Errors

a. At its discretion, the Department may 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.

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 45
Official Time

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 to the list during the preceding month.

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

a. Officers, Agency Vice-Presidents (AVPs), 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 eligible individuals, 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.

b. A Steward's principal 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, however, may assign a Steward from another jurisdiction on a case-by-case basis. 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. It is understood that Officers and Agency Vice-Presidents may represent employees in any Agency or area of jurisdiction.

Section 4. Official Time

c. 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 Vice-President 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 informing a manager/supervisor of the need for 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 their confidentiality will be respected.

(7) A 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 the 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 and/or investigating possible grievances;

(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 conjunction with matters described within this subsection;

(e) Investigating, preparing, and presenting a reply (whether oral, written or both) 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; or

(f) Negotiations, Mediations, and/or Arbitrations.

d. It is understood that Official Duty Time shall not be allowed for any internal Union business, including, but not limited to, meetings to conduct internal organizational affairs, solicitation of membership, collection of dues, campaigning for Union Office, or any other internal Union business.

e. In negotiations 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 fifty (50) 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 collective bargaining.

Section 6. Preparing LM2 and Tax Forms

One (1) Local 12 Union Official may utilize up to seven (7) 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

a. The following Local 12 Officials will be on 100% Official Time: President, Executive Vice President, and Head Steward. These Union Officials shall not be discriminated against in connection with their statutory entitlement to a within-grade increase. In addition, the Union shall be entitled to a total of three years of 100% official time for an additional representative(s). The Union may elect to have three representatives on 100% official time for one year, two representatives on 100% official time for 18 months or one representative on official time for three years. The Union will notify the Agency of its election at the time the Collective Bargaining Agreement is executed.

b. In addition, these full-time Officers are entitled to receive service credit pursuant to the regulations set forth at 5 CFR 351.504(c)(1) which states that "An employee who has not received any rating of record during the 4-year period shall receive credit for performance based on the modal rating for the summary level pattern that applies to the employee's official position of record at the time of the reduction in force." In addition 5 CFR 351.504(c)(2) provides that "an employee who has received at least one but fewer than three previous ratings of record during the 4-year period shall receive credit for performance on the basis of the value of the actual rating(s) of record divided by the number of actual ratings received. If an employee has received only two actual ratings of record during the period, the value of the ratings is added together and divided by two (and rounded in the case of a fraction to the next higher whole number) to determine the amount of additional retention service credit. If an employee has received only one actual rating of record during the period, its value is the amount of additional retention service credit provided."

c. In addition, the parties agree that all of the Full-Time Officers may participate in flexitime, Telework, and all Union Representatives will have the ability to earn Credit Hours for time spent on representational business,

in accordance with Article 6 of this Agreement, as any other employee. It is understood that should case law change or modify these provisions, the case law will have the effect of superseding the applicable part(s) of this subsection.

d. The Union will be allowed to utilize a bank of up to 300 Official Time hours for bargaining unit employees Graded at the GS-7 level or below for purposes of providing additional Administrative support. It is agreed that the Union will provide at least twenty-four (24) hours notice to the Agency when the Local intends to utilize more than eight (8) consecutive Official time hours in any work week. Otherwise, reasonable advanced notice will be provided.

Article 46
Right to Representation

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 47
Grievance Procedure

The parties wish to foster an atmosphere of cooperation and mutual respect between management 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, bargaining unit 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/disputes.

b. This shall be the procedure through which a just, speedy, and inexpensive determination of grievances is secured. Therefore, the parties agree that grievances processed through this procedure should be resolved as early as feasible and at the lowest cost and organizational level practicable.

c. Consistent with Article 3, Section 5 of this Agreement, bargaining unit employees and their representatives who utilize the grievance process shall be free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this Agreement.

d. This shall be the exclusive procedure under this Collective Bargaining Agreement available to the parties and employees in the bargaining unit for the resolution of grievances.

Section 2. Alternative Dispute Resolution

a. The Department and Local 12 recognize that Alternative Dispute Resolution (ADR) can serve as an effective tool to resolve labor-management disputes. The benefits of ADR include avoiding protracted and costly litigation, improving working relationships between management and labor, and enhancing communication between employees and their supervisors. Therefore, the parties agree to implement an ADR program.

b. Applicability – For individual employee grievances processed under the jurisdiction of the Grievance Board under Section 8, ADR may be utilized to resolve a grievance after the issuance of a Step II decision and prior to the hearing of the case at the Grievance Board. For all other grievances, the grievance may be submitted to ADR at any time after the grievance is filed.

c. Procedural Timeframes – When a grievance is submitted to ADR, the timeframes for further processing the grievances will be suspended commencing from the day on which the parties agree to proceed to ADR and concluding when either party declares in writing their position to end ADR.

d. The ADR process may be any of the ADR techniques available within DOL's ADR Program (i.e., Mediation, Facilitation, and Interest Based Problem Solving), utilizing mediators from the Federal Mediation and Conciliation Service (FMCS) or the Shared Neutrals Program administered by the Department of Health and Human Services. The Office of Employee and Labor-Management Relations (OELMR) will have the responsibility, in consultation with Local 12, of communicating with the mediation services for obtaining the mediators, if applicable.

e. The grievant, a union representative, and a management official who can resolve the issue and grant the remedy requested must participate during the ADR Process. The parties agree that all information shared during the ADR process shall be kept confidential and will not be admissible before an arbitrator or other administrative or judicial court. When FMCS is used, the ADR process should last no longer than one (1) day unless the parties mutually agree otherwise. Any settlement agreement shall be reduced to writing and signed by Management, the grievant, and the Union. If the grievance is not resolved, the time frames for the Union to pursue the grievance are resumed.

Section 3. Who May Initiate a Grievance

A grievance may be filed by:

a. any employee in the Local 12 bargaining unit or former bargaining unit employees who have filed a timely grievance; except that those employees

on temporary limited appointment and those who have not completed probation may submit a grievance only with respect to working conditions or rights expressly granted them elsewhere in this Agreement;

b. Local 12; or

c. the U.S. Department of Labor.

Section 4. Definition of a Grievance

A grievance means any complaint, unless expressly excluded and/or limited in this Article:

a. by any bargaining unit employee concerning any matter relating to the employment of the employee;

b. by Local 12 concerning any matter relating to the employment of any bargaining unit employee; or

c. by any bargaining unit employee or Local 12 or the Department of Labor concerning:

(1) the effect or interpretation, or a claim of breach, of this Collective Bargaining Agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting the condition(s) of employment.

Section 5. Exclusions from the Grievance Procedure

The following subject matters referenced in subsections a. and b. below are excluded from the grievance procedure regardless of the specific allegation(s) or issue(s):

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 that does not result in a 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), and the filling of all other positions outside the bargaining unit;

(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 probationary employees unless the probationary status of the employee is one of the issues raised;

(9) the placement of an employee on a Performance Improvement Plan (PIP);

(10) Oral counselings or warnings/admonishments; or

(11) Informal telework denials pursuant to Article 12.

Section 6. 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. However, once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude either management or the union 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. Official Time shall be allowed in accordance with Article 45, Section 4 for the employee and the designated union representative.

e. Where the grievant(s) has designated a Local 12 Representative, all communications with regard to the grievance and attempts at resolution of the grievance shall be made through the designated Local 12 Representative.

Section 7. Grievance Form

a. The grievance form (in Appendix D) is used for the filing of grievances under this Article. The grievance is to be signed and dated by the grievant(s) or the representative. The grievant(s) shall identify the alleged violation(s), underlying facts and the remedies sought on the Step I portion of the grievance form. The Step II grievance appeal shall also be presented in writing on the Step II portion of the grievance form. The Step II portion of the grievance form shall contain any additional information as necessary about the grievance. The Step II grievance may be amended at any time prior to the issuance of the Step II decision.

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. However, the failure to provide all of the necessary information on the grievance form is more than a trivial or clearly mechanical error and shall constitute a basis to return the grievance for inclusion of such information. If the form is returned to the grievant or the Union Representative, the time limit for filing will be tolled. Issues and allegations that are not raised by the Union in the Step 2 process may not subsequently be considered by an arbitrator should the grievance be invoked to arbitration.

Section 8. Grievance Board Authority and Procedures

a. Purpose

This Section establishes an internal mechanism of the U.S. Department of Labor to be known as the Grievance Board and prescribes its procedures. The Grievance Board's purpose is to provide prompt and effective binding

arbitration of grievances specified below. Grievance Board Members, as described in subsection b. below, selected to hear cases shall determine jurisdiction in cases involving these grievances; shall conduct prompt hearings in such cases; and decide such cases, or otherwise dispose of them, so as to ensure the fullest measure of due process for the members of the bargaining unit while still providing the Department, the grievant, and the Union an efficient and effective method for resolving grievances.

b. Composition

The parties will establish and maintain a panel of six (6) Grievance Board members in accordance with the arbitrator selection procedures laid out in Article
48, Section 1.b. A member may be removed from the panel by mutual agreement of the parties. An individual may not serve on both the Grievance Board and the Article 48 arbitration panel. None of the Grievance Board members will be Management Officials of the Department. Each Grievance
Board member will serve a two (2) year term, renewable only after a one (1) year absence from the Grievance Board.

c. Authority

(1) The following individual grievances must be heard by the Grievance Board:

(a) Leave restriction(s) and leave denial(s),

(b) AWOL charges of one (1) hour or less;

(c) Written letters of reprimand, counseling, warning, or admonishment; (d) Any grievable telework determination(s), as provided in Article 12,Section 12;

(e) Individual space concerns;

(f) Performance appraisals with a summary rating of Highly Effective (or equivalent) or higher;

(g) Individual Safety and Health concerns under Article 33, Section(s) 5, 10, and/or 12;

(h) Allegations solely under Article 3;

(i) Individual child care subsidy determinations and/or amounts;

(j) Denial of Within-Grade Increases;

(k) Transit subsidy and/or parking grievances;

(l) Individual denials of up to 40 hours for administrative leave for training under Article 21, Section 4;

(m) Merit Staffing Grievances where the grievant alleges that he/she was improperly excluded from the certificate of eligibles;

(n) Grievances related to the Department's electronic travel system.

(2) By mutual agreement of the parties, any case eligible for full or one-day arbitration under Article 48 may be heard by the Grievance Board.

(3) Any grievance covered by Section (c)(1) and invoked to arbitration prior to the ratification of this Article may be heard by the Grievance Board at the election of the grievant and the Union.

(4) Multiple grievances will be consolidated into one (1) case when the grievant and the Local 12 representative inform management that the facts of the grievances originate from a particular act or acts. Once consolidated, the case will default to the most formal grievance procedure applicable to any single grievance.

d. Grievance Board Procedures

(1) Prehearing procedures

(a) Grievances listed in paragraph c.(1) of this Section shall be filed with the second-line supervisor using the Grievance Form found in Appendix D. (However, this does not modify the procedures for those grievances not heard by the Grievance Board.) In the event that the action or decision being grieved was performed by the second-line supervisor, the third-line supervisor shall perform the functions of the second-line supervisor for the purposes of this Article. Additionally, in the event that the second-line supervisor is not the appropriate management official, he/she shall forward it to the correct official.

(b) The grievance shall be considered filed when it is personally delivered to or electronically received by the second-line supervisor. The grievant or Union representative will provide a courtesy copy to the immediate supervisor and the Agency Labor Relations Officer.

(c) Grievances shall be filed within twenty-five (25) workdays of when an employee knew or should have known of the alleged violation.

(d) Step I shall be waived for all Grievance Board grievances.

(e) For the purposes of this Section only, the Step II official shall be the second-line supervisor or, if the second-line supervisor lacks the requisite authority to grant the relief requested, it shall be a management official with that authority.

(f) Upon receipt of the grievance, Management shall schedule the Step II grievance meeting within fifteen (15) workdays from the date that it is filed. The grievant, the Step II official, and the parties' representatives shall meet at the Step II meeting. The Step II official shall render a written Step II decision to the grievant and Union representative within ten (10) workdays of the Step II meeting.

(g) Should the Step II official deny the grievance, management will schedule the case for a Grievance Board hearing date, to be no fewer than fifteen (15) workdays, but no later than ninety (90) workdays, from the date that the Step II decision is issued.

(h) Both the second–line supervisor and the grievant, and the parties' representatives shall meet at least five (5) workdays in advance of the Grievance Board hearing. At this meeting, the parties shall make an effort to resolve the grievance or to reach a settlement.

(i) The Step II Decision shall be admissible at the Grievance Board hearing.

(2) Hearing procedures

(a) A minimum of four (4) hearings will be scheduled per hearing day, which will be presided over by a single member of the Grievance Board.

(b) Grievances will be scheduled for hearing in the order in which they are filed, with the modifications noted in subsection (c) below. Grievances invoked to arbitration prior to the ratification of this Article which the grievant and the Union elect to be heard by the Grievance Board will be heard by the Board, in the order of election, as specified in subsection (c)(2) below.

(c) Case presentation order

1. Cases will be scheduled for presentation to the Board based on time estimates submitted by the parties at the time of scheduling so that at least four (4) cases may be presented to the Board on a scheduled hearing day. Cases designated by either party as taking longer than two (2) hours will be heard first in a hearing day.

2. The parties will make every effort to schedule cases on a first-in, first- out basis. However, because of the procedures outlined above, cases might be delayed in getting a hearing date because of cases having shorter or longer hearing times.

(d) The Grievance Board Member shall ensure that each case normally lasts no longer than two (2) hours. However, one (1) case per hearing day may be selected to last as long as three (3) hours. The Member may, at his or her discretion, permit the other hearings to last more than two (2) hours; however, the Member must render a decision in, or otherwise resolve, at least four (4) grievances per eight (8) hour day.

(e) The Grievance Board Member shall have the responsibility for assuring that the relevant evidence and facts are brought forth by the parties and that the hearing is a fair and just one. The Grievance Board Member shall also manage the allocation of time for the hearing to ensure that neither party uses an unfair portion of the time allotted for the hearing, taking into consideration the applicable burden of proof and any defenses to be raised.

(f) Any party providing documents to the Board at the hearing shall provide a copy to the other parties and to the exclusive representative.

(g) The Board Member shall provide copies of his/her correspondence concerning the case to all parties and the exclusive representatives.

(h) Each party shall have the right to make an opening statement no more than five (5) minutes in length.

(i) At his or her discretion, the Grievance Board Member may question any of the witnesses. The parties have a right to question their own witnesses, and to cross examine the other parties' witnesses within the designated time frame(s).

(j) The parties may submit documentary evidence to the Grievance Board Member.

(k) Briefs shall not be filed; however, legal authority may be provided to the Grievance Board Member during or immediately after the hearing.

(l) No transcripts of any Grievance Board hearing shall be made. However, the Grievance Board Member may record the hearing.

(m) Each party should submit a brief proposed Order to the Grievance Board Member stating the requested relief to be granted. The Grievance Board Member will render an oral decision at the end of the hearing and a brief written Order by the conclusion of the hearing day.

(n) All decisions of the Grievance Board are final, and no party may appeal a Grievance Board Decision in any forum, with the exception of EEO claims or any other statutory non-waivable appeal rights.

Section 9. Procedures for Other Grievances

This Section shall constitute the exclusive procedure available to bargaining unit employees for the resolution of grievances that are not heard by the Grievance Board. The grievance meeting will be with the contractually designated management official, unless modified by mutual agreement, and the employee with his/her designated Union representative. Grievances may be filed electronically and
grievance decisions may be issued electronically. All timeframes in this Section may be extended by mutual written agreement of the parties.

a. Step I

(1) A grievance must be filed within twenty-five (25) workdays of when an employee knew or should have known of the alleged violation. This is applicable to all grievances under this Article unless a different timeframe is specified below. The date a grievance is filed will be determined by when it is personally delivered to or electronically transmitted to the appropriate Agency official.

(2) All grievances other than those concerning merit staffing should normally be filed with the immediate supervisor, unless it is mutually determined that it should be filed elsewhere. This mutual determination is made between the servicing Labor Relations Officer and the Local's Agency Vice President. All grievances concerning merit staffing should normally be filed with the servicing Human Resources Officer at Step II, with Step I being automatically waived, and therefore the Step I portion of the grievance form need not be completed.

(3) When filing a grievance at Step I, the grievant shall complete the grievance form as described in Appendix D. The supervisor, the grievant, and the Union Representative shall have eight (8) workdays from the filing of the grievance to meet and discuss the grievance. The meeting shall be arranged with the Union Representative. The supervisor will communicate the decision on the grievance in writing within eight (8) workdays from the date of the meeting. When the Step I decision is issued, it will identify the designated Step II Official who has the authority to grant or deny the requested remedy.

(4) Representation at Step I shall be provided by a Union Representative in the same Agency as the grievant, unless a Union Representative from another jurisdiction or an officer of Local 12 is appointed by the President in accordance with Article 45, Section 3.

(5) If the grievance is filed with the wrong Agency official, Management shall forward it to the correct official and so notify the grievant and Union representative. Even in these instances, the date the Step I grievance was initially personally delivered or electronically transmitted shall be considered the date of filing.

b. Step II

(1) A grievance may be appealed to Step II of this procedure within ten (10) workdays of receipt of a decision unsatisfactory to the aggrieved employee(s), or if no timely decision is issued at Step I, within ten (10) workdays after the grievance reply was due at Step I. An appeal shall be filed by completing the Step II portion of the grievance form.

(2) The Step II appeal shall be filed with designated Step II official. The Step II appeal shall be considered filed when it is personally delivered to or electronically transmitted to the appropriate Agency official. The grievant or the Union representative should provide a 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 representative.

(3) A merit staffing grievance is filed at Step II with the servicing Human Resources Officer within twenty five (25) workdays of when an employee and/or the Union have learned of the alleged violation.

(4) The Agency official, grievant, and designated Agency Union representative shall have ten (10) workdays from the date of the filing of the Step II appeal to meet and discuss the grievance. Where the Union representative and/or the employee did not cooperate in

meeting with the grievance official within the specified timeframe, the grievance official will issue a written Step II decision. The Agency official shall render a written decision to the grievant and Union representative within ten (10) workdays of the Step II meeting or when the meeting should have occurred. If no decision is rendered in a timely fashion, the Union may invoke the grievance to arbitration.

Section 10. Union Grievances

This shall constitute the exclusive procedure(s) available to the Union for the resolution of grievances.

a. A grievance initiated by the Union must bear at least one (1) signature of an official or a representative designated by the President or Executive 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 the OELMR. 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 thirty (30) workdays, unless the parties agree to submit the grievance to mediation, in which case Local 12 may invoke arbitration within thirty (30) workdays of the conclusion of the mediation.

(2) On a matter specific and limited to a single DOL Agency, the grievance shall be filed with the Administrative Officer. 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 thirty (30) workdays, unless the parties agree to submit the grievance to mediation, in which case Local 12 may invoke arbitration within thirty (30) workdays of the conclusion of the mediation.

(3) A grievance filed in accordance with paragraphs (1) or (2) above must be filed within twenty-five (25) workdays of when the Union knew or should have known 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 47, Section 9, 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 grievants are under the supervision of a single supervisor, the Step I grievances may be consolidated as a single grievance with that supervisor.

(b) If the 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 II. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may invoke arbitration within the next thirty (30) workdays, unless Local 12 and the Department agree to submit the case to mediation, in which case Local 12 may invoke arbitration within thirty (30) workdays of the conclusion of the mediation.

(c) If the grievants are under the supervision of different supervisors in more than one (1) DOL Agency, the grievances may be consolidated and filed at Step II with OELMR. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may invoke arbitration within the next thirty (30) workdays, unless Local 12 and the Department agree to submit the case to mediation, in which case Local 12 may invoke arbitration within thirty (30) workdays after the conclusion of the mediation.

Section 11. Department of Labor Grievances

If the Department of Labor wishes to file a grievance, the Director of OELMR will sign and file a written grievance with the Local 12 President within twenty-five (25) workdays of when the Department knew or should have known of the alleged violation. The grievance will detail the nature of the harm, the violations of law, rule, regulation, and/or collective bargaining agreement violated, and the relief requested. If the grievance is not resolved, the Local 12 President shall issue a written Step II decision within fifteen (15) workdays. The Department may invoke the case to arbitration within thirty (30) workdays of the conclusion of mediation, if applicable or after Step II decision is issued.

Section 12. Grievance Procedure for Adverse and Performance-Based Actions

An employee who wishes to appeal an adverse action, as defined in Article 49, Section 2, may file an appeal with the MSPB or a grievance under this Article, but not both. An employee shall be deemed to have exercised his/her option depending upon which forum the employee files in first. Similarly, if an employee raises an allegation of discrimination in connection with an adverse action, the employee may elect to file only one of the following: a grievance, or an appeal to the MSPB, or a formal EEO complaint. An employee shall be deemed to have exercised his/her option depending upon which forum the employee files in first; except that the filing of a grievance does not preclude the grievant from using the Department's EEO counseling and informal complaint resolution process. An employee may participate in the EEO counseling and informal complaint resolution process without prejudice to his or her rights to file a grievance or appeal to the MSPB, but the employee's participation in the EEO process does not extend or otherwise affect the deadlines for filing and processing a grievance and for appealing to the MSPB.

When an employee elects to appeal an adverse action under the negotiated grievance/ arbitration procedure, Step I of the grievance procedure is waived. The Union must initially proceed to Step II of the grievance procedure in accordance with Section 9 of this Article, and within five (5) workdays in accordance with Section 18 of this Article in order to have any requisite stay apply. The Union must proceed to invoke arbitration within thirty (30) workdays after the date of the decision by filing a completed grievance form signed by the grievant or his/her union representative.

Section 13. Invocation of Arbitration

The Union or the Department, respectively, may invoke arbitration by giving notice of such intent to the other (Director of OELMR or the Union) within thirty (30) workdays of receipt of the Step II decision as provided in Article 48 of this Agreement. For grievances filed under Sections 9 through 12, the time limits for invoking arbitration are those specified in those Sections.

Section 14. Grievability/Arbitrability

The arbitrator designated to hear the case on the merits shall have the authority to make all determinations regarding grievability and arbitrability. If the Department and/or the Union considers a grievance to be non-grievable or non-arbitrable, that issue shall be raised and determined as follows:

a. A party challenging the arbitrability of a grievance based on an alleged failure to timely invoke any Step of the grievance or arbitration procedure may require that a separate hearing (by meeting or teleconference) be held to decide the arbitrability issue. The hearing must be requested no later

than thirty (30) workdays before the scheduled arbitration hearing. The arbitrator shall render a decision on a pre-hearing timeliness challenge no later than three (3) workdays following the hearing. A hearing on the merits shall not commence prior to receipt of the arbitrator's decision. If the timeliness challenge is denied, the challenging party must pay all costs related to the challenge. If the timeliness challenge is upheld, the opposing (losing) party must pay all costs related to this challenge.

b. The arbitrator shall have the authority to make all determinations regarding grievability and arbitrability. If the Department or the Union considers a grievance non-grievable or non-arbitrable, it should communicate such determination to the other party at the earliest possible time. A party raising the issue of arbitrability of a grievance may require that a separate hearing (meeting or teleconference) be held to decide the arbitrability issue. The arbitrator will render a decision no later than three (3) days following the meeting or teleconference and prior to any hearing on the merits of the grievance.

Section 15. Termination of Grievance

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

Section 16. Modification of Procedures

a. The time limits delineated in this Article may be modified by mutual written agreement of the parties. Absent such mutual consent, the failure to timely file an initial grievance or timely appeal the grievance to Step II (for individual employee grievances), or timely invoke the grievance to arbitration shall result in a dismissal of the grievance.

b. The parties may mutually agree in writing to waive Step I and II of this procedure.

c. For expeditious processing of grievances, the parties, by mutual agreement, may consolidate grievances concerning similar issues into a single grievance.

Section 17. Failure to Meet Requirements

a. An electronic grievance will be considered filed and signed by the sender on the date transmitted. For grievances filed by methods other than electronically, the failure to sign or date the grievance form will not have the effect of nullifying the grievance.

b. Failure on the part of an aggrieved employee to prosecute his/her grievance within the stated time periods at any Step of this procedure will have the effect of nullifying the grievance.

c. Failure on the part of Local 12 or the Department to prosecute its grievance, filed in its own behalf within the stated time periods at any Step of this procedure will have the effect of nullifying the grievance.

d. Failure on the part of the Department to meet any of the time requirements of this procedure will permit the aggrieved employee or Local 12 to move to the next Step.

Section 18. 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 only the following types of actions for the following terms:

(1) Suspensions of one (1) to fourteen (14) days – No stay

(2) Suspensions of fifteen (15) days or more – 45 day stay

(3) Involuntary downgrades- 45 day stay

(4) Removals– No stay

(5) Exception: No stay will be provided for any employee or for any action specifically excluded from coverage by 5 U.S.C. 4303, 7502, or 7512. No stay will be provided for any other type of adverse action or for any employee that is not covered or any action that is excluded from coverage under 5 C.F.R. Part 752, Subpart D. No stay will be provided for any personnel action taken in response to criminal allegations.

b. In all cases of stays, if the arbitrator makes an award prior to the conclusion of the stay, the stay terminates.

c. In such cases, the first step grievance procedure is waived and the grievance immediately goes to Step II. Step II may be waived, at Local 12's election, as provided in Article 49.

d. 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 as necessary to affect the suspension.

Article 48
Arbitration

Section 1. Panel of Arbitrators

a. The parties will establish a panel of ten (10) arbitrators. The panel will be used for both regular and one-day 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 designated to hear a particular case shall be assigned on a random basis from the list maintained in the Office of Employee and Labor-Management Relations (OELMR) and by Local 12. After an arbitrator is selected, his/her name shall not be placed back into the selection pool until all other arbitrators have been selected. The process will then begin again. This process will be followed regardless of what type of arbitration is involved.

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 will be heard by or assigned to that arbitrator. Once an arbitrator is removed, all arbitrations assigned to but not heard by the arbitrator will be returned to the arbitrator assignment pool for random assignment. By mutual agreement the parties may remove an arbitrator outside the 30-day window period for purposes of cases which have not been heard.

e. Within fifteen (15) work days after written notice of an arbitrator's removal, the parties shall meet and mutually agree upon another arbitrator(s) to replace the removed arbitrator (s), using the selection method set forth in subsection (b) above.

f. OELMR will be responsible for communicating with the arbitrators about their inclusion on or removal from any panel. Assignments and the

scheduling of their assigned cases will be done jointly. The parties may contact an arbitrator directly regarding dates of availability but may not unilaterally schedule a case. Both parties will copy each other on all communications with an arbitrator.

Section 2. Cost of Arbitration

a. Arbitration fees, transcripts, and other routine expenses will be paid by both parties in equal proportions, with the following exceptions:

   (1) The Department will pay for the first five (5) one-day arbitrations.

   (2) The moving party shall pay in the case of a cancellation or postponement. However, in the case of a settlement both parties will share any fee.

   (3) The losing party in an arbitrability/grievability proceeding under Section 9 will be responsible for all costs of that proceeding.

b. Neither party will incur any additional financial obligation based on failure of the other party to timely pay the arbitrator in accordance with the preceding arrangements.

Section 3. Scheduling of Arbitration Hearings

a. 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. Cases will be assigned in order of invocation, except that removal and suspension cases will be given priority scheduling. Other cases may be prioritized only by mutual agreement of the parties. If multiple cases are invoked on the same day, the date the grievances were filed will determine scheduling order.

b. An arbitrator who agrees to serve on the regular Panel will not charge the parties if a hearing date is postponed in excess of three (3) calendar days of the scheduled hearing date. If the postponement occurs within three (3) or fewer calendar days of the hearing date, arbitrators will be paid a fee of no more than $350.00.

c. An arbitrator who agrees to serve on the Panel will not charge the parties is the hearing date is cancelled in excess of five (5) calendar days of the scheduled hearing date. If the cancellation occurs within five (5) or fewer calendar days of the hearing date, arbitrators will be paid afee of no more than $500.00.

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, documentary exhibits, affidavits and written briefs, without the necessity of a hearing.

Section 5. Prehearing Procedures

For all Arbitration procedures described within this Article, the parties agree that no later than ten (10) workdays before a scheduled hearing, the parties will, by face to face meeting or otherwise, clarify and stipulate the issue or issues, exchange witness lists, agree on joint exhibits and joint stipulations of fact, and explore possible resolution/settlement of the case. If the parties cannot agree on a joint stipulation of the issues, the parties shall exchange separate written statements of the issues no later than five (5) workdays before the scheduled hearing. If a party fails to provide the other side with its list of witnesses at least ten (10) workdays prior to the hearing, that party waives the right to call those witnesses. The parties have the right, however, to supplement the witness list, no later than five (5) work days before the hearing for good cause shown. The determination of whether good cause has been established will be an issue for the Arbitrator to determine, if challenged by the opposing party. This does not prohibit either party from calling additional witnesses to rebut testimony provided during the hearing. It is incumbent for the parties to timely submit all documents referenced above in a timely email, by fax or by hard copy. The Arbitrator will have jurisdiction to determine what sanction(s) are applicable, if any, where they are not specified, for failure to adhere to the above requirements.

Section 6. Hearing Site

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

Section 7. One-Day Arbitration

a. The parties shall use the one-day arbitration procedure for all grievances except:

   (1) Institutional grievance (that is, where the Union or the Department are the grievant);

   (2) For individual employee grievances involving suspensions of fifteen (15) days or more, up to and including removal as set forth in 5 U.S.C. 7511 (d);

   (3) For individual employee grievances involving performance based actions as set forth in 5 U.S.C. 4303;

(4) Grievance Board cases;

(5) Reasonable accommodations;

(6) Merit staffing;

(7) Contracting out;

(8) Reduction-in-force; and,

(9) Minimally Satisfactory Ratings.

b. Nothing in this Section prohibits the parties from mutually agreeing to utilize the regular arbitration, one-day arbitration or Grievance Board forum under Article 47 to hear any specific grievance.

c. Time Parameters and Conduct of Hearing for One-Day and Regular Arbitrations Cases

(1) The procedures described above will be normally be conducted in one (1) day. Each party will have up to four (4) hours to present its case, including rebuttal, to cross-examine the other party's witness(es), and to present opening and/or closing arguments.

(2) The one-day arbitration hearing shall not normally be transcribed; however, the arbitrator may record the hearing.

(3) No post-hearing briefs shall be filed, unless mutually agreed to by the parties.

(4) Either party has the right to submit copies of applicable case law at any time up to the close of the hearing.

(5) Whatever time is not used by either party in their case in chief may be used by that party for rebuttal.

(6) There will be no pre-set limit on the number of hearing days, for the regular arbitrations absent the written consent of both parties to proceeding to the contrary; provided, however that the arbitrator shall have the authority to limit the number of witnesses and/or exhibits to prevent the presentation of cumulative or irrelevant evidence.

(7) If the parties cannot agree, it shall be the sole discretion of the arbitrator to determine who may testify. Upon request of either party, the arbitrator may be asked to make a ruling prior to the hearing, (via a pre-hearing meeting or telephone conference call) on

disputes involving witnesses; provided, however, that the arbitrator shall not exclude witnesses presenting expert medical testimony.

(8) In regular arbitration cases, the arbitrator should render and serve the written award on both parties within thirty (30) calendar days of the close of the record, with the exception noted in Section 3 (b) of this Article.

Section 8. Authority and Decision of the Arbitrator

a. The arbitrator shall have the jurisdiction and authority to hear and decide the arbitration assigned to him/her except:

(1) The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

(2) In accordance with Article 47, Section 5, the arbitrator will have no authority to address any matters excluded from the grievance procedure regardless of the specific allegation(s) or issue(s) raised.

(3) The arbitrator will have no authority to consider new issues, allegations and defenses raised by the grievant that he/she had not previously raised, in writing, at or before the Step 2 grievance meeting. In addition, mere references to an alleged violation of a contract article or to issues, allegations or defenses, without reference to the underlying facts and circumstances supporting the assertion, shall not be arbitrable.

b. The grievant (i.e., moving party), has the burden of proof regarding the merits of the grievance by a preponderance of the evidence with the following two exceptions: Management has the burden of proof regarding a performance-based action by substantial evidence in accordance with Chapter 43 of the Civil Service Reform Act, or a disciplinary or adverse action by a preponderance of the evidence in accordance with Chapter 75 of the Civil Service Reform Act.

c. Any disputes regarding arbitrability will be resolved in accordance with Section 9 of this Article.

d. In one-day arbitration cases, the arbitrator's decision should 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.

e. The arbitrator's decisions will be final and binding, except as altered on appeal or provided by law.

Section 9. Grievability and Arbitrability

The arbitrator designated to hear the case on the merits shall have the authority to make all determinations regarding grievability and arbitrability. If the Department and/or the Union considers a grievance to be non-grievable or non-arbitrable, that issue shall be raised and determined as follows:

a. A party challenging the arbitrability of a grievance based on an alleged failure to timely invoke any Step of the grievance or arbitration procedure may require that a separate hearing (by meeting or teleconference) be held to decide the arbitrability issue. The hearing must be requested no later than thirty (30) workdays before the scheduled arbitration hearing. The arbitrator shall render a decision on a pre-hearing timeliness challenge no later than three (3) workdays following the hearing. A hearing on the merits shall not commence prior to receipt of the arbitrator's decision. If the timeliness challenge is denied, the challenging party must pay all costs related to the challenge. If the timeliness challenge is upheld., the opposing (losing) party must pay all costs related to this challenge.

b. The arbitrator shall have the authority to make all determinations regarding grievability and arbitrability. If the Department or the Union considers a grievance non-grievable or non-arbitrable, it should communicate such determination to the other party at the earliest possible time. A party raising the issue of arbitrability of a grievance may require that a separate hearing (meeting or teleconference) be held to decide the arbitrability issue. The arbitrator will render a decision no later than three (3) days following the meeting or teleconference and prior to any hearing on the merits of the grievance.

Section 10. Review of Outstanding Arbitration Cases

a. The Local 12 President, and/or his or her designees and the Director of the Office of Employee and Labor-Management Relations, and/or his or her designees, shall meet for a period of five (5) days three (3) times during the first year of the collective bargaining agreement and for a period of five (5) days two (2) times per year during each subsequent year of the collective bargaining agreement to address outstanding arbitration cases. Each party may designate up to two (2) representatives to participate in this process.

b. At this meeting, Management and Local 12 will review outstanding arbitration cases, upon mutual agreement, will refer these cases to a third-party mediator for potential settlement and resolution.

c. By mutual agreement, that parties may refer matters other than arbitration cases to a third-party mediator for potential settlement and resolution.

d. Any arbitrations invoked within thirty (30) calendar days prior to the date on which the five (5) day meeting period begins are not subject to this provision.

e. Management and Local 12 agree that all costs related to the mediation under this Section will be shared by the parties.

Article 49
Adverse and Disciplinary Actions

Section 1. Employees Covered

This Article applies to the following bargaining unit employees:

a. Employees in the competitive service who are not serving a probationary or trial period under an initial appointment or who have completed one (1) year of current continuous employment in the same or similar positions under other than temporary appointment limited to one (1) year or less;

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

a. 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. Just cause means a legally sufficient reason to substantiate the action taken. The parties agree that the word "just" does not establish a higher standard than the "for such cause" standard set forth in 5 USC §7503 and 5 §USC 7513.

b. Definitions:

1. Day is a calendar day, unless specified otherwise.

2. Furlough means the placing of an employee in a temporary status without duties or pay because of lack of work or other non-disciplinary cause.

3. Suspension means placing an employee, for disciplinary reasons, in a temporary status without duties or pay for any length of time.

4. Removal is an involuntary separation from federal service that terminates the employer-employee relationship.

5. Indefinite suspension means the placing of an employee in a temporary status without duties and pay pending investigation, inquiry, or further agency action. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action which may include the completion of any subsequent administrative action.

Section 3. Employee Right to Review Material

An employee in the bargaining unit and/or his/her designated representative shall have the right to receive and review all documentary evidence (including the notice of disciplinary or adverse action) relied upon in support of an adverse or disciplinary.

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 as progressive discipline in any disciplinary action subsequently taken against the employee. However, such oral communication can be referenced in a subsequent disciplinary action to show that the employee had notice of the management's objection to the employee's conduct if the conduct objected to by management continues.

b. Counseling, warnings, reprimands, or admonishments that are reduced to writing must be given to the employee if they are to be capable of being relied upon by Management to support 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 47 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 ten (10) workdays, 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 Agency Vice President/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 Human Resources Officer. Such appeals must be made in writing within seven (7) calendar days following receipt of the deciding official's disallowance.

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

a. The negotiated grievance procedure in Article 47 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. 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. Stays of Certain Adverse Actions

a. Upon timely filing of a grievance within five (5) workdays after receipt of a decision to suspend an employee under 5 U.S.C. § 7512, the Department agrees to stay only the following types of actions for the following terms:

   1. Suspensions of fifteen (15) days or more – 45 day stay

   2. Involuntary downgrades – 45 day stay

   3. Removals – No stay

b. Exception: No stay will be provided for an employee or for any action specifically excluded from coverage by 5 U.S.C. 4303, 7502, or 7512. No stay will be provided for any other type of adverse action or for any employee that is not covered or any action that is excluded from coverage under 5 CFR Part 752, Subpart D. No stay will be provided for any personnel action taken in response to criminal allegations or for national security.

Section 9. 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 grievant can elect to file within twenty (20) workdays of the date of the completion of the criminal trial or other disposition of the criminal matter. If an employee elects this option, an arbitrator may take notice.

Section 10. 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.

Section 11. Security Systems

The parties agree that the intent of any security system within the Department is to enhance security and to ensure the safety of all employees. The security system is not a time and attendance system. This does not preclude management from using such data as evidence to support a disciplinary action.

Article 50
Facilities and Services

Section 1. General

The Department agrees to provide, at no cost to the Union, office space (Rooms N-1501 and N-1503) in the Francis Perkins Building (FPB), furniture, and support services as it has provided in the past. The Department will also provide additional locked storage space in the vicinity of Room N-1503. In addition, the Department will provide four (4) former telephone "booth" spaces located in "C" corridors of the FPB. These storage areas shall have doors and locks installed on them. The Department will continue to provide the Union with adequate office space in the Postal Square Building (PSB). In addition, the Department shall provide requested office space in all other outlying buildings, where feasible.

Section 2. Union Bulletin Boards and Kiosks

a. The Department shall continue to provide five (5) kiosks for Local 12 to post materials. Four will be located in the FPB, and one will be located in the PSB. The kiosks are for the transmittal of Union information and/or announcements to employees.

b. Local 12 is responsible for the upkeep of these kiosks and for ensuring that posted materials shall not contain scurrilous, libelous, disparaging, or otherwise inappropriate material.

c. The Department shall provide a bulletin board in each building where there are bargaining unit employees. The Department shall provide, at a minimum, two (2) bulletin boards in the FPB, one near the Snack Bar and

one near the Cafeteria. The specific locations and size of all bulletin boards will be determined by mutual agreement between the parties, 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 shall not contain scurrilous, libelous, disparaging, or otherwise inappropriate material.

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

a. Union Offices. The Department shall continue to provide telephone service in each Union office.

b. Union Representatives. Union representatives shall have access to Departmental telephones for use when necessary to conduct representational business.

Section 4. Parking

a. Assigned Permits. The Department agrees to provide a number of parking permits equal to the number of one hundred percent (100%) official time Officers for the Union's use in the FPB. The permits will be issued in the name of the Union for use by persons designated by the Union. The aforementioned parking permits will be purchased 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 shall accommodate such requests to the extent space is available. Similar protocol applies at other buildings.

Section 5. Use of Departmental Equipment

The Department shall provide the following equipment, with all necessary maintenance and service, for use in the Union Office:

a. color photocopier;

b. facsimile machine; and

c. scanner.

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 in the FPB

a. The Department will provide Local 12 with the use of the HRC Conference Room (N-1649), if it is available, or in the alternative, a designated room of sufficient size (to accommodate at least 15 people) in the FPB on the third Tuesday of each month between 3:00 p.m. and 5:00 p.m. The parties agree that if the day of the meeting is changed, the Union will provide at least 48 hours notice to allow for other accommodations.

b. The Department will provide Local 12 with the use of a designated room of sufficient size (to accommodate at least 35 people) on the third Thursday of each month between 10:00 a.m. and 12:00 p.m. in FPB.

c. The Department will provide Local 12 with the use of a designated room of sufficient size (to accommodate up to 100 people) on the fourth Thursday of each month between 12:00 p.m. and 1:30 p.m.

d. Other than the meeting times and dates set forth in Section 7 (a) through (c) above, the same rules and operating procedures that apply to requests from other entities will be applied to requests for other meetings and space needs from Local 12. Local 12 may not circumvent this requirement by making repeated ad hoc requests, which would have the effect of continual or permanent use of conference space.

Section 8. Meeting Space and Equipment in Other DOL 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 representatives and bargaining unit employees shall be provided in all outlying buildings upon adequate advance notice.

Section 9. Copies of Departmental Rules and Regulations

Management agrees to continue to make available to the Union its regulations as contained in the Department of Labor Manual Series (DLMS) and the Department of Labor Personnel Regulations (DPR). These documents shall be provided in electronic format.

Section 10. Use of Internal Mail System

For the purpose of fostering effective and efficient communications, the Union shall have the opportunity to utilize the Department's internal mail system to distribute its newsletter, and other similar communications, to bargaining unit employees.

Material distributed through the internal mail system will be clearly identified as Local 12 material and may not contain 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 desired distribution deadline.

Section 11. Electronic Mail

For the purpose of fostering effective and efficient communications, the Department shall provide Local 12 with access to the Department's electronic mail system(s) to handle all communications. Such communications shall allow for full discussion of representational issues. The communication shall not contain scurrilous, libelous, disparaging, or otherwise inappropriate material.

Section 12. Facilities and Services Upgrades

The Department shall upgrade software, equipment, and technology in accordance with DOL's IT infrastructure and applicable policies. Further, the Department reserves the right to upgrade physical facilities and security services, as appropriate, in accordance with DOL policies and Government-wide guidance or policies (i.e., GSA regulations, Federal Protective Services policies, or Department of Homeland Security policies).

Section 13. Messages on Earnings and Leave Statements or PeopleTime

a. Local 12 may timely submit to Office of Employee and Labor-Management Relations (OELMR) up to three (3) messages per quarter for publication on Local 12 bargaining unit employees' earnings and leave statements and/or the PeopleTime system. Within technology and/or system capabilities and within the space allotted, the message will be identified as "Local 12 message" and may not contain scurrilous, libelous, or otherwise inappropriate information.

b. Department messages will take precedence over Local 12 messages.

Section 14. Document Security

Upon request, management shall provide each Union representative not housed in N-1503 with one (1) file cabinet with a lock and crossbar to secure confidential information of the bargaining unit employees. In the alternative, management may provide secure space with a lock to store and secure Union-related materials.

Keys or combinations will be made available only to Union representatives designated by Local 12.

Article 51
Duration

Section 1. Effective Date

The Articles or provisions agreed upon by the parties shall become effective on August 29, 2013, subject to ratification by the Union.

Section 2. Duration

This Agreement shall remain in full force and effect for five (5) 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. When such notice is given, the parties shall meet within ten (10) workdays to begin negotiations on ground rules. All provisions of this agreement concerning mandatory subjects of bargaining shall remain in full force and effect during negotiations and until a new contract takes effect.

Section 3. Supplemental Agreement or Understanding

The provisions of any Departmental Supplemental Agreement or Memorandum of Understanding entered into after the effective date of this Agreement shall become a valid part of this Agreement upon the effective date specified in the Supplemental Agreement or Understanding when such Agreement or Understanding is signed by the duly designated representatives of Department Management and the Union. Supplementary Agreements or Understandings that become a part of this Agreement shall be subject to the provisions for termination and reopening as provided in this Article. All Memorandum of Understanding (MOU), signed after March 20, 2005, shall remain in full force and effect under this Agreement. While no other MOUs are carried over under this master Agreement, Article 37, Past Practices, applies to mandatory working conditions that resulted from such former MOUs.

Section 4. 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 41. All other provisions of the Agreement shall remain in full force and effect.

Appendix A
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 B
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 C

Step 2 Grievance Officials*

Organization	**Step 2 Official**
Administrative Review Board	Chair
Benefits Review Board	Chief Judge
Bureau of International Labor Affairs:	
International Child Labor Group	Director
Office of International Economic Affairs	Director
National Administrative Office	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 and Special Studies	Associate Commissioner
Office of Survey Methods Research	Associate Commissioner
Office of Technology and Survey	Associate Commissioner
Office of Administration	Associate Commissioner
Quality Management Staff	Deputy Commissioner
Employee Benefits Security Administration:	
Office of Enforcement	Director
Office of Regulations and Interpretations	Director
Office of Policy and Research	Director
Office of Health Plan Standards and Compliance Assistance	Director
Office of Participant Assistance	Director
Office of Technology and Information Services	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
Employees' Compensation Appeals Board	Chair
Employment Standards Administration:	
Office of Federal Contract Compliance Programs	Director of Operations
Wage and Hour Division	Deputy Administrator
Office of Workers' Compensation Programs	Deputy Director
Office of Management, Administration and Planning	Administrative Officer
OLMS Office of Enforcement and International Union Audits	Director
OLMS Office of Policy, Reports and Disclosure	Director
OLMS Division of Planning, Management and Technology	OLMS Deputy Director
OLMS Division of Statutory Programs	OLMS Deputy Director
Employment and Training Administration:	
Office of Policy Development and Research	Division Chiefs
Office of Policy Development and Research	Division Chiefs
Office of Workforce Investment	Division Chiefs and Office Chief
Office of Workforce Security	Division Chiefs
Office of National Response	Division Chiefs
Office of National Programs	Division Chiefs
Office of Apprenticeship Training, Employer and Labor Services	Division Chiefs
Office of Job Corps	Division Chiefs
Office of Financial and Administrative Management	Division Chiefs and Office Chief
Office of Performance and Technology	Division Chief
Executive Secretariat	Executive Secretary
Mine Safety and Health Administration:	

Office of the Assistant Secretary	Deputy Assistant Secretary
Office of Coal Mine Safety and Health	Administrator
Office of Metal and Nonmetal Mine Safety and Health	Administrator
Office of Assessments	Director
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
Program Evaluation and Information Resources	Director
Occupational Safety and Health Administration:	
Directorate of Enforcement Programs	Director
Directorate of Construction	Director
Directorate of Evaluation and Analysis	Director
Directorate of Standards and Guidance	Director
Directorate of Information and Technology	Director
Directorate of Administrative Programs	Administrative Officer
Office of Administrative Law Judges	Chief Judge
Office of the Assistant Secretary for Administration and Management:	
Human Resources Center	Director
Civil Rights Center	Director
Business Operations Center	Director
Information Technology Center	Director
Office of Security and Emergency Management	Director
Departmental Budget Center	Director
Center for Program Planning and Results	Director
Office of the Assistant Secretary for Policy	Deputy Assistant Secretary
Office of the Chief Financial Officer	Deputy Chief Financial Officer
Office of Disability Employment Policy	Executive Officer
Office of Public Affairs	Director

Office of Small Business Programs	Director
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
Veterans' Employment and Training Service	Director of Operations
Women's Bureau	National Program Coordinator

*Article 47, Section 8.b(2) states: "The Step 2 appeal shall be filed with the senior career program official in the same program as the grievant, designated by the agency.".

NOTE: All merit staffing grievances are to be filed with the agency servicing Human Resources Officer in accordance with Article 47, Section 8.b(3).

DEPARTMENT OF LABOR AND AFGE LOCAL 12 GRIEVANCE FORM

General Information

Name of Grievant: _____

Agency: _____

Name of Local 12 Representative: _____

Name of Supervisor/Management Official filed with:

_____

Type of Grievance:

- Employee
- Union
- Department

Step One Grievance
Date of Alleged Violation: _____

_____ work days from alleged violation date

Alleged Violations:

Contractual: _____

_____

Statutory or regulatory violations: _____

_____

Underlying facts of the grievance: _____

_____

_____

_____

Remedy Sought: _____

_____

Signature: _____

Date: _____

Step Two Grievance

Name of Supervisor/Management Official filed with:

_____

Alleged Violations:

Specific description of how each contract article, section and/or subsection was violated: _____

_____

_____

Specific description of how each statute or regulation was violated:

_____

_____

_____

_____

Remedy Sought: _____

_____

_____

_____

_____

Issues and/or allegations not raised during the Step 2 grievance process will not be addressed by an arbitrator (See Article 48, Section 8). However, the Step II grievance any be amended at any time prior to the issuance of the Step II decision.

Signature: _____

Date: _____