TABLE OF CONTENTS

Article Number	Title	Page Number
1	Coverage	1
2	Precedence of Laws and Regulations	2
3	Employee Rights	3
4	Employer Rights	8
5	Representation Rights and Duties	9
6	Union Official Time	12
7	Dues Withholding	17
8	Facilities and Services	25
9	Negotiations	28
10	Promotions and Other Competitive Actions	31
11	Details, Temporary Promotions and Reassignments	44
12	Part-Time Career Act (PTCA) Employees	48
13	Retirement/Resignation	50
14	Reduction-In-Force	51
15	Personnel Records	52
16	Position Classification	54
17	Training	56
18	Performance Appraisals	59
19	Awards	73
20	Hours of Work	79
21	Overtime	85
22	Annual Leave	87
23	Sick Leave	91
24	Family Leave	96
25	Voluntary Leave Transfer Program	99
26	Administrative Leave	104
27	Leave of Absence	107
28	Probationary Employees	108
29	Disciplinary Actions	111
30	Adverse Actions	115
31	Actions Based on Unacceptable Performance	119
32	Negotiated Grievance Procedure	124
33	Arbitration	130
34	Expedited Arbitration	134
35	Equal Employment Opportunity (EEO)	138
36	Safety and Health	142
37	Labor-Management Relations Committee	147
38	A-76 Contracting Out	149
39	Flexiplace	152

Appendix A	**Glossary of Terms**	**A-1**
Appendix B	**Miranda Rights**.	**A-2**
Appendix C	**Kalkines Rights**.	**A-3**
Appendix D	**Dues Withholding Tape Codes**	**A-4**
Appendix E	**Merit Promotion Application, PD F 4828-1**.	**A-5**
Appendix F	**Designation of Officials**	**A-6**

ARTICLE 1

COVERAGE

Section 1

Coverage

A. The following employees are included in the bargaining unit covered by this Agreement: All non-supervisory, professional, and non-professional general schedule, wage grade, and term employees of Public Debt.

B. The following employees are excluded from the bargaining unit covered by this Agreement: All management officials; supervisors as defined in 5 USC 7103(a)(10); employees engaged in Federal personnel work in other than a purely clerical capacity; any employee primarily engaged in investigations or audit functions relating to work of individuals employed by Public Debt whose duties directly affect the internal security of Public Debt; confidential employees; Student Temporary Employment Program employees and temporary employees.

1. Consistent with law, employees occupying the following positions are examples of confidential employees for purposes of this Agreement:

   a. Secretary to the Commissioner/Deputy Commissioner

   b. Secretary to an Assistant Commissioner/Deputy Assistant Commissioner or equivalent

   c. Secretary to a Division Director/Deputy Division Director or equivalent

   d. Secretary to a Branch Manager or equivalent

   e. Secretary to a Section Chief or equivalent

ARTICLE 2

PRECEDENCE OF LAWS AND REGULATIONS

Section 1

Laws and Regulations

In the administration of all matters covered by this Agreement pursuant to the policy set forth in the Civil Service Reform Act (CSRA), officials and employees are governed by existing and future statutes; Government-wide rules and regulations in effect upon the effective date of this Agreement; Government-wide rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement; and any other appropriate Department of the Treasury policies and regulations which do not conflict with this Agreement.

Section 2

Personnel Directive System

To the extent that provisions of the Public Debt Personnel Directive System are in specific conflict with this Agreement, the provisions of this Agreement will govern.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1

Participation in Labor Organization

A. An employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the CSRA of 1978, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

B. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction or through cash payment.

C. The initiation of grievances in good faith by employees will not cause any reflection on their standing with their supervisor or on their loyalty or desirability to their organization. Employees and their employee representatives involved in the exercise of their statutory rights or in the exercise of their contractual rights as outlined in this contract shall be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

D. Public Debt agrees to introduce incoming employees to the appropriate National Treasury Employees Union (NTEU) steward. At that time, the steward will have the opportunity to present the following information card:

NATIONAL TREASURY EMPLOYEES UNION
CHAPTER _____

The exclusive representative for all eligible employees in Public Debt is Chapter _____* of the National Treasury Employees Union (commonly known as "NTEU"). So that NTEU Chapter _____* may provide maximum service to employees, NTEU invites you to furnish the following information on a self-addressed card:

NAME

_____

Last First MI

ADDRESS

_____

Number & Street City State & Zip

SSN_____HOME PHONE_____
DIVISION_____BRANCH_____
NTEU MEMBER? YES_____NO_____
DUES PAID BY: WITHHOLDING_____CASH_____
NTEU INSURANCE: LIFE____ACCIDENT___INCOME___
NAME OF SPOUSE:_____

*The blanks are to be filled in with the number of the appropriate NTEU Chapter.

Section 2

Dignity

Public Debt and NTEU will recognize and respect each other's dignity and the dignity of all employees in the formulation and the implementation of personnel policies and practices.

Section 3

Outside Employment

A. With advance approval, an employee may engage in outside employment or other outside activity (with or without compensation) that does not:

1. Interfere with the efficient performance of their official duties.

2. Possibly bring discredit on or cause unfavorable and justifiable criticism of the Government.

3. Reasonably result in a conflict of interest, or apparent conflict of interest, with official duties and responsibilities.

4. Violate any law, Executive Order, or any applicable rule or regulation.

B. An employee who wants to pursue outside employment or other outside activities requiring advance approval must submit an Outside Employment or Business Request, PD F 3514, to the immediate supervisor for approval by the Human Resources Division prior to the employee engaging in such employment or activities.

C. An employee will normally submit the application at least ten (10) workdays prior to engaging in such employment or activity. Public Debt will normally process the application within ten (10) workdays of receipt.

D. If mitigating circumstances prevent processing the application within ten (10) workdays of receipt, Public Debt will notify the employee promptly. If mitigating circumstances prevent the employee from submitting the application ten (10) workdays prior to engaging in such employment or activities, the employee will notify Public Debt promptly.

E. Such approval will not be subsequently denied except when new facts or circumstances become known to Public Debt that would warrant denial for the reasons set forth in Section 3A. of this Article.

F. If an employee's request is disapproved, Public Debt's reasons for denial will be noted on the application. Employees may grieve the denial of a request in accordance with Article 32 of this Agreement.

Section 4

Off-Duty Conduct

An employee's conduct during off-duty hours, which does not adversely reflect on the integrity of Public Debt, will not have an adverse effect on any evaluation of the employee's performance unless such conduct has a direct impact on the employee's ability to perform the job.

Section 5

Supervisory Instructions

In the event of a difference of opinion between an employee and his or her supervisor on a matter pertaining to the way in which work should be done, the employee shall comply with the lawful instructions of the supervisor. The supervisor shall assume full responsibility for those instructions if they are carried out in the manner prescribed by the supervisor. The employee shall have the option in such situations of faithfully and accurately reducing the supervisor's instructions to writi

writing and the supervisor shall initial these written instructions if they faithfully and accurately reflect the instructions given. Nothing in this section shall be construed as affecting Public Debt's right to assign work as prescribed by law.

Section 6

Political Activity

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

Section 7

Pay

A. Public Debt and NTEU agree that employees have a right to receive proper pay in a timely manner subject to the conditions under the direct control of Public Debt.

B. Upon request, Public Debt will offer assistance to employees filing a request for waiver of overpayment received in good faith consistent with governing rules and regulations.

C. An employee will be provided with a replacement salary payment as soon as possible after notifying Public Debt that it failed to provide the employee with a salary payment that was regularly due.

Section 8

Investigatory Interviews

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

A. Employees will be notified of their rights pursuant to 5 USC 7114(a)(2)(B) to be represented by NTEU during an investigatory interview as described in Article 5, Section 2A.2. This notification may be given orally or in writing prior to the beginning of the interview. If during an interview an employee who is not initially the subject of an investigation provides information that would potentially make the employee the subject of an investigation, the employee will be advised orally or in writing of their rights.

B. Where the subject of an investigation is being interviewed regarding possible criminal misconduct, the employee shall be entitled to all rights and protections provided by law. (e.g. Miranda and Kalkines Warnings: See Appendices B and C.)

C. When the person being interviewed is accompanied by a representative furnished by NTEU, the role of the representative includes, but is not limited to, the following:

1. Clarifying questions

2. Clarifying answers

3. Assisting the employee to provide favorable or extenuating facts

4. Advising the employee

D. Public Debt is entitled to require truthful employee responses to questions in matters of official interest.

Section 9

Participation in United States Savings Bond Program

While recognizing that the United States Savings Bond Program is beneficial, Public Debt recognizes that participation by employees in this program shall be voluntary. Therefore, employees will not be adversely affected by their refusal or failure to participate in the program.

ARTICLE 4

EMPLOYER RIGHTS

Section 1

5 USC 7106(a)

Nothing in this Agreement shall affect the authority of Public Debt:

A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer.

B. In accordance with applicable laws—

1. To hire, assign, direct, lay off, and retain employees, 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 Public Debt 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.

4. To take whatever action that may be necessary to carry out Public Debt's mission during emergencies.

Section 2

5 USC 7106(b)

Nothing in this Article shall preclude Public Debt, at its election, from negotiating on the numbers, types, and grades of unit employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.

ARTICLE 5

REPRESENTATION RIGHTS AND DUTIES

Section 1

Exclusive Representative

NTEU has exclusive recognition as the labor organization representing bargaining unit employees. NTEU is entitled to act for and negotiate collective bargaining agreements covering all unit employees in the unit. NTEU is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2

Attendance at Meetings/Orientation

A. NTEU shall be given the opportunity to be represented at:

1. Any formal discussion between one or more representatives of Public Debt and one or more unit employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

2. Any examination of a unit employee by a representative of the Employer in connection with an investigation, if:

   a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

   b. The employee requests representation.

B. NTEU shall be provided thirty (30) minutes at the conclusion of each orientation session to address new unit employees. NTEU will be provided advance notice of such orientation sessions and will be granted official time for its presentation. Employee attendance will be voluntary.

Section 3

Notification of Employee Rights

Public Debt shall annually inform employees of their rights under Section 2A.2. of this Article.

Section 4

Collective Bargaining Agreement

Public Debt and NTEU, through appropriate representatives, shall meet and negotiate in good faith for the purpose of arriving at a collective bargaining agreement. In addition, Public Debt and NTEU may determine appropriate techniques, consistent with the provisions of Section 7119 of the CSRA, to assist in any negotiation.

Section 5

Refusal to Represent

NTEU may refuse to represent employees in statutory appeals; for example, before outside agencies such as the Merit Systems Protection Board (adverse actions) or the Equal Employment Opportunity Commission (discrimination appeals). NTEU may refuse to represent employees in other matters where employees have the statutory right to choose other representatives (for example, replies to proposed suspensions, adverse actions, reductions in grade, or removals based on unacceptable performance).

Section 6

Negotiations/Furnishing Data

The duty of Public Debt and NTEU to negotiate in good faith under Section 1 of this Article shall include the obligation:

A. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement.

B. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment.

C. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays.

D. In the case of Public Debt, to furnish to NTEU, or its authorized representative, upon request and, to the extent not prohibited by law, data:

   1. Which is normally maintained by Public Debt in the regular course of business;

2. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

3. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

E. If agreement is reached, to execute on the request of any party to the negotiations a written document embodying the agreed terms and to take the necessary steps to implement such agreement.

Section 7

Agency Head Review

A. An agreement between Public Debt and NTEU shall be subject to approval by the head of the Agency.

B. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed if the agreement is in accordance with the provisions of the CSRA and any other applicable law, rule, or regulation (unless the Agency has granted an exception to the provision).

C. If the head of the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and shall bind Public Debt and NTEU subject to the provisions of the CSRA and other applicable laws, rules, or regulations.

D. A local agreement subject to a national or other controlling agreement at a higher level shall be approved under the procedures of the controlling agreement or, if none, under regulations prescribed by the Agency.

ARTICLE 6

UNION OFFICIAL TIME

Section 1

Stewards

Public Debt agrees to recognize stewards designated by NTEU.

A. The number of stewards will be as follows:

1. Chapter 190 may designate one (1) Chief Steward, one (1) Assistant Chief Steward, and thirty (30) stewards-at-large.

2. Chapter 269 may designate one (1) Chief Steward, one (1) Assistant Chief Steward, and eight (8) stewards-at-large.

B. NTEU agrees to provide Public Debt with a complete list of stewards and alternate stewards.

C. NTEU will advise Public Debt of steward assignment changes at least three (3) workdays before the effective date of such changes.

D. An alternate steward may perform labor relations responsibilities in the absence of the steward and when the steward is unavailable because of job responsibilities or other union assigned responsibilities.

E. Each steward and alternate steward must be a bargaining unit employee.

Section 2

Bank Time/Reasonable Time

A. Each chapter shall receive a bank of official time at the beginning of each contract year. Each chapter shall determine the distribution of its official time. The total amount of time in each chapter bank for each contract year shall be determined as follows:

1. Chapter 190 will be receive two and one-half (2 1/2) hours of official time for each bargaining unit employee in Chapter 190 on the rolls on the effective date of this Agreement and at the beginning of each subsequent contract year.

2. Chapter 269 will receive three and one-half (3 1/2) hours of official time for each bargaining unit employee in Chapter 269 on the rolls on the effective date of this Agreement and at the beginning of each subsequent contract year.

B. The bank of official time created in Section 2A. of this Article shall be used for the following purposes:

1. Conferring with employees on matters for which remedial relief may be sought under this Agreement.

2. Investigating matters for which employees may seek remedial relief under this Agreement.

3. Interviewing and preparing witnesses.

4. Reviewing documents of the Employer which are not available during non-duty hours (copies of documents which are relevant to the matter being investigated will be provided to the union steward upon request).

5. Preparing grievances or grievance appeals.

6. Preparing statutory complaints or appeals.

7. Preparing replies to notices of proposed disciplinary, adverse, or unacceptable performance actions.

8. Preparing for joint labor-management activities authorized by this Agreement.

9. Preparing for arbitration of grievances or adverse actions.

10. Preparing reconsideration statements in connection with denied within-grade step increases.

11. Attending NTEU-sponsored training as referenced in Section 3 of this Article.

12. Meeting with National Staff Representatives of NTEU in connection with grievances, arbitrations, or ULP charges.

13. Participating in Federal Labor Relations Authority investigations or hearing preparations as representatives of NTEU.

14. Preparing and maintaining records and reports required by the Department of Labor.

15. Participating in any other activity which CSRA allows employees to use official time.

16. Engaging in lobbying activities on matters concerning employees' conditions of employment.

C. Each recognized Steward, Assistant Chief Steward, Chief Steward, and Chapter President shall receive a reasonable amount of official time for the following purposes:

1. Attending joint labor-management meetings as provided for in this Agreement.

2. Conferring or meeting with the Employer on matters other than negotiations.

3. Presenting grievances.

4. Participating in hearings or meetings held under statutory complaints and appeals procedures.

5. Attending formal discussions between the Employer and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

6. Addressing orientation sessions pursuant to Article 5, Section 2B.

7. Attending meetings with Public Debt for the purpose of presenting replies to notices of terminations of probationers when terminated for post-employment reasons, or notices of proposed terminations of probationers when based on pre-employment reasons.

8. Attending meetings with Public Debt for the purpose of presenting reconsideration replies in connection with the denial of within-grade step increases.

9. Attending any examination of an employee in the unit by a representative of Public Debt in connection with an investigation if:

   a. The employee reasonably believes that the examination may result in disciplinary action against the employee, and

   b. The employee requests NTEU representation.

10. For the purpose of participating in arbitration hearings.

D. An affected employee shall receive a reasonable amount of official time to take part in the activities referenced in Sections 2B. and 2C. of this Article. However, in those instances where NTEU acts as the representative of more than one (1) grieving employee on one (1) or more grievances involving the same facts and the same issue, official time will be granted to employees in accordance with the following formula:

No. of employee grievants	No. of employees authorized official time
1-3	1-3
4-10	2
11-19	3
20 or more	4

By mutual agreement between Public Debt and NTEU, the number of employees in a grievance meeting may be increased.

E. Union officials participating in labor-management partnership activities and/or other cooperative effort activities will notify their supervisors in accordance with Section 5A. of this Article. Time spent on partnership activities will be recorded on PD 4388-1. Time spent participating will not be charged to bank time under this Article.

Section 3

Training

A. During the first year of this Agreement, up to twenty-four (24) hours of bank time will be granted for attending nationally sponsored training in the administration of this Agreement to Stewards, Assistant Chief Stewards, Chief Stewards, and Chapter Presidents, subject to the work requirements of Public Debt. For each subsequent contract year, up to eight (8) hours of bank time will be granted for this purpose.

B. During the life of this Agreement, stewards who did not use the bank time allowed in Section 3A will be granted up to eight (8) hours of bank time annually for the purpose of training in the administration of this Agreement.

C. In addition to the bank time provided for in Sections 3A. and 3B., each chapter will receive a bank of 1000 hours per contract year to attend nationally sponsored training, chapter sponsored formal training, or other labor relations training seminars, symposiums, and

one (1) time training sessions. Unused training hours may be carried over from contract year to contract year. The training bank time for each chapter will be capped at 1500 hours per contract year.

D. Travel to and from training sessions will be taken from the 1000 hour bank.

E. At the employee's option, any additional time needed to attend training sessions may be taken as annual leave or leave without pay, subject to the work requirements of Public Debt.

Section 4

National Sponsored Events

Upon thirty (30) calendar days notice, Public Debt may authorize annual leave or leave without pay to any NTEU National Officers, the President, First Vice President, Second Vice President, Secretary, Treasurer, and Chief Steward of each chapter for the purpose of attending national conventions or business meetings sponsored by the National Office.

Section 5

Notification Procedures

A. Union representatives or employees engaging in activities authorized under this Article will make arrangements with their immediate supervisor when requesting to use official time and/or leave their work area. Such arrangements will include the general nature of the activity involved and should allow the supervisor to contact the representative or employee, if necessary. Except when precluded by work requirements or work schedules, the supervisor will honor such requests.

B. By mutual agreement, the steward and immediate supervisor may devise notification procedures that meet the requirements of this Section.

C. If a representative must enter a work area for a brief interaction with an employee concerning representational issues, the representative agrees not to disrupt the work area.

ARTICLE 7

DUES WITHHOLDING

Section 1

Eligibility

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

A. Are members in good standing with NTEU.

B. Have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

C. Receive compensation sufficient to cover the total amount of the allotment.

Section 2

NTEU Responsibilities

NTEU agrees to assume responsibilities for:

A. Informing and educating its members on the voluntary nature of the system for union dues allotment, including the conditions under which the allotment may be revoked.

B. Purchasing and distributing to employees Standard Form 1187.

C. Forwarding properly executed and certified Standard Form 1187(s) to the Human Resources Division on a timely basis.

D. Forwarding employee revocations (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Human Resources Division when such revocation is submitted to NTEU.

E. Informing the Human Resources Division of the name of any participating employee who has been expelled or ceases to be a member in good standing with NTEU within ten (10) workdays of the date of such final determination.

F. Informing the Human Resources Division of any change in the formula for membership dues.

G. Returning magnetic tape(s) with protector to the NFC as soon as possible.

H. Informing Public Debt of changes in certification and remittance procedures as listed in Section 3.

Section 3

Certification and Remittance

Certification and remittance procedures shall be as follows:

A. Dues will be wire transferred to the bank account designated by NTEU.

B. Dues tapes will be mailed to the Director of Information Systems, National Treasury Employees Union, Suite 600, 901 E St., NW, Washington, DC 20004.

C. NTEU's National President or any chapter officer who has submitted proper notification to the Human Resources Division is authorized to make the necessary certification of Standard Form 1187.

Section 4

Public Debt Responsibilities

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

A. Upon receiving a properly certified Standard Form 1187, Human Resources Division stamps the date received on the back of the form and forwards it to the payroll office within three (3) workdays of its receipt.

B. Provide information to NFC for withholding dues on a biweekly basis.

C. Authorize NFC to provide biweekly, sufficient magnetic tape reels to contain information on the Record Format, Record Format Positions, and the total gross amount deducted for all employees, the total amount of prescribed costs retained, and the net amount remitted.

D. Discontinue allotments when required by OPM and Department of the Treasury regulations.

E. Authorize NFC to withhold new amounts of dues upon certification from the NTEU National President as long as the amount has not been changed during the past twelve (12) months.

F. Authorize transmittal of remittance checks to the allottee designated by NTEU.

G. Authorize transmittal of magnetic tape reels pursuant to Section 3B. of this Article to NTEU or its designee.

H. Upon receiving the properly executed Standard Form 1188 or other revocation document, the Human Resources Division, stamps the date received on the form or other revocation document and forward the original and copy to the payroll office within three (3) workdays after receipt.

I. Will provide local NTEU Chapters a copy of Standard Form 1188 or other revocation documents received in the Human Resources Division within three (3) workdays. A copy of the form need not be provided to NTEU if it was initialed by the Chapter President or designated official when submitted to the Human Resources Division.

J. Provide each NTEU Chapter a listing of all employees' status each pay period including their bargaining unit positions.

K. Provide NTEU National an electronic file each January, April, July, and October which will contain the names, grades and steps, position titles, divisions, branches, groups, units, sections, posts-of-duty, job position series, whether CSRS or FERS, years of service, appointment types (career, career conditional, temp, term, etc.), work schedules, and dues withholding status for all employees in the unit.

Section 5

Allotment Changes

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

Section 6

Overpayments

A. Each pay period, the Employer will forward a copy of any bill for dues overpayments, with an accompanying document prescribed by the Debt Collection Act of 1982, to the

Administrative Controller, National Treasury Employees Union, Suite 600, 901 E Street, NW, Washington, DC 20004. This bill will identify amounts which were reimbursed to employees as a result of dues withholding, and the pay periods in which the overpayments were made to NTEU. The document accompanying the bill will include a statement that debts due to the government for more than thirty (30) days are subject to interest, to the extent required by law, as well as Treasury Department policy regarding the assessment of other fees if delinquent. The bill sent to NTEU will request payments be made payable to "U.S. Department of Agriculture" and will specify that the payment and a copy of the bill be mailed to an address designated on the bill for the USDA National Finance Center. The right of NTEU to request a waiver of overpayment in accordance with 4 CFR 101 or to dispute the amount of the overpayment will also be contained in the accompanying document. A copy of the bill and accompanying document will be forwarded to the Human Resources Division for use in determining the start of the period for requesting waivers by NTEU.

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

Section 7

Errors in Withholdings

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

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

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

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

1. They have the right to request a waiver of overpayment pursuant to 4 CFR Part 91.

2. Denials of employee requests for waiver of overpayment will be subject to the grievance procedure as outlined in Article 32 of this Agreement.

E. Public Debt and NTEU will resolve disputes arising out of dues withholding situations at the local level. If the matter is not resolved, either party may invoke expedited arbitration in accordance with Article 34.

Section 8

Effective Dates

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

A. Starting dues withholding—Beginning of first full pay period after date of receipt of properly executed and certified Standard Form 1187 in the Human Resources Division.

B. Change in amounts of dues—Beginning the first full pay period after receipt of certification in the Human Resources Division.

C. Revocation after one (1) year membership—Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the Human Resources Division during the month of July. Revocations will become effective during the first full pay period in September. Employees may at their option provide a copy of the Standard Form 1188 to the NTEU Chapter President or designated official or submit it directly to the Human Resources Division.

D. Revocation before one (1) year anniversary of membership—Revocation notices for employees who have not had dues allotments in effect for one (1) year must submit the revocation notices on or before the one-year anniversary date of their dues allotment.

Employees may at their option provide a copy of the Standard Form 1188 to the NTEU Chapter President or designated official or submit it directly to the Human Resources Division. The Standard Form 1188 will become effective the first full pay period after the employee's anniversary date.

E. Termination due to loss of membership in good standing—Beginning of first full pay period after date of receipt of notification in the Human Resources Division.

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

Section 9

Movement of Employee to Bargaining Unit Position

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

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

Section 10

Movement of Employee to Nonbargaining Unit Position

When a dues paying bargaining unit employee is permanently placed in a nonbargaining unit position, the employee will be supplied with the form shown below. The local chapter will be provided a copy of the form. The subject form follows:

TO:
FROM:
SUBJECT: Termination of Union Dues Withholding

Regulations governing dues withholding to a labor organization require that dues withholding be canceled automatically whenever an employee is assigned to a non-bargaining unit position.

You were recently subject to a personnel action which will automatically terminate your dues withholding. The final dues withholding will be made for the last pay period during which you were in the bargaining unit.

If you are interested in continuing your membership, or if you have any other questions regarding the termination of dues withholding, contact a representative of (NTEU Chapter 190) or (NTEU Chapter 269).

CC: NTEU Chapter (190) or (269)

Section 11

Dues Tapes

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

1. Whether the employee retired or separated.

2. Whether the employee is continuing to be carried in nonduty status.

3. Whether the employee is full time, part time, seasonal, intermittent, term, temporary, permanent, or career conditional.

4. The geographic locality of each employee used to determine the appropriate locality pay.

5. The base pay of each employee, his or her grade and step, pay structure (for example, general schedule or wage grade, etc.), the total dues withheld.

6. The national dues withheld, local dues withheld, and total dues withheld.

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

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

Section 12

Discretionary Allotments

Employees may elect as many as six (6) additional allotments (which are not savings allotments) that employees may use to have additional voluntary deductions withheld from their pay. Such

discretionary allotments may be used, consistent with regulations, for various purposes such as insurance, NTEU's Political Education Fund, day care facilities jointly sponsored by Public Debt and NTEU, or other union related benefits which may be offered by NTEU.

Section 13

Duration of Article

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

ARTICLE 8

FACILITIES AND SERVICES

Section 1

Space

A. It is agreed that, upon adequate notice by NTEU, Public Debt will provide meeting space as available for chapter meetings to be held during non-duty hours. It is agreed that NTEU will comply with all security and housekeeping rules in effect on Public Debt's premises at that time and place.

B. Public Debt, upon advance request, will provide NTEU with appropriate meeting space provided such space is available and the purpose of the meeting is preparing and/or discussing a grievance or other matter covered by a regulatory or statutory appeals procedure.

C. On advance notice by NTEU of not less than three (3) workdays prior to an election, Public Debt will provide space for the placement of ballot boxes being used in conjunction with Chapter Officer elections governed by local chapter bylaws. NTEU will assume the responsibility for the safety and security of the ballot boxes.

Section 2

Distribution of Material

A. Upon NTEU's request, bulletin board or other posting space of approximately 24" x 36" on each floor in each building occupied by bargaining unit employees will be furnished to NTEU. In the case of SBMO, this will only apply to the Headquarters and District Offices. This bulletin board space will be for NTEU's exclusive use under a heading entitled *NTEU Chapter*_____ (the blank to be filled in with the appropriate Chapter number).

B. Employee representatives of NTEU may distribute material on Public Debt premises provided the employees distributing are on their own time.

C. Material which does not reflect on the integrity or motives of any individuals, other labor organizations, government agencies, or activities of the Federal government may be posted or distributed.

Section 3

Contracts

Public Debt agrees to:

A. Print and distribute a copy of this Agreement for each member of the unit.

B. Provide a copy this Agreement to each new employee in the unit.

C. Supply one hundred (100) copies of this Agreement to the National Office of NTEU and fifty (50) copies to each Chapter.

Section 4

Telephones

A. Public Debt agrees that NTEU stewards will have access to a designated telephone to carry out their responsibilities under the terms of this Agreement.

B. The Chapter Presidents, Vice-Presidents, Chief Stewards and Assistant Chief Stewards shall have access to government telephones equipped with FTS for labor-management business.

C. Public Debt agrees to list in its telephone directory the names of each Chapter President and steward and the work telephone numbers at which they can be reached. These names and numbers will be updated when Public Debt updates the directory.

Section 5

Listings

A. Public Debt will provide each Chapter with listings of all personnel on a monthly basis. One listing will be by organization and the other will be in alphabetical order. These listings will contain, at a minimum, employee names, position titles, series and grade, and bargaining unit designation. Public Debt will also provide NTEU, monthly, a list of all new employees who entered on duty with Public Debt within the previous month.

B. Public Debt shall provide NTEU annually, consistent with applicable law and regulation, a detailed list of all bargaining unit employees and their mailing addresses grouped by Chapter.

Section 6

Use of Mail System

Public Debt agrees to deliver mail pertaining to NTEU representation activities via the intra-agency mail system.

Section 7

NTEU Facilities

Each Chapter of NTEU will be provided with enclosed office space which is of reasonable size and accessible to employees and which contains at least one (1) desk, two (2) file cabinets, a table, necessary chairs, a computer with printer, and a speakerphone, but no less than what has previously been provided.

Section 8

Use of Photocopy Equipment

NTEU shall have access to Public Debt's photocopy equipment. NTEU will participate in machine usage surveys. This equipment will be used for labor-management relations business.

Section 9

Use of Electronic Mail

Each chapter will be permitted to use Public Debt's electronic mail system for union-management business. Each Chapter will be responsible for controlling access to its mail site and will follow the appropriate requirements for ensuring computer security. Public Debt will make the necessary arrangements for NTEU to access the system.

Section 10

Fund Raisers

NTEU may conduct fund raisers on Public Debt property provided that advance approval is obtained from the Human Resources Division and they are conducted in a manner that is consistent with appropriate rules and regulations.

ARTICLE 9

NEGOTIATIONS

Section 1

General

A. To the extent required by law, the parties agree to engage in impact and implementation, mid-term, and term bargaining.

B. In the interest of Partnership, the Parties may attempt to use informal resolution techniques, if appropriate, to address changes prior to giving formal notice and engaging in traditional bargaining.

C. Provided Public Debt still intends to implement the change, proposals declared non-negotiable and subsequently found negotiable by the FLRA will be negotiated by the Parties after the finding. Additionally, any issue/proposal that has been fully negotiated and declared nonnegotiable through Agency Head Review and subsequently found negotiable by the FLRA will be implemented as originally negotiated.

D. There shall be no external publicity regarding the negotiations by either Party unless and until third-parties enter into negotiations.

E. There will be no limit to the number of NTEU National Staff that may attend any of the negotiating sessions in Section 1A.

Section 2

Impact and Implementation

A. If a proposed change in personnel policies, procedures, or conditions of employment will have an impact that is more than de minimis, reasonable advance notice will be provided, in writing, to the appropriate Chapter President(s) or the designated Public Debt representative, as appropriate, in order to allow the Parties to exercise their right to negotiate concerning the substance, impact and implementation of proposed changes. In the event the change involves both Chapters, the NTEU National Field Representative will also be notified.

B. If negotiations are desired, the responding party will submit counter proposals within a reasonable period of time following the conclusion of any briefing or exchange of information concerning proposed changes in personnel policies, procedures, or conditions of employment.

C. The following ground rules will govern the conduct of impact and implementation negotiations:

1. Negotiations will take place during the regular administrative workday.

2. NTEU may have the same number of negotiators at the table as Public Debt. In those cases where both NTEU Chapters are involved, a minimum of one (1) negotiator from each Chapter will be allowed. The bargaining unit employees at the table shall be on official time for negotiations, caucuses, and any impasse resolution processes.

3. Public Debt will provide the site for negotiations.

D. For Employer-initiated national changes, Public Debt shall pay travel and per diem expenses for up to two (2) negotiators designated by NTEU. It is understood that no more than one (1) negotiator will be designated for reimbursement from each Chapter. Payment of travel and per diem will be subject to applicable laws, rules, regulations and budgetary constraints.

E. The Parties agree that every reasonable effort will be made to avoid travel and per diem costs by utilizing alternative means such as conference calls, if appropriate.

Section 3

Mid-Term

A. After this Agreement is in effect for twenty-four (24) months, each Party may reopen negotiations on three (3) articles of the contract. By mutual agreement, more than three articles may be reopened. In order to reopen, either Party must submit notification to the other Party within sixty (60) calendar days following the twenty-four (24) month period. Such notification will include the articles which they wish reopened and a brief statement of the main interests and/or issues of concern.

B. This Agreement may only be reopened at other times by mutual consent of the Parties to amend existing provisions. Any request for reopening shall include a written summary of the proposed provisions. The Parties will meet within thirty (30) calendar days if there is a mutual agreement to open negotiations. Negotiations shall be limited to those

matters addressed in the request to reopen. Amendment(s) agreed to by the Parties will be duly executed. Amendments resulting from these negotiations shall be effective on a date determined appropriate by the Parties.

C. Public Debt will authorize travel and per diem for at least two (2) NTEU negotiators for bargaining.

D. The Parties agree that every reasonable effort will be made to avoid travel and per diem costs by utilizing alternative means such as conference calls, if appropriate.

Section 4

Term

A. The Parties agree to execute this Agreement within ten (10) workdays after it has been ratified by NTEU. This Agreement shall become effective upon approval by the Department of the Treasury, or sixty (60) days following execution by the Parties, whichever comes first.

B. The Parties agree that this agreement will remain in full force and effect for a four (4) year period from the effective date of the Agreement. It will remain in effect for yearly periods thereafter unless either Party serves the other Party with a written notice, at least one hundred and twenty (120) days prior to the expiration date, of its desire to terminate or modify this Agreement. Such written notice shall be accompanied by a written statement of the main interests and/or issues of concern. The Party receiving the written notice may deliver a written statement of interests and/or issues of concern to the other Party on any other provisions to be included in the Agreement. The Parties shall begin negotiations as soon as possible after issues and/or interests are exchanged. Such negotiations shall be limited to those articles identified.

C. If negotiations, including impasse procedures, are not concluded and a new collective bargaining agreement is not approved and in effect prior to the expiration of the current agreement, the current agreement shall remain in full force and effect until a new agreement is reached and put into effect.

D. If any provision of this Agreement is found or declared to be invalid by a court of competent jurisdiction, other third-party, or by government regulation or decree, such decision(s) shall not invalidate the entire Agreement. It is the intention of Public Debt and NTEU that all provisions not found or declared to be invalid shall remain in full force and effect for the duration of the Agreement.

ARTICLE 10

PROMOTIONS AND OTHER COMPETITIVE ACTIONS

Section 1

General

The purpose of this Article is to ensure that all competitive promotions to bargaining unit positions and other competitive placement actions to bargaining unit positions, as set forth in Section 2A. of this Article, are made on a merit basis by means of systematic and equitable procedures.

Section 2

Coverage

A. The terms and conditions of this Article will apply to all placement actions except those listed in Section 2B. below. For example:

1. Filling bargaining unit positions by promotion.

2. Filling bargaining unit positions with known promotion potential higher than the potential of the employee's current position by promotion, demotion, reassignment, or transfer, or by reinstatement to a position higher than the last non-temporary position held (see Section 2B.2. for exception).

3. Filling bargaining unit positions by temporary promotion for more than one hundred twenty (120) calendar days.

4. Selecting for training programs when training is a criterion for promotion to a bargaining unit position or promotion or reassignment to a bargaining unit position with known promotion potential.

5. Filling bargaining unit positions by any of the placement actions referred to in Sections 2A.1. through 2A.4. of this Article when applicants other than bargaining unit employees are to be considered.

6. Detailing to higher graded positions or to positions with known promotion potential for more than one hundred twenty (120) calendar days.

B. The only exceptions to the coverage of this Article will be as follows:

1. Promotions of occupants of career-ladder positions to the full-performance level.

2. Promotions to positions which have been upgraded without significant change in duties and responsibilities (for example, change in classification standards).

3. Promotions resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities.

4. Re-promotions to grades or positions from which an employee accepted a change to lower grade within Public Debt without personal cause (that is, without misconduct or unacceptable performance on the part of the employee). The grade must have been previously held on a permanent basis in the competitive service.

5. Through mutual agreement between Public Debt and NTEU, repromotions to grades or positions from which an employee accepted a change to lower grade outside Public Debt without personal cause (that is, misconduct or unacceptable performance on the part of the employee). The grade must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7.

6. Position changes from positions having known promotion potential to positions having no higher potential than the position <u>currently</u> held. The position must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons.

7. Reinstatements to positions at or below the grade level <u>last</u> held on a permanent basis. The position must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons.

8. Reassignments, changes to a lower grade (voluntary), demotions, or transfers to positions with no known promotion potential. The position must have been previously held on a permanent basis in the competitive service or in another merit system with which OPM has an interchange agreement approved under 5 CFR 6.7, and the position was not lost because of performance or conduct reasons.

9. Appointments, conversions or selections made under special placement authorization (for example, Student Career Employment Program (SCEP) and Temporary Appointment Pending Establishment of a Register (TAPER)).

10. Changes of work schedules from part-time to full-time.

11. Consideration of candidates not given proper consideration in competitive promotion actions.

12. Position changes permitted by reduction-in-force regulations.

13. Selection of a candidates from a Reemployment Priority List.

14. Selection of candidates pursuant to the Career Transition Assistance Plan (CTAP) and the Interagency Career Transition Assistance Plan (ICTAP).

Section 3

First Consideration

A. Public Debt has determined that all vacant bargaining unit positions which may be filled by the personnel actions referenced in Section 2A. of this Article must be posted. Bargaining unit employees must be given the opportunity to apply for such openings, and Public Debt employees must be given first consideration for such openings before applicants from outside Public Debt, if any.

B. Simultaneous postings for internal and external candidates may occur.

C. The internal promotion certificate must be submitted and acted upon by the selecting official prior to a promotion certificate with external candidates.

D. Prior to the external promotion certificate being forwarded to the selecting official, the internal promotion certificate must be annotated with a general statement explaining why no selection was made.

E. In an emergency, Public Debt may consider persons certified by other sources without considering internal applicants. NTEU will be notified prior to using this emergency provision.

Section 4

Vacancy Announcements/Consideration of Candidates

A. Vacancy announcements will be posted prior to filling any permanent bargaining unit position by the placement actions covered by Section 2A. of this Article. The vacancy

announcement will be posted for a minimum of fourteen (14) calendar days on the official bulletin board designated for vacancy announcements and/or by electronic means. Each vacancy announcement will contain, at a minimum, the following:

1. Announcement number which includes the type of posting (for example, roster, amended, public, open continuous, etc.)

2. Opening date

3. Title, series, and grade(s) of the position(s)

4. Number of vacancies to be filled (approximate number will suffice in announcements which are for rosters or are open continuous)

5. Organizational/geographical location of the position(s)

6. Area of consideration

7. Brief summary of the duties of the position(s)

8. Eligibility requirements

9. Minimum qualification standards

10. Selective factors, if any

11. Evaluation methods

12. Ranking factors

13. Closing date

14. Where to submit applications

15. Statement of equal employment opportunity

16. Statement of identified promotion potential, if any

17. Statement concerning flexible work arrangements such as alternative work schedules and/or flexiplace, including requirements for shift work, if applicable

18. Questionnaire, if applicable

B. Public Debt agrees that selective factors will be used in determining eligibility only when they are essential to successful performance in the position to be filled. In such cases, they will constitute a part of the minimum requirements for the position in question.

C. Bargaining unit vacancy announcements will be provided to the Chapter Presidents concurrent with the posting.

D. Employees must submit an application for each vacancy announcement for which they wish to be considered. **Employees are responsible for submitting a performance appraisal and award information with their application.**

E. The following notification process will be used:

1. Public Debt will acknowledge receipt of an employee's application electronically unless the employee submits a Notice of Receipt of Application, PD F 5347-1, with their application.

2. Applicants declared ineligible or not qualified will be notified electronically unless they submit a Notice of Application Status, PD F 5347, with their application.

3. If an employee has been determined not qualified or ineligible (for example, lacks specialized experience, lacks time in grade, required form not submitted, etc.) and the employee feels that the Human Resources Division has made an error or that additional information or modification could alter the determination, the employee must provide supporting information and documentation to the appropriate Staffing Specialist within three (3) workdays. This information/documentation will be accepted to assess minimum qualifications/eligibility.

   a. If found eligible and qualified, and the selection has not been made, the applicant will be rated. The corrected or additional information will be considered in the rating process.

   b. If found eligible and qualified, but the selection has been made prior to the expiration of the three (3) workday period mentioned above and the employee would have been rated among the Best Qualified, priority consideration will be given.

4. An electronic notice will be sent to all qualified applicants advising them whether their name was referred to the selecting official on the best qualified list. If a Notice of Application Status, PD F 5347, is submitted, the employee will be notified in writing.

5. An electronic notice will be sent to all nonselected qualified applicants advising them of the outcome of the vacancy.

F. Applicants must meet minimum qualification requirements as of the closing date of the announcement, unless otherwise specified on the announcement (for example, for announcements posted as open continuous or rosters).

G. When recruiting for positions where, historically, posting has produced no internal candidates, the Parties may mutually agree to waive the posting requirement.

H. If, after posting an announcement, additional vacancies in the same or similar positions occur, the Parties may mutually agree to waive the posting of an amended announcement.

I. When additional vacancies in the same or similar position(s) become vacant within thirty (30) calendar days of the issuance of a promotion certificate, the Parties may mutually agree to reissue the promotion certificate without posting an amended announcement. The name(s) of the next highly qualified candidate(s) will be added.

J. If a selectee(s) declines a promotion offer or vacates the position within thirty (30) calendar days of the date the selectee(s) assumes the duties of the position, the selecting official may have the promotion certificate reissued with the name(s) of the next highly qualified candidate(s) added.

K. All of the following conditions will apply to the establishment of rosters:

1. Rosters may be used to fill positions for up to six (6) months after the closing date of the announcement.

2. Applicants must meet eligibility requirements during the life of the roster. Applicants will not be certified prior to the date they meet eligibility requirements.

3. Applicants selected for a position will be removed from the roster unless they notify the Human Resources Division in writing of their desire to remain on the roster.

Section 5

Blind Applications

Merit Promotion Application, PD F 4828-1, must be used by internal applicants in applying for Public Debt positions unless the position is being filled by using an alternate rating method. This form has been developed to conceal the identity of the applicant during the rating and ranking process. It is the responsibility of the employee to complete the form in a manner that conceals their identity. A copy of the form can be found at Appendix E.

Section 6

Rating Method

This procedure applies to filling all bargaining unit positions where competitive procedures are required, as listed in Section 2A.

A. Each employee who applies for an announced vacancy and who meets the eligibility requirements, qualification standards, and any selective factors for the announced vacancy shall be considered minimally qualified.

B. The following means will be used by Public Debt to determine the rating panel/official:

1. Public Debt will appoint either a panel or an official to rate the qualified applicants. The official or each member of the panel shall be familiar with the requirements of the position(s) to be filled. Each rating official/panel member must hold a grade equal to or above that of the position(s) to be filled.

2. It is understood that Public Debt has the right to assign rating responsibilities to any employee. If management determines that solicitation is needed:

   a. Managers will periodically (for example, on an individual vacancy basis, once a quarter, or as often as deemed necessary) publish the criteria that rating officials must meet for individual occupations.

   b. The area of solicitation (for example, branch-wide, division-wide, etc.) will be determined on an individual basis as to what makes sense for the organization.

   c. The solicitation will be furnished simultaneously to NTEU.

3. To the extent possible, Public Debt will give consideration to requests by employees who wish to decline to serve on a rating panel. No NTEU officer/steward will be solicited to serve on rating panels.

4. No family member of an applicant will be permitted to serve on that particular panel.

C. The Personnel Office is responsible for compiling and providing the rating official/panel with the necessary information to complete its function. The following information may be used by the rating official/panel when evaluating applicants:

1. Vacancy announcement

2. Position description(s) for the vacant position(s)

3. Applications

4. Other information where appropriate (for example, test results, writing samples, etc.)

D. Rating factors are short statements of job related knowledge, skills, abilities, and personal characteristics required for successful performance in the position(s) to be filled. The rating factors will be established and reflected in the vacancy announcement. Normally, these rating factors will be consistent with the major responsibilities of the position(s). Through the use of appropriate job analysis techniques, Public Debt will assign a maximum number of points for each rating factor. The total possible points will be one hundred (100).

E. Public Debt will develop crediting plans for use by the rating official/panel in measuring the extent to which each candidate meets the designated rating factors. Each crediting plan will specify:

1. For each rating factor, the points to be awarded based on rating level definitions for crediting experience/training/education which demonstrates possession of the necessary knowledge, skills, abilities, and other personal characteristics.

2. Any other measurement device(s) used (for example, test results, etc.).

F. The rating official/panel will rate each applicant on each rating factor based on an evaluation of all information on each candidate as provided in Section 6C. against the crediting plan and assign levels accordingly.

1. If a rating official is used, the applicant's total score will be the sum of the points.

2. If a rating panel is used, the applicant's score will be arrived at by consensus of the panel members. A single rating sheet will be completed for each applicant.

G. The release of crediting plans will be handled in the following manner:

1. Crediting plans shall not be released to any applicant or any potential future applicant.

2. NTEU requests for copies of crediting plans will be processed in accordance with applicable laws and regulations.

H. The form used in rating each candidate will identify the rating factor and the specific portion of the documents reviewed which was relied upon to verify the existence of the particular knowledge, skill, ability, or personal characteristic required to substantiate a rating at the level awarded.

Section 7

Referral

A. The top five (5) rated Public Debt employees, plus one (1) additional candidate for each additional vacancy, will be designated as BQ. The BQ candidates will be referred to the selecting official in alphabetical order.

B. When there are so few qualified competitive merit promotion applicants that traditional rating and ranking is not required, the Personnel Office will compare the applications with the knowledge, skills, abilities and personal characteristics. Applicants possessing the majority of the knowledge, skills, abilities and personal characteristics will be referred.

C. Noncompetitive eligible and qualified Public Debt candidates will be referred to the selecting official in alphabetical order at the same time as the list of competitive eligible candidates in Sections 7A. and 7B.

D. All qualified candidates applying under open continuous announcements will be referred to the selecting official. Open continuous will be used only for "hard to fill" vacancies where it is anticipated there will be fewer competitive applicants than the number necessary to provide a full merit promotion certificate, as described in Section 7A., above, or as mutually agreed.

Section 8

Interviews

A. Interviews are a valuable tool in selecting the best candidate for promotion. The purpose of the interview is for the selecting official to obtain additional information about the candidates and for the candidates to learn about the position.

B. All priority consideration candidates will be interviewed.

C. If the selecting official has sufficient information of the knowledge, skills and experience of all the Public Debt candidates on the BQ List that was obtained through a direct working relationship (this does not necessarily mean immediate supervisor), an interview is not necessary. However, if any candidate on the BQ List is interviewed, all Public Debt candidates must be interviewed.

D. Interviews will normally be conducted in person, unless prohibited by travel expenses or unavailability. In such cases they will be conducted by telephone.

E. All interviews will be substantially similar. Although the same basic questions will be asked of all candidates, it is understood that responses to questions may lead to different topics for different candidates.

F. Employees will cooperate in scheduling the interview as soon as possible at a mutually convenient time with the interviewer.

Section 9

Consideration

A. The following is an illustrative list of the types of documents/materials the selecting official may review when evaluating the BQ candidates:

1. Job application

2. Job performance appraisal

3. Awards

4. Official Personnel Folder

B. An appropriate performance appraisal and award information must be considered by the selecting official, if submitted by an employee. The consideration given need not be justified and is not grievable.

Section 10

Leave Balances

An employee's annual or sick leave balance may not be considered by selecting officials as a basis for selection or non-selection. However, this does not preclude the consideration of leave if there is abuse.

Section 11

Inability to Perform

Public Debt agrees to make reasonable efforts to return employees to their former or like positions when, within the last year, they were promoted and subsequently demoted for inability to perform at the higher level.

Section 12

Information/Appeals

A. An applicant involved in a competitive action may request the rating panel member's written narrative statement(s) and/or score(s) assigned to them by contacting the Personnel Office.

B. In preparing for filing or the processing of grievances, a steward representing an employee will, upon request, and where relevant and necessary to the processing of the grievance, be furnished the "evaluative material" used by the rating panel. Material consisting of panel evaluations and submitted applications will be provided to the steward. NTEU has a responsibility and an obligation to protect the privacy of all candidates involved in the promotion action to the extent required by law;

   If information is requested within fifteen (15) workdays of the posting of the selection, the timeframe, as specified in Article 32, for filing a grievance will begin when the information is provided.

C. Challenges to Public Debt's actions in implementing an NTEU request for information may be grieved, and finally resolved by an arbitrator making an in camera inspection of the entire promotion file to either confirm Public Debt's denial of NTEU's request for information or to provide NTEU with that information deemed relevant and necessary by the arbitrator.

Section 13

Priority Consideration

A. If it has been determined that an employee has been denied proper consideration, corrective action will be taken as follows:

   1. If an employee was erroneously omitted from the BQ List, they will receive priority consideration (i.e., a promotion certificate consisting of their name will be submitted to the selecting official) for the next appropriate vacancy for which they are

qualified. An appropriate vacancy is one in the same series, at the same grade level, within the same Office(s) as listed on the vacancy announcement which has comparable promotion opportunity as the position for which the employee received improper consideration.

2. In those situations where an employee has been given a priority consideration in a particular Office, another Office has the option of looking at any priority consideration list throughout Public Debt for a similar position and if that Office is interested in that priority considerant, it may offer the job. If the Office is not interested in offering the position to that priority considerant from the other Office, it does not have to justify that decision. If the other Office offers the employee the position and the employee accepts the position, the priority consideration is satisfied. If the priority considerant does not accept the offer, the priority consideration is not satisfied.

3. In the event that two (2) or more employees who are entitled to priority consideration are qualified for the same vacancy, the names of all such employees shall be submitted on a single promotion certificate to the selecting official.

B. When a vacancy occurs for which a priority consideration candidate exists, the employee will be notified and given an interview by the selecting official.

C. If a priority consideration candidate is not selected, that individual will be notified. Reasons for nonselection will be provided in writing if requested by the employee.

Section 14

Career Ladder Promotions

In accordance with applicable regulations, employees in career ladder positions will be promoted on the first pay period after:

A. The employee becomes minimally eligible to be promoted (after one year or whatever lesser period may satisfy the basic eligibility requirements) and

B. The employee is capable of satisfactorily performing at the next level.

BLANK PAGE

ARTICLE 11

DETAILS, TEMPORARY PROMOTIONS AND REASSIGNMENTS

Section 1

Details

A. For the purposes of this Article; a detail is the temporary assignment of an employee to a different position for a specified period with the employee returning to their regular duties at the end of the detail.

B. Employees to be detailed shall be given as much advance notice as possible including any documentation pertaining to such a detail.

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

Section 2

Details to Higher Graded Positions/Temporary Promotions

A. Public Debt agrees that a bargaining unit employee who is detailed to a position of higher grade for more than fourteen (14) consecutive calendar days will be temporarily promoted and will receive the rate of pay for the position to which they are temporarily promoted provided the employee meets the minimum qualifications and is performing the duties of the higher graded position. Such temporary promotion will be retroactive to the first day of the detail. To the extent possible, details will begin on the first day of the pay period and end on the last day of the pay period.

B. Details and/or temporary promotions to positions of higher grade or to positions with known promotion potential for more than forty-five (45) but less than one-hundred and twenty-one (121) consecutive calendar days shall be subject to a competitive selection procedure.

C. Details and/or temporary promotions to positions of higher grade or to positions with known promotion potential for more than one hundred and twenty (120) consecutive calendar days shall be subject to the competitive procedures of Article 10.

D. Each employee will be limited to a cumulative of forty-five (45) days for non-competitive details to higher graded positions within a year unless all capable and interested employees within the work area have had the opportunity to perform a detail.

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

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

G. Details to higher graded positions of more than fourteen (14) consecutive calendar days, where a temporary promotion can not occur because an employee is not fully qualified, will be documented by an SF-52 in the employee's Official Personnel Folder. Managers recognize that it may be appropriate to award such an employee as provided in Article 19.

Section 3

Details to Lower Graded Positions

The detailing of personnel to lower graded positions is considered to be inconsistent with sound planning and management. However, Public Debt may use details under circumstances such as the following:

A. When a temporary shortage of personnel exists.

B. Where an exceptional volume of work develops and seriously interrupts the work schedule or where there is a temporary shortage of work.

C. To fill temporarily the positions of employees absent from work.

D. Other conditions of a special and temporary nature.

When it becomes necessary to detail employees to lower graded positions, Public Debt shall first solicit volunteers. If there are more qualified volunteers than positions, qualified volunteers shall be selected by granting preference to the employee with the most Federal Government Service. If there are fewer qualified volunteers than positions, Public Debt shall select from among qualified employees in order of least Federal Government Service.

Section 4

Performance Appraisals

A. Management has determined that an employee will not be held accountable for, or evaluated on, regularly assigned duties while on detail.

B. When a detail or temporary promotion is expected to be less than one hundred and twenty (120) days, the temporary supervisor shall discuss performance expectations with the employee at the beginning of the detail. Normally, this will occur within five (5) workdays from the beginning of the detail. Such performance expectations shall be confirmed in writing by the temporary supervisor before the employee can be held responsible for such performance expectations. When an employee on detail has performed under the performance expectations for at least ninety (90) days, but less than one hundred and twenty (120) days, an evaluation of the employee's performance while on such a detail shall be furnished in writing from the temporary supervisor of the detail to the employee's regular supervisor. When an employee on detail has performed under the performance expectation for less than ninety (90) days, an evaluation of the employee's performance while on detail may be furnished in the form of a memorandum from the temporary supervisor of the detail to the employee's regular supervisor. The employee's regular supervisor shall give appropriate consideration to such evaluations when evaluating the employee's overall performance.

C. An employee detailed or temporarily promoted for one hundred and twenty (120) days or longer shall receive written critical elements and performance standards as soon as possible but not later than thirty (30) days from the beginning of the detail or temporary promotion. An employee detailed or temporarily promoted for one hundred and twenty (120) days, or longer shall be evaluated in accordance with Article 18, Performance Appraisal.

D. When an employee is detailed outside the agency, Public Debt must make a reasonable effort to obtain appraisal information from the outside organization, which shall be considered in deriving the employee's next rating of record.

E. If an employee's performance while detailed or temporarily promoted will have an impact on the rating of record, the nature of the impact will be noted on the appraisal.

Section 5

Documentation

Details in excess of thirty (30) calendar days shall be reported on Standard Form 52 and maintained as a permanent record in the employee's Official Personnel Folder.

Section 6

Reassignments

A. Public Debt agrees to give employees as much advance notice of a reassignment as is practicable.

B. Where a reassignment creates a hardship, Public Debt will consider allowing the employee to remain in their current position.

C. The statement in Section 6B. shall not be construed in any way to restrict Public Debt's right to reassign.

D. Employees may submit a memorandum to the Human Resources Division which notifies management of the employee's interest and willingness to be reassigned to another position. Such memoranda will be kept on file for no more than one (1) year.

ARTICLE 12

PART-TIME CAREER ACT (PTCA) EMPLOYEES

Section 1

Part-Time Career Act

A. 1. To be considered part-time for purposes of this Article an employee must have a regularly scheduled tour of duty, set in advance, from sixteen (16) to thirty-two (32) hours per week (or thirty-two (32) to sixty-four (64) hours during a biweekly pay period in the case of a flexible or compressed work schedule, but must include at least one (1) hour in each administrative workweek).

2. A part-time employee's official scheduled tour of duty for the pay period must be in whole hours. Daily or weekly tours can be in quarter hour increments.

B. 1. It is the intention of Public Debt to make part-time career employment opportunities available to the maximum extent possible, consistent with the Employer's resource and mission requirements for positions through GS-15.

2. Public Debt recognizes that part-time career employment is particularly appropriate for the following classes of employees:

a. Older employees seeking a gradual transition into retirement

b. Handicapped individuals who require a reduced workweek

c. Parents who must balance family responsibilities with the need for additional income

d. Students who must finance their own education and training

3. Denials of requests for part-time employment from full-time employees in one of the classes outlined in Section 1B.2. of this Article will be discussed with the employee and upon request the employee will be provided with written reasons for the denial.

C. An involuntary increase of a PTCA employee's tour of duty above thirty-two (32) hours per week or sixty-four (64) hours per pay period should normally not exceed more than two (2) consecutive pay periods. If the increase will be for a longer period of time, the employee will be converted to full-time status. The employee will be notified one (1) full pay period prior to being converted to full-time status.

D. Public Debt will not abolish any position occupied by an employee in order to make the duties of such position available to be performed on a part-time career employment basis. This does not preclude a full-time employee from requesting a voluntary change to a part-time schedule.

E. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition for continued employment.

F. Before an employee is assigned to a PTCA position, Public Debt will brief the employee on the impact of this assignment on retirement, reduction-in-force, health and life insurance, promotion, and step increases.

G. A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement, career tenure, completion of probationary period, within-grade increases, leave accrual rate, and time-in-grade advancement restrictions.

H. A part-time employee will receive holiday pay only if they are regularly scheduled to work on that day and only for those hours regularly scheduled as work. Part-time employees scheduled to work on an "in lieu of" holiday shall be compensated to cover the hours normally scheduled as work.

Section 2

Job Sharing

Job-sharing is a form of part-time employment in which the tours of duty of two (2) employees are arranged in such a way as to cover a single full-time position using flexibility in the number of hours worked and the work schedules of each partner.

A. Public Debt will consider requests to job-share and may grant these requests based on the need for the employees' services, the suitability of the position for job-sharing, availability of resources, and the impact on the efficiency of the Service.

B. Employee requests to job-share must be made to the immediate supervisor(s) in writing.

C. It is the responsibility of the requesting employee to find a suitable partner to share a position.

D. If one partner leaves the program for any reason, the other partner may, absent workload demands, have forty-five (45) days from receiving written notice from Public Debt to find another partner or resume full-time employment unless management has agreed to allow part-time employment arrangements.

ARTICLE 13

RETIREMENT/RESIGNATION

Section 1

Pre-Retirement Counseling

Public Debt will make pre-retirement counseling available to employees on an as-needed basis. Examples of topics which may be discussed during counseling will include retirement eligibility, computation of annuity, information on health and life insurance, the effect of sick leave on an employee's annuity, survivor benefits/annuity, lump sum payments, and thrift savings plan.

Counseling provided by Public Debt concerning the employee's options will not be construed as coercion.

Section 2

Resignation/Retirement Withdrawal Notice

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

Section 3

Voluntary Retirement/Disciplinary or Adverse Action

Public Debt will not attempt to coerce an employee to file for voluntary retirement as a substitute for disciplinary or adverse action.

Section 4

Death Benefits

Public Debt will make reasonable efforts to notify a deceased employee's designated beneficiary or next of kin of any benefits to which they may be entitled, and to assist them in filing claims for unpaid compensation, including lump sum leave payments, Federal retirement, or insurance benefits.

ARTICLE 14

REDUCTIONS-IN-FORCE

Section 1

Notification

Public Debt agrees to notify NTEU of a final decision to implement a reduction-in-force as far in advance of notification to affected employees as is possible. NTEU will be furnished with the following information:

A. Competitive levels initially affected

B. Number of employees involved

C. Proposed effective date

D. Reasons for the reduction-in-force

Section 2

Negotiation

Upon request of NTEU, Public Debt will negotiate the impact and implementation of the reduction-in-force.

ARTICLE 15

PERSONNEL RECORDS

Section 1

Official Personnel Folder

A. Each employee or their personally designated representative will, upon request, be provided access to examine any documents appearing in the employee's Official Personnel Folder with the exception of records restricted by law and/or regulation and shall have the opportunity to obtain a copy and/or photocopy of such documents. However, nothing in this Section shall be construed to constitute a waiver of any employee's right to gain access to documents of any kind pursuant to the Privacy Act of 1974 5 U.S.C. 552 (a).

B. Such examination will take place in the general presence of those having custody of the file; provided that such general presence does not directly interfere with or restrain the employee's examination of the file.

C. An employee may prepare a written rebuttal or comments to any material contained in the Official Personnel Folder. Any comments will be attached to the left (temporary) side of the Folder.

D. A designated representative must have written authorization from the employee before access to the employee's Official Personnel Folder will be permitted..

E. Records maintained by Public Debt will be purged in accordance with current applicable regulations.

Section 2

Access

No record, file, or document pertaining to an employee will be made available to any unauthorized persons for inspection or photocopy. Further, such information will be made available to authorized persons (as defined in 5 U.S.C. 552 (a) only for official use as provided for in the Privacy Act of 1974, OPM Notices of System of Records for OPM records; and/or the Department of the Treasury and Bureau of the Public Debt Notices of Systems of Records.

Section 3

Supervisory Maintained Documents

A. Written material (including electronic files) maintained by the supervisor concerning an employee's work performance or conduct which may have an adverse effect on the employee and is maintained by a supervisor for forty-five (45) calendar days must have been provided to the employee within that time in order to be used if the result of that use would adversely affect the employee.

B. Any employee receiving written material in accordance with Section 3A. will be required to acknowledge receipt by initialing the original. If an employee refuses to initial the material, the supervisor will annotate the material offered to the employee and indicate the date such material was offered. The supervisor must indicate that the employee was offered the material and refused to accept or initial such material.

C. An employee may make written comments concerning any such material and such comments shall be attached to the written material. The employee will be granted a reasonable amount of official time to prepare these comments.

D. All records and written materials maintained by an employee's supervisor, which are exempt from the disclosure requirements of the Privacy Act, including all counseling notes, shall be destroyed after three years.

ARTICLE 16

POSITION CLASSIFICATION

Section 1

Position Descriptions

A. Public Debt agrees that the position description for each position in the bargaining unit will accurately reflect the principal duties of the employee filling the position.

B. Prior to filling a position, the position description will be reviewed and certified that it accurately reflects the major duties and responsibilities of the position.

C. Public Debt agrees to provide each employee with a copy of the employee's position description within five (5) working days from the date the employee assumes the duties of the position.

D. All positions in the unit will be classified by comparison with classification standards published by OPM.

E. Public Debt and NTEU agree that the phrase "and other related duties" as used in a position description shall be interpreted with reason by supervisors.

Section 2

Change in Duties

Public Debt agrees to inform NTEU prior to the effective date that significant changes are to be made in the duties and responsibilities of positions held by employees in the unit by providing NTEU with a copy of the affected position descriptions. NTEU may make recommendations and present supporting evidence concerning the changes contemplated by Public Debt in the affected position descriptions. However, implementation of such changes is not contingent upon prior review of the NTEU's presentation.

Section 3

Classification Appeal

A. An employees is entitled to discuss his or her description with his or her supervisor, steward, or a position classification specialist when there is a question concerning the proper classification of the position.

B. An employee may appeal the classification of his or her position with Public Debt or as provided in 5 CFR 511. An employee who has filed a formal classification appeal with the Employer is entitled to have his or her steward present at any desk audit or meeting with the Employer concerning the appeal, provided the employee requests representation.

C. While a classification appeal is in progress Public Debt shall not reassign duties for the sole purpose of interfering with the appeal process; however, Public Debt does retain the right to reassign duties for other reasons, regardless of the outcome or potential outcome of the appeal.

D. It is understood by the Parties that matters involving position classification may not be grieved, except when they result in reduction in the grade or pay of an employee.

ARTICLE 17

TRAINING

Section 1

General

A. Public Debt and NTEU agree that the training and development of employees is a matter of significant importance. Public Debt will, as resources permit, make available to all employees the training necessary for the performance of the employees' presently assigned duties or proposed assignment.

B. An employee will have the right to raise lack of necessary training as a defense to a disciplinary or adverse action.

Section 2

Self Development

Public Debt and NTEU recognize that employees are responsible for applying their effort, time, and initiative in increasing their potential through self-development. Employees are encouraged to take advantage of educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. Training opportunities may include classes offered through quarterly training announcements, off-site Public Debt initiated training, or, employee requested training which may include tuition assistance. Public Debt will pay only for that training which meets the criteria set forth in Section 6 of this Article.

Section 3

Nomination and Selection

Public Debt agrees that the nomination and selection of employees to participate in training and career development programs shall be compatible with the principles of Equal Employment Opportunity.

Section 4

Counseling and Guidance

Upon request, Public Debt will provide counseling and guidance with respect to official duties of positions within Public Debt and available educational resources relating to the performance of such duties. In this regard, Public Debt encourages the use of individual development plans (IDPs).

Section 5

Reassignments

Public Debt agrees that when an employee is reassigned to a position as a result of his or her former position being eliminated, training determined necessary will be provided to enable the employee to perform the duties of the new position.

Section 6

Mission Related Training

A. The Employer will pay all authorized expenses for necessary training outside of Public Debt when all of the following circumstances exist:

1. The training will enable the employee to increase his or her ability to perform his or her current job, a job the employee has been selected to fill in accordance with the promotion plan or is related to the mission of Public Debt. Mission-related training is training that supports Public Debt goals by improving organizational performance at any appropriate level within Public Debt. This includes training that:

    a. Supports Public Debt's strategic plan and performance objectives

    b. Improves an employee's current job performance

    c. Allows for expansion or enhancement of an employee's current job

    d. Enables an employee to perform needed or potentially needed duties outside the current job at the same level of responsibility

    e. Meets organizational needs in response to human resource plans and reengineering, downsizing, restructuring, and/or program changes

2. Comparable training is not available through courses developed by Public Debt and it is too costly for Public Debt to develop a suitable program at this time.

3. The course meets the needs of the employee as well as or better than other courses of its nature which may also be available.

4. The course is not being taken solely for the purpose of obtaining a degree.

5. Funds are available to pay for the training without deferring or canceling higher priority commitments.

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

Section 7

Work Schedule Changes

Public Debt will consider granting variations in the normal workweek for educational purposes consistent with work needs.

Section 8

Training for Promotions

When training is given by Public Debt primarily to prepare employees for promotion, selection for training will be made under the competitive promotion procedures contained in this Agreement, except for training provided to employees previously selected by merit promotion into approved developmental programs.

Section 9

Upward Mobility

Public Debt agrees that in the implementation of its Upward Mobility Program, input from NTEU is desirable and will be given consideration.

Section 10

Notice of Training Announcements

Employees will be advised of training announcements in a timely manner. If electronic notice is not available, the training coordinator will maintain a copy of training announcements in a central location.

Section 11

Shifts

Employees will not be denied training opportunities solely because they are on the second or third shift. Employees may be required to change either their shift or tour of duty in order to attend training.

ARTICLE 18

PERFORMANCE APPRAISALS

Section 1

Purpose

This Article establishes the system by which Public Debt shall appraise the performance of the duties and responsibilities of bargaining unit employees in accordance with applicable laws and regulations. For purposes of this Article, Public Debt has determined both the levels by which performance will be evaluated and described and the supervisory responsibility with respect to appraising employees. The system is designed to:

A. Implement an employee performance appraisal process for all covered employees.

B. Provide an employee with a copy of the performance plan, including any specific goals that have been identified.

C. Improve both individual and organizational performance.

D. Encourage constructive, honest and open communication between supervisors and bargaining unit employees about performance issues.

E. Assure the evaluation of employee performance against the established performance standards.

F. Enable Public Debt to apply appraisal information in making personnel decisions.

G. Improve efficiency and effectiveness.

H. Provide the employee with a timely appraisal of performance.

Section 2

Coverage

The provisions of this system apply to all bargaining unit employees as defined in Article 1 of this Agreement.

Section 3

Relationship of Employee Performance Appraisal to Personnel Actions

A. The employee performance appraisal will be considered in making personnel decisions for pay increases (for example, within-grade increases and quality step increases), promotions, reassignments, details, temporary assignments, training, awards, furloughs, denials of within-grade increases, reductions in grade, reductions in force, or removals.

B. In the event of a reduction-in-force, employees rated under this system will be given additional years of creditable service as outlined in 5 CFR 351.

Section 4

Definitions

A. Acceptable Level of Competence (ALOC)—An employee's performance is at or above the "meets" level of performance. An employee must perform at an ALOC before the employee's rate of basic pay will be increased to the next higher step of the employee's grade.

B. Appraisal—The act or process of reviewing and evaluating the performance of an employee against the established performance standards.

C. Appraisal Period—The period of time for which an employee's performance will be reviewed and for which a performance rating will be given. The minimum appraisal period will be ninety (90) days and the maximum will normally be no more than one (1) year.

D. Element—One of the four (4) standardized elements set forth in this Article. The four (4) standardized elements in this Article are considered critical. Such standards are work assignments or responsibilities of such importance that unacceptable performance (that is, a rating at the "does not meet" level) on an element would result in a determination that the employee's overall performance is unacceptable.

E. Supplemental Attachment—Specific goals or requirements that have been identified to supplement or explain the application of any standardized element and standard.

F. Performance—An employee's accomplishment of assigned duties and responsibilities.

G. Performance Plan—The aggregate of the standardized elements, performance standards, and supplemental attachments to the standardized elements.

H. Performance Standards and Summary Ratings—The expressed measure of the levels of performance as set forth in this Article. Specific goals and objectives may be identified prior to the beginning of the rating period, if needed. If done, these will be provided to the employee in writing and attached to the standardized performance plan. Performance standards have been developed at three (3) levels: exceeds, meets, and does not meet.

I. Exceeds—That level of performance as identified in the standard which exceeds expectations of fully accomplishing work and demonstrates performance of a high level.

J. Meets—That level of performance as identified in the standard which fully and completely accomplishes the work.

K. Does Not Meet—Performance of an employee which fails to meet the established performance standards in one (1) of the standardized elements of the employee's position. Performance at this level is unacceptable and requires corrective action.

L. Progress Reviews—Supervisory reviews of employee progress toward achieving the performance standards which are conducted at least once during the appraisal period. At a minimum, employees shall be informed of their level of performance by comparison with the standardized performance plan. A progress review is not, in and of itself, a rating.

M. Rating—The written record of the appraisal of each standardized element and the assignment of a summary rating.

N. Interim Rating—A summary rating given to an employee at a time other than the end of the appraisal period. Some examples of circumstances for which an interim rating should be prepared are:

1. At the end of a detail or temporary promotion to document the employee's performance.

2. By a departing supervisor to document the supervisor's assessment of employee's performance to date.

3. For merit promotion purposes.

4. When an employee is permanently reassigned or promoted from his or her current position.

O. Summary Rating—An overall rating at one (1) of three (3) levels (exceeds, meets, and does not meet) based on the rating assigned to the job elements and consideration of any interim appraisals, when appropriate.

P. Rating of Record—The summary rating assigned for overall job performance that takes into account the time an employee has served in all positions during the appraisal period (for example, details, temporary promotions, reassignments) providing the assignment was of sufficient duration (at least ninety (90) days) to warrant an appraisal. Ratings of record are used as a basis for a variety of personnel actions including determining performance awards, reassignments, promotions, training, pay increases (WGI's, QSI's); and retention in reduction-in-force.

Q. Supervisor/Rating Official—Employee's immediate supervisor.

R. Reviewing Official—Rating Official's supervisor of record.

Section 5

Elements and Standards

A. Public Debt has determined that the performance of all employees covered by this Agreement will be measured under the following four (4) standardized critical elements:

1. Professional Application

2. Job Knowledge and Technical Skills

3. Teamwork

4. Customer Service

B. Before providing the employee with a performance plan, supervisors must determine the weight or importance of each element by distributing one hundred (100) points among the elements. Public Debt has determined that weights assigned for any one element may not be less than fifteen (15) points or more than thirty-five (35) points. Weights must be in whole numbers, and in assigned multiples of five (5).

Section 6

Issuance of Performance Plan

A. The new performance plan can be given to the employee at the time they receive their annual rating. If the employee has received specific goals and objectives that will change, the new requirements must be communicated to the employee prior to the employee's being held accountable for the specific requirements.

B. The employee will be provided a standardized package within thirty (30) days upon entering a new position.

C. The employee will be provided a revised standardized package within thirty (30) days if changes occur to the weights of the standardized elements or to specific goals and objectives.

D. When an employee is detailed or temporarily promoted to a position that is expected to last one hundred and twenty (120) days or longer, the employee will be provided a revised standardized package within thirty (30) days.

Section 7

Supplemental Attachments

A. When specific goals or requirements have been identified that supplement or explain the application of the standardized elements and standards, this information will be reduced to writing, discussed with the employee at the beginning of the appraisal period and attached to the performance plan. The procedures for establishing supplemental attachments is outlined in Section 7B.

B. Employee and NTEU involvement is an important part of the supplemental attachment development process. Supervisors are encouraged to solicit employee and NTEU involvement early on when the use of supplemental attachments is being considered. The procedures for identifying, establishing and adjusting supplemental attachments to the standardized elements are:

1. Initial Development—In establishing supplemental attachments supervisors shall:

   a. Transmit a copy of the draft supplemental attachment to the employee(s) and a copy to NTEU.

   b. Meet with employees (either individually or as a group) for the purpose of explaining and discussing the draft supplemental attachment if an employee, group of employees, NTEU, or the supervisor requests such a meeting within five (5) workdays of the distribution of the draft.

   c. Give NTEU the opportunity to be present at any formal meeting scheduled between bargaining unit employees and the supervisor.

   d. Allow the employee(s) and NTEU up to ten (10) workdays from the date of distribution or the meeting to submit written comments to the supervisor.

2. Final Development—After considering the employee's and/or NTEU's comments, the supervisor shall, with the concurrence of the reviewing official, finalize and issue the supplemental attachments to the employee(s) and NTEU.

   a. The supervisor will meet with the employees (either individually or as a group) for the purpose of explaining the final supplemental attachments for the employee's position.

   b. The employees will sign and date the supplemental attachments at the beginning of each appraisal period to indicate that they have been informed of and had the opportunity to discuss the supplemental attachments applicable to their position.

   c. Performance expectations outlined in supplemental attachments shall be applied in a reasonable, fair, and equitable manner.

3. Adjustments of Supplemental Attachments—If at any time during the rating period it becomes evident that expectations outlined in supplemental attachments may not be met due to changing priorities, the availability of resources, or the standards set are not appropriate, the rating official should adjust them after obtaining the reviewing official's concurrence. Procedures in Sections 7B.1. and 7B.2. will apply.

Section 8

Appraisal Period

A. The appraisal period will normally be one (1) year in length.

B. An employee's rating period will be determined by the first letter of the employee's last name. The alphabetic breakdown of rating periods is as follows:

Last Name Begins With	Appraisal Cycle	Month Appraisal Due
A	JAN 1-DEC 31	JANUARY
B	FEB 1-JAN 31	FEBRUARY
C	MAR 1-FEB 28	MARCH
D,E	APR 1-MAR 31	APRIL
F,G	MAY 1-APR 30	MAY
H,I,J	JUN 1-MAY 31	JUNE
K,L	JUL 1-JUN 30	JULY

M	AUG 1-JUL 31	AUGUST
N,O,P,Q,R	SEP 1-AUG 31	SEPTEMBER
S	OCT 1-SEP 30	OCTOBER
T,U,V	NOV 1-OCT 31	NOVEMBER
W,X,Y,Z	DEC 1-NOV 30	DECEMBER

If the effective dates of the rating cycle are affected by an employee's name change and the change will cause the current rating period to extend beyond one (1) year, a rating of record must be completed within thirty (30) days of the change unless the employee has received a rating of record within the last ninety (90) days.

Section 9

Progress Review

Progress reviews are a valuable communication tool that should be used by both the employee and the supervisor. Employees are encouraged to actively participate in this process by asking questions relating to their performance. Progress reviews may include a discussion of ways employees may enhance their performance.

A. By approximately the mid-point in the appraisal period, the rating official will schedule a meeting with the employee for the purpose of discussing the employee's performance. Progress reviews are supervisory reviews of an employee's progress towards achieving the performance standards. At a minimum, the employee shall be informed of his or her level of performance by comparison with the standardized performance plan. A progress review is not, in and of itself, a rating.

B. The progress review will be documented on the Performance Plan and Appraisal Form. Both the rating official and the employee will sign and date the form verifying that the meeting occurred. The employee will be provided a copy.

Section 10

Interim Ratings

A. If the employee's current position has not been occupied for the minimum appraisal period and the employee's rating of record is due, the rating official will base the employee's rating of record almost entirely on the interim rating(s) and any documentation provided as a result of a detail or temporary promotion.

B. When a supervisor leaves a position, an interim rating will be prepared for all employees whom they have supervised for at least ninety (90) days.

C. An interim rating for merit promotion purposes shall be prepared by an employee's supervisor at the employee's request provided ninety (90) days or more have passed since the employee's last rating. This interim rating should be marked, "For Merit Promotion Purposes Only."

D. At the end of the appraisal period, the rating official will consider all interim ratings when determining the employee's rating of record. This will include interim ratings received from other agencies.

Section 11

Employee Input

Employees may provide the rating official with input to consider when determining performance ratings. If an employee elects to provide input, the input shall be in writing and address areas of performance occurring during the rating period. The document must be submitted no later than the last day of the rating period and should be developed in a manner in which the noted performance is identified with specific standardized elements and/or supplemental attachments.

Section 12

Overall Performance Appraisals

A. Appraisals will be made in a fair, objective manner and will reflect actual performance against established written standards, without any predetermined distribution of expected levels of performance. Consideration should be given to the priorities of work assignments, unforeseen obstacles, significant changes in the work and workload, other job related factors, and mitigating circumstances.

B. To calculate the Summary Rating, the rating official will:

1. Assess the employee's performance on each job element and the accompanying performance standards and assign one (1) of the following ratings and corresponding points:

Exceeds	two (2) points
Meets	one (1) points
Does Not Meet	zero (0) points

2. Once the elements have been assigned individual ratings and point values, multiply the weight of the element times the element rating point value to determine the individual element subtotal.

3. Add the subtotal of each element to arrive at a total point score.

4. Use the conversion chart in Section 12B.5. to convert the total point score to a Summary Rating.

5. The rating conversion chart is as follows:

Exceeds	165 - 200 points
Meets	100 - 160 points
Does Not Meet	0 - 95 points*

*Regardless of any other job performance, when an employee's performance does not meet the standard for any one critical element, overall performance is unacceptable.

C. If the employee's performance exceeds or does not meet the standard for any job element, the rating official must provide a written assessment of performance on that job element.

D. The process of monitoring performance is on-going. Therefore, the supervisor shall counsel employees in relation to their overall performance on an as-needed basis. Such counseling shall take place as soon as a manager notices a pattern of decrease in performance.

E. The employee's permanent rating official at the end of the appraisal period will assign the rating of record even if the rating official has served in the position for less than ninety (90) days.

Section 13

Completing the Appraisal

A. After the rating official evaluates the employee's performance on the Performance Plan and Appraisal Form, it will be forwarded to the reviewing official for review and signature.

B. After the rating official and reviewing official have completed the Performance Plan and Appraisal Form, the rating official must meet with the employee to discuss the appraisal.

C. During the meeting, the employee will sign and date the Performance Plan and Appraisal Form in the appropriate space. The employee's signature indicates that the appraisal has been received and does not necessarily indicate agreement. If the employee refuses to sign the appraisal, the rating official shall annotate the form accordingly.

D. The employee may make written comments concerning the appraisal in the space designated for this purpose on the appraisal form. The employee will be given up to ten (10) full workdays to review the appraisal and to provide written comments.

E. If the employee is not available to meet with the rating official, the form may be mailed to the employee's home address. The rating official will annotate the form showing the employee was unavailable to sign. The employee may submit written comments concerning the appraisal through the supervisor to the Human Resources Division within ten (10) workdays of returning to duty.

Section 14

Appraisal Distribution and Retention

A. The reviewing official shall return the approved performance appraisal package to the rating official for distribution as follows:

1. Final Rating of Record

   a. Original to the employee

   b. One copy to the Human Resources Division for inclusion in the Employee Performance File

   c. One copy to the rating official

2. Interim Rating

   a. Original to the employee

   b. One copy to the rating official

3. Interim Rating for Merit Promotion Purposes Only

   a. Original copy to the employee (to attach to the application)

   b. One copy to the rating official

B. The Human Resources Division will maintain a copy of performance appraisals for each employee. This will provide a performance records system which is used as a basis for personnel actions.

Section 15

Performance Appraisals While on Details

A. Employees will not be held accountable for, or evaluated on, regularly assigned duties while on detail.

B. When a detail or temporary promotion is expected to be less than one hundred and twenty (120) days, the temporary supervisor shall discuss performance expectations with the employee at the beginning of the detail. Normally, this will occur within five (5) workdays from the beginning of the detail. Such performance expectations shall be confirmed in writing by the temporary supervisor before the employee can be held responsible for such performance expectations. If an employee is provided written expectations, a written evaluation is required when the employee has performed under the expectations for at least ninety (90) days. The evaluation will be provided within thirty (30) days of the end of the detail or temporary promotion.

When an employee on detail has performed under the performance expectation for less than ninety (90) days, an evaluation of the employee's performance while on detail may be furnished in the form of a memorandum from the temporary supervisor of the detail to the employee's regular supervisor. This memorandum will be provided within thirty (30) days of the end of the detail or temporary promotion. The employee's regular supervisor shall give appropriate consideration to such an evaluation when evaluating the employee's overall performance.

C. An employee detailed or temporarily promoted for one hundred and twenty (120) days or longer shall receive a standardized performance plan as soon as possible but not later than thirty (30) days from the beginning of the detail or temporary promotion. An employee detailed or temporarily promoted for one hundred and twenty (120) days or longer shall be evaluated when the annual performance rating is due or the detail or temporary promotion ends. If necessary, an evaluation must be completed within thirty (30) days of the end of the assignment.

D. If an employee has been detailed outside of Public Debt, the supervisor must make a reasonable effort to obtain appraisal information which must be considered in deriving the employee's rating of record. If the employee has not worked at Public Debt for the minimum appraisal period but has worked outside of Public Debt on a detail, a reasonable effort must be made to secure a performance plan from the borrowing organization in order to construct a rating.

E. If an employee's performance while detailed or temporarily promoted will have an impact on his or her rating of record, the nature of the impact will be noted on the appraisal.

Section 16

Within Grade Increases

A. If an employee's performance is at an acceptable level of competence, a within-grade increase will be granted, if eligible. In those instances when the employee's performance is at a level which warrants the denial of a within-grade increase, a written notice issued sixty (60) calendar days prior to the employee's anniversary date, shall constitute notice of proposed denial. Such a notice shall give the reasons for the negative determination and what the employee must do to improve performance in order to be granted a within grade increase. The supervisor should also provide the employee with assistance to improve performance, if appropriate. Such assistance may include training, on-the-job training, counseling, and closer supervision.

Failure to give an employee sixty (60) days advance notice of a negative determination will not be a basis for changing the determination. However, when the sixty (60) days advance notice is not given timely, the supervisor must make a determination no later than thirty (30) days after the employee's within-grade increase was due.

B. When a within-grade increase decision is not consistent with the employee's most recent rating of record, a more current rating of record must be prepared.

C. The following rules apply to reconsideration of a negative determination:

1. An employee may request reconsideration of a denial of within-grade increase. Requests for reconsideration must be submitted within fifteen (15) calendar days after receiving notice of the within-grade increase denial.

2. All requests for reconsideration must be in writing and contain any supporting data that the employee wishes to have considered.

3. An employee may choose to make an oral presentation in connection with a request for reconsideration. This election must be included in the written request for reconsideration. An employee is entitled to have a representative of his or her own choosing in presenting a request. A written summary will be made of the oral presentation and a copy provided to the employee.

4. When a negative determination is sustained after reconsideration, an employee shall be informed within ten (10) calendar days after receipt of the request for reconsideration or as soon thereafter as is administratively feasible of the reasons for the decision and of the right to appeal the decision through the negotiated grievance procedure. The burden of proof for a within grade denial is substantial evidence.

5. If the reconsideration is favorable to the employee, the Human Resources Division will be notified immediately. This within-grade increase shall be retroactive to the date it would have been granted if it had not been denied.

D. Supervisors shall continue to evaluate after withholding a within-grade increase.

1. When a within-grade increase has been withheld, at any time thereafter, a new rating of record may be prepared for the employee and the within-grade increase granted when it has been determined that the employee has demonstrated sustained performance at an acceptable level of competence.

2. A determination must be made regarding the employee's acceptable level of competence after no more than fifty two (52) weeks following the original eligibility date for the within-grade increase and, for as long as the within-grade increase continues to be denied.

Section 17

Special Conditions Affecting Appraisals

A. In addition to the progress review and annual appraisal, circumstances may occur which necessitate an additional appraisal or delay in assigning an annual appraisal. Circumstances may include:

1. Purposes cited in Section 3A. of this Article.

2. Where a performance appraisal is required in conjunction with a personnel action (excluding WGI's) affecting an employee and the standardized elements and standards have not been in effect for the preceding ninety (90) calendar days, the most recent appraisal available will be used.

B. Employees' performance shall be appraised by their immediate supervisors, except when:

1. An employee's immediate supervisor is absent (for example, on official travel or extended leave) and cannot complete the appraisal in a timely manner, the appraisal shall be completed by the individual acting for the supervisor.

2. An employee's immediate supervisor has supervised the employee for less than ninety (90) calendar days, the appraisal shall be completed by the immediate supervisor with input by the previous supervisor. If not available, input from the next higher level manager or supervisor will be used. Input for appraisal purposes will be in writing and become part of the appraisal.

3. A performance appraisal is required for a competitive promotion action and the employee's supervisor is competing for the same position, the appraisal shall be completed by the next higher level manager or supervisor.

C. Only time spent performing work related to an employee's elements and standards will be considered in evaluating performance. Authorized time spent away from an employee's normal job responsibilities will not be considered as a negative factor when evaluating an employee's performance. Examples of such authorized activities and/or collateral duties include EEO Counselors, Welfare and Recreation Representatives, and NTEU Representatives. Any production or quantity based standards will be reduced in proportion to the amount of time spent away from normal job responsibilities. If any employee is performing such authorized activities, collateral duties, or NTEU representational functions that result in interruptions of normal work, such factors will be taken into account when evaluating the employee.

D. A change in work procedures must be provided to employees before failure to comply with the procedures can be charged as an error. If instructions were previously in writing, Public Debt agrees to issue new written instructions as soon as practicable.

E. If the employee's appraisal cycle ends before the employee has served in a Public Debt position for the minimum appraisal period, then the rating period will be extended until the minimum period has been served. At that time a rating of record will be prepared considering interim ratings from other agencies, if available.

F. The performance appraisal and resulting rating of a disabled veteran may not be lowered because of absence from work to seek medical treatment.

Section 18

Actions Based on Unacceptable Performance

Actions based on unacceptable performance will be processed in accordance with Article 31 and applicable regulations.

ARTICLE 19

AWARDS

Section 1

General

A. Public Debt and NTEU recognize that the Performance and Incentive Awards Programs are designed to motivate employees by recognizing and rewarding those employees who attain high levels of performance and to increase productivity and employee creativity by rewarding employee efforts which improve the efficiency, economy and effectiveness of the Government.

B. Public Debt encourages any individual who recognizes the achievements of any employee to communicate that achievement to the employee's supervisor or other management official for the purpose of evaluating whether an award might be appropriate.

Section 2

Types of Awards

A. Performance awards shall consist of cash awards and Quality Step Increases (QSIs). Such awards are based on current performance appraisals. The amount of these awards is normally based on the summary rating.

B. Incentive awards shall consist of Superior Accomplishment Awards (formerly known as Special Act or Service Awards), which include:

1. Standard Awards (cash or time off)

2. On-The-Spot Awards (cash)

3. Suggestion Awards (cash, time off, and Letters of Commendation)

4. Miscellaneous honorary awards

These awards are used to recognize one-time, non-recurring contributions either within or outside of an employee's regular job responsibilities. With the exception of On-The-Spot Awards, the amount of cash awards in this category is determined by the "tangible" and/or "intangible" benefits of the contribution.

Section 3

Suggestion Program

A. Public Debt and NTEU agree to encourage employees to file suggestions under the Suggestion Program. If a suggestion is rejected, the employee will be informed of the reasons in writing. In the event a rejected suggestion is later implemented within a two (2) year period, the employee will be considered for an appropriate award.

B. Employees desiring information regarding the Suggestion Program may acquire a fact sheet from the Suggestion Program Coordinator.

Section 4

Documentation

A. All incentive and performance based awards shall be made in a fair and equitable manner and on the basis of merit. All awards shall be documented in an employee's Official Personnel Folder including the nature and amount of such awards.

B. Statistics concerning the total number of awards given will be provided to NTEU on a fiscal year basis. These statistics will include the following:

1. Total number of awards given

2. Category or type of award

3. Number of awards given to bargaining unit employees including the:

   a. Dollar amount of awards by individual

   b. Position title of each award recipient

   c. Work location of each award recipient

4. To the extent that similar automated information is available on non-monetary awards, such information will also be provided.

Section 5

Budget

Public Debt will administer the Awards Program within budgetary limitations.

Section 6

On-The-Spot Award Program

A. The On-the-Spot Award Program provides a streamlined procedure for recognizing and quickly rewarding the contributions of employees.

B. Definitions

1. On-the-Spot Award—An award used to provide immediate recognition for a significant deed or accomplishment that may go unrecognized under normal incentive programs or which is not of the level of benefit/application to warrant a Superior Accomplishment Award. Examples of such significant contributions that would be appropriate for consideration of an On-The-Spot Award are: exemplary and notable accomplishments in the performance of work on a specific assignment or project, special assignments or details, coordinating public meetings, automating time consuming reports, work on the budget, etc.

2. Recommending Official—The level of supervisory authority making the work assignment being rewarded. The recommending official is responsible for completing the On-The-Spot Award Form.

3. Approving Official—The next level of supervisory authority above the recommending official.

C. Criteria

1. On-The-Spot Awards are based on an employee's performance of assigned tasks that may fall within or outside of the job responsibilities normally assigned to the employee's position.

2. The contribution should occur over a period of short duration.

D. Timeframes

1. On-The-Spot Award recommendations should be initiated as soon as possible after the contribution occurs, generally within two weeks.

2. The employee will receive the award as soon as possible.

E. Award Amounts

1. On-The Spot Awards range from $50 to $250 (in $25 increments) and are subject to all normal tax withholdings. Employees will receive the recommended amount. For tax purposes, the award amount will be increased when input to account for necessary income taxes and other withholdings.

2. If an On-The-Spot Group Award is recommended on a single On-The-Spot Award Form, the total dollar amount may not exceed the $250 limit.

Section 7

Time Off Award Program

A. The purpose of Time Off Awards is to grant employees time off from duty, without loss of pay or charge to leave, as an award in recognition of superior accomplishment or other personal effort that contributes to the quality, efficiency, or economy of Government operations.

B. Definitions

1. Time Off Award—An excused absence granted to an employee without charge of leave or loss of pay.

2. Recommending Official—The level of supervisory authority making the work assignment being awarded.

3. Approving Official—The next level of supervisory authority above the recommending official.

C. Criteria

Any of the following may be considered a basis for granting a Time Off Award:

1. High-Quality contribution involving a difficult or important project or assignment.

2. Special initiative or skill in completing an assignment or project before the deadline.

3. Demonstrated initiative and creativity in suggesting or making improvements to a product, activity, program, or service.

4. Ensuring the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload.

5. Making contribution to a project that is more than what is typically expected of an employee in that position.

The criteria used shall apply to all bargaining unit employees regardless of grade or assignment.

D. Recommending Process

1. The recommending official may nominate a deserving employee by completing the appropriate form. The completed form is then forwarded to the approving official.

2. The determination to recommend an employee for a Time Off Award in place of a cash award is at the discretion of the recommending official. The recommending official may consider employee preference in determining the award, however, employee preference will not be binding on Public Debt.

E. Size of Award

Time Off Awards should be proportionate to the value of the contribution being recognized and be determined in accordance with the Department of the Treasury policy addressing Time Off Awards.

F. Award Limitations

1. Single Award—For a full-time employee, a single award may not exceed forty (40) hours. For a part-time employee or an employee with an uncommon tour of duty a single award may not exceed one-half (1/2) the average number of hours in the employee's biweekly scheduled tour of duty.

2. Multiple Awards— For a full-time employee, the total amount of time off granted during a leave year may not exceed eighty (80) hours. For a part-time employee, or an employee with an uncommon tour of duty, the total amount granted during a leave year may not exceed the average number of hours in the employee's biweekly scheduled tour of duty.

G. Use of Time Off

1. Time off granted under this section shall be subject to approval by Public Debt under the criteria established for use of accrued annual leave.

2. When physical incapacitation for duty occurs during the period of time off granted under this Section, an employee may request sick leave for the period of incapacitation.

3. Time off granted under this Section must be used within one (1) year after the effective date of the award. If not used within a year, any time off will be forfeited. Therefore, time off granted under this Section should be scheduled and used prior to any annual leave.

4. A Time Off Award may not be converted to cash payment under any circumstances.

5. When an employee separates from Public Debt, including transfers to other agencies, any unused time off will be forfeited.

Section 8

Availability of Information

Public Debt agrees to make available to employees information on the various awards programs, including the types of awards and the criteria for obtaining awards.

ARTICLE 20

HOURS OF WORK

Section 1

Definitions

A. 5/4/9 Schedule—A schedule within a biweekly pay period of ten (10) workdays consisting of eight (8), nine (9) hour days, one (1), eight (8) hour day, and one (1) nonworkday. An employee's eight (8) hour day will be the last Friday in a pay period unless such day is the employee's nonworkday. In such a case, the employee's eight (8) hour day will be the first Friday of the pay period.

B. 4/10 Schedule—A schedule where an employee works four (4), ten (10) hour workdays and has one (1) non-workday during a five (5) day work week.

C. Flexitime Schedule—A schedule where an employee works ten (10), eight (8) hour workdays within a biweekly payperiod. The starting and ending times may be varied within the flexitime bands up to one (1) hour before and one (1) hour after their starting and ending time.

D. Flexitime Bands—Those periods in which full-time employees may elect to start or end their workdays. The flexitime bands are 6:00 a.m. to 9:30 a.m. and 2:30 p.m. to 6:00 p.m.

E. Core Period—The times during the workday (9:30 a.m. to 2:30 p.m.) that a full-time employee covered by a flexitime or alternate work schedule (AWS) must work.

F. Lunch Period—A lunch period will be scheduled during the core period. The scheduled period will not be less than thirty (30) minutes. The lunch period will be scheduled to begin between the hours of 10:00 a.m. and 2:00 p.m. except in those situations where an employee's scheduled tour of duty ends at 2:30 p.m. If an employee's scheduled tour of duty ends at 2:30 p.m., the lunch period will be scheduled to begin no later than 1:30 p.m. Lunch periods may not be taken at the end of an employee's workday.

Section 2

General

A. The administrative work week begins at 12:01 a.m., Sunday and ends at midnight, Saturday. The basic work week and normal tour of duty within the administrative work

week is five (5), eight (8) hour workdays. Public Debt will notify NTEU as far in advance as possible prior to implementing a change in an employee's regularly scheduled work week. The notice shall be in writing and state the reason for the change.

B. The usual office hours of Public Debt are:

Washington: 8:30 a.m.—5:00 p.m.
Parkersburg: 8:00 a.m.—4:45 p.m.
Office of Financing and Office of the Commissioner: 9:00 a.m.—5:30 p.m.
SBMO Headquarters: 8:15 a.m.—4:45 p.m.
SBMO Field Offices--Varies

C. An employee will submit a written request to his or her supervisor to establish the employee's tour of duty. The starting time for the workday will be fixed on the quarter hour. The workday will commence between 6:00 a.m. and 9:30 a.m. and end between 2:30 p.m. and 6:00 p.m.

D. The flexitime and alternative work schedules established by this Agreement may be used only when consistent with Federal laws and government-wide rules and regulations.

E. The availability of alternative work schedules will be consistent with the work requirements of Public Debt.

F. No employee will be required to work an alternative work schedule.

G. No employee will be required to change his or her established tour of duty to accommodate the establishment of a new tour of duty for another employee once posting and work schedule assignments have been made.

H. Requests by employees to change from one alternative work schedule to another or to a flexitime schedule must be submitted in advance and any approved changes will become effective no later than two (2) pay periods from the date received.

I. When work requirements allow, and with supervisory approval, employees will be allowed to expand their lunch period for personal reasons by extending their work day or taking leave.

J. Except when inconsistent with work requirements, an employee on a flexitime or alternative work schedule may arrive at work during a period of time beginning one (1) hour before his or her fixed starting time and extending one (1) hour after his or her fixed starting time. During this two (2) hour period, the starting time will be the next five (5) minute interval. The employee's ending time will be adjusted accordingly. These changes do not require advance supervisory approval.

Section 3

AWS Bidding Process

A. When an opening occurs either by an employee vacating a tour of duty or management's decision to add additional tours of duty, that tour of duty will be posted for bidding.

B. Open AWS schedules will be posted for ten (10) workdays. Employees will bid on the opening. The most senior bidder determined by service computation date (SCD) will be assigned the schedule. The change will be made as soon as practicable.

C. If scheduling conflicts arise between qualified employees assigned to the same position, the SCD will be used to settle the dispute.

D. If a decision to eliminate a tour of duty is made, NTEU will be notified in writing of the reasons for the change.

Section 4

Scheduling of Non-Workday

A. Public Debt will establish the number of employees on AWS who will have the same nonworkday based on work requirements.

B. An employee on AWS may request to permanently change/exchange his or her scheduled day off if another day is available or if another employee within the same organizational component is agreeable to the change. Such requests must be submitted in writing at least one pay period in advance. Approved changes will become effective at the start of a pay period. If a request for a permanent change is disapproved because of Public Debt's work requirements or conflict with other established schedules, the employee will be provided with a brief written explanation.

C. An employee who elects the AWS option may occasionally elect to take another day off or exchange his or her scheduled day off with another employee. The exchange must be within the same position and work area. These changes must have advance supervisory approval. The change will be approved unless precluded by work requirements provided the change does not adversely affect the work schedule of another employee.

D. On a 4/10 schedule, the changed day off will be within the same work week as the employee's regularly scheduled day off. On a 5/4/9 schedule, the changed day off will be in the same pay period.

Section 5

Holidays

If a holiday falls on Friday, employees whose regular day off is Friday will change their regular day off to Thursday. If a holiday falls on Monday, those employees whose regular day off falls on Monday will change their regular day off to Tuesday. If an employee's regular day off and a holiday both fall on a Tuesday, Wednesday, or Thursday, Public Debt will designate an "in lieu of" regular day off.

Section 6

Charges of Leave

Employees will be charged with the appropriate number hours of leave corresponding to the number of hours regularly scheduled for that day.

Section 7

Breaks

A. Public Debt has determined that full time employees will be provided two (2) breaks each day. A work break should normally not exceed fifteen (15) minutes. They should be scheduled to allow a mid-morning and mid-afternoon break, and should be scheduled to maintain adequate coverage of essential functions at all times.

B. Employees may not combine paid work breaks with periods of unpaid time, lunch, and/or scheduled leave. This prohibits taking breaks at the beginning and ending of the tour of duty.

Section 8

Cessation of AWS

A. If an AWS causes, a reduction in productivity, a diminished level of service to the public, or an increase in the cost of agency operations, Public Debt may:

   1. Restrict employees' choices of arrival and departure times

   2. Exclude from participating in AWS any employee or group of employees

B. Management may temporarily suspend all AWS rights when emergency conditions exist. NTEU and the affected employees will be given as much notice as practical.

Section 9

Controls

A. Sign in/out sheets will be used to record employees' hours at work. Time clocks and time accumulators shall not be used for this purpose.

B. Any employee who repeatedly fails to observe the requirements of this Agreement may be excluded from further participation in the AWS as set forth in this Agreement.

C. An employee who has received formal notification of a work performance problem in accordance with Article 31 may be taken off a flexitime or AWS. This action will not limit management's right to address a performance problem. After the performance problem has been corrected, the employee may request to return to his or her original schedule.

D. An employee in on-the-job training status may be required to work a specific schedule.

E. An employee may be required to adjust his or her schedule temporarily to accommodate changes in work requirements or for formal training assignments (either trainee or trainer). The affected employee and NTEU shall be given as much advance notice as practical.

F. Any exercise of management's rights under this section shall be preceded by a five (5) workday notice to NTEU, except as provided in Section 8B. The Parties shall negotiate such changes to the extent allowed by law.

Section 10

Shifts

A. Public Debt agrees to consider requests for lateral reassignments within the same job series to fixed prime shift vacancies from employees assigned to fixed second, fixed third, or rotating shifts. All of the following criteria must be met before such consideration takes place:

1. Employees must be qualified for the vacant position.

2. Employees who have been assigned to the fixed second, fixed third, or rotating shift for the longest period will be given first consideration, except under extenuating circumstances.

3. The employee is eligible for reassignment.

B. NTEU will, upon request, be given listings of employees making requests for reassignment to prime shift vacancies if a grievance is being contemplated.

ARTICLE 21

OVERTIME

Section 1

General

A. Employees who work overtime will be compensated in accordance with applicable laws and regulations.

B. Consistent with work requirements and Public Debt's right to assign work, when overtime is necessary, employees will be permitted to perform it during the week or on weekends, at their option, as long as the determined amount is scheduled and worked.

Section 2

Compensatory Time

Upon written request by an employee, Public Debt may grant compensatory time instead of payment for the overtime assignment.

A. The compensatory time should be used within twelve (12) pay periods.

B. If the employee is covered by the Fair Labor Standards Act (FLSA) (that is, nonexempt) and the compensatory time is not used within twelve (12) pay periods, the employee will be paid for the overtime work at the rate in effect for the period in which it was earned.

C. If the employee is not covered by FLSA (that is, exempt), and the compensatory time is not used within twelve (12) pay periods, the employee shall lose their right to both compensatory time and to overtime pay unless the failure to use the compensatory time is due to an exigency of the Service beyond the employee's control.

Section 3

Assignment of Overtime

A. Public Debt will give employees as much advance notice of overtime assignments as is practicable under the circumstances.

B. Subject to the needs and requirements of Public Debt for differing positions, grades, skills and skill levels, the opportunity to work overtime hours will be equalized to the maximum extent possible.

1. Overtime will first be offered to those fully qualified employees normally assigned to the job.

2. If the overtime requirement can not be met in accordance with Section 3B.1. of this Article, then the overtime will be offered to other employees qualified to perform the task.

3. If there is an insufficient number of volunteers from Section 3B.1. and 3B.2. to perform the work, Public Debt may require those employees described in Section 3B.1. with the latest SCD to perform the work.

C. Employees, upon request, may receive temporary exemptions from the requirement to work overtime for legitimate medical reasons and other severe personal hardships. Manpower and workload requirements permitting, such exemptions shall be granted.

D. Public Debt will seek to avoid overtime assignments that result in employees working excessively long periods without a day off.

E. Public Debt will make available to NTEU, upon request, current records of overtime assignments of employees to aid in resolving problems in overtime distribution.

Section 4

Minimum Compensation

An employee required to work irregular and occasional overtime work on a day when work was not scheduled or for which they were required to return to work shall receive a minimum of two (2) hours of overtime pay or compensatory time.

ARTICLE 22

ANNUAL LEAVE

Section 1

General

A. All annual leave, including emergency annual leave, will be documented via an SF-71 or by electronic mail whether or not advance written request is required. Such documentation will be furnished in a timely manner, normally, before the end of the pay period.

B. All annual leave, except for emergency annual leave, must normally be requested in advance. Such requests must be in writing on an SF-71 or via electronic mail if the leave is for more than one (1) full workday.

C. Annual leave may be used and charged in increments of a quarter hour.

D. Public Debt may approve a change in an employee's scheduled annual leave provided the change does not adversely affect the annual leave scheduled for another employee.

E. With the understanding and assurance that the necessary work of the agency will be accomplished, employees and managers will work together to ensure that the maximum number of employees will be granted leave during holiday periods.

Section 2

Extended Annual Leave

A. Public Debt agrees to grant earned annual leave in a manner which permits employees, if they wish, to take at least two (2) consecutive weeks of annual leave each year, unless work requirements of Public Debt preclude the granting of such leave. (Note: As used in this Article, "work requirements of Public Debt refers to those requirements necessary to complete a given job or function.)

B. Requests for extended leave (that is, annual leave of five (5) or more consecutive workdays, four (4) workdays in a holiday week, or the equivalent for those on an alternative full time schedule) shall be considered for approval in accordance with the following schedule:

1. Employees will attempt whenever possible to submit written requests for extended annual leave between January 2 and February 15 for leave to be used during the remainder of the leave year.

2. Such leave requests shall be approved as soon as possible after February 15, unless work requirements preclude such approval.

3. If work requirements preclude such approval, Public Debt shall notify employees in writing as soon as possible after February 15 concerning when Public Debt expects to be able to approve such leave.

4. Once such requests have been approved, the approval shall not be revoked unless the absence would preclude Public Debt from meeting work requirements.

5. Should a conflict arise among extended annual leave requests submitted during this period and approval of all requests would preclude Public Debt from meeting its work requirements, the length of total Federal Government service shall govern.

6. A waiting list will be established consisting of those employees whose leave requests were unable to be honored and will be used to fill any openings for additional leave when they exist.

7. Requests for extended annual leave submitted between January 2 and February 15 and which have been approved shall have precedence over all other annual leave requests.

8. Requests for extended annual leave submitted after February 15 will be granted as soon as possible after submission and on a first come first serve basis.

Section 3

Emergency Annual Leave

A. Requests for approval of emergency annual leave (that is, annual leave for absences which could not be anticipated in advance) must be made to the immediate supervisor or designee, as soon as possible on the first day of absence. These requests shall be made no later than two (2) hours after the employee's normal reporting time unless the difficulties encountered prevent compliance with the two (2) hour limit, in which case the employee will request approval as soon as possible. If emergency annual leave is requested by an employee and subsequently denied by Public Debt, an employee shall be allowed a reasonable amount of annual leave or leave without pay, as appropriate, to report to work before such an employee is charged as absent without leave (AWOL), except for those employees subject to the restrictions in Section 3B.

B. In those cases where Public Debt has sound reason to believe that an employee is abusing "emergency" annual leave, the employee shall be counseled concerning such abuse. If such counseling is unsuccessful, and the employee continues to abuse "emergency" annual leave, Public Debt may issue a written notice to the employee that all subsequent "emergency" annual leave absences must be supported by credible evidence justifying such absences.

Section 4

Same Day Leave

Employee requests for same day leave which are not of an emergency nature will normally be submitted in writing. The supervisor will approve or deny such requests upon receipt.

Section 5

Short Term Leave

Employee requests for short term leave, excluding leave described in Section 4, will be submitted in writing. The supervisor will approve such requests, based on work requirements, on a first come first serve basis as soon as possible.

Section 6

Use or Lose

Use or lose annual leave must be scheduled in writing before the start of the third biweekly pay period prior to the end of the leave year to avoid forfeiture.

Section 7

Time Off for Religious Observances

A. Employees whose religious beliefs require that they abstain from work for certain periods of the workday or workweek may elect to take annual leave, leave without pay, or compensatory time off. Employees may be granted advance compensatory leave if they have not earned enough compensatory time to cover the absence.

B. As in other leave situations, employees should anticipate when they will need such religious leave. Requests for such leave should be made as far in advance as possible, but not later than one (1) pay period in advance of the beginning of the time off. Such advance notice will enable Public Debt to adjust work schedules with minimal disruption to the office.

C. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of Public Debt's mission, Public Debt shall afford an employee the opportunity to earn compensatory time before or after the granting of compensatory time off for religious leave. An employee can begin to earn compensatory time twelve (12) pay periods in advance of the date of the requested religious observance. A grant of advanced compensatory time off for religious observances shall be repaid by the appropriate amount of compensatory overtime work within six (6) pay periods of its use. Time not repaid will be charged to the employee's annual leave account at the end of the sixth (6) pay period and by amending the time card(s) as appropriate. Public Debt shall keep appropriate records of the compensatory time earned and used.

D. An employee's request shall be made in writing and will contain a statement that the compensatory time will be used for this purpose. The request will also contain the date and time of the planned absence.

E. The supervisor will be responsible for approving requests for compensatory time and shall also be responsible for scheduling such compensatory time as may be necessary to earn or repay approved compensatory time for this purpose.

F. If the employee has earned compensatory time in anticipation of using it for religious leave, and is unable to use the time for this purpose, he or she will be compensated at the regular rate of pay.

ARTICLE 23

SICK LEAVE

Section 1

General

A. Employees will earn sick leave in accordance with applicable statutes and regulations.

B. Public Debt has the authority and the responsibility to determine that an employee's illness is such as to incapacitate him or her from the job and that other reasons for which sick leave are granted are true.

C. Requests for approval of sick leave for nonemergency, medical, dental, or optical examinations or treatments will be submitted where practicable at least one (1) workday in advance to the immediate supervisor or designee on an SF-71.

D. Requests for approval of sick leave for absences which could not be anticipated in advance must be made to the immediate supervisor or designee as soon as possible on the first day of an absence. These requests shall be made no later than two (2) hours after the normal time for reporting to work unless the degree of illness, injury, or other difficulties encountered prevent compliance with the two (2) hour limit in which case the employee will request approval as soon as possible.

E. An employee will call on the first day of an absence because of illness and furnish an estimate of how long he or she will be on sick leave. The employee will call the immediate supervisor or designee if he or she is unable to return to work within the estimated time.

F. In cases where it is not possible to submit a written request in advance, the employee will, upon return to duty, submit a written request on an SF-71 to document the sick leave previously requested and approved.

G. Sick leave may be used and charged in increments of a quarter hour.

Section 2

Appropriate Use of Sick Leave

Public Debt shall approve earned sick leave for an employee when the employee:

A. Receives medical, dental, or optical examination or treatment.

B. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement.

C. Would jeopardize the health of others by their presence at their posts of duty because of exposure to a contagious disease.

D. Is incapacitated by emotional bereavement caused by the death of a family member.

E. Meets the criteria listed in Article 24, Section 3A.

Section 3

Certification/Medical Documentation

A. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of leave for sick leave purposes for a period of three (3) consecutive days or less, unless the employee is subject to sick leave restrictions as discussed in Section 4 of this Article.

B. 1. Requests for approval of leave for sick leave purposes for periods of more than three (3) consecutive days shall be supported by a medical certificate or by the employee's personal certification, at the option of the employee, unless the employee is subject to sick leave restriction as discussed in Section 4 of this Article.

2. On a case-by-case basis, an employee may be required, when reasonable and necessary, to provide a medical certificate in lieu of, or in addition to, a personal certification. This requirement may be challenged under Article 32, Negotiated Grievance Procedure.

3. Public Debt will treat as confidential any medical information given by an employee in support of a request for sick leave. Public Debt may disclose such information subject to its Privacy Act obligations, for work related reasons only on a need to know basis.

Section 4

Leave Abuse

A. In those cases where Public Debt has sound reasons to believe that an employee is abusing his or her sick leave (abuse of sick leave shall be defined as use of sick leave for purposes other than those set forth in Section 2 of this Article) management shall:

1. Discuss his/her concerns with the employee.

2. Counsel the employee in those situations where the discussion did not resolve management's concerns.

3. If counseling was unsuccessful and the employee continues to abuse his or her sick leave, issue a written notice to the employee that all subsequent sick leave absences must be supported by a medical certificate on the medical provider's letterhead. The certificate must state the employee's name, the period of medical care and certify from a medical standpoint that the employee's condition during the absence was such that the doctor or practitioner considered the employee unable to work. Additionally, any special needs of the employee shall be indicated on the certificate.

B. Employees who because of illness are released from duty may not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. If the employee is required to provide a medical certificate, the employee must be advised, prior to being released, that a medical certificate is required. All days following the initial absence will require a medical certificate.

C. All written notices of sick leave restrictions shall describe the frequency, pattern, and circumstances which led to its issuance.

Such notices will not be considered disciplinary action. Notices will be reviewed by management at the end of the notice period, not to exceed six (6) months, and will be canceled if there is not sound reason to believe that sick leave has been abused during the notice period.

D. In cases where management has evidence that an employee has used approved sick leave for purposes for which it was not intended and a discussion between the supervisor and employee supports this conclusion, a medical certificate, as defined in Section 4A, may be required to substantiate such sick leave. Under such conditions, if a medical certificate cannot be produced and other circumstances indicate the violation is more serious than ordinary leave abuse; written counseling is not required before taking appropriate corrective action.

Section 5

Documenting Chronic Conditions

If an employee suffers from a chronic condition which does not necessarily require medical treatment, even though absence from work may be necessary, the employee will not be required to furnish a medical certificate for each absence if a medical certificate of the chronic condition has been previously furnished.

A. The medical certificate must include the date the health condition commenced and the probable duration and frequency of episodes of incapacity caused by the health condition.

B. The medical certificate should provide an explanation of any special condition. If the special condition requires a reasonable accommodation and the employee has requested such accommodation, the employee will provide any additional medical documentation necessary to support the granting of the request.

C. Public Debt may periodically require that such documentation be updated.

D. Such documentation will be provided to and maintained by the supervisor in such a manner that will ensure the employee's privacy and will only be accessible to others on a need to know basis, as described in Section 3B.3.

Section 6

Substitution of Leave

A. An approved absence which would otherwise be chargeable to sick leave may be charged to earned annual leave if requested by the employee and approved by management. However, this does not apply to leave which has been approved and used as sick leave.

B. An approved absence which would otherwise be chargeable to sick leave may be charged to earned annual leave or leave without pay, at the employee's option, if the employee's earned sick leave is exhausted.

Section 7

Advanced Sick Leave

A. Public Debt agrees to honor requests for advanced sick leave in a fair and equitable manner.

B. An employee shall be granted advanced sick leave upon meeting all of the following conditions:

1. The employee is eligible to earn sick leave.

2. The employee's request does not exceed two hundred and forty hours (240) hours.

3. There is no reason to believe the employee will not return to work after having used the leave.

4. The employee has provided acceptable medical documentation, as described in Section 4A.3., of the need for advanced sick leave.

5. The employee is not subject to the restriction of Section 4A.3.

ARTICLE 24

FAMILY LEAVE

Section 1

Maternity Leave

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

B. Any period of absence related to pregnancy and childbirth that is not medically certified as incapacitation for duty may not be charged to sick leave. Such periods must be charged to earned annual leave or leave without pay if requested by the employee and if approved by management.

Section 2

Paternity Leave

A male employee who wants to help with the care of his minor children or care for the newborn child's mother in relation to her pregnancy or childbirth may request a period of absence using earned leave or leave without pay. He may also be entitled to the provisions of Sections 3 or 4 of this Article, if appropriate.

Section 3

Family-Friendly Sick Leave

A. Management shall approve sick leave when the employee requests leave to:

1. Provide care for a family member who is incapacitated by a minor medical condition. Examples of a minor condition include the common cold, the flu, earache, etc.

2. Accompany a family member who receives medical, dental, or optical examination or treatment.

3. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

4. Provide care for a family member with a serious health condition. Examples of a serious health condition include pregnancy, childbirth, heart attack, cancer, kidney dialysis, physical therapy, stroke, Alzheimer's disease, etc. Other examples may be found in Office of Personnel Management (OPM) guidance.

B. An employee may use up to one hundred four (104) hours of earned sick leave per leave year for purposes described in Sections 3A.1, 3A.2, and 3A.3, provided he or she maintains a balance of at least eighty (80) hours of sick leave at the time the leave is taken.

C. An employee may use up to four hundred eighty (480) hours of earned sick leave per leave year for purposes described in Section 3A.4, provided he or she maintains a balance of at least eighty (80) hours of sick leave at the time the leave is taken. Any leave used during the leave year under Section 3A.1, 3A.2, or 3A.3 must be subtracted from the 480 hours available.

D. An employee with a sick leave balance of less than eighty (80) hours may use up to forty (40) hours of earned or advanced sick leave per leave year for purposes described in Sections 3A.

E. The limits and entitlements referenced in Sections 3B., 3C., and 3D. are proportionate for part-time employees.

Section 4

Family and Medical Leave (FMLA)

A. As provided under the FMLA, a full-time employee is entitled to a total of twelve (12) administrative workweeks of leave without pay during any twelve (12) month period. The leave may be used consecutively or intermittently and must be used for one (1) or more of the following purposes:

1. The birth or adoption of a son or daughter, or placement for foster care of a son or daughter, and care of the child.

2. The care of a family member with a serious health condition.

3. The employee's serious health condition that makes him or her unable to perform the essential functions of his or her position.

B. The entitlement to leave without pay under Section 4A.1. may begin prior to or on the actual birth, adoption, or foster care placement. The entitlement will expire twelve (12) months after the date of birth, adoption or foster care placement.

C. The twelve (12) month period will begin on the date an employee first takes leave for reasons listed in Section 4A.

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

E. An employee must invoke their entitlement to leave under FMLA in writing.

1. The employee's written request must specifically state that the request is being made under FMLA. Unless a request for leave specifically states that it is being used as part of the employee's entitlement to FMLA, it cannot be counted against the employee's entitlement.

2. If leave taken under this Section is foreseeable, the employee must request the leave at least thirty (30) calendar days before the date the leave is to begin. If the need for leave is not foreseeable and the employee cannot provide thirty (30) days notice, the employee must provide notice within a reasonable period of time appropriate to the circumstances involved.

3. An employee may not retroactively invoke his or her entitlement to leave under FMLA. If the employee and his/her personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA leave during the entire FMLA-qualifying absence, the employee may invoke his/her entitlement to FMLA leave within two (2) workdays after returning to work. The employee must provide appropriate documentation to substantiate his/her inability to invoke FMLA during the entire absence.

4. The employee may request to substitute paid leave for leave without pay taken under FMLA. Substituted leave may include annual leave (earned or advanced); sick leave (earned or advanced), if appropriate; or donated leave received through the Leave Transfer Program. Sick leave may only be substituted for the purposes set forth in Sections 3.A. and 5 of this Article and in Article 23, Section 2. If the FMLA leave is taken to care for a family member with a serious health condition, substituted sick leave is subject to the limits outlined in Sections 3B., 3C., and 3D. of this Article.

F. Leave requested under FMLA must be supported by written medical certification issued by the health care provider of the employee or of the employee's family member, as appropriate. The medical certification shall include:

1. The date the serious health condition began.

2. The probable duration of the serious health condition.

3. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider.

4. If the leave is to care for a family member, a statement that the family member requires psychological and/or physical care; requires assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; or would benefit from the employee's care or presence.

5. The date(s) on which treatment is to be given and the duration of the treatment(s), if leave is used on an intermittent basis.

6. If the leave is for the employee's own condition, a statement that the employee is unable to perform the essential functions of his/her position.

G. Normally, the employee must provide medical documentation no later than 15 calendar days after requesting the FMLA leave.

Section 5

Sick Leave for Adoption

A. Management shall approve sick leave (earned or advanced, if appropriate) when an employee requires absence due to specific reasons related to the adoption of a child. These absences may include appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; or any other activities necessary to allow the adoption to proceed.

B. Sick leave used for adoption purposes is not subject to the limits outlined in Sections 3 and 4 above.

ARTICLE 25

VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1

General

A. An employee experiencing a "medical emergency" (including a medical condition of a family member) is eligible to become a leave recipient under the voluntary leave transfer program.

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

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

Section 2

Application to be a Leave Recipient

A. An employee must make a written application on a Leave Transfer Program Recipient Request, PD F 5283, to become a leave recipient. If the employee is not capable of making an application on his or her own behalf, a personal representative may submit the application. PD F 5283 may be obtained in the Human Resources Division.

B. The completed PD F 5283 must be submitted to the Human Resources Division or designee with the appropriate medical certification.

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

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

E. Upon approval, the Human Resources Division will immediately notify the applicant or personal representative of the following:

1. The application has been approved.

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

3. The applicant can request Public Debt to accept the transfer/donation of annual leave from a family member(s) employed by another agency (see Section 4).

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

1. The application was disapproved

2. The reasons for disapproval

G. An employee can request reconsideration of a disapproved application by providing additional information or supporting documentation. Requests for reconsideration should be submitted to the Human Resources Division.

H. If the application is disapproved, the applicant may grieve the disapproval to the Executive Director, Administrative Resource Center. NTEU may elect to invoke expedited arbitration after this step.

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

Section 3

Soliciting Leave Donations

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

B. An approved leave recipient can request Public Debt assistance in soliciting leave donors. Assistance will be provided by the Human Resources Division.

C. When Public Debt provides assistance in soliciting for leave donors, a notice will be sent to all employees providing the name of the leave recipient, office location, and amount of leave needed. A brief, general statement describing the medical condition requiring donated leave may also be included. It is expressly understood that the solicitation statement will disclose only the information consented to by the employee or his or her personal representative.

Section 4

Donations from Outside the Bureau of the Public Debt

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

A. The donor is a family member of the leave recipient and submits a written request to Public Debt to donate leave.

B. Public Debt has determined that the number of hours to be donated from Public Debt employees will not be enough to meet the needs of the leave recipient and that accepting leave donated from other agencies furthers the purpose of the Program.

Section 5

Leave Donor

A. Public Debt employees must submit a voluntary written request on a Leave Donor Request, PD F 5284, to transfer (donate) a specific number of hours from their accrued annual leave account to a specific approved leave recipient. Completed forms will be submitted to the Human Resources Division.

B. Under normal circumstances, approval or denial of an application will be made in writing within four (4) workdays after a properly completed application is received. However, if more time is needed, the local chapter president shall be notified. Extensions shall be handled on a case by case basis. Under no circumstances shall the notification of approval or denial of a request exceed ten (10) workdays.

C. An employee will be given written reasons for the disapproval of an application.

Section 6

Leave Donation Limitations

A. A leave donor cannot donate leave to their immediate supervisor.

B. A leave donor cannot donate any more than a total of one-half (1/2) the annual leave they can accrue during the leave year the donation is made.

C. A leave donor may not donate projected leave; the leave must be in the donor's account before the transfer occurs.

D. A leave donor with projected use or lose leave can donate the lesser of the following:

1. One-half (1/2) the annual leave entitled to accrue during the leave year the donation is made.

2. The number of hours remaining in the leave year (as of the date of transfer) that the donor is scheduled to work and receive pay.

E. The minimum leave donation is two (2) hours.

Section 7

Waiver of Leave Donation Limitation

A. Except as provided in Sections 6A., 6C., 6D.1., and 6D. 2., waivers of the leave donation limitation will be granted when either of the following criteria exist:

1. The donation is by a family member of the leave recipient.

2. It is apparent that there will be insufficient donations of leave to meet the needs of the leave recipient.

B. Any request for a waiver must be submitted to the Human Resources Division or designee.

C. A denial of a request for a waiver may be grieved to the Executive Director, Administrative Resource Center. NTEU may elect to invoke expedited arbitration after this step.

Section 8

Accrual of Annual and Sick Leave

A. While using donated leave, the maximum amount of annual leave that can be accrued by a leave recipient is forty (40) hours. It will be maintained in a separate leave account.

B. While using donated leave, the maximum amount of sick leave that can be accrued by a leave recipient is forty (40) hours. It will be maintained in a separate leave account.

For part-time employees, the maximum amount of annual and sick leave that can be accrued shall be no more than the average number of hours in the employee's regularly scheduled tour of duty.

C. Annual and sick leave accrued while a leave recipient is using donated leave cannot be used or credited to the leave recipient's regular leave account(s) until the beginning of the first pay period after the date the medical emergency ends or, if the medical emergency has not ended, once the employee has exhausted all leave through donations.

Section 9

Ending a Medical Emergency

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

1. When the leave recipient's Federal service ends.

2. At the end of the pay period that Public Debt receives written notice from the leave recipient or personal representative that the medical emergency is over.

3. At the end of the pay period Public Debt decides, after written notice and an opportunity for the leave recipient or personal representative to answer orally or in writing, that the leave recipient's medical emergency has ended.

4. At the end of the pay period Public Debt is notified by OPM that the leave recipient has been approved for disability retirement.

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

Section 10

Voluntary Program Participation

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

ARTICLE 26

ADMINISTRATIVE LEAVE

Section 1

Voting

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

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

Section 2

Brief Emergency Absences

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

Section 3

Contract Review

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

Section 4

Weather Emergencies

A. Public Debt agrees that whenever it becomes necessary to close an office because of inclement weather or any other emergency situation and to grant administrative leave to

those who are excused, because of the emergency, reasonable efforts will be made to inform all employees by private or public media. An emergency situation is one which is general rather than personal in scope and impact. It may be caused by such developments as heavy snow or severe icing conditions, floods, earthquakes, tornadoes or other natural disasters; air pollution, massive power failures; major fires or serious interruptions to public transportation caused by such incidents as strikes of local transit employees or mass demonstrations.

B. If hazardous weather or emergency conditions existing within the employee's normal commuting area prevent an employee from reporting to work, and the post of duty is not closed, an employee may be granted administrative leave for the day, or that part of a day, during which conditions prevented the employee from reporting to work. To be eligible for leave, the employee must provide the supervisor with a written request stating that he or she made a reasonable effort to report to work but that such conditions prevented the employee from doing so. The request should address the appropriate factors below. In considering whether to approve the request, management may consider the following factors:

1. The distance between the employee's residence and place of work

2. The mode of transportation normally used by the employee

3. Efforts by the employee to get to work

4. The success of other employees similarly situated

5. Physical disability of the employee

6. Local travel restrictions

Section 5

Court Leave

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

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

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

D. When an employee utilizing the provisions of Sections 5B. and 5C., above, is excused by the Court for a day, or a major part of a day, the employee shall return to duty or be charged annual leave for the duration of the employee's absence.

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

Section 6

Blood Donor Program

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

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

Section 7

Personnel Security Investigations

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

ARTICLE 27

LEAVE OF ABSENCE

Section 1

NTEU Officials

Public Debt agrees to approve a leave of absence for a unit employee in each office for the purpose of serving in a full-time elective or appointive position with NTEU, subject to work requirements. The term of the leave of absence for an elected official will run concurrently with the term of the office and will be renewed automatically by Public Debt upon notification that the employee has been reelected. The length of absence for an appointed position will be for up to two (2) years and will be renewed for up to one (1) additional two (2) year period upon request, subject to work requirements.

Section 2

Job Related Study

Public Debt agrees to allow a maximum of three (3) bargaining unit employees in each office at any one time to take leave without pay for up to one (1) year after the completion of five (5) years of service to engage in full time job-related study, subject to work requirements. If there are more eligible applicants than the leaves of absence as described above, length of Public Debt service will be used to determine the selection. (The study referred to in this Section is basically for the purpose of employee self-development and will not be paid for by Public Debt.)

ARTICLE 28

PROBATIONARY EMPLOYEES

Section 1

General

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

Section 2

Guidance

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

   1. Explain what is required of the employee in the position.

   2. Identify area(s) where the employee needs improvement.

   3. Suggest ways or means for the employee to improve his or her performance or conduct.

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

Section 3

Termination Based on Preemployment Issues

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

A. Public Debt will, if sufficient probationary time remains, give the affected employee notice that the termination is proposed to become effective fifteen (15) calendar days from the date that such notice is received by the affected employee, or such notice as the remaining probationary period permits. Such notice will contain a specific and detailed statement of the reasons for the proposed termination.

B. Public Debt agrees to meet with an affected probationary employee upon request and/or accept a written statement from that employee relating to his or her termination. If a written statement and/or meeting is elected by the employee, the meeting will take place and/or the written statement will be submitted within ten (10) calendar days of the employee's receipt of the notice referred to in Section 3A. of this Article (or prior to the expiration of the probationary period if fewer than ten (10) days remain), provided that if the tenth (10th) calendar day falls on a weekend or federal holiday, the time limits for holding such a meeting and/or submitting such a written statement will be extended to the next workday. If the employee elects both the written statement and the meeting, the written statement must be delivered to Public Debt one (1) full workday prior to the date of the meeting. If a meeting is held, the employee may be accompanied by a local chapter steward and/or a national representative of NTEU.

C. An employee who is terminated for reasons based in whole or in part on conditions arising before their appointment, will be advised by Public Debt whether the proposal to terminate is sustained or rescinded after considering the employee's written statement and/or oral statement, if any, made at the meeting. Public Debt will consider the employee's written and/or oral statement(s) before reaching a final decision as to whether to terminate the employee.

Section 4

Termination Based on Post Employment Issues

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

Section 5

Final Decision/Appeal Rights

A. Public Debt's final decision regarding termination will be conveyed to the employee in writing and will inform the employee of any and all applicable statutory appeal rights available to them.

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

ARTICLE 29

DISCIPLINARY ACTIONS

Section 1

General

A. A disciplinary action for the purposes of this Article is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension of fourteen calendar days or less.

B. No bargaining unit employee will be the subject of a disciplinary action except for reasons which will promote the efficiency of the Service.

C. Public Debt endorses and adopts the concept of progressive discipline.

D. The burden of proof in disciplinary actions shall be substantial evidence.

E. An employee who receives from Public Debt a proposed suspension of 14 calendar days or less, notice of decision to suspend for 14 calendar days or less, reprimand, or oral admonishment confirmed in writing will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU CHAPTER _____." (The blank to be filled in with the number of the appropriate NTEU Chapter.)

Section 2

Investigatory Rights

NTEU shall be given the opportunity to be represented at any examination of an employee in the unit as provided in Article 3, Section 8.

Section 3

Documentary Evidence

A. An employee will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied upon by Public Debt which form the basis for the disciplinary action.

B. Consistent with the requirements of the Privacy Act the employee will, upon request, be furnished with a copy of all other material contained in the case file relevant to the disciplinary action.

C. If probable cause exists and is demonstrated to the arbitrator by NTEU on appeal that Public Debt is retaining materials favorable to the employee in connection with the disciplinary action, and such favorable material has not been provided by Public Debt, upon request of the arbitrator the material will be furnished to the arbitrator for an in camera inspection. The arbitrator will determine if such material shall be provided to the employee and the NTEU Union representative by Public Debt. Rules of confidentiality imposed and interpreted by Public Debt will be followed by the arbitrator.

Section 4

Employee Rights

A. An employee against whom a suspension of fourteen (14) calendar days or less is proposed is entitled to:

1. Fifteen (15) calendar days advance written notice stating the specific reasons for the proposed action.

2. Respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of his or her position. A request to respond orally must be submitted within ten (10) calendar days from receipt of such notice. In the event that the employee requests an oral reply, management shall schedule a meeting to occur as soon as practical after receipt by the employee of the letter of proposed action, but no later than fifteen (15) calendar days from receipt of the proposal. The Parties may mutually agree to extend these time frames.

3. Be represented by an attorney or other representative during the reply period.

4. A written decision and the specific reasons for the decision at the earliest practicable date. This letter shall state which reasons and specifications are sustained and will address factual disputes, if any, raised by the employee's reply.

B. If an employee is representing himself or herself and makes an oral reply, Public Debt will prepare a summary of the oral reply and will provide a copy to the employee and NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

C. If NTEU is representing the employee and an oral reply is made, Public Debt will prepare a summary of the oral reply and will provide a copy to NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

D. If any Party, including an employee representing himself or herself, desires a verbatim transcript, that Party must arrange for the transcript and bear the expense. If the Parties

mutually desire a transcript, Public Debt will make arrangements for the transcript and the Parties will share the expense. If a verbatim transcript is prepared, a copy will be provided to each Party.

Section 5

Nexus

A. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by Public Debt, so long as it does not interfere with the efficiency of the Service. Under the nexus standard, an employee cannot be disciplined for off-duty misconduct unless Public Debt can establish a relationship between the off-duty misconduct and the efficiency of the Service. The nexus statement shall be included in the notice of proposed action.

B. If the notice of proposed action is revised because of a change in the statement of nexus, the employee will have the opportunity to make an oral and/or written answer to the new statement of nexus. The limits set forth in Section 4 above will apply to the amended notice.

C. Where an oral answer is submitted, Public Debt shall make a written summary of the answer. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) workdays from receipt of the written summary to send corrections of the summary to Public Debt. If Public Debt sends the summary to the representative by express mail or hand delivery, the representative will return the corrections by express mail or hand delivery.

D. Letters of official reprimand which are based on reasons of off-duty misconduct will also state a nexus between such misconduct and the efficiency of the Service.

Section 6

Retention in Official Personnel Folder

A. Letters of reprimand shall be placed in an employee's Official Personnel Folder for the period of time specified in the letter but not to exceed two (2) years.

B. Letters of confirmation of oral admonishment shall be placed in an employee's Official Personnel Folder for the period of time specified in the admonishment, but not to exceed one (1) year.

Section 7

Appeal Rights

If Public Debt issues a written reprimand, an oral admonishment confirmed in writing, or a decision to suspend for fourteen (14) days or less and the employee is dissatisfied, the employee may file a grievance at the level of the issuing official.

ARTICLE 30

ADVERSE ACTIONS

Section 1

General

A. An adverse action for the purpose of this Article is:

1. A suspension for more than fourteen (14) calendar days

2. A removal

3. A reduction in grade

4. A reduction in pay

5. A furlough of thirty (30) calendar days or less

B. This Article applies to bargaining unit employees who have completed their probationary period or equivalent.

C. No bargaining unit employee will be subject to an adverse action except for reasons which will promote the efficiency of the Service.

D. This Article does not include actions taken pursuant to Article 31 (Actions Based On Unacceptable Performance).

E. The notice period specified in this Article does not apply for any exception as stated in applicable laws and regulations.

F. The burden of proof in adverse actions shall be preponderance of the evidence.

G. In deciding what action may be appropriate, Public Debt shall give due consideration to the relevance of any mitigating or aggravating circumstances. Such consideration is not required for reductions in grade or pay based upon a classification action/decision and furloughs of thirty (30) days or less.

H. An employee who receives from Public Debt a proposal/decision to suspend for more than fourteen (14) calendar days, proposal/decision to remove, proposal/decision to reduce in grade and/or pay, or proposal/decision to furlough for thirty (30) days or less will simultaneously receive a copy of such notification which states at the top of the first page in

capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU CHAPTER _____." (The blank to be filled in with the number of the appropriate NTEU Chapter.)

Section 2

Investigatory Interviews

NTEU shall be given the opportunity to be present at any examination of an employee in the unit as provided in Article 3, Section 8.

Section 3

Employee Rights

A. An employee against whom any adverse action is proposed is entitled to:

1. At least thirty (30) calendar days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

2. Respond orally and /or in writing and to furnish affidavits and other documentary evidence in support of his or her position. A request to respond orally must be submitted within ten (10) calendar days from receipt of such notice. In the event that the employee requests an oral reply, management shall schedule a meeting to occur as soon as practical after receipt by the employee of the letter of proposed action, but no later than fifteen (15) calendar days from receipt of the proposal. If the employee submits a written reply, the reply must be received no later than fifteen (15) calendar days from receipt of the proposal. The Parties may mutually agree to extend these time frames.

3. Be represented by an attorney or other representative.

4. A written decision and the specific reasons for the decision at the earliest practicable date.

B. If an employee is representing himself or herself and makes an oral reply, Public Debt will prepare a summary of the oral reply and will provide a copy to the employee and NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

C. If NTEU is representing the employee and an oral reply is made, Public Debt will prepare a summary of the oral reply and will provide a copy to NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

D. If any Party, including an employee representing himself or herself, desires a verbatim transcript, that Party must arrange for the transcript and bear the expense. If the Parties mutually desire a transcript, Public Debt will make arrangements for the transcript and the Parties will share the expense. If a verbatim transcript is prepared, a copy will be provided to each Party.

Section 4

Nexus

A. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by Public Debt so long as it does not interfere with the efficiency of the Service. Under the nexus standard, an adverse action cannot be taken against an employee for off-duty misconduct unless Public Debt can establish a relationship between the off-duty misconduct and the efficiency of the Service. The nexus statement shall be included in the notice of proposed action.

B. If the notice of proposed action is revised because of a change in the statement of nexus, the employee will have the opportunity to make an oral and/or written answer to the new statement of nexus. The limits set forth in Section 3 will apply to the amended notice. The Parties intend that an oral response should be made only in exceptional cases.

C. Where an oral answer is submitted, Public Debt shall make a written summary of the answer. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) workdays from receipt of the written summary to send corrections of the summary to Public Debt. If Public Debt sends the summary to the representative by express mail or hand delivery, the representative will return the corrections by express mail or hand delivery.

Section 5

Documentary Evidence

A. An employee will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by Public Debt which form the basis for the adverse action.

B. Consistent with the requirements of the Privacy Act the employee will, upon request, be furnished with a copy of all other material contained in the case file relevant to the adverse action.

C. If probable cause exists and is demonstrated to the arbitrator by NTEU on appeal that Public Debt is retaining materials favorable to the employee in connection with the adverse action, and such material has not been provided by Public Debt, upon request of the arbitrator the material will be furnished to the arbitrator for an in camera inspection. The arbitrator will determine if such material shall be provided to the employee and the union representative by Public Debt. Rules of confidentiality imposed and interpreted by Public Debt will be followed by the arbitrator.

Section 6

Appeal Rights

A. If Public Debt's final decision is to effect an adverse action against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board (MSPB) in accordance with applicable law, or with the consent of NTEU to binding arbitration. Under no conditions may an employee appeal an adverse action to both MSPB and arbitration.

B. If an employee elects to appeal an adverse action to arbitration, NTEU must invoke arbitration within twenty (20) workdays of the employee's receipt of Public Debt's final decision. The notice invoking arbitration must be given by certified mail, hand delivery, or other means (that is, fax) to Public Debt. If the invocation is transmitted by other means, it is the responsibility of the sender to verify timely receipt.

ARTICLE 31

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1

General

A. Pursuant to 5 U.S.C. 4303, an action based on unacceptable performance, for the purpose of this Article, is defined as the reduction in grade or removal of an employee whose performance fails to meet established performance standards in one or more critical elements.

B. Public Debt has determined that the performance of all employees covered by this Agreement will be measured under four (4) standardized elements. Each element is considered a critical element.

C. This Article applies only to bargaining unit employees who have completed their probationary period or equivalent.

D. An employee who receives a notification of opportunity to improve, proposal/decision to reduce in grade, or a proposal/decision to remove will simultaneously receive a copy of such notification which states at the top of the first page in capital letters: "THIS COPY MAY AT YOUR OWN OPTION BE FURNISHED TO NTEU CHAPTER _____." (The blank to be filled in with the number of the appropriate NTEU Chapter.)

E. The burden of proof in actions based on unacceptable performance shall be substantial evidence.

Section 2

Opportunity to Improve

A. A Notice of Opportunity to Improve may be given at any time during the appraisal cycle. The supervisor should issue this notice as soon as he or she is aware that an employee's performance is at the unacceptable level.

B. Prior to issuing a notice of proposed action based upon unacceptable performance, a Notice of Opportunity to Improve will be issued to the employee which contains the following:

1. An identification of the standardized elements and performance standards for which performance is unacceptable.

2. What the employee must do to bring his or her performance up to an acceptable level.

3. A statement that the employee has a reasonable period of time (specified in calendar days) in which to bring his or her performance up to an acceptable level.

4. What Public Debt will do to assist the employee to improve the alleged unacceptable performance during the opportunity period.

C. During the opportunity to improve period, the employee is encouraged to share suggestions with the supervisor concerning the content of the notice referred to in Sections 2A. and 2B. (this can be done orally or in writing).

D. Neither NTEU nor the employee may grieve the letter referred to in Sections 2A. or 2B.

Section 3

Employee Rights

A. An employee whose reduction in grade or removal is proposed under this Article shall be provided thirty (30) calendar days advance written notice. This notice shall identify:

1. The specific instances of unacceptable performance by the employee on which the proposed action is based.

2. The standardized element(s) of the employee's position involved in each instance of unacceptable performance.

3. The performance standard(s) of the employee's position involved in each instance of unacceptable performance.

4. A statement of the employee's right to be represented by an attorney or representative.

5. A statement of the employee's right to answer orally and in writing.

6. A statement of the employee's right to review the material relied upon to support the proposed action.

B. An employee is entitled to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of his or her position. A request to respond orally must be submitted within ten (10) calendar days from receipt of such notice. In the event

the employee requests an oral reply, management shall schedule a meeting to occur as soon as practical after receipt by the employee of the letter of proposed action, but no later than fifteen (15) calendar days from receipt of the proposal. The Parties may mutually agree to extend these time frames.

C. If an employee is representing himself or herself and makes an oral reply, Public Debt will prepare a summary of the oral reply and will provide a copy to the employee and NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

D. If NTEU is representing the employee and an oral reply is made, Public Debt will prepare a summary of the oral reply and will provide a copy to NTEU, upon request. NTEU will be entitled to have a representative present for the purpose of taking notes.

E. If any Party, including an employee representing himself or herself, desires a verbatim transcript, that Party must arrange for the transcript and bear the expense. If the Parties mutually desire a transcript, Public Debt will make arrangements for the transcript and the Parties will share the expense. If a verbatim transcript is prepared, a copy will be provided to each Party.

Section 4

Actions After the Notice Period

A. The decision to retain, reduce, in grade or remove an employee shall be made within thirty (30) calendar days of the expiration of the notice period.

B. An official who sustains a proposed action will set forth their findings with respect to each instance of unacceptable performance identified in the advance written notice.

C. The decision may be based only on those instances of unacceptable performance by the employee which occurred during the one (1) year period ending on the date of the advance notice of proposed action.

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

E. An official in a higher position than the proposing official must concur with the final decision.

Section 5

Documentary Evidence

A. An employee will, upon request, be furnished a copy of that portion of all written documents which contain evidence relied on by Public Debt which form the basis for the action.

B. Consistent with the requirements of the Privacy Act the employee will, upon request, be furnished with a copy of all other material contained in the case file relevant to the action based on unacceptable performance.

C. If probable cause exists and is demonstrated to the arbitrator by NTEU on appeal that Public Debt is retaining materials favorable to the employee in connection with the action based on unacceptable performance, and such favorable material has not been provided by Public Debt, upon request of the arbitrator the materials will be furnished to the arbitrator for an in camera inspection. The arbitrator will determine if such material shall be provided to the employee and the NTEU representative by Public Debt. Rules of confidentiality imposed and interpreted by Public Debt will be followed by the arbitrator.

Section 6

Appeal Rights

A. If Public Debt's final decision is to effect an action based on unacceptable performance against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board (MSPB) in accordance with applicable law, or with the consent of NTEU to binding arbitration. Under no conditions may an employee appeal an action based on unacceptable performance to both MSPB and arbitration.

B. If an employee elects to appeal an action based on unacceptable performance to arbitration, NTEU must invoke arbitration within twenty (20) workdays of the receipt of Public Debt's final decision. The notice invoking arbitration must be given by certified mail, by hand delivery, or by other means (that is, fax) to Public Debt. If the invocation is transmitted by other means, it is the responsibility of the sender to verify timely receipt.

Section 7

Interim Performance Appraisal

An employee who receives a performance appraisal during the opportunity to improve period which reflects unacceptable performance and has raised his or her level of performance to a

satisfactory level by the end of that opportunity to improve period, may request an interim performance appraisal to be placed in the Employee Performance Folder along with the original rating. The interim rating may also be used for merit promotion purposes.

ARTICLE 32

NEGOTIATED GRIEVANCE PROCEDURE

Section 1

General

A. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances by bargaining unit employee or the Parties.

B. The term "grievance" means any complaint:

1. By any employee concerning any matter relating to the employment of the employee.

2. By NTEU concerning any matter relating to the employment of any employee.

3. By an employee, NTEU, or Public Debt concerning:

a. The effect of interpretation, or a claim of breach of a collective bargaining agreement.

b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

C. Notwithstanding, Section 1B. of this Article, a grievance will not be processed under the negotiated grievance procedure if it concerns:

1. Matters excluded from coverage by Section 7121 of the CSRA

2. Terminations of probationary employees

3. Garnishment of wages

If either Party chooses to dispute the grievability and/or arbitrability of a particular issue, the Parties agree that any arbitrator, in addressing the grievability and/or arbitrability of the issue, should consider current case law regarding the general inability of employees to contest the substance of a decision based upon the exercise of management's rights. Therefore, the list of exclusions above is not necessarily all inclusive.

D. Public Debt at its option, except as provided elsewhere in this Agreement, and without prejudice to its right to take other actions deemed appropriate by Public Debt, may initiate a grievance under Section 10 of this Article when it alleges that NTEU, as an institution, has failed to carry out its obligations under this Agreement.

E. If a question arises as to whether a grievance is covered by the negotiated grievance procedure, the Parties will proceed immediately to Step 3, unless the Parties mutually agree to refer the question to an arbitrator for a final and binding decision.

F. The negotiated grievance procedure, as set forth in Section 3 of this Article, shall be the exclusive procedure available to employees in the bargaining unit for processing and resolving grievances arising over the interpretation and/or application of this Agreement. Grievances may be presented by employees either singly or jointly. An employee presenting a grievance under the negotiated procedure is limited to NTEU representation or self-representation. If an employee(s) presents a grievance without union representation, NTEU will be given the opportunity to be present at all formal discussions of the grievance and at any settlement discussions of the grievance. The settlement of the grievance shall be consistent with the terms and conditions of this Agreement.

G. When not representing unit employees in a grievance, NTEU shall have the right to observe formal discussions and proceedings during all steps of this procedure. In its capacity as an observer, NTEU agrees to respect the confidentiality of all information obtained. In the event an employee or employees proceed without union representation, NTEU will be given the opportunity to be present at settlement discussions. The settlement must be consistent with the terms of this Agreement.

H. Public Debt and NTEU recognize and endorse the importance of bringing to light and resolving grievances promptly. The initiation of a grievance in good faith by an employee will not cause any reflection on the employee's standing with his or her supervisor or his or her loyalty or desirability to the organization.

I. Public Debt and NTEU recognize the importance of the appointed union stewards in the resolution of employee complaints as well as the inherent responsibility of stewards to make a thorough preliminary investigation of the complaint prior to filing a formal grievance.

J. When a grievant's immediate supervisor does not have the authority to grant the relief requested, the Parties may mutually agree to move the grievance to the appropriate official for resolution.

Section 2

Initiation of Grievance

Grievances must be submitted to Public Debt within fifteen (15) workdays after the incident which gives rise to the grievance, within fifteen (15) workdays after the aggrieved became aware of the matter out of which the grievance arises, within fifteen (15) workdays after receipt of a response to a request for information under the merit promotion process, or by a mutually agreeable date between NTEU and Public Debt.

Section 3

Grievance Procedure

Except as provided elsewhere in this Agreement, the following steps shall be followed in filing and processing grievances:

A. Step 1—The matter to be grieved will be reduced to writing on Grievance Form, PD 4386, and submitted to the attention of the Labor and Employee Relations Branch (LERB) by the aggrieved employee and/or the NTEU steward in accordance with this Section. The information on the grievance form shall include the nature of the incident giving rise to the grievance, the Section(s) of this Agreement alleged to have been violated, and the remedy sought.

After receipt of the written grievance LERB will inform NTEU of the designated manager. Either Party may request that a meeting be held to discuss the grievance, or both Parties may mutually agree that no meeting will be held. Absent such mutual agreement, a meeting shall be scheduled within five (5) workdays of the date the grievance is submitted. The foregoing meeting will take place between the grievant, the steward, the designated management representative, Public Debt's representative, and any witnesses.

The designated management representative will give the steward a decision on the grievance within five (5) workdays of the close of the meeting, if one is held, or within ten (10) workdays of receipt of the grievance if no meeting is held. The decision will state specifically the reason(s) for the decision.

B. Step 2—An employee dissatisfied with the decision provided in Step 1 may appeal the grievance to the appropriate Division Director or Regional Director. Such notice must be submitted directly to the appropriate Division Director, Regional Director, or through LERB. Such notice of appeal will be timely if made within five (5) workdays of the receipt of the decision in Step 1. If the grievance is appealed, either Party may request that a meeting be held or both Parties may mutually agree that no meeting will be held. Absent

such mutual agreement, the meeting shall be scheduled within five (5) workdays of the date the appeal was submitted. The meeting at this step will be between the appropriate Division Director/Regional Director (or his or her designee), the appropriate Public Debt representatives, the aggrieved, the appropriate NTEU representatives, and any witnesses.

The steward will be provided with a written answer to the grievance appeal within five (5) workdays of the close of the meeting, if one is held, or within ten (10) workdays of the filing of the grievance appeal if a meeting is not held. The decision will state specifically the reason(s) for the decision.

C. Step 3—An employee dissatisfied with the decision provided in Step 2 may appeal the grievance to the appropriate Assistant Commissioner or Executive Director. Such notice must be submitted directly to the appropriate Assistant Commissioner, Executive Director, or through LERB. Such notice of appeal will be timely if made within five (5) workdays of receipt of the decision in Step 2. If the grievance is appealed, either Party may request that a meeting be held or both Parties may mutually agree that no meeting will be held. Absent such mutual agreement, the meeting shall be scheduled within (5) workdays of the date the appeal was submitted. The meeting at this step will be between the appropriate Assistant Commissioner/Executive Director (or his or her designee), the appropriate Public Debt representatives, the aggrieved, the appropriate NTEU representatives, and any witnesses.

The steward will be provided with a written answer to the grievance within ten (10) workdays of the close of the meeting, if one is held, or within fifteen (15) workdays of the appeal if a meeting is not held. A copy of the decision will be provided to the Chapter President and to the appropriate NTEU National Field Representative by registered mail (return receipt requested) or by hand delivery. A copy of the decision will also be given to the grieving employee by regular mail or by hand delivery.

D. By mutual written agreement the Parties may waive any step in the negotiated grievance procedure.

E. Responses to grievances shall be served on the appropriate steward and the grievant, except as provided in Section 3C., above.

Section 4

Arbitration

If the aggrieved is not satisfied with the Step 3 decision, NTEU may refer the matter to arbitration in accordance with Article 33 or Article 34 of this Agreement, provided the referral is made within twenty (20) workdays of receipt of the Step 3 decision.

Section 5

Witnesses

Witnesses who have information relevant to a resolution of a grievance will be requested by the Parties to testify in the grievance meetings.

Section 6

Evidence

Evidence which is relevant to the resolution of a grievance may be introduced at any step of the proceeding prior to an arbitration hearing pursuant to Article 33 or Article 34 of this Agreement.

Section 7

New Issues

New issues may not be raised by either Party after Step 1 of the grievance procedure unless the Parties mutually agree to join new issues to a grievance in progress.

Section 8

Time Limits

A. The time limits delineated in this Article may, by mutual written agreement of the Parties, be extended.

B. Failure on the part of the aggrieved or the aggrieved representative to prosecute the grievance at any step of this procedure within the time limits specified will have the effect of nullifying the grievance. Failure on the part of Public Debt to meet any of the time limits set forth in the procedure will permit the aggrieved or NTEU to move to the next step of the procedure.

C. It is the responsibility of the aggrieved or the aggrieved representative to obtain verification of the date any grievance is submitted through LERB.

Section 9

Management Initiated Grievances

A. When Public Debt alleges that NTEU, as an institution, has failed to carry out its obligations under this Agreement, the matter may be submitted in writing by the appropriate Assistant Commissioner or equivalent to the appropriate Chapter President. Grievances will not be considered unless they are submitted to NTEU within fifteen (15) workdays after the incident which gives rise to the grievance or within fifteen (15) workdays after Public Debt became aware of the matter out of which the grievance arises. The appropriate Assistant Commissioner (or designee) and the appropriate Chapter President (or designee), and other Parties mutually agreed upon, shall meet within fifteen (15) workdays after receipt of the notice to discuss the matter.

A written response by NTEU will be submitted to Public Debt within fifteen (15) workdays after the discussion. These time limits may, by mutual agreement, be extended. Failure on the part of NTEU to meet the time limit for issuing a decision will permit Public Debt to invoke arbitration as provided in Article 33.

B. If the written response does not resolve the matter, Public Debt may refer the matter to arbitration in accordance with Article 33 of this Agreement provided the referral is made within twenty (20) workdays of NTEU's written response.

ARTICLE 33

ARBITRATION

Section 1

General

A. When either Party invokes arbitration over a grievance as defined in Article 32, the Party will, within ten (10) workdays from the date of the invocation of arbitration, individually, or jointly with the other Party, request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). If the request is not submitted jointly, the Party making the request shall serve written notice of such a request on the other Party at the time the request is submitted. The Parties will meet within five (5) workdays after receipt of the list to seek agreement on an arbitrator. Public Debt and NTEU will strike one (1) name from the list alternately until one (1) name remains. The remaining person shall be the duly selected arbitrator. The toss of a coin shall determine who strikes the first name.

B. The time limits in Section 1A. of this Article may be extended by mutual agreement of the Parties.

C. The Parties shall attempt to schedule a hearing within sixty (60) calendar days after the arbitrator has been selected.

D. By mutual agreement the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits or exchanging lists of proposed witnesses.

Section 2

Fees and Expenses

A. The arbitrator's fees and any other expenses of arbitration will be borne equally by the Parties.

1. The arbitrator's fee shall be the "customary and usual" fees paid for the number of cases heard per hearing day and reasonable study time based on information furnished by the Federal Mediation and Conciliation Service.

2. Necessary and reasonable travel and overnight accommodation (food and lodging) expenses will be paid by the Parties.

3. Once the arbitration date has been established, any Party that unilaterally requests that an arbitration hearing be postponed, delayed, and/or canceled, for whatever reason, which results in any fees being charged by the arbitrator and/or court reporter, shall pay any and all such fees.

4. In any grievance where the Parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the Parties will equally share the cost of any fees being charged by the arbitrator and/or court reporter.

5. In any grievance where the Parties settle the matter prior to an arbitration hearing and there are fees being charged due to the cancellation of the hearing, both Parties will equally share the cost of any fees being charged.

6. The arbitrator shall bill each of the local Parties for one-half (1/2) of the total fee and expenses. Prior to the hearing, the Parties will give the arbitrator the name, position, and address of their designated local representative to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure that they have such information prior to the close of the hearing.

B. A verbatim transcript of the arbitration proceeding will be made by an authorized court reporter unless the Parties mutually agree not to have a transcript made. The cost of the transcript shall be borne equally by the Parties.

C. An award may not include the assessment of expenses against either Party, unless the subject of the grievance concerns the division of expenses as they pertain to arbitration.

Section 3

Location of Hearing

The arbitration hearing will be held on Public Debt's premises at the grievant's post of duty or at any site mutually agreed upon.

Section 4

Official Time

The grievant's representative and all employees of Public Debt who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceeding without loss of pay or charge to annual leave. The grievant will be on official time during the entire hearing.

Section 5

Authority of Arbitrator

A. It will be in the sole discretion of the arbitrator to determine who may testify.

B. The arbitrator shall have the authority and jurisdiction to render final and binding decisions on all grievances brought before him or her. The arbitrator will also have the authority to make an aggrieved employee whole, to the extent permitted by applicable laws and regulations.

C. The arbitrator shall have the authority to make all arbitrability and/or grievability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

D. When dealing with disciplinary actions, the Parties agree that the jurisdiction and authority of the arbitrator and their opinions as expressed will be confined exclusively to the validity of the disciplinary action and the authority to affirm, mitigate or reverse Public Debt's decision.

E. Public Debt and NTEU agree that the arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

Section 6

New Issues

Issues not raised by the Parties during the grievance procedure may not be raised by either Party or the arbitrator.

Section 7

Exceptions to Arbitrator's Award

Either Party may file an exception to an award with the Federal Labor Relations Authority under its regulations.

Section 8

Decision

The arbitrator will be requested to render the decision as soon as possible, but in any event, the arbitrator will be requested to issue his or her decision no later than thirty (30) calendar days after the submission of post hearing briefs (if any are submitted), or, in the alternative, thirty (30) calendar days after the hearing.

ARTICLE 34

EXPEDITED ARBITRATION

Section 1

General

A. The Parties agree that the purpose of this expedited arbitration procedure is to provide a procedure that is economical and expeditious for resolving identified grievances.

B. The Parties agree to submit grievances concerning the following matters to the expedited procedure under the terms of this Agreement:

1. Suspension of fourteen (14) days or less

2. Denial of annual leave, sick leave, or leave without pay

3. Denial of participation in the leave donor program

4. Denial of any reasonable time NTEU representatives are entitled to under this Agreement

5. Bulletin board posting

6. Literature distribution

7. Written reprimand

8. Oral admonishment confirmed in writing

9. Material maintained by the supervisor

10. Denial or termination of participation in the Flexible Workplace Program

11. Other matters mutually agreed upon by the Parties

C. If the issues in question are of a complex nature, the Parties may mutually agree to invoke the procedure found in Article 33.

D. The Party invoking arbitration on any matter referred to in Section 1A.10. of this Article shall notify the other Party whether it wishes to use the expedited procedure. Agreement

to use the expedited procedure must be reached within five (5) workdays of the date arbitration is invoked.

Section 2

Selection of Arbitrator

A. The arbitrator will be selected in accordance with the provisions of Article 33, Section 1A.

B. The time limits and method of obtaining an arbitrator as set forth in Section 1 of Article 33 will apply to this Article.

Section 3

Fees and Expenses

A. The arbitrator's fees will be paid in accordance with Article 33, Section 2.

B. An award may not include the assessment of expenses against either Party unless the subject of the grievance concerns the division of expenses as they pertain to arbitration.

Section 4

Hearing

A. The Parties and the arbitrator shall schedule a hearing to be held within twenty (20) workdays after the arbitrator has been notified. If the arbitrator cannot hold the hearing within twenty (20) workdays, another arbitrator will be selected. The Parties may mutually agree to extend the time limits for holding the arbitration hearing until an arbitrator is available.

B. By mutual agreement the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or exchanging lists of proposed witnesses.

C. The arbitration hearing will be held on Public Debt's premises at the grievant's post of duty or at any site mutually agreed upon.

D. The following procedural guidelines will apply:

1. The hearing for a single case normally should not last longer than four (4) hours. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended.

2. The hearing shall be informal.

3. Strict rules of evidence will not apply.

4. A verbatim transcript will not be prepared.

5. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought forward by the representatives of the Parties in the most expeditious manner.

6. It will be in the sole discretion of the arbitrator to determine who may testify.

7. The arbitrator may exclude testimony or evidence which is determined to be irrelevant or unduly repetitious.

8. The arbitrator shall have the authority and jurisdiction to render final and binding decisions on all grievances brought forward. The arbitrator will also have the authority to make an aggrieved employee whole, to the extent permitted by applicable laws and regulations.

9. The Parties have the right to present and cross-examine witnesses.

10. When dealing with disciplinary actions, the Parties agree that the arbitrator's jurisdiction, authority, and opinions (as expressed) will be confined exclusively to the validity of the disciplinary action and the authority to affirm, mitigate, or reverse Public Debt's decision.

11. Upon submission of reasonable proof to the arbitrator that a witness who has personal knowledge of the facts involved cannot be physically present, the arbitrator may accept an affidavit. The arbitrator should accord weight to this type of evidence as the circumstances warrant. Copies of affidavits will be made available to all Parties concerned.

12. Issues not raised by the Parties during the grievance procedure may not be raised by either Party or the arbitrator.

13. Public Debt and NTEU agree that the arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

14. Either Party shall have five (5) workdays following the hearing to submit a memorandum of its position to the arbitrator. If either party intends to submit a memorandum, that intent must be declared at the arbitration hearing. If such a memorandum is prepared, a copy will be delivered to the other Party.

Section 6

Official Time

The grievant's representative and all employees of Public Debt who are called as witnesses will be excused from duty to the extent necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave. The grievant will be on official time during the entire hearing.

Section 7

Decision

A. The arbitrator will be requested to render a written decision no later than five (5) workdays after the submission of position memoranda (if any are submitted), or in the alternative, five (5) workdays after the hearing.

B. Arbitration decision awards rendered under this expedited procedure shall not serve as precedent in the administration of this Agreement or in subsequent arbitrations of grievances arising from the interpretations and/or application of this Agreement.

Section 8

Exceptions to Arbitrator's Award

Either Party may file an exception to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 35

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1

General

A. Public Debt and NTEU reaffirm their commitment to the principles of equal employment opportunity (EEO), the value of a diverse workforce and, to that end, agree to support a positive program that has as its objective the realization of that commitment.

B. Neither Public Debt nor NTEU will discriminate against any employee on the basis of race, color, religion, sex, national origin, disability (mental and/or physical), age, or sexual orientation.

Section 2

Postings

A. Public Debt will post the names, telephone numbers, and office locations of EEO Counselors on all bulletin boards designated for EEO materials.

B. Public Debt will post a summary of the EEO Complaints Procedure on all bulletin boards designated for EEO materials.

BLANK PAGE

BLANK PAGE

BLANK PAGE

ARTICLE 36

SAFETY AND HEALTH

Section 1

General

Public Debt will, to the extent of its authority, provide and maintain safe working conditions for all employees. To this end, Public Debt will observe the requirements of Public Debt occupational Safety and Health Action Plan; Section 19 of the Occupational Safety and Health Act, Public Law 91-596; and Executive Order 12196 (July 1, 1980).

Section 2

Health and Safety Committees

A. Public Debt and NTEU will establish a Health and Safety Committee which will meet annually and at other times, as mutually agreed. The purpose of this Committee is to provide assistance, support, and problem resolution to the Safety Corp. In addition, the Committee will consider existing practices and rules relating to safety and health and formulate suggested changes in existing practices and rules. The Committee will consist of two (2) management representatives and two (2) NTEU representatives.

B. The purpose of the Safety Corp is to develop evacuation plans and ensure adequate personnel are trained and ready to execute the plans in cases of emergency. The Corp is also responsible for assisting and developing other safety programs that may be initiated.

Section 3

Safety Equipment

A. Public Debt shall provide OSHA-approved safety equipment in those instances where Public Debt has determined that such equipment is necessary to protect employees from hazardous conditions encountered during the performance of official duties.

B. Employees will use safety equipment and will follow procedures provided or directed by Public Debt as necessary for their protection.

C. Employees whose official duties may cause their clothing to be dirty or soiled will be furnished aprons or smocks upon request.

D. The purchase of safety equipment shall be governed by OSHA regulations, General Services Administration Procurement regulations, and Department of the Treasury Procurement regulations.

Section 4

Environmental Quality Testing

A. Where appropriate, Public Debt shall perform air quality testing of Public Debt's buildings. Employees will be provided notification prior to the start of such testing. Such testing may include carbon monoxide, carbon dioxide, and fluorocarbon. Test results will be posted and a copy provided to NTEU.

B. Public Debt will attempt to accommodate employees who have an adverse physical
reaction to noxious fumes or a medical condition (for example, pregnancy) that may be aggravated by such fumes in the work area. This may include paint, glues and other construction substances.

Section 5

Safety Issues

A. Employees will not be required to perform work outside their position descriptions that may constitute risk of personal injury or damage to equipment without qualified supervision.

B. Only qualified employees shall be required to repair or adjust moving or operating machinery. Public Debt shall maintain all equipment in safe working condition and provide for periodic inspections of such equipment.

C. Emergency first aid supplies will be provided to all shifts in accordance with OSHA regulations.

Section 6

Hazardous Duty Pay

A. If NTEU believes that a local work situation warrants coverage under payable categories of 5 CFR 532, it will notify Public Debt of the title, location, and nature of the hazard to justify payment of an environmental differential.

B. Once Public Debt determines that a local work situation warrants or does not warrant coverage under the payable categories of 5 CFR 532, it will notify NTEU of the title, location and nature of the hazard and will provide, in writing, the reasons for any denial of environment differential payments.

Section 7

Flu Shots

Contingent upon the availability of necessary supplies to Public Debt, free influenza ('flu') shots will be made available to all employees.

Section 8

Reasonable Accommodation

Public Debt will, consistent with its right to assign work, make a reasonable attempt to reassign tasks of an employee who provides acceptable medical documentation that particular tasks presently assigned to that employee pose a health hazard. Public Debt will also make a reasonable attempt to reassign an employee to different duties, consistent with its right to assign work, if appropriate medical documentation is provided.

Section 9

Workers' Compensation

A. An employee injured in the performance of his or her duties will, upon notice to Public Debt of such injury, be informed of the procedures for filing a claim for benefits under the Federal Employee's Compensation Act. Information will be provided about the type of benefits available including specific reference to the employee's option to file a claim for disability compensation or use accrued leave if they are disabled for work. An employee may have NTEU representation on any compensation issue at the office level.

B. Public Debt has determined that, when an injured employee is sent to a medical facility for treatment, it will accept the determination made by competent medical authority at the facility as to whether the employee should return to work.

Section 10

Incapacitation Transportation

A. Whenever it is necessary for an employee to leave work and return home because of illness, injury, or any other form of incapacitation, Public Debt will assist in locating transportation for the employee.

B. The incapacitated employee will receive administrative time to locate such transportation as will any other bargaining unit employee who, at Public Debt's request, becomes involved in locating and/or providing such transportation.

Section 11

Clean Up Time

Subject to Public Debt's right to assign work, building and grounds maintenance employees will be given a reasonable amount of time to clean up prior to lunch and the end of the work day, depending upon the nature of the work being performed and the location of the work site.

Section 12

Employee Assistance Program

A. Public Debt will offer an Employee Assistance Program (EAP) in accordance with applicable regulations and continue its practice of informing employees about the program.

B. The EAP offers a wide range of services and community referrals to include such things as substance abuse counseling, bereavement counseling, financial counseling, family counseling, etc.

C. 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 13

NTEU Benefits Programs

A. Public Debt will furnish each employee, on a timely basis, a copy of each of the following:

1. NTEU Optional Insurance plan brochures and materials

2. NTEU Power X booklet

B. Copies of the items described in Section 13A. will be provided to Public Debt by NTEU in sufficient time to allow for distribution. Distribution does not indicate Public Debt endorsement.

C. Public Debt will keep on file copies of each health plan offered to its employees. Such copies will be available to NTEU upon request.

Section 14

Fitness Center

If Public Debt determines to fund a fitness center or subsidize employee's participation in public fitness facilities, NTEU will be provided notification and an opportunity to negotiate in accordance with applicable law.

ARTICLE 37

LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1

National Labor-Management Relations Committee

A. The Parties agree to establish a National Labor-Management Relations Committee for the purpose of exchanging information and discussing matters of concern or interest in the areas of personnel policies, practices, or conditions of employment.

B. The National Labor-Management Relations Committee will meet annually, normally during the second quarter of the fiscal year.

C. Committee meetings may also be held at such other times as the Parties may wish, but only by mutual consent.

D. Either party may request to meet by submitting an agenda. The agenda must be exchanged no later than sixty (60) calendar days prior to the meeting. Any information request must also be submitted no later than sixty (60) calendar days prior to the meeting.

E. Any meeting conducted under this Article shall be conducted during the normal tour of duty. Meetings shall be conducted in facilities furnished by Public Debt.

F. Two (2) Public Debt employees from each Chapter and up to two (2) additional employees, if needed, shall receive official time to participate in meetings of the National Labor-Management Relations Committee. There will be no limit on the numbers of NTEU staff personnel that can attend.

G. Public Debt agrees to pay the necessary travel and per diem expenses for four (4) employees who are authorized to attend National Labor-Management Relations Committee meetings. Additional travel and per diem expenses for up to two (2) additional employees may be paid if requested by NTEU and approved by the Employer.

Section 2

Local Labor-Management Relations Committee

The National Labor-Management Relations Committee will determine the need for local Labor-Management Relations Committees. Such a determination will be subject to the following:

A. Each local Labor-Management Relations Committee will consist of six (6) members, three (3) appointed by NTEU and three (3) appointed by Public Debt.

B. Either Party may, at it's option and with advance notice to the other Party, have an additional person attend meetings of the local Committee. For NTEU, this may include a representative of the National Office.

Section 3

General

It is not the function of any Labor-Management Relations Committee to adjust, resolve, or discuss the merits of individual employees' complaints and/or grievances. However, the Parties may cite or make reference to individual complaints and/or grievances when discussing personnel policies or practices or working conditions giving rise to the complaints or grievances.

ARTICLE 38

A-76 CONTRACTING OUT

Section 1

Notification

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

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

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

Section 2

Open Market Bid Request/Request for Proposal

Unless contrary to law or regulation the Employer shall include, in its open market bid request, or request for proposals, the following requirements:

A. Employees who are identified as potentially adversely affected by the decision to contract shall receive the right of first refusal by the Contractor, for employment openings for ninety (90) days after the beginning of contract performances.

B. No later than five (5) working days after the contract award, the Contractor shall furnish the Contracting Officer with the following:

   1. A list of employment openings

   2. Sufficient job application forms for potentially adversely affected Federal employees

C. No later than ten (10) working days after the contract award, the Contracting Officer shall furnish the Contractor a current list of potentially adversely affected Federal employees exercising the right of first refusal, along with their completed job application forms.

D. By the contract start date, the Contractor shall provide the Contracting Officer with the following:

1. The names of potentially adversely affected federal employees offered an employment opening

2. The date the offer was made

3. A brief description of the position

4. The date of acceptance of the offer and the effective date of employment

5. The date of rejection of the offer, if applicable

6. The names of any potentially adversely affected federal employees who applied but were not offered employment and the reason(s) for withholding an offer.

B. For a period of ninety (90) days after the contract start date, the Contracting Officer will periodically provide the Contractor with an updated listing of adversely affected federal employees, reflecting employees recently released from their competitive level or separated as a result of the contract.

Section 3

First Refusal

A. A potentially adversely affected employee's right to first refusal to jobs with the Contractor will not be jeopardized by a reassignment.

B. Information exchanged between the Contractor and Public Debt's Contracting Officer with regard to the right of first refusal will be provided to NTEU and the appropriate NTEU chapters within five (5) workdays of its being made available to Public Debt.

C. Employees shall be notified, by Public Debt, of their rights to first refusal within five (5) days of the award of a contract.

Section 4

Placement Programs

A. Employees will be formally advised of their eligibility for registration in appropriate placement programs at the time they are identified as adversely affected, and will be entitled

to the placement consideration accorded by Public Debt's policies and procedures and this Agreement.

B. The Human Resources Division will provide adversely affected employees advice and assistance in applying for job placement programs including Contractor jobs pursuant to the right of first refusal and registration in government-wide placement programs. Employees will receive reasonable administrative time to complete applications and/or registration forms for job placement, for seeking the advice and assistance from Public Debt, and for considering and applying for jobs with any or all of the above sources. If available, Public Debt shall provide affected employees with seminars or other assistance on resume writing and job interviewing techniques.

C. Public Debt shall ask the Department of Labor to establish a program or system whereby adversely affected Public Debt employees are made aware of private sector job opportunities in a timely manner.

Section 5

Reassignment/Training

Public Debt has determined to eliminate or minimize any potential adverse impact through reassignment or training and to take whatever other action might be necessary to protect bargaining unit employees.

ARTICLE 39

FLEXIBLE WORKPLACE PROGRAM (FWP)

Section 1

Definition and Purpose

A. The Flexible Workplace Program allows an employee to work away from the traditional office location. The FWP location could include an employee's home, a satellite office or other approved location. "FWP," "flexiplace," "telework," and "telecommuting" are synonymous.

B. The FWP is intended to assist the Employer in operating more efficiently and effectively in the use of its resources by increasing productivity and improving quality of work life, without impacting the quality of services provided to customers.

C. The FWP is designed to permit employees to work at a designated alternate work site for at least a portion of the work day/week. Based on work requirements, participants in the program could use their designated alternate work site on an hourly or daily basis with or without computers and other electronic equipment.

Section 2

Criteria for Participation

All participants must:

A. Volunteer for the FWP.

B. Have a most recent annual performance rating of Meets or Exceeds and cannot be subject to the provision of an opportunity letter (PIP).

C. Maintain a performance level of Meets or Exceeds while participating in the FWP.

D. Be at or above the level in their position where work can be performed independently and without close supervision and have at least one year of experience with the Federal Government.

E. Not be serving a probationary period or equivalent or be in a trainee position (supervisors may make an exception to this provision on a case-by-case basis.)

F. Not be currently under a leave restriction letter.

G. Have no disciplinary or adverse action in the past twelve months that was based on leave or attendance abuse or that would establish a lack of trustworthiness on the part of the employee.

H. Abide by the terms and conditions of this Article.

I. Ensure that workspace at the alternate worksite is suitable for the performance of official duties, free of interruptions and provide reasonable security and protection for government property.

J. Be able to perform work at the alternate worksite without impairment to the mission of the organization. This determination may include consideration of factors such as:

1. The nature and content of the work and the procedures by which the work is performed.

2. The availability of necessary equipment and technologies.

3. No undue interference at the alternate worksite that could impair productivity, e.g., operating a home-based business or care giving.

Section 3

Impact of Participation in the FWP

A. Participation in the FWP will not otherwise change the conditions of employment established by past practice, law, rule, regulations, and/or the Labor-Management Agreement. The only condition of employment that changes is the worksite. All other requirements continue to apply.

B. The official duty station of an employee participating in the FWP is the employee's Federally provided office space.

C. Participants must work in the office a minimum of fifty percent of their work schedule (employees on 5/4/9 AWS schedules must work in the office a minimum of fifty percent per week). Employees may request, and supervisors may approve, exceptions to this requirement. Employees will be considered to be "at work in the office" when performing work in the field, (i.e., meeting with customers) or attending off-site events or training authorized by the Employer.

D. If work assignments are rotated as a regularly assigned aspect of the position, all employees will participate in the rotation regardless of participation in FWP.

Section 4

Approval Process

A. Employees who meet the above criteria may volunteer to participate in the FWP. The request to volunteer must be submitted to the employee's immediate supervisor for approval.

B. Where there are conflicting scheduling requests, preference will be given by service computation date (based on total Federal service). In the case of ties, the employees may toss a coin to decide whose request is approved.

C. An employee whose participation in the FWP has been approved may not be displaced by a more senior employee.

D. The supervisor's approval of an employee's request to participate in the FWP is based on the employee's current position. Any changes in the employee's current position or the alternate work site will require a new request for approval. When considering a request for approval, the supervisor will consider such things as:

1. Are work activities portable and can they be performed effectively outside of the office?

2. Are job tasks easily quantifiable or primarily project oriented?

3. Will the employee's participation in the FWP adversely affect the workload or performance of other employees?

4. Are contacts with other employees and customers predictable?

5. Is the technology and equipment needed to perform the job off-site available?

6. Does cyclical work present a problem?

E. The Employer will approve employees' requests to participate in the FWP in a fair and equitable manner.

F. If an employee's request for participation in the FWP is denied the employee will receive a written explanation for the denial.

Section 5

Responsibilities

A. A Flexible Workplace Agreement, which contains a written work plan jointly developed by the supervisor and the employee, will be required of all participants. The Work plan will outline the organizational policies and logistics of the telecommuting arrangements and will be in accordance with the employee's position description and current performance expectations. The Work plan will include the following:

1. The official and alternate duty stations;

2. Hours of duty and timekeeping procedures;

3. Work assignment and reporting requirements; and

4. Other legitimate policy and procedure criteria.

B. Flexiplace Work plans should be reviewed every ninety (90) days or more frequently, if needed, to assure that they continue to meet the needs of Public Debt and the employee. The work plans should contain provisions for regular reviews of the arrangement, so that problems and concerns can be addressed and plans modified, if needed.

C. For the purposes of timekeeping, employees participating in the FWP will provide the information (e.g. flexitime logs, overtime logs, compensatory time records, etc.) necessary to accurately document their time and hours worked.

D. The FWP participant will advise his or her supervisor when he or she is unable to perform work during agreed upon time frames and request appropriate leave; i.e., annual, sick, LWOP, etc. Existing policies for requesting leave will continue to apply.

E. Employees will comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised.

F. Employees will comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and databases.

G. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, destruction, etc. Any information that is subject to Privacy Act regulations must be secured from unauthorized access.

H. 1. Employees may be required to report to their official duty stations for training, conferences, or other meetings, which cannot be accomplished, by telephone or other reasonable alternative methods. Employees may also be required to report to their official duty stations for short durations to perform agency work which cannot otherwise be performed at the alternative work site. Employees will also perform necessary official travel in the same manner as if working at their official duty station.

2. If necessary, the Employer may visit an employee's alternate work site during the employee's scheduled tour of duty to assign work or discuss work currently in inventory. The Employer must give reasonable advance notice of the visit.

I. Employees must ensure that the use of government owned equipment is consistent with Public Debt's policy concerning its use. Only employees will utilize any government owned/leased equipment and will safeguard such equipment and documents as currently required at their traditional work sites.

J. Employees must notify their supervisors of any accident or injury, which occurs at the alternate work place during the course of the scheduled work period, and complete the necessary paperwork.

K. Employees will immediately notify their supervisor of any change in location or phone number of the alternate work site.

L. Employees will use government issue phone cards for all business phone calls where costs will be incurred.

M. Employees must immediately notify their supervisor if they wish to withdraw from FWP.

Section 6

Liabilities

A. The Employer will not be responsible or liable for:

1. Damages to an employee's real or personal property when performing official duties or while using government equipment at a private residence,

except to the extent set forth by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

2. Operating costs, home maintenance or any other incidental costs (e.g. utilities) associated with the use of a private residence. The employee continues to be entitled to reimbursement for authorized expenses while conducting official business, as provided by statute and implementing regulations just as he/she would be working at the official duty station.

B. The Employer will be responsible for:

1. Maintenance and repair of all government owned equipment placed in an alternate work site. If feasible, the employee will transport equipment needing repair to the official duty station. If transportation of the equipment is not practical, or cannot be accomplished safely, the employee will allow entry at the alternate work site to perform maintenance and repair.

2. Any services that the employee must acquire (in addition to the normal operating costs, such as utilities) that are necessary to operate government provided equipment (e.g. dedicated phone line).

Section 7

OWCP Coverage

FWP participants may qualify under the Federal Employees Compensation Act (FECA) for continuation of pay (COP) or worker's compensation for on-the-job injuries or occupational illnesses that occur at alternate work sites during scheduled work times.

Section 8

Hours of Duty

A. Participating in the FWP does not impact on an employee's ability to request an alternate work schedule from among the options that have been approved for his/her position. Unstructured work schedules are prohibited. Participants' schedules are as structured as those worked by non-participants. Participants are required to work a specific number of hours each day with scheduled work breaks as established by Article 21, Section 10.

B. Administrative Leave, Dismissals, and Emergency Closing:

Employees participating in the FWP will not be excused from working because workers at their official duty station are dismissed due to an emergency, if the dismissal does not impact on work being performed at the alternate work site. If a home emergency occurs which renders the worker unable to work that day, management may excuse all or a portion of the day, reschedule the work, grant annual leave, or request the employee report to the official duty station or another alternate work site. The circumstances of the occurrence dictate how to resolve the problem. For example, a neighborhood power outage, which occurs at the beginning of the workday, may provide sufficient time for the employee to arrange to work from the official duty station. In that case, an excused absence may be granted for the time the employee needs to report for work at the official duty station. The employee must immediately notify his/her supervisor of any emergency that impacts his/her ability to perform official duties at the alternate work place.

Section 9

Space, Equipment, and Services

A. The Employer will provide, upon request, the furniture and equipment to accomplish the participant's assigned duties, subject to the availability of funds.

B. In the event the Employer is unable to provide all of the equipment that has been requested, priority will be given based on demonstrated operational need. If further distinction is necessary, equipment will be provided on the basis of service computation date (based on total Federal service), and coin toss, in that order.

C. Employees may relocate any individually assigned desk top office equipment to their alternate work site, upon approval by their supervisor.

D. FWP home work sites require adequate work space (a room or a portion of a room which is adequate for the performance of official duties), light, basic residential telephone service, power, adequate environmental conditions, smoke alarms, and adequate security. The Employer will not pay for any of these requirements.

E. The Employer retains ownership and control of any and all hardware, software, telecommunications equipment and data placed in the alternate work site by the government. This equipment is to be used for official business only.

Section 10

Home Site Inspections

The parties agree that the Employer may conduct a home site inspection to ensure the suitability of the work site for government equipment. For employee home work site inspections, the following will apply:

1. Reasonable advance notice (not less than twenty-four (24) hours beyond the day of notice) will be provided. Scheduling of inspections will take into consideration the employee's previously scheduled leave or travel, so that the employee will have twenty-four (24) hours notice.

2. In accordance with the Labor-Management Agreement, the Union may designate a representative who will participate in safety inspections.

Section 11

Participant's Termination from the Program

A. A supervisor may terminate an employee's participation in the FWP in writing for demonstrated performance deficiencies, failure to adhere to the negotiated AWS agreement, failure to adhere to the provisions of the Flexible Workplace Agreement, organizational exigencies that impact on the mission of the organization and require the employee to perform his or her work in the office, for misconduct in connection with the employee's obligations under the FWP, or emergency/disaster.

B. An employee will normally be given five (5) days advance notice of the termination of the employee's participation in the program. Upon termination from the program, employees are required to report to work at their work site. If an employee files a grievance in accordance with Section 12 of this Article, items such as documents, disks, books, laptops, etc. must be returned to work, however; all heavy and/or difficult to transport equipment/furniture may remain at the employee's alternate work site until such grievance is exhausted.

C. An employee may be subject to immediate removal from the program for ethical violations or misconduct related to the employee's participation in the FWP or for reasons of emergency/disaster.

Section 12

Appeal Rights

The following steps shall be followed in filing and processing a grievance concerning the denial to participate in or termination from the FWP.

Step 1—Within five (5) workdays of notice that an employee has been denied participation in or terminated from the FWP, an employee may file a grievance with a supervisor/manager one level above the supervisor/manager who made the initial decision. The grievance will be reduced to writing on Grievance Form, PD 4386, and submitted to the attention of the appropriate supervisor/manager or the Labor and Employee Relations Branch by the aggrieved employee and/or the NTEU steward.

After receipt of the written grievance, either Party may request that a meeting be held to discuss the grievance, or both Parties may mutually agree that no meeting will be held. Absent such mutual agreement, a meeting shall be scheduled within five (5) workdays of the date the grievance was submitted. The meeting at this step will be between the appropriate supervisor/manager (or his or her designee), the appropriate Public Debt representatives, the aggrieved, and the appropriate NTEU representative.

A decision will be issued on the grievance within five (5) workdays of the close of the meeting, if one is held, or five (5) workdays of receipt of the grievance if no meeting is held. The decision will state specifically the reasons(s) for the decision.

Step 2—An employee dissatisfied with the decision provided in Step 1 may appeal the grievance to their Assistant Commissioner or Executive Director. Such notice must be submitted directly to the appropriate Assistant Commissioner or Executive Director or through the Labor and Employee Relations Branch. Such notice of appeal will be timely if made within three (3) workdays of the receipt of the decision at Step 1. If the grievance is appealed, either Party may request that a meeting be held, or both Parties may mutually agree that no meeting will be held. Absent such mutual agreement, the meeting will be scheduled within five (5) workdays of the date the appeal. The meeting at this step will be between the appropriate Assistant Commissioner or Executive Director (or his or her designee), the appropriate Public Debt representatives, the aggrieved, and the appropriate NTEU representative.

A decision will be issued on the grievance and given to the steward within five (5) workdays of the close of the meeting, if one is held, or five (5) workdays of receipt of the grievance if no meeting is held. The decision will state specifically the reason(s) for the decision.

If the aggrieved is not satisfied with the Step 2 decision, NTEU may refer the matter to arbitration using the expedited arbitration process outlined in Article 34 of this Agreement, provided the referral is made within twenty (20) workdays of receipt of the Step 2 decision.

Section 13

Grandfather Clause

Employees who have been approved and currently work in the FWP at the time this Agreement is reached will not be negatively impacted (removed from their current FWP arrangement) by the implementation of this Article.

APPENDIX A

Glossary of Terms

Alternate Work Schedule (AWS)—A scheduled tour of duty requested by an employee and approved by the supervisor that is outside of Public Debt's usual office hours.

Career Transition Assistance Plan (CTAP)—A plan established to assist surplus and displaced employees. For additional information see 5 Code of Federal Regulations (CFR) 330, Subpart F.

Crediting Plan—A written guide developed through job analysis procedures and used to determine the best qualified candidates for a position. It measures the extent and/or degree to which candidates possess the Knowledge, Skills and Abilities (KSAs) identified as necessary for successful performance. Each KSA used in a crediting plan has credit level definitions with examples of experience, education, and/or training required to meet each credit level.

Critical Employee Emergency Personnel—An employee encumbering a position with job duties or responsibilities relating to Public Debt functions which cannot be suspended or interrupted even though it may be necessary to excuse employees for all or part of a day. Employees designated as emergency personnel will be notified annually of such designation.

Detail—A temporary assignment of an employee to a different position for a specified period with the employee returning to their regular duties at the end of the detail.

Eligibility Requirements—Requirements driven by the area of consideration that an applicant must meet in order to apply for a position. They include such factors as time-in-grade requirements, citizenship, and time-after-competitive appointment as directed by the Office of Personnel Management (OPM) and the CFR.

Emergency Annual Leave—Leave which has been requested by an employee to cover an unexpected situation which requires immediate attention and may prevent the employee from reporting to work at the beginning of his or her tour of duty or would require that the employee leave prior to the end of his or her tour of duty.

Employee Performance File (EPF)—A folder maintained on each employee that contains performance appraisals and awards documentation. For additional information see Personnel Directive System (PDS) 430-2.

Exigency of Service—A Public Debt mission, job assignment, job duty or function—either short term or long term—that has been determined to be an urgent situation or needs immediate attention to remedy.

Extended leave—Leave which constitutes an employee's full work week—including holidays and AWS days off.

Family Member—The employee's spouse and parents thereof; natural and adopted children and spouses thereof; parents; brothers and sisters and spouses thereof; and anyone related by blood or affinity whose association with the employee is the equivalent of a family relationship.

Health Care Provider—A licensed Doctor of Medicine or Osteopathy, a person providing health services who is not a medical doctor but is certified by a national organization and licensed under Federal or State law to provide a medical service (for example, a chiropractor) or a Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, MA. For additional information, see 5 CFR 630.1202.

Individual Development Plan (IDP)—A written blueprint used to enhance current performance or to assist an employee in achieving a specific career objective. Activities may include training, education, and other developmental activities such as details, developmental assignments, etc. Some items that the IDP might include are:

- A Goal Statement—generally expected for performance in a particular position.
- Planned Development Activities—how will the employee achieve goals?
- Development Objectives—what the individual is expected to know or be able to do upon completion of the training or developmental activity.
- Target Completion Date—when will each activity be completed?

Individual Flex Band—The one (1) hour periods before and after an employee's regularly scheduled starting or ending time.

Interagency Career Transition Assistance Plan (ICTAP)—A plan established to assist displaced employees. For additional information see 5 CFR 330 Subpart G.

Medical Certificate--A written statement signed by a registered practicing physician or other health care provider certifying to the incapacitation, examination, treatment, or period of disability while the patient was receiving professional treatment.

Medical Emergency—A medical condition of an employee or family member that is likely to require absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

Minimum Qualification Standards—Those minimum education and/or experience requirements that must be met to qualify for a position as required by OPM's Qualification Standards for General Schedule Positions and Job Qualification System for Trades and Labor Occupations, X-118C.

Official Personnel Folder (OPF)—A folder maintained on each employee that contains long-term records affecting the employee's status and service. This file is maintained in the Human Resources Division.

Probationary Period—A trial period which is a condition of a career-conditional appointment. Although there are other situations when a probationary period must be served, as a general rule this is the first year of service by a career-conditional employee during which time the agency determines the ability/fitness of the employee to perform in a position. Detailed information concerning the probationary period can be found in
5 CFR 315, Subpart H.

Progressive Discipline—Imposing the minimum discipline necessary to solve a problem. If the problem persists, the severity of the penalty is progressively increased.

NOTE: In cases of personal harm, damage to government property, egregious misconduct, etc., the misconduct may be found to be so serious as to warrant the bypassing of progressive discipline.

Reassignment—The change of an employee, while serving continuously within the same agency, from one position to another, either voluntarily or involuntarily, at the same grade and without any change in promotion potential or change to a lower grade.

Selective Factors—Special qualifications that are in addition to or more specific than the minimum requirements in the qualification standard, and are determined to be essential to perform the duties and responsibilities of a particular position. Applicants who do not meet a selective factor are not qualified and are ineligible for further consideration.

Serious Health Condition—A medical condition that results in an absence of more than three consecutive calendar days due to such things as:

- Illness, injury, impairment, physical or mental condition.
- Incapacity due to pregnancy or prenatal care.
- Hospitalization that involves overnight inpatient care.

- Continual treatment by, or under the supervision of, a health care provider for a chronic or long term health condition. For additional information, see 5 CFR 630.1202.

Service Computation Date (SCD)—For purposes of this agreement, it is normally the date which designates the beginning of the employee's Federal government service, including adjustments for creditable military time and breaks in service. This date can be found on the most recent SF-50, Notification of Personnel Action, or on the Earnings and Leave Statement.

Supervisor—An individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust employees' grievances, or to effectively recommend such action.

Temporary Promotion—A promotion for a specified period of time after which the employee returns to his or her former position.

Well Qualified—An eligible employee who possesses the knowledge, skills, and abilities which clearly exceed the minimum qualifications for the position and satisfy the criteria outlined in 5 CFR 330.604 (k).

APPENDIX B

Miranda Rights

Before we ask you any questions, it is my duty to advise you of your rights.

You have the right to remain silent.

Anything you say can be used against you in court or other proceedings.

You have the right to consult an attorney before making any statement or answering any questions and you may have him or her present with you during questioning.

You may have an attorney appointed by the United States Magistrate or the court to represent you if you cannot afford or otherwise obtain one.

If you decide to answer questions now with or without an attorney, you still have the right to stop the questioning at any time or to stop the questioning for the purpose of consulting an attorney.

<u>However</u>—

You may waive the right to advice of counsel and your rights to remain silent, and you may answer questions or make a statement without consulting an attorney if you so desire.

APPENDIX C

Kalkines Rights

Before we ask you any questions, it is my obligation to inform you of the following:

You are here to be asked questions pertaining to your employment with Public Debt and the duties that you perform for Public Debt. You have the option to remain silent, although you may be subject to removal from your employment by Public Debt if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions proposed to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to a criminal prosecution for any false answer that you may give.

APPENDIX D

DUES TAPE CODES

Information Codes Used on the NTEU Biweekly Dues Withholding Tape Generated by the National Finance Center

Code	Description	Explanation
D	Continuing	Dues withholding is continuing to be withheld.
E	Insufficient Pay	No union dues were deducted because the employee either did not receive any pay or there were insufficient funds remaining for union dues after higher precedence deductions were taken.
F	New Allotment	Represents the first pay period that a new allotment is effective. If there are insufficient funds for dues withholding during the first pay period, Code F will be used as the Information Code for that pay period and Information Code E will not be used in these instances.
G	Revocation	Appears on the magnetic tape only during the pay period in which dues withholding is revoked (terminated), and represents allotments that have been permanently terminated.
H	Separation (Other than Retirement)	Identifies all employees separated during the pay period, except for those who retire.
I	Pay Adjustments (Plus Amounts Only)	Adjustments that are being paid to NTEU.
J	Movement Out of Recognition Area	Identifies employees who are permanently transferred or reassigned to a non-bargaining unit position.

K	Seasonal Employee, or On-Call Employees, to Non-Duty Status (Pay Period that Seasonal or On-Call Employee is Placed in Non-Duty Status)	Seasonal employees, or On-Call employees, Work Schedule Codes G, H, J, Q, R, or T who are placed in a non-duty will be identified by Information Code K in the pay period the action occurs. (Thereafter they will be identified by Information Code N until the pay period they return to duty.)
L	Temporary Promotion/Temporary Reassignment to Non-Bargaining Unit Position	Employees being temporarily promoted or temporarily reassigned to non-bargaining unit positions will be identified by Code L until they return to their bargaining unit positions.
M	Reactivate Union Dues Withholding after Temporary Promotion/Temporary Reassignment is Completed	Employees who have returned to their bargaining unit positions upon completion of temporary promotions or temporary reassignment to non-bargaining unit positions will be identified Information Code M during the pay period they return.
N	Non-Duty Status (Seasonal or On-Call Employee Continues to be in Non-Duty Status)	Seasonal employees, or on-call employees, Work Schedule G, H, J, Q, R, or T, who continue to be in a non-duty status for more than one pay period will be identified by Information Code N until the pay period they return to duty. (During the first pay period they are in non-duty status, they will be identified by Information Code K.)
R	Retirement	Identifies employees who retire during the pay period the retirement is effective.
T	Inter-Chapter Transfer (Transfer In to Chapter)	Identifies dues withholding that is commenced for the “new chapter” when an employee changes union chapters. Employees transferring into a new chapter will be listed on the chapter they are transferring to as a “T” in the first pay period for which dues are withheld in that chapter.

_____

APPENDIX E

PD F 4828-1
Department of the Treasury
Bureau of the Public Debt
(Revised October 1998)

CONTROL NUMBER
(Personnel Use Only)

MERIT PROMOTION APPLICATION

(Required for BPD employees applying for Bargaining Unit positions)

PART I - APPLICANT INFORMATION

1. Name (Last, First, Middle) _____
2. Office Phone _____
3. Vacancy Announcement Number _____
4. Title, Series, Grade of Position Applied For _____
5. Grade(s) at which you wish to be considered _____
6. Current permanent Title, Series, and Grade _____
7. Promotion Potential of Current Position _____
8. Date of Last Promotion (Do not include step increases) _____
9. College and/or University Attendance:

	Dates of Attendance		Degree or Certificate		Grade Avg.
Name and Location of School	From Mo./Yr.	To Mo./Yr.	Type	Year	

10. Typing/Steno speed (when applicable): _____
11. List Performance Awards, Honors, and Dates Received

12. **EXPERIENCE:** Start with your present position and work backwards, providing the information related to the job for which you are applying. Only provide the information requested below. Include volunteer/non-paid work experience if it relates to the job for which you are applying. If more space is needed to list work experience, please attach continuation sheets to PART I. You will be asked to provide a description of your duties and responsibilities in PART II.

A. Dates of Employment: _____ Title: _____

Series: _____ Grade: _____ Avg. Hrs./Week: _____

Organization: _____

Immediate Supervisor's Name and Phone: _____

No. and type of employees you supervised: _____

B. Dates of Employment: _____ Title: _____

Series: _____ Grade: _____ Avg. Hrs./Week: _____

Organization: _____

Immediate Supervisor's Name and Phone: _____

No. and type of employees you supervised: _____

Reason for Leaving: _____

C. Dates of Employment: _____ Title: _____

Series: _____ Grade: _____ Avg. Hrs./Week: _____

Organization: _____

Immediate Supervisor's Name and Phone: _____

No. and type of employees you supervised: _____

Reason for Leaving: _____

D. Dates of Employment: _____ Title: _____

Series: _____ Grade: _____ Avg. Hrs./Week: _____

Organization: _____

Immediate Supervisor's Name and Phone: _____

No. and type of employees you supervised: _____

Reason for Leaving: _____

E. Dates of Employment: _____ Title: _____

Series: _____ Grade: _____ Avg. Hrs./Week: _____

Organization: _____

Immediate Supervisor's Name and Phone: _____

No. and type of employees you supervised: _____

Reason for Leaving: _____

CERTIFICATION

I certify that all of the statements made by me are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

SIGNATURE (Please sign in ink) DATE

NOTICE UNDER THE PRIVACY AND PAPERWORK REDUCTION ACTS

The authority for collecting this information is 5 U.S.C. 301 and 31 U.S.C. 321. The purpose for collecting the information about you is to enable the Bureau of the Public Debt to evaluate th qualifications of applicants being considered under the Merit Promotion Plan, determine basic eligibility, determine highly qualified and best qualified candidates, and for other promotion-relate requirements.

This information may be disclosed to the Office of Personnel Management; agencies, contractors, and others to administer personnel and payroll systems and for debt collection and employment c security investigations; a law enforcement agency if Public Debt becomes aware of a possible violation of a law or regulation; a Congressional office to respond to requests by the person to whom th record pertains; courts and counsel during litigation; unions if needed to perform their authorized duties; other agencies under approved computer matches; as otherwise authorized by law or regulation.

Furnishing the information on this form is voluntary, but failure to do so may not allow Public Debt to process your application.

CONTROL NUMBER
(Personnel Use Only)

PART II - JOB RELATED WORK EXPERIENCE, TRAINING, SPECIAL SKILLS, AND KSAs

1. **WORK EXPERIENCE:** For each experience Block in PART I, item 12 describe the work you performed in that job below. Please describe the duties you performed as clearly and accurately as possible. Do not list supervisors or employees you worked for or with while performing the tasks. If more space is needed to describe work experience, please attach continuation sheets to PART II. **For each block give the length of time you performed the duties (e.g., 1 year 2 months). DO NOT list the dates you performed the duties.**

Block A Duties:

Length of Time:

Block B Duties:

Length of Time:

Block C Duties: ___

Length of Time: _____

Block D Duties: ___

Length of Time: _____

Block E Duties: ___

Length of Time: _____

2. TRAINING

College Courses Completed related to the kind of job for which you are applying:
(Along with completing this part, if the job announcement requires it, please attach a transcript.)

Title	Credits Received or Course Hours Completed		
(attach additional sheet if necessary)	Sem.	Qtr.	Grade

Other Training (other than college courses) directly related to the kind of job for which you are applying:

Title (attach additional sheet if necessary)	Date Mo./Yr.	Hours Completed

3. SPECIAL SKILLS (Patents and/or inventions; licenses, membership in professional or scientific societies; skills with computers or other machines).

4. Job Related KSAs (completing this section is optional): For each KSA listed on the vacancy announcement describe related **work experience, education or training** as it applies to the KSA. Be as thorough and complete in describing how you meet the specific KSA. Do not list supervisors or employees you worked for or with when describing the task you performed. Attach additional sheets if necessary**.**

KSA 1

KSA 2 ___

KSA 3 ___

KSA 4 ___

KSA 5 ___

APPENDIX F

Designation of Officials

In all provisions in this negotiated Agreement, where the phrases "management has determined," "the Employer has determined," or "Public Debt has determined" appear or a specific level of supervisory/managerial authority or organization is designated to perform a specific task or group of tasks, Public Debt has made the decision to assign the responsibility for completing the task(s) to that specific level of authority or organization. Public Debt retains the right to change these designations unilaterally.

A

Acceptable Level of Competence 60
Administrative Leave 104
- for blood donations 106
- for contract review 104
- for court 105
- for emergency absences 104
- for personnel security investigations 106
- for voting 104
- for weather emergencies 104

Adoption 97, 98a
Advanced Sick Leave 94
Adverse Action
- advance notice 116
- appeal rights 118
- demotion 115
- furlough 115
- grievance 118
- off duty conduct 117
- removal 115
- suspension 115
- union notification 115, 116
- union representation 10, 116

Air Quality 143
Allotments
- additional/discretionary 23
- union 17, 23

Alternative Work Schedule
- 4/10 schedule 79
- 5/4/9 schedule 79
- adjustments to starting time 80, 104
- bidding process 81
- cessation of 82
- core hours 79
- fixed shift employees 83
- flexitime bands 79, 104, 105, A-1
- flexitime schedule 79
- holidays 82
- non-workday 81
- sign in/out sheets 83
- training 83
- use of leave 82

Annual Leave
- abuse of 88
- accrual while using donated leave 102, 103
- approval of 87, 88, 89
- denial of 87, 89, 134
- extended 87, A-1
- for emergencies 88, A-1
- for religious observances 89
- forfeiture 89
- increments 87
- in lieu of sick leave 94
- reporting unanticipated absences 88
- same day 89
- short term 89
- to attend NTEU National events 16
- use or lose 89

Appraisals
see Performance Management
Arbitrability 132

Arbitration
- authority of arbitrator 132
- awards 132, 137
- decision 137
- exceptions to award 132, 137
- expedited 134, 161
- fees/expenses 130, 135
- hearing 135
- invoking 118, 122, 128, 130, 134
- location 131, 135
- new issues 132, 136
- official time for 13, 14, 131, 137
- prehearing conference 130, 135
- selection of arbitrator 130, 135
- timeframes 128, 130, 133, 134, 135, 136, 137
- transcripts 131, 136

Awards
- criteria 73
- documentation for 74
- on-the-spot 75
- quality step increase 73
- special accomplishment 73
- suggestions 74
- time off 76
- types of 73

AWS
see Alternate Work Schedule

B

Bank Time 13

Bargaining
- ground rules 29
- midterm 29
- proposals 29
- publicity 28
- term 30
- travel 29, 30

Bargaining Unit Coverage 1
Bereavement 92
Best Qualified (BQ) 39
Blood Donations 106
Breaks 82
Bulletin Boards 25
Burden of Proof
see Evidence

C

Career Ladder Promotion 43
Career Transition Assistance Plan (CTAP) 33, A-1
Change in Duties 54
Change to Lower Grade
see Demotions
Chronic Condition 93
Classification 54
Classification Appeal 54
Clean Up Time 145
Compensatory Time 85, 89
Competitive Actions
see Merit Promotion
Compressed Work Schedules
see Alternative Work Schedules
Contagious Disease 92

Contract Review 104
Contracting Out 149
Core Period 79
Counselors 139
Court Leave 105
Crediting Plan 38, A-1
Critical Element 60, 62

D

Death Benefits 50
Demotions 8, 10, 32, 41, 115, 120
Desk Audit 55
Details 44, 45, 46, 63, 69, A-1
Dignity 4
Disciplinary Action 8, 9, 111, 132
Discrimination 138
Distribution of Material 25
Dues Withholding
- allotment changes 19
- dues tapes 23
- effective dates 21
- errors 20
- movement to another office 22
- movement to a nonbargaining unit position 22
- NTEU responsibilities17
- overpayments 19
- Public Debt responsibilities 18
- remittance procedures 18
- revocation 21
- voluntary allotments 17

Duration of Contract 30

E

Early Dismissal 104
Education Opportunities/Assistance 56, 57
Electronic Notices/Files
- notice of non-selection 35
- notice of referral on BQ list 35
- posting of vacancy announcements 33
- receipt of applications for vacancies 35
- requests for annual leave 87
- supervisory maintained files 53
- training announcements 58

Emergencies 88, 104
Employee Assistance Program 145
Employee Orientation 9
Employee Rights
- notification of 9
- off duty conduct 5, 113, 117
- to outside employment 4
- to dues revocation 21
- to union representation. 6
- to unionism 3
- to dues withholding 17

Employer Rights 8
Environmental Quality Testing 143
Equal Employment Opportunity
- postings 138
- counselors 72, 138
- training 56

Evidence
preponderance 115
substantial 111, 119
introduction in grievances 128
Exclusive Representation 9
Expedited Arbitration 128, 161
Extended Annual Leave 87

F

Fair Labor Standards Act 85
Family Friendly Leave Act 96
Family and Medical Leave Act 97
Family Member 92, 96, 97, 98, A-1
First Consideration 33
Fitness Center 146
Fixed Shift 58, 83
Flexiplace
appeal rights 160
approval 154
equipment 158
grandfather clause 161
hours of duty 157
impact 153
inspections 159
liabilities 156
OWCP 157
participation 152
responsibilities 155
services 158
space 158
termination 159
Flexitime
see Alternative Work Schedules
Flu Shots 144
Formal Meetings 9
Furlough 115

G

Grievability 124, 125, 132
Grievance 124
arbitration. 124, 125, 128, 129
evidence 128
exclusions 124
extension of time limits 128
management initiated 125, 129
new issues 128
procedure 126, 127, 129
representation 125
time limits to file 126, 129
witnesses 128
Ground Rules 29

H

Hazardous Weather 104
Hazardous Duty Pay 143
Health/Safety
air quality 143
clean up time 145
committee 142
equipment 142, 143
flu shots 144
hazardous duty pay 143
transportation of employees 145

Higher Grades Duties 31, 32, 44
Holidays 49, 82, 87
Home Addresses 26
Hours of Work 79
flexiplace 157

I

Incentive Awards 73
Individual Development Plan 56, A-1
Indoor Air Testing 143
Interagency Career Transition
Assistance Program (ICTAP) 33, A-1
Interim Appraisal 61, 65, 122
Interviews 6, 40
Investigations 6, 7, 9, 106
111, 116

J

Job Sharing 49
Job Related Study 107

K

Kalkines Rights 7, A-3

L

Labor Organization
see Union
Labor-Management Relations Committee 147
Leave
abuse of 88, 92
advanced 94
alternative work schedules 79
annual 16, 87, 99,
102, 103, 134
approval of 87, 88, 89
balance 41
blood donations 104
contract review 104
court 105
donor 101
emergency 88, 104
extended annual 87
for blood donations 106
for job related study 107
for religious observances 89
for voting 104
increments 87, 91
reporting unanticipated
absences 88, 91
same day 89
short term 89
sick 91, 96, 97,
99, 102, 103
substitution of 94, 99
to attend NTEU National
events 16
transfer of 99
use or lose 89
Leave of Absence
job related study 107
NTEU officials 107
Leave Transfer Program
see Voluntary Leave Transfer Program
Leave Without Pay
Family and Medical Leave Act 97, 98

for adoption 97
for maternity/paternity 96, 97
for religious observances 89
substitution of leave for 99
to attend NTEU National events 16
voluntary leave transfer program 99
Lower Graded Positions 45
Lunch 79
LWOP
see Leave Without Pay

M

Mandatory Overtime 86
Maternity Leave 96
Medical Certificate 92, 93, 95, 98, A-1
Medical Emergency 99, 103, A-1
Meetings
formal 9
investigatory 9, 111, 116
space for union 25
union right to attend 9, 111, 116
Merit Promotion
applicant not qualified/ ineligible 35
applications 36
best qualified (BQ) 39, 40
career ladder 42
competitive actions 31
consideration of candidates 33, 36, 40
coverage 31
crediting plan 38
first consideration for 33
interviews 39
leave balances 40
minimum qualifications 35, 36, A-1
non-competitive actions 31
referral of candidates 39
priority consideration 41
rating factors 38
rating method 37
rating panel/official 37
rosters 36
selective factors 34, A-1
temporary 31, 44
vacancy announcements 33
Mid Term Negotiations 29, 30
Minimum Qualifications 35, 36, A-1
Miranda Rights 7, A-2
Monetary Awards
see Cash Awards

N

Negotiations
ground rules 29
impact and implementation 28
mid-term 29
reduction-in-force 51
term 30
New Employees 9
Nexus 113, 117
Non-Competitive Actions 31, 44
Notice to Employees of eligibility/qualification determinations 35

non-selection 36
referral for consideration to vacancies 35
right to representation during investigatory interviews 6
right to provide copy of disciplinary/adverse action notice to union 111, 115, 119
Notice to Union of
adjustments to AWS schedules 83
award statistics 74
changes in duties/ responsibilities 54
changes in personnel policies, procedures or conditions of employment 28
change to employee's regularly scheduled work week 80
elimination of tour of duty 81
information concerning right of first refusal 150
overtime 86
reduction in force 51
solicitation for rating officials 37
supplemental attachments 63
suspension of AWS 82
vacancy announcements 35

O

Off Duty Conduct 5, 113, 117
Office Closings 104
Office Hours 80
Official Personnel Folders 45, 46, 52, 74, 113
Official Time
bank time 12
for arbitration 131, 137
for partnership activities 15
for training 15
reasonable time 14
union notification procedures 16
On-The-Spot Award 75
Opportunity to Improve 119
Oral Admonishment 111, 113 114, 134
Orientation of Employees 9
Outside Employment 4
Overpayments 9, 19
Overtime
determining who works 86
exemptions from 86
notice of 85
two hour minimum 86
when called back 86
OWCP
see Workers Compensation

P

Partnership Activities 15
Part-Time Employees 48, 103
Paternity Leave 96
Pay
overpayment 6
replacement of salary 6
Performance

acceptable level of competence 60
does not meet 61
exceeds 61
meets 61
unacceptable 61, 67, 72, 119

Performance Management
appraisal period 60, 64
calculating ratings 66, 67
completion of appraisal 67
determining overall performance 66
distribution and retention 68
employee input 63, 66
elements and standards 60, 62
interim appraisal 61, 65, 122
issuance of performance plan 62
progress review 61, 65
rating official 62, 64, 65, 66, 67, 68
rating of record 62, 65, 66, 68, 70, 71, 72
reviewing official 62, 64, 67
special conditions 71
summary rating 61, 66, 73
supplemental attachment 60, 63
while on detail 45, 46, 69
while on temporary promotion 45, 46, 69
within grade increase 70
Personnel Directives System 2
Personnel Records 52
Personnel Security Investigation 106
Photocopy Equipment 27
Placement Programs 32, 150
Political Activity 6
Position Classification 54
Position Description 37, 54
Priority Consideration 40, 42
Probationary Employees 108
Progress Review 61, 65
Progressive Discipline 111, A-1
Promotions
see Merit Promotion

Q

Quality Step Increase 73

R

Rating Factors 37, 38, 39
Rating of Record 6, 56, 66, 68, 70, 71, 72
Rating Official 62, 64, 65, 66, 67, 68
Rating Panel 37
Reasonable Accommodation 144
Reasonable Time 14
Reassignment 32, 46, 57, 151, A-1
Reduction-In-Force 32, 51
Reduction in Grade
see Demotions
Reemployment Priority List 33
Reinstatement 32
Removal 8, 10, 115, 119

Replacement Salary Payment 6
Reprimand 111, 113, 114, 134
Repromotion 32
Respect 4
Resignation 50
Retirement 50
Retirement/Resignation Withdrawal Notice 50
Reviewing Official 62, 64, 67
Revocation of Union Dues 21
Rosters 36

S

Safety Equipment 142
Safety and Health
see Health and Safety
Salary
see Pay
Savings Bonds 7
Self Development 56
Serious Health Condition 97, 98, A-1
Sexual Orientation 138
SF-71 87, 91
Shifts 58, 83
Sick Leave
abuse of 92
accrual while using donated leave 102, 103
advanced 92
appropriate use of 91, 92, 96
denial of 134
family friendly 96, 97
increments 91
medical certification 92, 95
reporting unanticipated absences 91
restriction 93, 95
substitution of leave 94
Sign In/Out Sheets 83
Step Increase
see Within Grade Increase
Stewards 12, 37, 125, 126, 127
Student Career Employment Program (SCEP) 32
Student Temporary Employment Program 1
Summary Rating 61, 66, 73
Supervisory Documents 53, 134
Supervisory Instructions 5
Supplemental Attachment 60, 63
Suspensions
adverse action 115, 116
disciplinary 111, 112

T

Telephones 26
Temporary Appointment Pending Establishment of a Register (TAPER) 32
Temporary Employees 1
Temporary Promotion 31, 44, 69, A-1
Termination of Probationary Employee 108, 109, 110
Time and Leave
see Leave
Time Off Award 76

Tour of Duty 80
Training
announcements 58
costs 57
criteria 57
for promotions 58
for shift workers 58
individual development plan 56
of union officials 15
lack of 56
nomination/selection for 56
outside training 57
self development 56
union sponsored 15
upward mobility 58
work schedule changes 58, 83
Treatment of Employees 4, 66, 125

U

Unacceptable Performance 61, 67, 72, 119
Union Benefits Programs 145
Union Dues
see Dues Withholding
Union Rights
to bulletin boards 25
distribution of material 25
employee listings 26, 84
fund-raisers 27
notification
see Notice to Union of
space for meetings 25
training 15
use of electronic mail 27
use of office mail system 27
use of photocopy equipment 27
use of telephone 26
United States Savings Bonds 7
Upward Mobility 58

V

Vacancy Announcement 33, 38
Voting 104
Voluntary Leave Transfer Program
annual/sick leave accrual 101, 102
application approval deadlines 99, 101
application to donate leave 101
application to receive leave 99
donation limitations 101, 102
donations outside Public Debt 101
ending medical emergency 103
grievances 100, 134
minimum donation 102
soliciting donations 100

W

Weather Emergencies 104
Within Grade Increase 70
Worker's Compensation 144, 157