PREAMBLE

This collective bargaining agreement is entered into to prescribe certain rights and obligations of the employees of the Department of Energy (DOE) Headquarters represented by the National Treasury Employees Union and to delineate procedures which are designed to meet the special requirements and needs of DOE Headquarters. The provisions of this agreement have been negotiated and should be interpreted in a manner consistent with the requirements of an effective and efficient Department. The Department of Energy (DOE) Headquarters and the National Treasury Employees Union are dedicated to partnership efforts designed to assure success for our respective organizations and to maintain a cooperative and constructive working relationship.

5 U.S.C. s 7114(a)(2) provides in part as follows:

> "An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at-
>
> * * *
>
> "any examination of an employee in the unit by a representative of the agency in connection with an investigation if-
>
> (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
>
> (ii) the employee requests the representation."

TABLE OF CONTENTS

Article 1
Recognition and Coverage 1

Article 2
Precedence of Laws and Regulation 2

Article 3
Employees' Rights 2

Article 4
Management Rights 4

Article 5
NTEU Rights 5

Article 6
NTEU Representation 6

Article 7
Official Time 7

Article 8
Facilities and Services 12

Article 9
Dues Withholding 15

Article 10
Polygraph 24

Article 11
Grievances 24

Article 12
Arbitration 29

Article 13
Midcontract Negotiation 31

Article 14
Partnership 32

Article 14.A
Labor Management Committees 33

Article 15
Position Classification 34

Article 16
Acceptable Level of Competence 34

Article 17
Performance Standards 36

Article 18
Performance Appraisal 38

Article 19
Merit Promotion 41

Article 20
Details and Temporary Promotions 49

Article 21
Reassignments 50

Article 22
Reduction in Force 51

Article 23
Training and Development 55

Article 24
Overtime and Compensatory Time 57

Article 25
Alternative Work Schedules 58

Article 26
Holidays 60

Article 27
Absence and Leave 61

Article 28
Employee Benefits 68

Article 29
Employee Awards 69

Article 30
Equal Employment Opportunity 72

Article 31
Personnel Records 73

Article 32
Health and Safety 73

Article 33
Employee Assistance Program 75

Article 34
Travel 76

Article 35
Wage Surveys 78

Article 36
Contracting Out 78

Article 37
Prohibited Personnel Practices 79

Article 38
Drug-Screening 81

Article 39
Outside Employment 81

Article 40
Temporary Employees 82

Article 41
Part-Time Employees 82

Article 42
Probationary Employees 82

Article 43
Disciplinary Actions 83

Article 44
Adverse Actions 85

Article 45
Performance-Based Actions 88

Article 46
Smoking 89

Article 47
Flexiplace 90

Article 48
Notification Procedures 93

Article 49
Parking Management 96

Article 50

Transit Subsidy 97

Article 51

Duration and Termination 98

Glossary 99

Signature Page 100

Appendix A 101

Appendix B 102

Appendix C 103

Article 1
Recognition and Coverage

Section 1.01

All professional and nonprofessional employees of DOE Headquarters employed in the Washington, DC metropolitan area, excluding employees of the Federal Energy Regulatory Commission, the Office of the Inspector General, and the Office of the Assistant Secretary for Defense Programs; any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; employees engaged in Federal personnel work in other than a purely clerical capacity; management officials, supervisors, and confidential employees, as defined in 5 U.S.C. 7103(a); are employees occupying positions within the bargaining unit. The above-described bargaining unit is represented for purposes of exclusive recognition by the National Treasury Employees Union. To facilitate efficient labor-management relations, there is a separate chapter which represents Headquarters employees in Germantown, Maryland, and a separate chapter which represents all other Headquarters employees.

Section 1.02

The terms and conditions of this agreement apply only to positions within the bargaining unit and to employees who occupy those positions. When the word employee is used in this agreement, it is understood that it means an employee in a bargaining unit position.

Section 1.03

This agreement is made and entered into by and between the Department of Energy (DOE) Headquarters, hereinafter referred to as the Employer, and National Treasury Employees Union (NTEU), hereinafter referred to as NTEU.

Section 1.04

To the extent that the provisions of DOE Headquarters orders are in specific conflict with this agreement, the provisions of the agreement will govern.

Section 1.05

A. If NTEU becomes certified as the exclusive collective bargaining representative for any employees or bargaining unit not currently covered by this Agreement, this Agreement shall extend automatically to all employees covered by that certification on the sixtieth (60th) day following the certification of such unit. However, the dues withholding provisions of this Agreement shall be applicable upon certification of NTEU . Upon coverage of an organization, a management/NTEU team will be formed to resolve issues similar to those covered by the Collective Bargaining Agreement. After the 60 day grace period, employees may exercise grievance rights to resolve appropriate issues. There will be a 120 day grace period from the date of certification of newly covered organizations prior to formal third party actions being filed.

B. During the first 120 days of coverage, management officials will be jointly briefed by Headquarters Labor Relations and NTEU on their labor/management responsibilities. In addition, during the first 120 days of coverage, employees will be jointly

briefed by Headquarters Labor Relations and NTEU on the provisions of the Collective Bargaining Agreement.

Article 2
Precedence of Laws and Regulations

Section 2.01

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws or regulations of higher authorities.

Section 2.02

The terms and conditions of this agreement, plus the provisions contained in DOE Headquarters personnel administration orders constitute the personnel policies, practices, and general employment conditions for the bargaining unit. Therefore, except as provided in Article 13, Midcontract Negotiations, there will be no changes in any personnel policy, practice, or condition of employment during the life of this agreement.

Article 3
Employees' Rights

Section 3.01

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

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

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

Each employee has the right to work in an environment free of prohibited discrimination. DOE and NTEU are committed to protecting this right.

Section 3.02

The initiation of a grievance in good faith by an employee will not cause any reflection on the employee's standing with the employee's supervisor or on the employee's loyalty or desirability to the organization. Employees and NTEU stewards who have relevant information concerning any matter for which remedial relief is available under this agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. Supervisors will not lower an employee's performance appraisal due to the employee's decision to confer with the Union or to pursue a grievance.

Additionally, employees have the right to be represented by a designated NTEU steward for the purpose of representing to the Employer any matter of dissatisfaction or in representing the employee to any Government agency or official other than the Employer. In accordance with Article 7 of this agreement, employees are entitled to reasonable amounts of administrative time to confer with the Union with respect to any matter covered by this agreement.

Employees are to notify their leave approving official of any anticipated absences greater than 30 minutes in duration. The employee need not tell the supervisor the substantive issue to be discussed with the Union.

Section 3.03

Bargaining unit employees and managers will conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day to day working relationships.

Section 3.04

Employees are only required to make payment to NTEU through voluntary dues. Dues provide a source of funds that enable NTEU to represent employees effectively.

Section 3.05

A. Prior to any examination of any bargaining unit employee by a representative of DOE management in connection with an investigation, the management representative will inform such employee whether the results of the examination are likely to result in disciplinary/adverse action against that employee, and of their statutory right to NTEU representation during questioning, upon request. The employee will be afforded an opportunity to sign a form certifying that he/she has been informed of such rights and will receive a copy of said executed form, upon request. (See Appendix A)

B. When the DOE Headquarters Office of Security interviews a bargaining unit employee in the administrative review process which may result in disciplinary action, the employee must be informed of his/her right to be represented by an NTEU representative as provided by 5 U.S.C. 7114(a)(2)(B). The employee will be afforded an opportunity to sign a form certifying that he/she has been informed of such rights and will receive a copy of said executed form, upon request. (See Appendix A)

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 rights:

1. to clarify the questions;
2. to clarify the answers;
3. to assist the employee in providing favorable or extenuating facts;
4. to suggest other employees who have knowledge of relevant facts; and
5. to advise employee

Section 3.06

DOE will, in coordination with NTEU, post a jointly-developed notice to all employees on all bulletin boards described in section 8.10, stating a condensed version of employee rights.

The Employer will semi-annually inform bargaining unit employees, in writing, of their rights to an NTEU representative at an examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary

action against the employee, and the employee requests the representation.

Section 3.07

Employees have the right to refuse, without fear of employer reprisal, to obey an order that would require the employee to violate a law, including local traffic ordinances, parking prohibitions and speed limits. Employer reprisal is a prohibited personnel practice, addressed under Article 37 of this agreement.

This right does not negate an employee's responsibility to follow all lawful directions, nor management's right to take appropriate action in instances where an employee fails to follow such directions.

Section 3.08

Normally, when there is more than one established work shift per day, those employees who are equally qualified will be given their choice of shift. Where no agreement is reached, conflicts among equally qualified employees will be resolved on the basis of seniority as determined by service computation date.

Section 3.09

The decision on whether and when to resign (including retirement) from employment are voluntary matters of free choice for each employee and may not be coerced. An employee may withdraw a resignation prior to the effective date, if such withdrawal is submitted in writing before a commitment is made to fill the position that would otherwise be vacated by the employee.

Article 4
Management Rights

Section 4.01

Nothing in this agreement shall affect the authority of the Employer:

A. to determine the mission, budget, organization, number of employees, and internal security practices of DOE Headquarters;

B. In accordance with applicable laws:

1. to hire, assign, direct, layoff, and retain employees in DOE Headquarters, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which DOE Headquarters 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 course; and

4. to take whatever actions may be necessary to carry out the agency mission during emergencies.

Article 5
NTEU Rights

Section 5.01

NTEU shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. Accordingly, NTEU will receive as much advance notice as possible. In the absence of a written, signed, implemented, and functioning partnership agreement at the first tier level or in the event of a unilateral withdrawal from partnership by Management, a minimum of five (5) days of notification is required prior to formal discussions with bargaining unit employees. If there is a unilateral withdrawal from the partnership by NTEU, there will be a two (2) day notification requirement. Notification must include an agenda of the meeting's subject matter. Management and NTEU are strongly encouraged to jointly develop agendas and conduct formal discussions with employees. Notification shall be accomplished in accordance with the terms of Article 7, Section 7.04. In any formal discussion held pursuant to this section, the NTEU representative shall be introduced by the Chair. The NTEU representative may ask relevant questions, will be provided the time it needs to express its issues/concerns and positions regarding the subject of the meeting, and may request meetings and formal discussions with one or more employees in the unit. Management is encouraged to accommodate NTEU's request.

Section 5.02

NTEU has the right and responsibility to represent all employees in the bargaining unit in matters where NTEU is the exclusive representative. However, consistent with applicable statute, regulations and case law, NTEU may refuse to represent certain employees, e.g., non-NTEU members, in matters where NTEU is not the exclusive representative, e.g., where NTEU has no contractual duty, such as proposed disciplinary and adverse actions, or processes.

Section 5.03

In conjunction with NTEU, DOE will semi-annually notify employees of NTEU rights and employee rights regarding participation in NTEU in accordance with title 5 U.S.C. 7101, 7102, and 7116 and DOE's commitment to protect those rights. This notification is in accordance with the intention of Executive Order 12871 regarding Labor/Management Partnerships.

In addition, NTEU and DOE will jointly develop and send a quarterly memorandum to all managers reminding them of their responsibilities for notifying the Headquarters Labor Relations of upcoming meetings.

Section 5.04

The Employer will make available to NTEU upon request, a list of those employees within a work group, who are subject to like job assignments, ranked by Federal service EOD date.

Section 5.05

Within 30 days of the effective date of the Collective Bargaining Agreement, NTEU and Management will begin to jointly develop an education program on the Collective Bargaining Agreement. The education program will be jointly delivered to bargaining unit employees, supervisors and managers, beginning 90 days, or

as mutually agreed, following the effective date of the Collective Bargaining Agreement. The education program will be mandatory and will be presented as frequently as necessary.

Section 5.06

One week of each year, to be designated by the NTEU National Office, will be recognized as Labor Recognition Week. During that week, local chapters may use the Employer's cafeterias, break rooms and snack bars in Headquarters offices and posts of duty to set up exhibits to publicize the contributions of NTEU and organized labor to society. Meeting rooms may also be made available. All employees shall receive one hour of official time to participate in Labor Recognition Week activities. Local NTEU Chapters shall be provided with twenty (20) cumulative hours of official time to prepare and conduct Labor Recognition Week activities conducted in accordance with provisions of Articles 7 and 8. Each chapter shall have the right to display a banner during Labor Recognition Week which conforms to regulations and laws, announcing Labor Recognition Week.

Section 5.07

NTEU will have the opportunity to participate in employee newsletters and publications, jointly determined to be appropriate by management and NTEU, under common ground rules applicable to other organizations.

Section 5.08

NTEU has the sole right and responsibility of designating those individuals who will represent and speak on behalf of NTEU. In this regard, NTEU must advise management of NTEU designations in a timely manner.

Article 6

NTEU Representatives

The Employer recognizes the efforts of NTEU representatives as important in promoting a quality workplace, and a safe and friendly work environment. Although serving voluntarily, the rights and responsibilities of these NTEU representatives are supported by the language of this Agreement and by Federal Law. In this regard, the roles and responsibilities of Managers and NTEU representatives will be conveyed through annual, joint labor/management training sessions.

Section 6.01

"NTEU Representative" includes only those employees named by NTEU to any position where the employee acts as the spokesperson in the interest of NTEU or employees within the Bargaining Unit. This includes stewards, elected officers, and any other employees designated by NTEU. NTEU Representatives acting in such capacities qualify for adequate periods of Official Time under Article 7 of this Agreement. Use of official time for representation purposes may not be used as a reason for a supervisor to lower the performance appraisal of an NTEU representative.

Section 6.02

NTEU may designate as representatives as many as 32 stewards. In designating stewards, NTEU will take into account their organizational and geographical location of each, in order to minimize travel and other time away from the stewards' official duties. First-tier partnerships may reduce the need for steward services, and the designation of stewards may be affected.

NTEU will provide the Employer with a complete, up-to-date list of appointed stewards,

the identity of chapter officers and chief stewards, and the office location and telephone number of each. Each steward must be a bargaining unit employee. NTEU must notify the Employer of any change in stewards as soon as possible but at least two (2) days before the effective date of any change.

In addition to the above stewards, NTEU may designate other representatives as set out in Section 6.01 above. NTEU will provide notification to the labor relations office of all such specific subject matter designations, as they are made.

Section 6.03

Employees and NTEU representatives will have access to the Employers' communications systems as a tool for reducing the time spent away from work during the course of conducting labor-management business. In addition, this communication system is needed to receive and transmit information to the Employer.

Section 6.04

Newly-appointed representatives may require a mentoring period in which to become familiar with their duties and the processes of labor-management relations. To further this process, a newly appointed representative may accompany or be accompanied by the chief steward, Chapter president, another representative, or National NTEU representative to formal meetings , or in the case of stewards, grievance meetings at all appeal levels, until the new steward has participated in three (3) grievances.

Section 6.05

Training in leadership development, labor management relations, workers health and safety, civil rights, equal employment opportunity, labor relations law, alternative dispute resolution, and other specialized areas that are considered under this Agreement, are appropriate and important training curricula for Individual Development Plans of NTEU representatives. Supervisors will consider the need for training in these areas, along with the training needs related to NTEU representatives' assigned duties and responsibilities.

Article 7
Official Time

Section 7.01

Consistent with the provisions of Article 6, NTEU Representation:

A. NTEU stewards or representatives and employees, as appropriate, will receive reasonable official/administrative time to:

1. confer with respect to any matter for which remedial relief may be sought pursuant to the terms and conditions of this agreement;

2. prepare and present grievances;

3. prepare a reply to a notice of proposed disciplinary or adverse action or any other matter for which a statutory appeals procedure exists;

4. testify as witnesses in arbitration proceedings; and

5. travel locally to and from the above-listed activities.

B. NTEU stewards or representatives, as appropriate, will receive as much official time as is necessary to travel and:

1. be present at formal discussions between the Employer and one or more employees concerning grievances, personnel policies or practices, or other general conditions of employment;

2. attend meetings with Employer regarding labor-management relations business;

3. attend grievance meetings; arbitrations; and statutory appeal procedures;

4. attend disciplinary or adverse action replies;

5. prepare for and attend Labor-Management Relations Committee meetings;

6. represent an employee in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation;

7. review management actions and prepare for possible impact and implementation negotiations; and

8. prepare for and participate in local, HQ-wide, or Department-wide partnership activities.

C. Each representative designated pursuant to Article 6, NTEU Representation, will receive up to thirty-six (36) hours of official time each year of their stewardship to attend NTEU-sponsored training, required to perform their NTEU duties, and designated to further the interest of the Government by bettering the labor-management relationship within the Department of Energy Headquarters bargaining unit. The chapter presidents, officers, and chief stewards from each chapter will receive up to sixty (60) hours of official time for such training.

D. Four members may be granted not more than three (3) work days of official time each year to meet with congressional representatives to present views of employees they represent concerning their terms and conditions of employment.

Section 7.02

With the exception of paragraph F below, NTEU representatives and affected employees will request and be granted official time as follows:

A. As far in advance as possible of the proposed time use, the representative or employee will inform the immediate supervisor (normally the employee's leave approving official) of the amount of time requested and the purpose for which it is requested.

1. NTEU representatives will use the request/report form at Appendix B either electronically or on paper. In completing the request, NTEU representatives should provide their leave approving official with as much

advance notice of the need for official time as possible. Management will make every effort to provide NTEU with sufficient advance notice of meetings or other activities in which NTEU representatives are expected or have a right to participate. The parties recognize that there will be some circumstances in which advance notice will be virtually non-existent. In those instances, and where rescheduling the need for official time is not possible, requests are to be submitted with the understanding that they are approved. In accordance with OPM definitions, "Negotiations" includes time spent for or in preparation for negotiations over basic or supplemental agreements, renegotiation of agreements, mid-term negotiations, whether interest-based or position-based, and the use of the Federal Mediation and Conciliation Service or the Federal Service Impasses Panel; "Dispute Resolution" includes representations in connection with grievances, arbitrations, adverse actions, ADR, and other labor relations complaints and appellate processes, as well as counseling, phone calls, e:mail and meetings with management on complaints and problems that are pre-grievance or pre-complaint, but not part of any formal process; and "General labor relations" includes all other activities not covered above, such as management committee meetings, partnerships, consultations and pre-decisional meetings, OSHA walk around inspections, labor relations training, and formal and Weingarten-type meetings.

2. Employees (other than NTEU representatives) are required to request administrative time in accordance with other provisions of this Article, but are not required to use the form at Appendix B. When requesting grants of official time, an affected employee must provide the following information to the supervisor:

   a. The purpose of the official time usage (i.e., one of the purposes stated in Section 7.01 of the Article). However, the affected employee need not tell the supervisor the nature of the substantive issue to be discussed with the steward.

   b. The location where the time would be used; namely, address, room, office name and telephone number.

   c. The proposed duration of the time usage.

   d. The date proposed for using the time.

B. Unless the supervisor disagrees that the amount of time requested is appropriate, the representative or employee may use the time for the stated purpose.

C. If the supervisor does not agree that the amount of time requested is appropriate, he or she will discuss the matter with the employee or representative and attempt to reach agreement. In considering requests by NTEU representatives and affected employees for use of official or administrative time, supervisors will first review the work situation of the office to ascertain if the representative/employee can be excused for all or part of the requested period. If the work situation is such that the time usage cannot be allowed at the time specified in the request, the representative/employee will be informed of the reason and of the next available time when the work situation will permit usage of the requested time. This information shall be in writing, if a written response is requested by the representative/employee.

D. If agreement cannot be reached, the representative or employee may use the amount of time the supervisor is willing to grant for the stated purpose. This amount may be supplemented by the representative or employee through the use of annual leave or approved leave without pay, assuming the test in Section 7.02.C has been met. All unresolved denials of official time are to be reported immediately by the official denying the time to the DOE HQ Labor Relations Office, which will seek resolution with the respective Chapter President.

E. When disputes arise as outlined above, the DOE Headquarters Labor Relations and NTEU will meet to attempt resolution. If a mutually satisfactory resolution is not reached, the dispute may be referred to mediation, med-arb, or, Arbitration, as outlined in Article 12, for resolution.

F. The parties recognize that pursuant to the statute and other portions of this contract, labor-management activities for which official time is allowed may result in one or more NTEU official(s) spending full time or virtually full time on these activities on a continuing basis. Before any effort is made to reduce a full time person's time devoted to these activities, the parties will meet to negotiate over the change. These representatives will not be subject to the process described in paragraphs A through E above. Instead, where disputes arise regarding the virtual full time needs of the NTEU official, the representative and his/her leave approving official or supervisor should discuss work assignments or projects, and representational responsibilities in advance as much as possible in order to minimize or avoid conflicts. Consideration should be given to such things as time sensitivity, availability of others to perform the needed tasks, overall workload, etc. Based on these discussions, official time requests may be approved for extended periods (e.g., months or quarters), depending on the mutual needs identified. At the end of the agreed period, the representative and the supervisor will meet to assess the official time needs compared to the Employer's work load assignments during the period just passed, and project work load needs in the immediate future. Any impediments or exigencies should be mutually discussed and resolved at the earliest possible time. The representative will then report his or her use of official time at the end of

each pay period. The Employer will not harass, intimidate, or in any way inappropriately interfere with a representative's right to take official time pursuant to this Article. All unresolved denials of official time are to be reported immediately by the official denying the time to the DOE HQ Labor Relations Office, which will seek resolution with the respective Chapter President.

Section 7.03

A representative or employee who has been granted official time under the terms of this article, when the time is to be used, is encouraged to remind the immediate supervisor that he or she is leaving the work area to use the approved time. Upon completion of the approved time usage, the representative or employee will inform the supervisor of the total amount of official time used.

Section 7.04

A. In the case of a formal meeting concerning only one representational area, the Employer will notify the chapter president, and the chapter's executive board. Any designated representative may request official time to attend the meeting pursuant to this section.

B. In the case of a formal meeting concerning more than one representational area, the Employer will notify both chapter presidents and respective executive boards. Any designated representatives may request official time to attend the meeting pursuant to this section.

Section 7.05

A. An NTEU representative may address new bargaining unit employees attending orientation sessions for twenty (20) minutes on official time.

B. New Employee Orientation will be presented at both the Forrestal and Germantown buildings. Wherever feasible, employees shall attend the orientation presentation nearest their duty site.

C. The Employer will provide to each chapter president, at the beginning of each new quarter, a listing of all new bargaining unit employees who entered into service during the past three months. The list will include name, organization, telephone number, position title, series and grade.

D. If no orientation session is held at Forrestal for three (3) consecutive months, an NTEU representative will be given the opportunity to meet with each new Forrestal employee, for not more than twenty minutes. If no orientation session is held at Germantown for three (3) consecutive months, an NTEU representative will be given the opportunity to meet with each new Germantown employee for not more than twenty minutes.

Section 7.06

The Employer will provide official time, not more than 120 hours per chapter, per year, if the NTEU National Office offers special training apart from its annual steward's training.

Section 7.07

The Employer will provide travel and per diem and official time for each chapter's black activities coordinator in activities training; each chapter's Federal women's coordinator in women's activities; each chapter's EEO coordinator in EEO activities and each chapter's Hispanic coordinator for Hispanic activities and other minority organizations for which the NTEU has a representative.

Section 7.08

The Employer will pay the reasonable travel and per diem expenses for all NTEU officials who legitimately attend joint labor-management meetings outside the Washington, DC commuting area, e.g., The DOE Quality Council, and Health and Safety committees.

Article 8
Facilities and Services

Section 8.01

A. Room C-075 in Germantown will be an NTEU office. Room GB-116 in the Forrestal Building will continue to be an NTEU office. The normal furniture and existing telephones will remain in the rooms along with a secretarial desk and chair and one four-drawer locking file cabinet.

B. When requested by NTEU, NTEU will be provided approximately 150 square feet of office space for representational purposes in each satellite building which has at least 100 bargaining unit employees.

C. When requested, locks will be placed on office doors and/or lockable filing cabinets will be provided for all NTEU officers and stewards. The supervisor or other appropriate person, such as an administrative officer, will retain a key to locked offices. The key will be secured in a way that is acceptable to the NTEU officer/steward.

D. A small room will be dedicated for use by NTEU and DOE Headquarters Labor Relations for activities, such as stewards' private meetings with bargaining unit employees and management/NTEU meetings.

Section 8.02

The Employer will provide NTEU a reasonable amount of space to conduct ballot box elections pursuant to its bylaws.

Section 8.03

The Employer will provide NTEU access to available confidential offices or conference rooms for use in connection with its representational duties. Subject to safety and security requirements, NTEU will be permitted to use available auditoriums and conference rooms to conduct non-work hour meetings. Requests for the use of these facilities must be made as far in advance as possible and will include the time, date, and number of people expected to attend. Such requests will be forwarded to the DOE Headquarters Labor Relations. NTEU will be responsible for assuring that conference rooms or auditoriums are left in a clean and orderly condition.

Section 8.04

A. National representatives of NTEU visiting the Employer's premises will comply with appropriate security

regulations. The DOE Headquarters Labor Relations will receive notice of the visit, including the organizational segment to be visited.

B. As requested by NTEU, the National President and up to two National Staff who frequently have NTEU representational business at DOE Headquarters will be provided by DOE with Building Access Only (BAO) badges. The request to Security for these badges will be routed through DOE's Collective Bargaining official. Badges will be relinquished when no longer used. NTEU will conform to normal DOE security requirements.

Section 8.05

A. NTEU representatives may use Employer facsimile transmission equipment (FAX) in connection with joint labor-management business at no cost. Receipt of facsimile documents will constitute "delivery" under this contract.

B. NTEU representatives may use Employer copying facilities in connection with joint labor-management business at no cost.

C. All NTEU Offices will be provided voice mail in those buildings where it is available.

D. NTEU will have access to the electronic mail system for representational purposes. Receipt of e:mail, as verified by return receipt, will be accepted as official communication between the Employer and NTEU. All NTEU users will comply with system usage requirements which the Employer establishes. When requested by the Chapter Presidents, the Employer agrees to furnish each NTEU representative with an address to use for representational communications. Communications from those addresses and chapter computers to other NTEU representative addresses, chapter computers, NTEU National office or bargaining unit employees will be created and maintained by NTEU; unauthorized Employer access to these e:mails is prohibited.

E. Each NTEU Chapter office will be provided a computer and related equipment, including fax, modem, printers, etc., comparable to the best available equipment currently used in Headquarters Labor Relations. Additionally, to the maximum extent allowable by law, both NTEU chapters will be provided access to the same automated information resources purchased and/or utilized by the Headquarters Labor Relations program, including, but not limited to, resources providing legal precedent and case law pertaining to Federal sector labor relations. Such access will not result in additional costs to the Employer.

F. The Employer will maintain a clearly titled and appropriately positioned link from its Internet site (http://www.doe.gov), and from each first tier intranet site, to the NTEU Chapters 213 and 228 web sites, upon request of the Chapters. The Chapters will be responsible for all content presented at their respective web sites. NTEU is bound by the Employer's rules that govern use of these resources.

Section 8.06

NTEU Representatives may use the Employer's internal mail/distribution system to transmit information to specific named individual bargaining unit employees at no cost. Printed informational materials are to be bundled for delivery by organizational code. A mailing sheet, listing name, room number, and mail stop for each bargaining unit employee at that mail stop shall be attached to each bundle of materials.

Section 8.07

On a quarterly basis, NTEU will be furnished, for its internal use only, on IBM compatible personal computer diskettes, a list of bargaining unit positions. This list shall contain the names, series, grades, position titles and organizational locations (i.e., mail route symbols) of all bargaining unit employees, and will indicate which employees have authorized dues withholding.

Section 8.08

NTEU will be provided one copy of all DOE Headquarters publications concerning personnel policies, practices or general conditions of employment.

Section 8.09

A. The Employer will print enough copies of this Agreement to provide one copy to all present and future bargaining unit employees and managers, and 100 copies to NTEU. When requested, this Agreement will be made available on audio-tape, in large print, and in braille.

B. In addition, this Agreement will be posted, in the most economical way possible, on LAN Bulletin Boards maintained by first tier organizations in Headquarters.

Section 8.10

NTEU may have exclusive use of the following bulletin boards to post material:

A. In addition to those now in use, NTEU may have exclusive use of those bulletin boards which it purchases for installation in the Employer's work areas. The Employer will provide for such installation. In the Forrestal Building, NTEU will be provided with keys to half of each locked bulletin board. NTEU will be given exclusive use of the cork side of the bulletin board.

B. There shall be a large bulletin board or other device in each of the satellite office locations where all DOE vacancy announcements and other informational bulletins shall be posted.

Section 8.11

It will not violate this Agreement for NTEU to distribute any material in non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such material are on their own time. Non-work areas are those areas on the Employer's premises where badges need not be displayed according to the security procedures in effect on the date this Agreement becomes effective. Before distributing in areas occupied by commercial enterprises, NTEU must obtain the approval of the lessor or operating agency.

Section 8.12

It will not violate this Agreement or any DOE Headquarters regulation for NTEU to distribute

any material outside the work (i.e., "badge") area.

NTEU may distribute material on the Employer's premises inside the work (i.e., "badge") area, before or after the scheduled work hours, provided:

A. Both the employee distributing and the employee receiving the material are on their own time; and

B. There shall be no more than five (5) such off-duty distributions per calendar year for local Chapter 228 and no more than five (5) such off-duty distributions per calendar year for local Chapter 213.

Section 8.13

The Employer will ensure that NTEU has an opportunity to participate in the annual health fair it holds each year in conjunction with the health benefits open season.

Section 8.14

When NTEU is furnished a room, in accordance with the provisions in Section 8.03 of this article, it may use any audio-visual equipment already in the room or may check out such equipment for use (subject to availability) so long as a qualified operator, on his or her own time, operates the equipment. NTEU shall have access to the Forrestal/Germantown "TV" rooms for one joint meeting per quarter. NTEU is responsible for the safe and competent operation of the Employer's equipment and assumes full liability for any damage incurred to equipment while in its possession.

Section 8.15

The Employer agrees to list the name, office telephone number, and NTEU office telephone number of the presidents, chief stewards, and stewards of NTEU Chapters 213 and 228 in the Employer's telephone directory.

Article 9
Dues Withholding

Section 9.01 - Purpose and Coverage

A. This article is for the purpose of permitting eligible employees, who are members of the National Treasury Employees Union (NTEU), to authorize voluntary allotments from their compensation.

B. This article covers all eligible employees:

1. Who are members in good standing of NTEU;

2. Who have voluntarily completed and submitted Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues (SF-1187); and

3. Who receive net compensation sufficient to cover all or a part of the allotment.

C. The Employer shall automatically withhold, on a bi-weekly basis, the appropriate amount of dues from any bargaining unit employee who has submitted an SF-1187.

D. NTEU will pay no fee for these services.

Section 9.02 - Certification and Remittance Procedures

Certification and remittance procedures shall be as follows:

A. Dues will be remitted to NTEU;

B. Dues tapes will be mailed to the Administrative Controller, National Treasury Employees Union, Suite 600, 901 E Street, NW, Washington, DC 20004; and

C. The NTEU National president or any chapter officer who has submitted proper written notification to the labor relations office is authorized to make the necessary certification of SF-1187.

Section 9.03 - NTEU Responsibilities

NTEU will:

A. Inform and educate its members on the voluntary nature of the system for allotment of NTEU dues, including the conditions under which the allotment may be revoked;

B. Purchase and distribute SF-1187s to its employees. For new employees, NTEU will provide SF-1187s to DOE for inclusion in the orientation package.

C. Inform the Employer in writing of changes in the certification and remittance procedures;

D. Forward properly executed and certified SF-1187s to the employee's servicing payroll office on a timely basis;

E. Forward an employee's revocation (SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the labor relations office when such revocation is submitted to NTEU;

F. Inform in writing, by the NTEU National president, the labor relations office of the name of any participating employee who has been expelled or ceases to be a member in good standing in NTEU within ten (10) days of the date of such final determination;

G. Inform in writing, by the NTEU National president, the labor relations office of any change in the formula, rates, methods, and percentages for its membership dues; and

H. Return magnetic reel tapes and protectors to the Department of Energy as soon as possible.

Section 9.04 - Employer Responsibilities

The Employer is responsible for processing voluntary allotment of dues in accordance with this article. The Employer will:

A. Upon receipt of the properly certified SF-1187, have its

servicing payroll office stamp the date received legibly on the back of all copies;

B. Withhold dues on a bi-weekly basis;

C. Provide bi-weekly, by the Department's pay date, the magnetic Dues Withholding Tape in the format and detail provided for in Section 9.14 A.

D. Discontinue allotments when required by 5 U.S.C. Chapter 71;

E. Through the labor relations office, notify the employee and the NTEU Chapter president when the employee is not eligible for an allotment, along with the reasons for the decision;

F. Withhold new amounts of dues upon certification in writing from the NTEU National president provided the formula, methods, rates, or percentages for withholding has not been changed during the past twelve (12) months;

G. Transmit remittance checks to the allottee designated by NTEU;

H. Transmit magnetic reels to NTEU or its designee;

I. Via the labor relations office, stamp on a properly executed SF-1188 the date received so that the revocation will be effective consistent with provisions outlined in Section 9.10 of this article; and

J. Provide local NTEU chapters with a copy of SF-1188s within 3 working days of receipt.

Section 9.05 - Submission of SF-1187

A properly executed SF-1187 consists of a signed original SF-1187 or a signed facsimile submitted to the servicing payroll office.

Section 9.06 - Overpayment to NTEU

A. Upon determination by the Employer that dues withholding for an employee was not timely terminated and resulted in an overpayment to NTEU the Employer will affect an adjustment to reimburse the employee, consistent with the provisions of Section 9.11.

B. The Employer will forward a bill for dues overpayment, with an accompanying document prescribed by the Debt Collection Act of 1982, to the Administrative Controller, National Treasury Employees Union, 901 E Street, Suite 600, 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 bill will request repayment of the overpayments which 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, penalties and administrative charges, to the extent

required by regulations and law. The bill sent to NTEU will request payment be made payable to "U.S. Department of Energy" and will specify that the payment, and a copy of the bill, be mailed to an address designated on the bill for the U.S. Department of Energy. The right of NTEU to request a waiver of overpayment in accordance with 4 C.F.R. 91 and 92, or to dispute the amount of overpayment, will also be contained in the accompanying document; a copy of the bill and accompanying document will be forwarded to the labor relations office.

C. 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 timely requested by NTEU, the Employer will suspend collection of the amount in question pending adjudication by the Department of Energy in accordance with 4 C.F.R. 91 and 92. The Department will notify the local NTEU chapter of the determination.

Section 9.07 - Waiver of Overpayment

A To be considered timely, a request for waiver of overpayment must be submitted to the Department's Office of Headquarters Accounting Operations by NTEU within ninety (90) calendar days from the date of the bill for dues overpayment.

B. If the bill for dues overpayment is received more than 10 days after the date of the bill, NTEU may request an extension of the waiver deadline date for a period of time equal to the number of days between the time the bill was received and the date of the bill, less 10 days.

Section 9.08 - Denials of Requests for Waiver

Denial by the Department of NTEU requests for waiver of overpayment in Section 9.07 above, will be subject to the institutional grievance procedure in Article 11 of this agreement.

Section 9.09 - Leaving or Changing the Bargaining Unit

A. Request for Transfer Payroll Deductions

1. If an employee moves from a bargaining unit position at one duty station to a bargaining unit position at another duty station, and both bargaining unit positions are represented by NTEU, dues withholding will not be canceled. If the employee desires to transfer dues withholding from one NTEU chapter to another, the employee must submit a "Request for Transfer Payroll Deduction," (Form 1187-T), to the servicing payroll office.

2. The 1187-T shall be processed and effective in accordance with the same procedures as described in Section 9.10, below.

B. Leaving the Bargaining Unit Temporarily.

Employees who leave the bargaining

unit temporarily (for a period in excess of 6 months) will have their withholding suspended and will have the withholding reinstated once they return to the unit.

Section 9.10 - Action and Effective Dates

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

A. The SF-1187 will be entered into the payroll system as soon as practical, but no later than the pay period following receipt of the SF-1187 in the servicing payroll.

B. Changes in the formula for dues withholding will begin the first pay period designated by the NTEU National Office. Changes in rates or percentages will be provided to the Employer a minimum of thirty (30) days prior to the effective date of the change; changes in formula or method of dues withholding will be provided to the Employer a minimum of ninety (90) days prior to the effective date of the change.

C. Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the labor relations office during the month of August each year.

Revocations will become effective during the first full pay period beginning on or after October 1st each year. Revocations may only be effected by submission of a completed SF-1188. For this purpose, "effective date" is defined as the first day of the pay period for which the revised dues applies.

D. Revocation notices for employees who have had dues allotments in effect for less then one (1) year must be submitted to the labor relations office on or before the one (1) year anniversary date of their dues allotment. Revocations may only be effected by submission of a completed SF-1188. The SF-1188 will become effective the first full pay period after the employee's anniversary date. The employee's anniversary date is defined as the first day of the pay period in which dues withholding first takes place.

E. NTEU will receive a copy of all SF-1188s with a legible date stamp.

F. Termination due to loss of membership in good standing will be effective on the beginning of the first pay period after the date of receipt of notification by the labor relations office from the NTEU National president.

G. For termination due to separation or movement out of the bargaining unit, a final deduction will be made for that pay period in which the action is effective.

Section 9.11 - Errors in Withholdings

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

B. When an underpayment to an employee results in an overpayment to NTEU (for example, and the Employer fails to timely terminate dues withholding after receiving a properly submitted employee request), the Employer will refund the payment to the employee in accordance with subsection 9.06 C of this article. However, employees who are assigned to positions out of the bargaining unit and who, due to an error, do not have their dues canceled, will not receive a refund unless they have made a written request to have the deductions canceled. Once such a request is received in the servicing payroll office, any subsequent erroneous deductions will be refunded in accordance with subsection 9.06 C. Erroneous deductions for pay periods prior to the written request will not be refunded.

C. When the Employer fails to commence dues withholding in a timely manner, or otherwise fails to remit dues owed, the Employer 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 an adjustment is made to an employee's salary to recoup dues withholding, the employee will be issued written notification by the Department of Energy of the Employer's intent to offset in accordance with 5 C.F.R. 550 Subpart K.

D. Disputes arising out of dues withholding situations where either the Employer has failed to withhold the appropriate amount of dues from an employee, that is the employee or Employer owes NTEU money; or where the Employer has paid NTEU money collected via an inappropriate dues withholding, shall be resolved in the following manner.

1. On a bi-weekly basis, the Employer will send to NTEU a copy of the Employer's dues withholding tape. This tape should be received by the second (2nd) Thursday after the close of the pay period, that is, pay day. The tape will be presumed received on this date unless NTEU informs the Department's servicing payroll office within three (3) days of payday.

2. On receipt of the tape, NTEU will review the information provided, identifying potential problems. NTEU will then transmit information to its local chapters requesting the local chapters to pursue potential problems with the labor relations offices. Local NTEU chapter officials must review the information provided to them and contact the labor relations office within thirty (30) calendar days of the date on which NTEU received the dues withholding tape from the Employer (that is, payday reference in D.1., above). The only exception provided for not making contact within thirty (30) days, as provided in D.1. above,

is when NTEU has informed the Employer of NTEU not having received the tape.

3. Once contact has been made by the local NTEU chapter official with an employee's labor relations office regarding a specific problem, the employee's labor relations office shall, within ten (10) work days, unless extended by mutual agreement, review the case(s) presented and decide if a problem does in fact exist, and how it may be corrected, for example, dues withholding adjustment. The labor relations office will advise the servicing payroll office and the employee of its determination and provide the local NTEU chapter with information related to the subject problem.

   In instances where it is determined the Employer has failed to withhold the appropriate amount of dues from an employee resulting in an underpayment to NTEU, the Employer 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 request waiver of overpayment. When an adjustment is made to an employee's salary to recoup dues withholding, the employee will be issued written notification by the Department of Energy of the Employer's intent to offset in accordance with 5 C.F.R.550 Subpart K.

   In instances where it is determined the Employer has failed to withhold the appropriate amount of dues from an employee resulting in an overpayment to NTEU, the Employer will effect an adjustment to reimburse the employee within two (2) pay periods of notification from the labor relations office, and bill NTEU for the dues overpayment pursuant to Section 9.06.

4. If the problem is not resolved at the local level in accordance with D..3.

Section 9.12 - Employee Notifications

A. When a dues paying Bargaining Unit employee is permanently placed in a non-bargaining unit position, the employee will be supplied with the following form by the labor relations office:

> "Termination of Dues Withholding"
>
> Regulations governing dues withholding to a labor organization require that dues withholding be canceled whenever an employee is placed in a non-bargaining unit position.
>
> You were recently subject to a reassignment or promotion which will automatically terminate your dues withholding. The final dues withholding will be made for the pay period in which the action is effective.
>
> If you have any questions regarding the termination of your dues withholding, you may wish to contact NTEU Chapter _____. The Civil Service Reform Act of 1978 permits you to continue your membership.

B. When a Bargaining Unit employee is temporarily (in excess of 6 months) placed in a non-bargaining unit position, the employee will be supplied with the following form by the labor relations office:

> "Suspension of Dues Withholding"
>
> Regulations governing dues withholding to a labor organization require that dues withholding be suspended whenever an employee is placed in a non-bargaining unit position. Upon your return to a bargaining unit position, the Employer will automatically reinstate the withholding of NTEU dues.

Section 9.13 - Deductions from Back Pay Awards

In accordance with current regulations and case law, the Employer will deduct NTEU dues from an employee's back pay award for that period in which the employee had an allotment for dues withholding in effect.

Section 9.14 - Bi-Weekly Dues Tapes Information and Format.

A. The file format of the bi-weekly dues withholding tape should be as follows:

Field Name	Begin Position	Field Length	Data Type
SSN	1	9	Numeric
Chapter	10	3	Numeric
First Name	13	10	Alpha
Last Name	23	13	Alpha
Filler	36	2	Alpha (Spaces)
Amount (Ttl)	38	4	* Zone Decimal
WAEID	42	3	Alpha
D Code	45	1	Alpha
Filler	46	14	Alpha (Spaces)
Grade	60	2	Numeric
Step	62	2	Numeric
Pay Plan	64	2	Alpha
Nat'l AMT. D/W	66	4	* Zone Decimal
Chapter AMT. D/W	70	4	* Zone Decimal
Bi-Weekly Base Pay	74	6	* Zone Decimal

* These are not packed decimal numeric fields.

B. A comprehensive list of all the possible dues withholding codes that should be utilized on the Dues Withholding Tape are listed below:

Code	Description
D	Continuing
E	Insufficient Pay
F	New Allotment
G	Revocation
H	Separation (other than retirement)
I	Pay Adjustments (plus amounts only)
J	Movement Out Of Recognition Area
K	Seasonal to Non-Duty Status
L	Temporary Promotion/Reassignment to NBU
M	Reactivate NTEU Dues After Temporary Promotion/Reassignment
N	Seasonal Continues in Non-duty Status
R	Retirement
T	Transfer from One NTEU Chapter to Another NTEU Chapter, Within The Same Agency

Section 9.15 - Discretionary Allotments

Employees may elect as many as five (5) discretionary allotments, (which are not savings allotments) which 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 and other benefits which may be offered by NTEU.

Section 9.16 - Bi-Weekly List of SF-1187s

The Employer shall provide each local chapter with a bi-weekly list of SF-1187s that have been submitted to the servicing payroll office. This list will include the dates the SF-1187s were processed and their expected effective dates.

Article 10
Polygraph

Bargaining unit employees will not be subjected to polygraph testing unless NTEU has been notified and provided an opportunity to bargain prior to implementation.

Article 11
Grievances

Section 11.01

A. A grievance is any complaint by any bargaining unit employee concerning any matter relating to the employment of the employee; by the NTEU concerning any matter relating to the employment of any bargaining unit employee; or by any bargaining unit employee, the NTEU, or the Employer concerning the effect or interpretation, or a claim of breach of this collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. This does not include:

1. Any claimed violation of 5 U.S.C. Chapter 73, Subchapter iii, (relating to prohibited political activities).

2. Retirement, life insurance, or health insurance.

3. A suspension or removal under 5 U.S.C. 7532.

4. Any examination, certification, or appointment.

5. The classification of any position which does not result in the reduction in grade or pay of an employee.

6. Personnel actions resulting from reduction in force.

7. Non-adoption of a suggestion.

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

9. Mid-term performance appraisals, performance counseling sessions, or the issuance of performance improvement plans. Employees maintain their right to respond to such performance appraisals, performance counseling sessions, or performance improvement plans, orally or in writing, as outlined in Articles 16, 17, 18, 45 and any other relevant articles of this agreement.

10. Notices of proposed disciplinary or adverse action. Employees maintain their right to respond to such notices of proposed disciplinary or adverse action, orally or in writing, as outlined in Articles 43 and 44 of this agreement.

Section 11.02

This procedure is the only procedure available to bargaining unit employees for the processing and disposition of grievances described by Section 11.01 of this article.

Section 11.03

Any aggrieved employee affected by discrimination, a removal, or performance-based reduction in grade, or other adverse action, may, at his/her option, raise the matter under a statutory appeal procedure or under this negotiated grievance procedure, but not both. Pursuant to 5 U.S.C. 7121, an employee shall be deemed to have exercised her/his option under this provision in adverse actions when the employee files a timely written notice of appeal or files a timely written grievance under this procedure, whichever occurs first. Pursuant to 29 C.F.R. 1613.219(B), an employee shall be deemed to have exercised his/her option under this provision when the employee files a timely written complaint or files a timely written grievance under this procedure, whichever occurs first. NTEU is not required under statute to represent non-members when they elect to use the statutory appeal process.

Section 11.04

Grievances under the terms of this article may be initiated by bargaining unit employees either singly or jointly or by the NTEU on behalf of an employee or by the NTEU or the Employer on their own behalf. As used in this agreement, the term grievant refers to the aggrieved party, whether a bargaining unit employee, the NTEU, or the Employer.

Section 11.05

The parties recognize the mutual benefits of resolving grievances at the lowest possible administrative level. To that end, employees, the NTEU, and the Employer are encouraged to informally attempt resolution of the matter precipitating the grievance before invoking the procedures of this Article.

Section 11.06

In the event that two or more grieving employees have filed a grievance involving a similar fact pattern and a similar issue, normally the grievances shall be joined and processed as one.

Section 11.07

The following procedural requirements must be met by each grievant, whether a bargaining unit employee, the NTEU, or the Employer, or the grievance will be rejected and not processed:

A. Each grievance must be reduced to writing, signed and delivered to the step one deciding official, who will be at the lowest level of authority appropriate to settle the grievance, and to the DOE Headquarters Labor Relations Services (if the NTEU *or an employee* is grieving), or to the NTEU (if the Employer is grieving) within fifteen (15) workdays of the particular act or occurrence precipitating the grievance or within fifteen (15) workdays after the aggrieved became aware of the particular act or occurrence

precipitating the grievance. For grievances alleging discrimination, the time limits for filing a grievance shall be within forty-five (45) calendar days of the particular act or occurrence or within forty-five (45) calendar days of the grievant becoming aware of the particular act or occurrence.

B. Each grievance must contain a clear and detailed explanation of the complaint, including the article and section of the agreement alleged to have been violated and the specific, personal relief sought by a bargaining unit employee, or institutional relief sought by the NTEU or Employer.

Section 11.08

The time limits delineated in this article may, by mutual agreement of the parties, be extended. Any step of this procedure may be waived by the mutual agreement of the parties. Extensions should be used only under extenuating circumstances, and should be the exception rather than the rule. Any oral agreement will be confirmed in writing by both parties before the time in question expires. Confirmation may include the use of e:mail or fax.

Section 11.09

Grievances filed by bargaining unit employees are processed as follows:

A. Step One

The grievance is reduced to writing as prescribed by Section 11.07 of this article and delivered to the appropriate step one Deciding Official, who must be at the lowest level of authority appropriate to settle the grievance and to the DOE Headquarters Labor Relations Services. The step-one deciding official will consider the matter and will meet with the employee unless the meeting is mutually waived, within five (5) workdays of receipt of the grievance to discuss the grievance. If a meeting is held NTEU or the deciding official may request a mediator. The mediator will be selected by mutual agreement of all parties, and will have control over the conduct of the meeting. A mediator will not be used if either party objects, and may be replaced, if all parties agree.

If a mediator is appointed, and the grievance cannot be resolved in the meeting, the mediator will examine the facts presented, and issue a recommendation to the step-one deciding official and the NTEU representative within 5 workdays of the meeting.

The step-one deciding official will consider the recommendation, and issue a written decision within 5 workdays of receiving this recommendation. This decision must address the points of the grievance, as well as the recommendation. It may grant or deny the requested remedy, accept or reject the recommendation, or propose an alternative remedy.

If a mediator is not appointed, the step one deciding official will give the grievant and NTEU a written decision regarding the grievance within five (5) workdays after the meeting or within ten (10) workdays of receipt of the grievance if no meeting was held.

B. Step Two

Appeals of decisions rendered under the provisions of this article must be submitted in

writing within ten (10) workdays of NTEU's receipt of the step one decision. The appeal must be submitted to the Step-2 deciding official, who must be at a level higher than the Step One deciding official, and to the DOE Headquarters Labor Relations Services. The Step 2 deciding official will consider the matter and review all information contained in the Step 1 and Step 2 grievance submittals, the mediator's recommendation, if applicable, and the Step One decision.

Within 5 workdays of receipt of the Step-2 grievance, the Deciding official will meet with the grievant and NTEU unless the meeting is mutually waived. The Step-2 deciding official shall issue a decision within 10 workdays of receipt of the grievance, or within 5 workdays after the meeting, if one was held. The decision must address the facts presented in both steps, the Step-One decision, and the mediator's recommendation, if applicable.

C. Step Three

Appeals of decisions rendered under the provisions of this article must be submitted in writing within ten (10) workdays of NTEU's receipt of the step two decision. The appeal must be submitted to the Step-3 deciding official, who must be at a level higher than the Step Two deciding official, and to the DOE Headquarters Labor Relations Services. The Step 3 deciding official will consider the matter and review all information contained in all three grievance submittals, the mediator's recommendation, if applicable, and the previous decisions.

Within 10 workdays of receipt of the Step-3 grievance, the Deciding official will meet with the grievant and NTEU unless the meeting is mutually waived. The Step-3 deciding official shall issue a decision within 15 workdays of receipt of the grievance, or within 10 workdays after the meeting, if one was held. The decision must address the facts presented in all steps, the previous decisions, and the mediator's recommendation, if applicable.

D. If the matter is not settled after the third step is completed, the employee has the option of appealing to the Assistant Secretary, or equivalent, with a copy sent to the DOE Headquarters Labor Relations Services. This individual may review the material and/or meet with the parties. After 10 workdays of filing the appeal, NTEU may elect to invoke arbitration as set out in Section 11.12 of this article.

E. Should an employee grievance be settled at any step of this process, the grievant will withdraw the grievance in writing or the parties will reduce the settlement to writing, stating that the matter is closed and sign the settlement. In their consideration of the grievance, the above identified supervisors will confer with whomever they feel might be helpful in resolving or deciding the grievance.

Section 11.10

A. Grievances filed by the NTEU on its own behalf are submitted to the DOE Headquarters Labor Relations Services as prescribed by Section 11.07.A of this article. The HQ Labor Relations Services will consider the matter and will meet with the NTEU, unless the meeting is mutually waived, within five (5) workdays of its receipt of the grievance, to discuss the

grievance. If a meeting is held, the Headquarters Labor Relations Services will determine who will attend the meeting other than a branch representative and a national office representative of the NTEU. The Headquarters Labor Relations Services will give the NTEU a written decision regarding the grievance within three (3) workdays of the meeting or within five (5) workdays of its receipt of the grievance if no meeting is held. Should the grievance be settled during this process, the NTEU will withdraw the grievance in writing or the parties will reduce the settlement to writing, stating that the matter is closed, and sign the settlement. In its consideration of the grievance the Headquarters Labor Relations Services will confer with whomever it feels might be helpful in resolving or deciding the grievance.

B. Grievances filed by the Employer are submitted to the NTEU as prescribed by Section 11.07.A of this article. The NTEU will consider the matter and will meet with the Employer, unless the meeting is mutually waived, within five (5) workdays of its receipt of the grievance, to discuss the grievance. If a meeting is held it will be attended by a representative of the Headquarters Labor Relations Services and a national office representative of the NTEU. The NTEU will give Headquarters Labor Relations Services a written decision regarding the grievance within three (3) workdays of the meeting or within five (5) workdays of its receipt of the grievance if no meeting is held. Should the grievance be settled during the process, the Employer will withdraw the grievance in writing or the parties will reduce the settlement to writing stating that the matter is closed and sign the settlement.

Section 11.11

Any portion of a grievance may be deleted at any time by the grievant. New issues and an appropriate remedy may be added to a grievance by mutual agreement of the parties.

Section 11.12

A final decision rendered in accordance with the provisions of either Section 11.07 or 11.09 of this article which 1) resolves the grievance to the satisfaction of the grievant, or 2) adopts the remedy sought by the grievant as stated in the original grievance submission, may not be appealed to arbitration. All other final grievance decisions may be appealed to arbitration in accordance with the provisions of Article 12 of this agreement. Arbitration must be invoked within fifteen (15) workdays of receipt of a final grievance decision as prescribed by either Section 11.07 or 11.09 of this article.

Section 11.13

Where a question of grievability, or concerning the process (including but not limited to timeliness, or appropriate deciding official) is raised by the Employer or the NTEU during the processing of a grievance under the provisions of either Section 11.07 or 11.09 of this article, the grievance process will be suspended until the grievability question is discussed by the parties. Such discussion will occur within five (5) workdays of the non-grievable assertion unless mutually waived. Questions that cannot be resolved by the parties as to whether a grievance is grievable may be immediately submitted to arbitration to resolve that sole issue by the mutual agreement of the parties. Otherwise, such questions are attached to the grievance and discussed as the grievance is processed. If mutual agreement is reached to

immediately arbitrate a grievability issue, the parties will invoke arbitration in accordance with the provisions of Article 12, Arbitration.

Section 11.14

Failure on the part of a grievant to prosecute a grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the party being grieved against to meet the time limits at any step of the procedure, will permit the grievant to move the grievance to the next step.

Section 11.15

The parties have the obligation to produce all relevant information during the grievance process. Either party may make an informal request for information. Responses including statistical information to such requests will be handled promptly, professionally, and in the spirit of partnership. Where information requests have been filed, grievance time requirements will be held in abeyance pending receipt of a response.

Section 11.16

In any grievance involving a dispute over the interpretation of the Employer's regulations, the Employer will provide all parties with an interpretation of its regulation. This interpretation will not change for the life of this agreement unless required by higher authority. Any such interpretation will be provided to an arbitrator if necessary, under the terms of Article 12.05.

Section 11.17

In any grievance involving a dispute over the interpretation of any other authority's regulations, the parties will request interpretation of such regulation from the proper authority. Any such interpretation will be provided to an arbitrator, if necessary, under the terms of Article 12.05.

Section 11.18

Within 90 days of the effective date of this agreement, the parties will meet to jointly develop an information system to which both parties have access. The data will be used, at least, to evaluate the grievance process, identify trends which would point out potential training needs, and provide both parties with work load information. Data to be tracked will include at a minimum such information as the numbers and types of grievances, and the processing time at each step for each grievance. The parties further agree to jointly publish an annual report of grievance activity.

This article may be reopened for the purpose of making improvements in the grievance process based on information obtained during a one year assessment period any time after the completion of the assessment period. Any request for a reopener will be reduced to writing and delivered to the Headquarters Employee/Labor Relations program if NTEU makes the request, or to both Chapter Presidents and the NTEU National office, if DOE makes the request. If agreed to reopen, either party or both parties may offer changes and/or new language during the open period.

Article 12
Arbitration

Section 12.01

Any grievance processed under the terms of Article 11, Grievances, except a grievance involving the interpretation of DOE Headquarters policy, which is otherwise

appealable to arbitration as defined by Article 11, may be appealed to binding arbitration by either the Employer or NTEU within 15 workdays of the grievant's receipt of a final grievance decision as prescribed by Article 11.

Section 12.02

Where a question of arbitrability is raised by the Employer or NTEU, arbitration of the merits of the grievance may be suspended by mutual agreement until the arbitrability question is resolved through use of the provisions of this article. If the parties decide to separately arbitrate the arbitrability issue, they will jointly invoke arbitration in accordance with the time limits and procedures of this article.

Section 12.03

Arbitration is invoked by either the Employer or NTEU notifying the other party of its desire to appeal a grievance to arbitration by a notice hand-delivered or sent by certified mail, registered mail, or sent by fax. The arbitrator will be whoever follows the individual on the following list who handled the last arbitration hearing: Ira Jaffe, Jerry Ross, Andre McKissick, and Suzanne Butler.

Section 12.04

Management may stay a disciplinary or adverse action on a case-by-case basis. Management will consider such factors as hardship of the action on the employee/grievant, the severity of the alleged discipline, among other things.

Section 12.05

The arbitrator's authority is limited to the issue(s) of the grievance as stated in the original grievance submission and modified later, if at all, by mutual consent of the parties. An issue of grievability or arbitrability referred singly to arbitration will be decided singly by the arbitrator without regard to the merits of the grievance. The arbitrator has no authority to alter, in any way, the terms of this agreement. Further, the arbitrator has no authority to interpret the Employer's regulations. Where such regulations, in the judgement of the arbitrator, bear on a grievance, the arbitrator will notify NTEU that he is seeking such an interpretation. The arbitration process will be suspended until that interpretation is received. The arbitrator is then bound, in his deliberations, by any such interpretation. In any cases involving a dispute over the interpretation of the regulations of any other authority the arbitrator will request interpretation of those regulations from that authority. In such instances the arbitrator will notify the parties that he/she is seeking such an interpretation and the arbitration process will be suspended until that interpretation is received (unless the parties requested and received such an interpretation earlier which has been provided to the arbitrator). The arbitrator is then guided, in his deliberations, by such interpretation.

Section 12.06

Within seven (7) calendar days of invocation, the party invoking arbitration will notify the selected arbitrator of his/her selection in writing and request the arbitrator to designate the hearing date for the earliest possible time. The Employer will make all physical arrangements for the hearing, including obtaining a suitable hearing room on or near as possible to the Employer's premises.

Section 12.07

If both parties agree, the parties will hold a pre-hearing conference to attempt settlement and to

stipulate to as many exhibits, witnesses, facts and issues as possible, as soon as possible, but in no instance later than twenty (20) calendar days after the notice to the arbitrator. At least ten (10) calendar days prior to the hearing date the parties will exchange lists of proposed witnesses. If the parties agree on the witness list they will submit the list to the arbitrator at least seven (7) calendar days prior to the hearing date. If the parties cannot agree on the witness list, the dispute will be referred to the arbitrator at least seven (7) calendar days prior to the hearing date. Expected testimony of the proposed witnesses will accompany the witness list. DOE Headquarters bargaining unit employees participating in the hearing as a grievant or as a witness will be excused from duty, if otherwise in a duty status, to participate in the hearing. One DOE Headquarters bargaining unit employee participating in a hearing as a representative of the grievant may be excused from duty for such participation in accordance with the provisions of Article 7.

Section 12.08

The conduct of the arbitration hearing will be determined solely by the arbitrator, who will have full authority to determine the appropriateness of requested witnesses and to limit testimony of witnesses or the introduction of documents based on issues of relevance, redundancy, or competence. Transcripts will be made of any arbitration hearing upon request of either party. The requesting party will pay the costs. A transcript is mandatory in removal cases, and, in addition, an arbitrator can order that a hearing be transcribed.

Section 12.09

The arbitrator may rely on notes taken at the hearing, any exhibits entered into the record, a transcript if taken, and post-hearing briefs in order to reach a final and binding decision. The arbitrator is authorized to issue a bench decision at the end of the hearing. If he or she does so, it must be followed within fourteen (14) calendar days of the close of record by a written decision. If no bench decision is issued, a written decision must be provided within fourteen (14) days of the close of record. All written decisions should include a finding of facts, and an opinion containing the reasoning and basis for the decision.

Section 12.10

Any fees and expenses of the arbitrator and the hearing, including costs of a mandatory transcript, will be shared equally by the parties.

Section 12.11

Either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority or the appropriate Court of Appeals within thirty (30) calendar days of the award's issuance. The arbitrator's decision will be implemented as soon as practicable but no later than thirty (30) calendar days after receipt unless either party is filing exceptions. If either party does not understand the arbitrator's decision, that party will request clarification of the decision from the arbitrator.

Article 13

Midcontract Negotiations

Section 13.01

The parties may not establish or change any personnel policy, practice, or working conditions which conflict with this agreement except by mutual agreement.

Section 13.02

Where the Employer wishes to change a personnel policy, practice or employment condition not controlled by the terms of this agreement which affect only one NTEU chapter, it will notify the NTEU's chapter president in writing. Where such changes are Headquarters-wide, the Employer will notify both NTEU chapter presidents in writing. Should negotiations take place which affect both chapters, both will be represented if they so desire. This notice will include sufficient information for NTEU to understand the need for and impact of the requested change. NTEU will receive reasonable advance notice before the Employer wishes to implement the requested change. Should negotiations take place regarding a requested change, ground rules shall be established at the time a request is made.

Section 13.03

Mandatory amendments may be required after the effective date of this agreement because of new (or changes to existing) laws, Executive Orders, or regulations of Government-wide authorities. In such an event the parties shall meet as soon as possible after receipt of a written request from either party for the purpose of negotiating those amendments to the agreement required to bring this agreement into conformity with the new laws, Executive Orders, or regulations of Government-wide authorities.

Section 13.04

In the event that the scope of bargaining currently available to the parties is expanded due to changes in the law or higher agency regulations, either party may reopen this agreement by submitting proposals addressing these areas. Such negotiations shall be strictly limited to those areas that the scope of bargaining has specifically broadened.

Section 13.05

To the extent permitted by law, NTEU may initiate mid-term bargaining by submitting to DOE written proposals for changes in conditions of employment.

Article 14
Partnership

Section 14.01

The parties commit to actively pursuing a partnership that will improve the quality of work life for employees, foster a cooperative labor-management relationship which facilitates the timely and efficient resolution of work place issues, and maximizes the participation of employees in achieving the agency's mission. To accomplish these and other mutual objectives, the parties agree to take steps to reinstate the DOE/NTEU Headquarters Partnership Council ("HPC") within 30 days of the effective date of this agreement.

Section 14.02

The parties will use an interest-based bargaining approach to revise the Headquarters Partnership Agreement. In addition to defining the roles and responsibilities of the HPC, the Partnership Agreement will establish a process for pre-decisional involvement, collaborative problem-solving, consensus decision-making, and the negotiation of matters set forth in 5 U.S.C. 7106(b)(1). The Partnership Agreement will also provide third-party mediation-arbitration where DOE and NTEU mutually agree, to resolve any bargaining impasse involving the

substance of a matter contained in 5 U.S.C. 7106(b)(1); however, absent mutual agreement, either party may seek a recommended solution through the use of an advisory arbitration process, the recommendations of which are binding only if accepted by both parties. Notwithstanding the aforementioned understanding on substantive (b)(1) matters, NTEU retains the right to negotiate over the impact and implementation of any action or decision taken by Management which affects the personnel policies, practices, and/or conditions of employment of bargaining unit employees, including matters covered under 5 U.S.C. 7106(b)(1), for which agreement was not reached pursuant to the provisions of the Partnership Agreement. The parties recognize the value of open and honest communications, and the sharing of information at the earliest possible time, and that such principles should be incorporated into appropriate HPC governing documents.

Section 14.03

The parties agree to follow the specific commitments and procedures set out in the existing DOE/NTEU Headquarters Partnership Agreement as currently in effect, and as amended pursuant to this Article. A general review of the Agreement will be undertaken during the initial HPC meeting (and at subsequent meetings, as required) to accomplish necessary modifications to the Partnership Agreement. To assist the parties, ongoing training will be made available for HPC members, which focuses on strategies and behaviors that will improve the labor-management relationship, promote effective communications, and strengthen the partnership. Moreover, all meeting and bargaining sessions will include a mutually-agreed upon facilitator.

Section 14.04

The HPC will determine and provide direction regarding the establishment of other partnership councils within headquarters. Furthermore, where appropriate, the respective chapter presidents, the relevant program office, and Headquarters Labor Relations Services will coordinate efforts to establish first tier partnership agreements within individual program offices.

Article 14.A

Labor Management Committees

A. Both parties agree that the formation of committees dedicated to examining issues related to the workplace and to recommending changes is beneficial to Headquarters as a whole. Accordingly, the parties agree that the following standing committees will be formed:

   Headquarters Health and Safety Committee
   Headquarters Disability Council
   Germantown Grounds Committee
   Forrestal Cafeteria Committee
   Germantown Cafeteria Committee
   Travel Committee
   Succession Planning Committee

   The Committees will meet, formulate, and recommend suggested changes in existing practices and rules that relate to the subject committee. The members of the committee shall have access to Agency information relevant to their duties. New committees will be formed upon mutual agreement on an as-needed basis.

B. NTEU will appoint all bargaining unit employees and may have up to 4 representatives on official time (2 from each

Chapter) on each committee that addresses issues at both locations, and 2 Chapter representatives on official time on committees that address one location. There is no limit to the number of National office representatives that NTEU may have. The Employer will have a number of non-bargaining unit representatives equal to that of NTEU.

C. The committee shall designate a chairperson who shall be nominated from among the committee members and shall be elected by the committee members. Management and non-management members shall alternate in this position. Maximum service time as a chairperson will be 2 years.

D. Meeting announcements, meeting minutes, and activities conducted by the committees will be jointly prepared and publicized electronically or made accessible to all Headquarters employees.

E. Nothing in this Article shall diminish the union's rights, under law and this Agreement, to notice and an opportunity to bargain over changes in conditions of employment.

Article 15
Position Classification

Section 15.01

Employees are encouraged to make any comments or recommendations to their immediate supervisors, or other appropriate management officials, regarding the accuracy of their position descriptions. The Employer agrees to review the presentation and advise the employee of the results of its review. The Employer agrees that position descriptions for each new position will accurately reflect, to the extent feasible, the major duties of the employee filling that position. Position descriptions will be amended when the major duties change. The servicing personnel operations branches are available to advise employees and their immediate supervisors as to the proper format and content of bargaining unit position descriptions.

Section 15.02

NTEU will be notified immediately after an Employer's decision to reorganize any part of the bargaining unit has been made. Such notice will identify significant changes in the duties and responsibilities of employees occupying positions to be affected by the reorganization. The Employer will also inform NTEU when changes in position classification standards result in classification changes.

Section 15.03

Employees assigned to positions will be provided a position description.

Section 15.04

All classification errors will be corrected as soon as possible.

Section 15.05

NTEU will be provided a copy of the DOE Headquarters classification maintenance review schedule and updates as they occur.

Article 16
Acceptable Level of Competence

Section 16.01

Between 75 and 60 calendar days prior to the date that an employee is eligible to receive a within-grade increase, the employee's supervisor will review the employee's performance. If the supervisor concludes that the employee's performance has not been at an acceptable level of competence, the supervisor will provide the employee with a written notice at least sixty (60) calendar days prior to the end of the waiting period which indicates:

A. those aspects of the employee's performance in which the employee is deficient and the extent of such deficiencies;

B. specific instances supporting the deficiencies;

C. a statement of what the employee needs to do to improve performance to an acceptable level of competence, and the type of guidance and review the supervisor will provide;

D. that the employee's within-grade increase may be denied unless sustained improvement to an acceptable level of competence is shown within sixty (60) calendar days. If the Employer fails to give this sixty (60) calendar day advance notice, and the within-grade increase is denied, the Employer will make a determination as to the employee's acceptable level of competence not later than 60 calendar days after the date the written notice is given to the employee.

Section 16.02

If at the end of the waiting period the employee's performance is at an acceptable level of competence, the within-grade increase will be granted and the notice will not be used as the basis for subsequent personnel action. If an employee's performance is not at an acceptable level of competence, the Employer will notify the employee in writing that the within-grade increase will be denied. The notice will include a statement of the following:

A. The employee's performance has been determined not to be at an acceptable level of competence;

B. A comparison of the employee's performance during the 60-day notice period against the performance standards, including specific instances supporting the employee's actual performance;

C. The employee's right to have the decision reconsidered, to whom the request should be made, and the time limit in which the employee may make such a request;

D. That if the supervisor determines that the employee is performing at an acceptable level of competence, the within-grade increase can be approved at any time; and

E. That in any event, a new determination will be made no later that 52 weeks after the date of the original determination.

Section 16.03

When an employee chooses to make an oral presentation in connection with a request for reconsideration, a written summary will be made of the oral presentation and a copy provided to the employee.

Section 16.04

When an employee is denied a within-grade increase by the reconsideration official, the letter

transmitting that official's decision shall include a statement which informs the employee about the right to file a grievance. The fifteen (15) workday time limit on filing a grievance starts to run when the employee receives the notice of negative determination from the reconsideration official. If a grievance is not filed within that period, the employee cannot grieve the denial until and unless a new negative determination is made by the reconsideration official 52 weeks later. The denial letter will also contain a statement at the top of the first page in capital letters: "A COPY OF THIS LETTER MAY, AT YOUR OPTION, BE FURNISHED TO NTEU CHAPTER [213] and [228].

Article 17

Performance Standards

Performance management is the systematic process by which DOE Headquarters involves its employees, as individuals and members of a group, in improving organizational effectiveness in the accomplishment of the mission and goals. Performance management integrates the processes used to

A. communicate and clarify organizational goals to employees;

B. identify individual and, where applicable, team accountability for accomplishing organizational goals;

C. identify and address developmental needs for individuals and, where applicable, teams;

D. assess and improve individual, team, and organizational performance;

E. use appropriate measures of performance as the basis for recognizing and rewarding accomplishments; and

F. use the results of performance appraisals as a basis for appropriate personnel actions.

The Employer and NTEU agree to implement the Headquarters Performance Management System, which includes the following key provisions:

A. Under the Performance Management System, employees will be rated on their elements and standards. An element is a general description of an employee's overall responsibility in a particular area of work. Standards in this system consist of two parts, the specific tasks/expectations and the four Generic Levels of Accomplishment that are expected of an employee under each element. The four Levels of Accomplishment have been developed and are attached in the HQ Performance Management System Implementation Plan. Elements and tasks/expectations are developed by rating officials with input from employees.

B. Prior to the conduct of a reduction in force, all positions within the competitive area shall be assigned to a competitive level. One component of an employee's competitive status shall be based on the following performance-based criteria when calculating the time-in-grade component of the competitive level:

    1. Employees whose summary performance rating is greater than or equal to 3.5 shall receive 20 years credit for the performance period;

    2. Employees whose summary performance rating is greater than 2.7 and less than 3.5 shall

receive 16 years performance credit for the performance period;

3. Employees whose summary performance rating is greater than 1.9 and less than or equal to 2.7 shall receive 12 years performance credit.

C. All performance plans shall have at least one critical and one non-critical element. Performance plans should be comprised of more than two but less than nine total elements.

Section 17.01

Performance standards are established to allow for the periodic appraisal of employee job performance. Employees have the opportunity to participate in the establishment of performance standards, as described below.

Section 17.02

A. Performance elements will be in writing and will be consistent with the actual duties and responsibilities assigned to an employee. Employees will not be rated on elements and standards that are inconsistent with their assigned duties and responsibilities. Elements will be designated in writing as critical or noncritical.

B. Unless an employee is notified otherwise in writing at the beginning of an appraisal period, all critical elements will be deemed to be of equal weight, all noncritical elements will be deemed to be of equal weight, and each critical element will weigh twice as much as each noncritical element.

C. Affected employees will be notified in writing of any changes, additions, or deletions to critical elements, noncritical elements, and performance standards.

The employee will be advised in writing of any change in the employee's elements and standards due a change in duties, or to reassignment of the employee to a new position, or change in the identity of the employee's rating official. If there is a change in the rating official, the employee will have an opportunity to discuss and clarify his/her performance plan with the new rating official.

Section 17.03

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

B. "Performance standard" means a statement of the expectations, tasks or requirements established by management for a critical or non-critical element. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance, but excludes conduct.

C. Employees will have only one rating official, whose signature will be on the performance plan. The employee shall be given written notice upon reassignment of the employee's current rating official.

D. Elements and standards shall be developed within 30 days of the beginning of the

evaluation year or within 30 days of any event that effects a change in the employee's current standards and elements.

E. Standards and elements will be developed in collaboration with the employee, the employee's rating official, and any other management official who assigns work to the employee. After carefully considering the employee's viewpoint and input from other management officials, the rating official will issue the final elements and standards to the employee. The employee will have an opportunity to attach comments to the final written elements and standards as defined by the rating official. This section applies whenever there is a change in the employee's performance elements and standards or when the employee is placed into a new position.

F. Management has determined that work assignments from other management officials will be prioritized by the rating official to ensure that the employee is not being overburdened by multiple tasks.

G. An employee will be given a reasonable amount of administrative leave, up to two (2) hours, to prepare for the discussion on the new standards and elements, and to present written comments concerning his/her Performance Appraisal Plan to the rating official.

Section 17.04

Each employee is entitled to a meeting with his/her rating official not less than once each twelve (12) months for discussion and clarification of his/her Performance Appraisal Plan.

Article 18
Performance Appraisal

Section 18.01

The performance appraisal rating period shall extend twelve months, beginning on October 1 and ending on September 30. Circumstances can exist for which it is not possible to review an employee's performance for the entire twelve month period. Under such circumstances, the employee can be rated for a period of less than twelve months. However, the performance rating period shall be at least ninety days in length.

The Headquarters Performance Management System provides for annual appraisals of employee job performance; encourages employee participation in establishing performance standards; and uses the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

Section 18.02

Employee job performance will be evaluated fairly and objectively.

Section 18.03

Performance shall be assessed solely on accomplishments during the rating period and not on the basis of any prior rating period. Performance shall be monitored throughout the performance period subject to the minimum requirements for performance monitoring and feedback described in the following sections. Feedback is not limited to formal periodic reviews, and is encouraged throughout the rating year.

Section 18.04

A. Employees shall receive at least two progress reviews during the annual performance appraisal year at approximately equal intervals. In a twelve month rating cycle, the periodic progress reviews will normally be completed within two to four weeks after the 4th and the 8th months. In the event that it is necessary to rate the employee for less than six months, the employee shall receive at least one progress review at the mid-point of the rating period.

B. Prior to a progress review, input will be provided to the rating official from all other management officials who have assigned work to the employee during the review period. The progress review rating shall be based on all work assigned by all management officials during the review period, and which is covered by the employee's elements and standards. The employee shall be provided a copy of any written input or feedback.

C. Management has determined that the progress review should be conducted between the rating official and the employee only, but that other parties may attend the progress review if the employee and the rating official have agreed in advance.

D. Employees will be requested to sign the Certification of Progress Review Form indicating that a progress review has occurred. Rating officials will provide a specific numeric assessment for each element of the employee's plan on the Form. These periodic review assessments shall not be averaged at the end of the year to determine the employee's summary performance rating, but are intended to provide clear and specific assessment of the employee's performance during the year. Periodic reviews are not grievable.

Section 18.05

A. Each employee is entitled to a meeting with the rating official for presentation and discussion of the annual performance appraisal. This can be an opportunity to clarify any new performance expectations. Employees may add written comments to the performance appraisal and return it to the rating official within five (5) work days. Such employee comments on the back of the appraisal become a part of the appraisal record. An employee may, upon request, be given a reasonable amount of administrative leave, up to two (2) hours, to prepare written comments.

B. The effective date of the appraisal is the date the appraisal is communicated to the employee by the rating official after having been signed by the reviewing official.

C. A current performance appraisal may be challenged by the employee within fifteen (15) work days of the issuance of a copy of the rating in accordance with the procedures outlined in Article 11, or within fifteen (15) workdays of its use as the basis for a decision on a Performance-Based action against the employee in accordance with Article 45, Section 45.05.A. Any other grievances filed by the same employee during the processing of a performance appraisal grievance which may be affected by the outcome of the performance appraisal grievance will be held in abeyance pending the outcome of the performance appraisal grievance. A successfully challenged appraisal will become the

appraisal of record and the grieved appraisal will be destroyed.

Section 18.06

The employee is encouraged to sign the performance appraisal upon issuance by the rating official. The employee's signature on the appraisal indicates only that the rating has been discussed with the employee, and the employee has reviewed the appraisal. The failure of an employee to sign the appraisal does not affect its validity. If the employee does not sign the official copy of the appraisal within 5 work days of the meeting in which the rating was communicated, the appraisal will be marked to indicate that the employee failed to sign the appraisal.

Section 18.07

A. Written documentation used by the Employer concerning an employee's performance which could have an effect on the employee's performance appraisal should be shown to the employee within one week of its development but must be shown to the employee prior to the issuance of the performance appraisal. Failure to share such information with the employee within one week will not negate the rating, but will be considered by an arbitrator in any subsequent performance appraisal grievance.

B. Employees may, at any time, request and will be provided a copy of any informal documentation regarding their performance during the rating year retained by their supervisors.

C. Management has determined that non-management officials will not participate in the rating process nor will non-management officials provide an advisory rating to the rating official. Any input other than from the rating official considered by the rating official in determining the employee's rating shall be shared with the employee in writing. The employee will have an opportunity to respond to this input before the final rating is determined. Management has also determined that the appraisal shall be conducted between the rating official and the employee only, but other parties may attend the appraisal and provide input if the employee and the rating official have agreed in advance.

D. Employees will receive written advisory ratings from management officials for whom the employee performed tasks for a minimum of 90 days during the evaluation year which were a part of the employee's performance plan. The employee will be provided an opportunity to discuss the advisory rating with the official who provided the rating, and to provide written comments to the rating official and the official who issued the advisory rating. Care shall be taken to assure that this process does not result in an inadvertent change in the HQ Performance Management System.

Section 18.08

A. In the application of standards to individual employees, the Employer agrees to take into account factors such as availability of resources, lack of training, official time spent performing work, such as when on a detail, or frequent, authorized interruptions of normal work duties.

B. Final ratings are to be provided to employees within 45 calendar days of the end of the rating period.

Section 18.09

As outlined in the Headquarters Performance Management System, to determine an employee's final rating (rating of record), each element will be individually rated. That rating will be multiplied by the weight (2 for critical elements, 1 for non-critical elements). The total points for each element will be added together and divided by the total weighted elements. The weighted point average shall be the employee's summary performance rating. The exception to this is if an employee receives a rating of Level 1 on any critical element, the employee's overall performance rating is Level 1.

Section 18.10

Throughout the appraisal period, employees should be advised of their performance on an ongoing basis. Employees are to be notified as soon as possible when a decline in performance or any performance deficiencies are observed. In any action taken in connection with unacceptable performance, the rating official will provide as much guidance and assistance as possible to help improve the employee's performance.

Section 18.11

If, at any time, an employee's performance on any critical element is in danger of falling below a Level 2 rating (i.e., falling to Level 1), the following sequence of events will be initiated:

A. Management has determined that the rating official will advise the employee in a face-to-face meeting of the expected level of performance;

B. The employee shall receive a reasonable opportunity to correct identified deficiencies. If there is a failure by the employee to correct the performance deficiency, then the employee will receive specific written guidance regarding performance improvement.

C. The employee will have the opportunity to respond to the guidance in writing; however, the guidance is not grievable.

D. The employee shall be given a reasonable opportunity to improve performance. An amount of time in which an employee can improve performance shall be sufficient to afford the employee a realistic opportunity to improve performance. These steps will serve as part of the basis for determining that an employee's performance is at Level 1, which will then require that the employee be placed on a Performance Improvement Plan.

Article 19
Merit Promotion

Section 19.01

Personnel actions involving bargaining unit employees and bargaining unit positions which require competition will be taken using merit principles and the provisions of this article and applicable laws, regulations, and DOE orders.

Section 19.02

A. This article applies to the following personnel actions when they involve bargaining unit positions:

1. Permanent promotions, except for those listed in Section 19.02.B;

2. Temporary promotions in excess of thirty (30) calendar days and term promotions;

3. Reinstatement to positions of higher grade or one having greater known promotion potential than the last non-temporary position held except when the employee is being reinstated from the reemployment priority list;

4. Transfer to a higher graded position or to a position with greater known potential than the position currently held;

5. Reassignment or demotion to positions with known promotion potential greater than the employee's current position (except as required by reduction in force regulations);

6. Selection for training required to prepare an employee for promotion (i.e., when eligibility for promotion depends on whether the employee has completed training);

7. Selection for career ladder target positions; and

8. Details of more than thirty (30) consecutive calendar days to higher graded positions or positions with known promotion potential.

B. This article does not apply to the following personnel actions:

1. Re-promotion to the same or a lower grade than one from which an employee was demoted involuntarily and without personal cause. Acceptance of a downgrade in lieu of separation in a reduction in force and a demotion due to a classification error are not voluntary demotions;

2. A position change required by reduction in force regulations;

3. Selection of a candidate from the reemployment priority list even to a position at higher grade than the one held in the competitive service;

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

5. A career promotion when, at an earlier stage, the employee was selected from an OPM register or was selected under competitive promotion procedures for a position intended to prepare the employee for a full performance level position at a higher grade level. The opportunity for further promotion must be made a matter of record and the existence of career ladders must be documented;

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

7. A position change from one position having known promotion potential to another position having no higher potential;

8. A temporary promotion of thirty (30) days or less;

9. A detail of thirty (30) days or less even if to higher graded position or a position with greater known promotion potential;

10. A conversion to permanent promotion or reassignment from temporary promotion or detail if:

    a. the detail or temporary promotion was made initially according to competitive procedures; and

    b. the fact that it might lead to a permanent promotion or reassignment was stated in the vacancy announcement.

11. A career ladder promotion following noncompetitive conversion of a Student Career Experience Program student in accordance with Federal regulations; and

12. Promotion of a candidate not given proper consideration in a previous competitive promotion action, and therefore entitled to priority consideration. This will be given one time to a position at the same grade level and with equivalent promotion potential to the position for which the employee was improperly considered.

Section 19.03

A. In its search for qualified applicants for bargaining unit positions, the initial area of consideration will be DOE Headquarters-wide (to include Headquarters employees duty stationed in the field) except in those circumstances described elsewhere in this section.

B. The initial area of consideration may be expanded beyond A, if a position with the same grade, series, major duties and basic qualifications was filled within the past 12 months and the promotion file indicates that the area of consideration was expanded and 3 or fewer bargaining unit employees were on the best qualified list. In this situation, prior to the vacancy being announced, the Employer will notify NTEU and share the prior vacancy announcement and best qualified list without names, but with bargaining unit status indicated.

C. For those positions where people in protected classes are under-represented, and the initial area of consideration is not likely to include candidates from the under-represented group(s), the area of search may be expanded as necessary for any given vacancy, in accordance with sections D and E below.

D. If necessary, the area of consideration will be expanded as follows:

    1. Commuting area (status candidates only);

    2. DOE nationwide;

    3. Nationwide (status candidates only).

E. NTEU will consider waivers to initial areas of consideration with appropriate justification. Requests will be made to the Presidents of both NTEU chapters or their

designee(s) via e:mail. Both NTEU chapters will respond within 2 working days. Non-response will be deemed a denial of the request.

F. Candidates identified through the process provided for in this section must receive first consideration.

Section 19.04

A. The Employer will post a vacancy announcement for all vacancies that must be filled in accordance with the procedures of this article. The announcement will be posted on appropriate bulletin boards and circulated through the work areas of bargaining unit employees for a minimum of ten (10) working days, and will remain open for this period. The Department will also post announcements via electronic media.

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

1. announcement number;

2. opening and closing dates (if open, the announcement will so indicate);

3. position title, series, grade;

4. organization location and duty station;

5. known noncompetitive promotion potential;

6. area of consideration and whether applications will be accepted from outside the area of consideration;

7. principal duties, including the amount of travel;

8. qualification standards and any selective placement factors;

9. evaluation methods and ranking factors;

10. procedures for applying;

11. statement of equal employment opportunity; and

12. number of positions expected to be filled, or a statement may be added to the effect that if an additional position in the same grade, series, major duties and basic qualifications opens up within 90 days of the issuance of the original selection certificate, more than one selection may be made from that selection certificate.

C. One copy of each vacancy announcement will be provided to each NTEU Chapter president.

D. If a vacancy announcement is canceled and/or re-advertised, the reason for the cancellation and/or re-advertisement shall be noted on the selection certificate and/or made a part of the merit promotion file. Additionally, NTEU and all applicants for such a position will be notified of the cancellation/re-advertisement, and of the reason.

Section 19.05

A. Any candidate who wishes to be considered for an announced vacancy must personally apply by submitting an application. No

automatic consideration will be granted. A separate application for each vacancy announcement must be received in the servicing personnel operations branch, or postmarked on or before the announcement's closing date. Should the agency develop an electronic receipt process for employment applications, the parties agree to re-visit the issue of receipt by postmark date.

B. DOE Headquarters employees on authorized leave, or temporarily absent for any other reason, who wish to be considered for vacancies during their absences may submit applications to the servicing personnel operations office prior to leaving, for each type of position and grade level for which consideration is desired. Absent DOE employees may also have other employees or supervisors submit applications for them at appropriate times.

Section 19.06

A. Candidates shall be screened against the appropriate qualifications standard, as prescribed in the OPM Qualifications Standards [formerly , X-118], and against any applicable selective placement factors. A selective placement factor is a knowledge, skill, or ability that is essential to the satisfactory performance of the position, which is not included in the OPM standard, and which cannot be acquired on the job within a reasonable period of time. In such cases, they will constitute a part of the minimum requirements of the position and the required narrative justification will be made available to NTEU upon request. The Employer will apply minimum qualification requirements in a fair and equitable manner. When the employees do not meet the minimum qualification requirements, the Employer will notify them of this as soon as possible.

B. The list of applicants meeting the minimum qualification requirements who must compete for the vacancy will be submitted to a ranking panel or a ranking official unless there are three (3) or fewer such applicants on the list.

Section 19.07

For vacancies covered by this article, candidates will submit their current performance appraisal.

Section 19.08

A ranking panel will be used in all promotion or placement actions covered by this article; however, for positions GS-7 and below, the Employer may use a ranking official. Panel members will be selected by the Employer. The panel will consist of at least three (3) members, two of whom should be specialists in the subject matter of the vacant position. A subject matter specialist must be at the same or a higher grade than the vacant position.

DOE will maintain an inventory of subject matter experts stationed at DOE Headquarters from which to draw members for the panel. Panel members generally will be drawn from outside the hiring organization unless the only appropriate subject matter experts are within the hiring organization.

Section 19.09

A. Ranking panels, or ranking officials, when used, will evaluate all job-related information

available in the file. This information shall include the application or resume, Supervisory Appraisal of Potential (See Appendix C), current performance appraisal, and any other relevant documents submitted by the employee, including any awards they have received. This review will be done to determine the best qualified candidates.

B. The ranking panel or ranking official, when used, will evaluate eligible candidates by applying the criteria of the established ranking factors to the vacant position. These ranking factors are the knowledge, skills, abilities, and worker characteristics which, if possessed by a candidate, will indicate relative potential to perform the duties of the position. Normally, these factors will reflect those items identified as job elements in the performance plan for the announced vacancy. Each factor will be written in a separate and individual manner and described in three to five degrees. The point score for 5 degrees is as follows.

If the applicant is:

1. exceptionally knowledgeable and skillful and consistently superior in demonstrated performance - 4 points;

2. consistently satisfactory, frequently exceeding normal expectations in demonstrated experience or potentially satisfactory - 3 points;

3. barely acceptable in demonstrated knowledge and skills or potentially satisfactory - 2 points;

4. unacceptable in demonstrated knowledge and skills but potentially barely acceptable - 1 point; or

5. unacceptable even potentially - 0 points.

For more complete information on how to describe qualifications, candidates should see the guidance on how applications are ranked and rated in the Headquarters Merit Promotion Plan on the MA Home Page.

Ranking factors identified as most essential to the performance of the announced vacancy may be given more weight than others.

The developed factors and weights for that particular bargaining unit position will then be used to fill each succeeding vacancy in that position during the life of this agreement assuming the position description does not change and the factors and weights are accurate. Should the factors and weights change, NTEU will be promptly notified.

C. Each panel member will individually rate each candidate as to the candidate's ability to perform each ranking factor. Panel members' scores will then be added for each element and the element totals added for the total element score. These scores are then totaled for each candidate, rendering the candidate's total score.

Panel members will be given written instruction regarding the procedures for evaluating eligible candidates to determine best qualified, and will be informed that data generated during the panel process is subject to release to the Union at the request of an applicant in conjunction with a grievance, pursuant to 5 U.S.C. 7114(b)(4) and this agreement. Panel members will not be the selecting official or supervisor of the position that is the subject of the panel; they will not

be a relative, by blood or marriage, of any candidate; they will not possess any knowledge of the applicants that would affect their ability to give a fair and objective appraisal; and they will not discuss panel deliberations outside of the panel room. It is acknowledged that the Headquarters servicing personnel office requires that panel members sign a verification of the above conditions.

D. Those five (5) employees with the five highest scores among all eligible candidates will be put on the best qualified list in alphabetical order and forwarded to the selecting official for selection consideration. Up to ten candidates may be identified if the point differential between those candidates is no more than two (2) points. If tie scores force the identification of more than ten (10) candidates, the total number will be reduced to ten on the basis of service computation date, with those employees with the least service being eliminated first.

Section 19.10

A. The selecting official will make a decision to select or not select within thirty (30) working days of receiving the best qualified list. Selection certificates automatically expire 30 calendar days after issuance. The selecting official may request an extension for an additional 30 calendar days. In unusual cases, a second 30-day extension for a maximum time limit of 90 days from the initial date of issuance may be approved by the servicing personnel office. Prior to any extension, NTEU will be provided notification of requests for such extensions, to include the justification for making the request.

B. The selecting official, in reaching a decision to select one of the candidates, will objectively review the merits of each candidate.

C. After a selection has been made, all applicants will be notified of their specific status in the ranking and the name of the selectee will be made available upon request.

Section 19.11

Normally, an employee who has been selected for a promotion will have the promotion become effective no later than one complete pay period following the selection or the date the position is vacated if the selection was made in advance of the position being available. Positions will not be canceled or readvertised after an employee has been offered a position absent some factor beyond the Employer's control, e.g., a Congressional budget decision. Upon request, the factor and any supporting documentation will be shared with NTEU.

Section 19.12

Employees identified by the Employer as ineligible for a vacancy are entitled to career guidance from the servicing personnel operations office upon request. This guidance will contain, at a minimum, a description of the minimum qualification requirements for the positions which the employee desires and a discussion of the employee's qualifications as they relate to higher level positions the employee could reasonably be expected to fill within the next year. Furthermore, upon written request to the servicing personnel operations office, an employee applicant will be provided the following information about a position announced under this article if the employee had applied in a timely manner:

A. whether legally eligible and, if not, the specific reasons why not;

B the name of the selectee; and

C. whether he/she was among the group referred to the selecting official.

Applicants may review the Supervisory Appraisal of Potential and Performance Appraisal relied upon in the selection process.

Employees are encouraged to discuss their immediate and long range goals with their immediate supervisors. Supervisors will identify areas in which employees should improve in order to increase their chances for promotion.

Section 19.13

A. Employees may be entitled to retroactive pay in connection with improper personnel actions in accordance with applicable laws and government-wide regulations.

B. If, as the result of a grievance being filed under this agreement, either the parties agree or an arbitrator decides that an employee was not awarded proper consideration in a previous competitive action, then corrective action will be taken in accordance with the following principles:

1. If the employee was erroneously omitted from the best qualified list, the employee will receive priority consideration for the next appropriate vacancy for which the employee is qualified. An appropriate vacancy is one at the same grade level, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee received improper consideration. Priority consideration involves, in addition to the above, the submission of the employee's name alone on a certificate before the selecting official reviews the qualifications of all other competitive candidates.

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

C. As stated in Section 19.02.B.1, employees who are demoted involuntarily and without personal cause, either because of a reduction in force or a reclassification, may be re-promoted non-competitively. In addition, they will be given priority consideration for positions for which they are qualified under the same procedures set forth in Section 19.13.B above for employees not given proper consideration in a previous competitive action.

Section 19.14

Prior to the date an employee in a position with noncompetitive promotion potential to the full performance level is eligible for promotion to a higher grade level, the employee's performance will be reviewed by the supervisor to determine whether the employee has demonstrated the potential to perform at the next higher grade level. Employees certified as capable of satisfactorily performing at the next higher grade level will be promoted effective the first pay period after having met the minimum time-in-grade requirements, if there is higher-graded-work to be performed.

Section 19.15

If an employee is promoted and subsequently within a year is demoted for inability to perform at a higher level, the Employer agrees to make reasonable efforts to return the employee to the same position from which promoted or a like position as soon as is practicable.

Section 19.16

An employee's accumulation or balance of annual or sick leave may not be considered by a promotion panel or selecting official as the basis of selection or non-selection, except insofar as continued use of sick leave may reasonably be expected to have an effect on the employee's ability to perform the job filled.

Section 19.17

The Employer will maintain promotion and selection files for two (2) years in accordance with DOE Order 3335.1C and Office of Personnel Management regulations. (http://www.explorer.doe.gov:1776/cgi-bin/w3vdkhgw?qryGAB00sHqM;doe-703)

Section 19.18

In the processing of grievances related to actions taken under the terms of this article, the grieving employee or the area steward will, upon request, be furnished sanitized copies of any pertinent evaluative material used by the ranking panel, immediate supervisor, or selecting official in assessing the qualifications of the eligible candidates in regard to a grieved promotion action.

Section 19.19

Prior to selection for promotion, an employee's security clearance will not be a factor in determining the employee's eligibility for promotion unless there is good reason to believe that the clearance will not be granted or there would be too great a delay in processing the clearance.

Article 20

Details and Temporary Promotions

Section 20.01

For the purposes of this article, a detail is a temporary assignment for a specific period of time of a bargaining unit employee to a set of duties and responsibilities, within the bargaining unit, different from the ones permanently assigned. A detail may be at an equal, higher or lower grade level than the employee's permanent position. (There will be no adverse impact on an employee who is detailed to a lower grade.) Upon completion of the detail, the employee returns to his/her permanent position.

Details of more than thirty (30) days are documented on a Standard Form 52, Request for a Personnel Action. Employees to be detailed are to be given as much notice of details as possible, including any changes in performance expectations, awards criteria, pay levels, length of the detail, reporting structure, etc., as well as a copy of any documentation relevant to the detail. If a detail is extended beyond its original length, such an extension will be documented. In making details the parties will be mindful of their obligations under Article 37.02 F and J.

Section 20.02

An employee who is assigned to a higher graded position for more than one pay period will be temporarily promoted instead of detailed if the employee is otherwise eligible for the promotion. Details to higher graded positions or positions with known promotion potential, and temporary

promotions longer than thirty (30) days are filled through the competitive procedures of Article 19, Merit Promotion, and the DOE Headquarters merit promotion plan.

Section 20.03

When an employee is detailed to a higher graded position for more than thirty (30) calendar days, but is not eligible for a temporary promotion, the employee's performance in the higher graded position may be cause for an award nomination. Supervisors are encouraged to give this serious consideration. Details under these circumstances will not exceed 120 days. Such details will not be abused, and will not be made for the purpose of avoiding appropriate compensation or competitive procedures.

Section 20.04

The Employer is responsible for determining which employees will be detailed to lower-graded positions. However, if management determines that the detail could be performed just as well by one or more employees, the employee from that group who wishes to do the work and who has the most Federal service will be detailed. If no employee in that group wants the detail, the employee with the least Federal service will be detailed. There will be no adverse impact on an employee who is detailed to a lower grade.

Section 20.05

The Employer shall serve each NTEU chapter president with notification of any details to unclassified sets of duties which are extended beyond 120 days.

Article 21
Reassignments

Section 21.01

A. Employees may request to be reassigned or not to be reassigned at any time. The Employer is obligated to consider such requests, but is under no obligation to grant such a request.

B. When an employee can demonstrate a significant hardship exists which would be relieved by a reassignment to a vacant position for which he/she is qualified and management chooses to fill, the employee will be reassigned unless management presents just cause to preclude the reassignment, e.g., a less than fully satisfactory performance appraisal, or substantial workload disruption. The current and future positions must be in the same series, grade, title, and have interchangeable duties.

C. When an employee can demonstrate a significant hardship exists which would be relieved by a reassignment, he/she may exchange positions with another employee who agrees to the exchange so long as they occupy interchangeable positions (same series, title, grade and duties) and management does not present just cause to preclude the reassignment, e.g., a less than fully satisfactory performance appraisal, or substantial workload disruption.

Section 21.02

An employee who is going to be reassigned will be given as much advance notice as possible.

Section 21.03

The Employer agrees that where an employee has been reassigned due to the abolition of the employee's position, the employee will be given priority consideration for that position (same location, if possible) upon request should the Employer reestablish that position within one year. When a position is to be reestablished, affected employees will be given reasonable advance notice.

Article 22
Reduction in Force

The Parties recognize that a Reduction in Force is highly disruptive to managers and employees alike and they are committed to working in good faith collaboration to aggressively mitigate the need for or the severity of a RIF. Consistent with this commitment, a union-management committee will begin meeting as soon as the agency anticipates that there may be a need for a RIF, e.g., if it appears that a Congressional subcommittee proposes budget cuts that could result in a RIF. The union-management committee will consider the missions and functions of positions, and will consider discretionary managerial and budgetary mechanisms immediately available to relieve funding shortfalls and employee reductions. The committee will include agency representatives that have the authority to make decisions that could mitigate the need for or the severity of the potential RIF such as facilitating the placement of employees outside of the affected organization, and make final RIF decisions. The committee would be the primary vehicle used to monitor the RIF.

Section 22.01

A. The Employer agrees to notify the NTEU of any reduction in force (RIF) as far in advance as possible and before notification of affected employees, and will furnish information about potential RIFs as soon as information is available, even if the information is not finalized. Such information shall include the reason for the RIF, the proposed effective date, the particular competitive area initially affected, initial competitive level definitions, the criteria used to identify the positions to be abolished, vacancies filled during the process, the retention registers involved, including a master retention list, and the list of abolished positions. Management will continue to provide information to the Union throughout the RIF process as it is developed and revised.

B. Likewise, the Employer will make all reasonable efforts to keep employees in a competitive area anticipating RIF generally informed of all relevant developments and decisions, including at a minimum a written announcement by the Head of the Headquarters Element, or designee, of the need for and decision to begin formal RIF planning and at least one informational briefing.

Section 22.02

Upon request by the NTEU, the Employer will provide a briefing on the conduct of the RIF.

Section 22.03

NTEU representatives will receive a reasonable amount of official time to participate in any meetings, briefings or negotiations with the Employer which may result due to an anticipated RIF.

Section 22.04

Any RIF will be carried out in accordance with law, regulations, DOE Order 3300.3, (http://www.explorer.doe.gov:1776/cgi-bin/w3vdkhgw?qryGAB00sHqM;doe-696) and this article.

Section 22.05

The Employer and NTEU will aggressively use all practicable options and measures to minimize the adverse impact of any reduction in force; for example, the use of attrition or requests for buyout and early retirement opportunities pursuant to 5 U.S.C. 8336, aggressive placement assistance throughout Headquarters, and in other agencies, freezes on outside hiring, retraining, and significant cost cutting (e.g., travel, performance awards and furloughs). Whenever feasible, vacancies will not be filled from outside the affected organization if employees facing separation are qualified and available for the vacancies.

Section 22.06

The Employer will provide NTEU and employees who are issued certificates of expected separation, or specific RIF notices, with information concerning the full array of entitlements and benefits that accrue to employees under law, regulation, and this article, including information on retirement options, severance pay, appeal rights, priority selection and repromotion, etc.

Section 22.07

Prior to the conduct of a reduction in force, all positions within the competitive area must be assigned to a competitive level.

Section 22.08

A. The Employer will advise employees in a competitive area in which a RIF is anticipated that they should avail themselves of the opportunity to review their Official Personnel Folder to ensure the accuracy and completeness of the information contained therein. A reasonable amount of official time will be provided for this purpose. The Employer will ensure that the opportunity to review retention data will occur before assignment rights are determined and specific notices are issued.

B. Employees may also have a reasonable amount of official time to review documents related to their reduction in force action. Employees who have been issued a specific reduction in force notice, and their designated representative, are entitled to review any completed records used by the agency in a reduction in force action that has been, or will be taken, against the employee including:

1. the complete retention register information with the released employee's name and other relevant retention information (including the names of all other employees listed on that register, their individual service computation dates and their adjusted service computation dates) so that the employee may consider how the agency constructed the competitive level, and how the agency determined the relative retention standing of the competing employees; and

2. the complete retention register for other positions that could affect the composition of the employee's

competitive level, and/or the determination of the employee's assignment rights (e.g., registers to which the released employee may have potential assignment rights under Sec. 351.701(b) and (c) of the RIF regulations).

Section 22.09

A. The Employer will provide NTEU with two copies of the retention register used in determining assignment rights prior to the issuance of specific RIF notices. The Employer will provide NTEU with updated information concerning the RIF (such as additional positions affected, revised effective dates, and, should they be employed, the results of a all trial runs (i.e., "mock RIF" data) through the respective union-management committee, as soon as such information is available.

B. Subsequent to providing NTEU with copies, yet before issuance of specific notices, the Employer shall make the retention register available for visual inspection by employees in a competitive area in which a RIF has been announced.

C. To the extent that this information is available, the Employer shall provide NTEU with timely data that shows the numbers of employees in certain protected classes who are issued certificates of expected separation and specific RIF notices. Specifically, this data will show the numbers employees by race, national origin, gender, disability status, and age (40 and older).

   NTEU will have up to five work days after receiving this data to submit ideas to the Employer on minimizing the potential adverse impact of a proposed RIF on protected classes of employees. At the completion of a RIF, the Employer will provide NTEU with a report on the numbers of employees in protected classes who were affected.

Section 22.10

When two or more employees are tied in retention standing, i.e., two employees in the same subgroup have the same service computation date, and one or more but not all tied employees must be released from the competitive level, the Employer shall break the tie on the basis of:

A. length of DOE service, and if a tie remains;

B. time within grade, and if a tie remains;

C. by lottery.

Section 22.11

An employee will be given five (5) calendar days in which to accept or reject an assignment offer made pursuant to this section.

Section 22.12

A. Employees identified as being affected by a reduction in force shall be provided written notice between ninety (90) and sixty (60) calendar days before the effective date of a reduction in force action. When circumstances not reasonably foreseeable necessitate that the Employer request approval from OPM to shorten the notice period, the Employer will consult with NTEU about the circumstances. In no case shall a notice be issued less than 30 full calendar days prior to the proposed effective date.

B Employees affected by reduction in force shall have the opportunity to meet with an Office of Personnel representative, to discuss the action and the information related to the employee's RIF action.

Section 22.13

A. The Employer shall provide surplus and displaced employees the full range of career transition assistance services mandated by OPM's Career Transition Assistance Plan regulations and applicable Departmental directives on Priority Placement and Career Transition Assistance.

B. The Employer shall provide employees who are downgraded in RIF with the full range of priority consideration provided under applicable Departmental directives.

C. The Employer shall provide employees with specific notices of separation and former Headquarters employees who were separated through RIF procedures the full measure of priority reemployment services afforded by OPM's regulations and applicable Departmental directives.

Section 22.14

In order to assist employees separated in a RIF action to obtain other employment, the Employer has established Career Management Resource Centers (http://www.hr.doe.gov/pers/cmrc.htm) in both the Forrestal and Germantown facilities. These centers provide employees with a full range of outplacement assistance and services. Among the services provided by the centers are:

A. assistance in computer-assisted resume preparation and workshops on interviewing skills;

B. vacancy announcement listings and computer-assisted job search services;

C. registration services with Department of Labor's Dislocated Worker Program under the Job Training Partnership Act;

D. workshops on transitioning to the private sector.

In addition to the services provided by the CMRC, employees will be provided Employee Assistance Program (EAP) (http://vm1.hqadmin.doe.gov/elr/eap.htm) counseling services and private referrals, and individual retirement counseling.

Under the Department's Career Transition Assistance Plan, surplus and displaced employees are allowed a minimum of 40 hours of excused absence to use the facilities and services provided by the centers, and to conduct job interviews. Each employee separated through RIF procedures will be permitted access to the centers for career counseling and EAP counseling for a minimum of 90 days following

their separations. Separated employees can avail themselves of various other self-help transition services provided by the centers for a minimum of a year following their separations.

Section 22.15

This agreement does not affect the entitlement of employees to file appeals contesting reduction in force actions to the Merit Systems Protection Board.

Section 22.16

An employee who is downgraded as a result of a reduction in force action and who is otherwise eligible, shall receive grade and pay retention benefits in accordance with 5 U.S.C. 5362 and 5363, and applicable regulations.

Section 22.17

The Employer will provide the NTEU with a report on each RIF as soon as practicable following the effective date of a RIF with the following information (electronically, if available):

A. Name, series and grade of employees reassigned;

B. Name, series and grade of employees downgraded;

C. Name, series and grade of employees separated;

D. A list of all vacancies filled during a RIF;

E. The information in A through D will also be provided by race, national origin, gender, disability status, and age to the extent that information is available.

Six months after a RIF, the Employer will provide the NTEU with a report containing the numbers of employees rehired and their job series.

Section 22.18

The parties agree to bargain over competitive areas for reductions in force to the extent allowable by law, in accordance with the provisions of Article 13. If the Employer decides to change competitive areas, it will notify the NTEU and honor all of its bargaining obligations before the change is effected.

Section 22.19

Nothing in the Agreement shall be construed to limit NTEU's right to bargain over any and all negotiable issues relating to a RIF that are not expressly addressed in this Article.

Article 23
Training and Development

Section 23.01

Job related training and development of employees is a matter of significant importance to fulfilling the mission of the Department. Appropriate training and career development of employees, as determined necessary by the Employer and as funds permit, will continue to be provided insofar as they foster effective and efficient operations. Employees are encouraged to discuss any training they feel is appropriate with their immediate supervisors. The DOE Headquarters Training Office is available to advise employees and their supervisors regarding available bargaining unit training courses.

Section 23.02

The DOE Headquarters Training Office maintains current lists of all available Government and non-Government training opportunities (for example, educational programs provided by the Office of Personnel Management and the Department of Agriculture). A list of available training opportunities will continue to be distributed annually throughout DOE Headquarters. Each NTEU steward will be provided a current copy of this list. Employees are encouraged to review these lists and apply for training opportunities they feel will aid in their self-development.

Section 23.03

Employee requests to attend training courses at DOE Headquarters facilities during duty hours will be considered and approved in accordance with applicable regulations. Employees may obtain copies of these regulations from their servicing personnel operations branch.

Section 23.04

Employees who have obtained necessary approval from the Employer for training courses outside DOE Headquarters facilities, will be reimbursed authorized expenses in accordance with applicable regulations. Employees may obtain copies of these regulations from the DOE Headquarters Training Office.

Section 23.05

Employees who take preparatory courses which are approved by their supervisors for job-related professional certification or licensing will be reimbursed for any related expenses subject to the availability of funds.

Section 23.06

When training is required for promotion, selection for the training must be made in accordance with the competitive procedures outlined in Article 19, Merit Promotion, and the DOE Headquarters merit promotion plan.

Section 23.07

A. Opportunities for participation in training courses will be equitably distributed among eligible employees. Generally, when the Employer is unable to accommodate all applicants for available training courses approved or established by the Employer, and financed in whole or in part by the Employer, available slots will be prioritized according to the annual individual skills needs assessment. Exceptions to this rule will be discussed with NTEU (these may include but are not limited to such training as that required under Performance Improvement Plans or to accommodate a qualified handicapped employee, or as part of rotational internship programs or needed training in new and developing technologies).

B. Each employee will receive a copy of the written annual skills needs assessments performed by his/her supervisor, during their performance appraisal discussion.

C. Applications not accommodated will be given priority consideration if/when the same course is repeated.

Section 23.08

Employees who are, under applicable law or regulation, required to attend continuing education courses in order to maintain certification or license to practice shall be reimbursed for the cost of such courses if:

A. the courses are directly related to the performance by the employees of their official government duties; and

B. the courses meet the other specifications enumerated in of the Government Employees Training Act.

C. training funds for such course work are available.

Section 23.09

The Employer will distribute schedules and detailed descriptions of upcoming training opportunities to all employees on a quarterly basis and well in advance of the scheduled training. The Employer agrees to provide for job-related training and career development programs which make mentoring and developmental details or training assignments available to Headquarters employees.

Section 23.10

The Employer will offer a Learning Resource Center in the Germantown facility as well as that in the Forrestal Building.

Article 24
Overtime and Compensatory Time

Section 24.01

Overtime is defined as (a) time worked in excess of eighty (80) hours in an administrative pay period (b) time worked in excess of eight (8) hours (or 9 or 10 hours where 5/4-9 or 4-10 AWS is applicable) in a workday, (c) time worked on a non-work-day, (except for permanent part-time employees), (d) time worked outside of regular hours on a workday. Nothing contained herein shall be construed to require overtime compensation under more than one of the foregoing definitions for a single period of overtime.

Section 24.02

Opportunity for overtime work assignments shall be distributed among the qualified employees in the same classification and assigned to the same duty station as equitably as is practicable.

Suitable records of overtime worked and declined will be maintained by the Employer to assure that each employee received substantially the same consideration. Such records may be reviewed, upon request, by the designated NTEU representative. For the purpose of this record keeping, if the Employer offers an employee overtime, but it is declined, the overtime declined will be counted, hour for hour, as overtime worked. For the purpose of this record keeping, if the Employer offers an employee overtime, and the employee accepts the overtime, the overtime assignments accepted but not worked, without good and sufficient reason, shall be counted, 2 hours for each hour, as overtime worked.

Section 24.03

Extended or regular overtime assignments are not appropriate to permanently correct staffing imbalances.

Section 24.04

A. When the Employer requires employees to work overtime assignments, the Employer will provide as much advance notice to the affected employees as possible.

B. The Employer is responsible for determining which employees will work overtime assignments. However, if management determines that the overtime assignment could

be performed just as well by one or more employees, the employee from that group who wishes to do the work and who has the most Federal service will be given the assignment. These provisions will not apply when overtime assignments are frequent. In that case, the assignments will be rotated among the interested employees in the group, or if no one is interested, among all the employees in the group.

Section 24.05

Employees shall earn compensatory time in accordance with applicable rules and regulations. (The Employer will make these regulations available for employee review at its Headquarters servicing personnel operations branch offices.) Employees are limited to carrying over 80 hours of compensatory time from one pay-period to another, except when an exigency is declared by the Employer.

Section 24.06

Employees may elect either to be paid for irregular overtime worked or to be granted compensatory time off in lieu of overtime pay, unless they must be paid under FLSA. When the employee's annual and compensatory time leave balance would create a leave scheduling problem, the employee will be paid for the overtime and not given a choice to elect compensatory time.

Section 24.07

Compensatory time earned will be equal to the time spent in overtime work on an hour-for-hour basis. Compensatory time must be used before annual leave. Employees and supervisors will make every effort to ensure that accrued compensatory time is used within 26 pay periods of date earned. However, compensatory time earned, requested and not granted within 26 pay periods of the pay period in which overtime was worked shall be paid as overtime.

Article 25
Alternative Work Schedule

Pursuant to the Federal Employees Flexible and Compressed Work Schedules Act of 1982, Public Law 97-221, the following alternative work schedules are available to bargaining unit employees under the provisions cited.

Section 25.01

A. The 5-4/9 and 4/10 alternative work schedule will be used only when consistent with Federal, State and local laws and all government-wide rules and regulations.

B. All provisions of this Article shall be administered by the parties consistent with the provisions of P.L. 97-221 and all other applicable laws, rules, and regulations.

C. The availability of the 5-4/9 and 4/10 alternative work schedule will be consistent with the work requirements of the Employer. Such workload requirements must be identified, specific, and documented. It is a duty tour available to bargaining unit employees who are stationed in the Washington DC area.

D. Prior to embarking on extended temporary duty elsewhere, including travel status, jury duty, court leave or training, the leave approving official and the employee will discuss hours of work during the temporary duty assignment. Based on this discussion, the leave approving official will make a determination whether the employee will remain on 5-4/9, 4/10 or be placed on a 5/8 schedule.

Section 25.02

A. NTEU bargaining unit employees in covered positions will be provided two options of working alternative work schedules: a 5-4/9 alternative work schedule, i.e., four 9 hour work days and one 8 hour work day one week and four 9 hour work days and one regular day off the other week of each pay period, or a 4/10 alternative work schedule, i.e., four 10 hour days each week in the pay period with one day off each week of the pay period. Work days for either work schedule will commence no earlier than 6:30 a.m. and end no later than 6:30 p.m.

B. The Employer will determine which positions are to be covered in either work schedule. Based on considerations such as workload requirements, the Employer may determine that only a particular number of employees may have the same day off. Such workload requirements must be identified, specific, and documented. The Employer may also determine that specific employees are needed on specific weekdays during each pay period. The Employer will attempt to accommodate employee choices of regular days off. A decision not to accommodate an employee's choice of regular day off may be based on the need of the Employer to have specific individual employees present on particular days of the week, or because too many employees have chosen the same regular day off. The Employer will also consider employee needs, and/or employee hardship when deciding whether to accommodate an employee's choice of regular day off.

C. Conflicts, where a workload demand issue arises, will be resolved on the basis of length of Federal service. Such workload requirements must be identified, specific, and documented. Those employees with the most Federal service will be given their first choice. Less senior employees will be given their highest available choice.

D. The Employer may temporarily suspend the operation of the alternative work schedule program in all or any part of the Headquarters bargaining unit when workload emergencies require it. Such workload requirements must be identified, specific, and documented. Individual supervisors may require employees to sign in and sign out in the supervisor's absence.

E. Employer decisions regarding alternative work schedules may be appealed by filing a "Step One" grievance in accordance with Article 11, Section 11.09. If the matter is not resolved at Step One, the matter may be appealed to arbitration, in accordance with the provisions of Article 12. The arbitrator, after hearing the case, will issue a binding bench decision.

F. Prior to arbitration, the Employer agrees to meet with the NTEU for discussion of the AWS decision and the rationale for the decision. If the problems cannot be resolved before the arbitration hearing, the Employer agrees to provide its written rationale for the decision to the NTEU.

G. Employees occasionally may be ordered to report for duty on their regularly scheduled days off, when the leave approving official provides such workload requirements in writing. In accordance with Article 24, employees may elect to be compensated at appropriate overtime rates of pay for actual hours worked or by the accrual and use of equivalent amounts of compensatory time off.

Employees may temporarily switch their regularly scheduled day off if their leave approving official agrees.

H. Participation in the AWS program is predicated on an employee's performance being, at a minimum, rated at a "level two".

Employees may, at the discretion of their leave approving official, be removed from the AWS program if there is a documented attendance problem. Such an action will be handled by issuing an "AWS suspension memo", which will be in effect for a specified period of time, not to exceed 6 months. This memo can only be issued if the documented problem persists after the employee has received one written warning, pursuant to Article 27, Section 27.03E.

I. Employees not participating in the program will still be required to work 8 hours a day and 5 days a week.

J. No employee will be forced to participate in an AWS program. If an employee declines to do so, he or she will continue to work his or her existing tour of duty.

K. Employees participating in the program may request changes in their permanent schedules no more than once per quarter.

Section 25.03

Before initiating formal action the parties agree to meet and discuss all problems or concerns arising from this Article.

Section 25.04 - Evaluation

The Employer shall periodically assess the impact of the alternate work schedule on such factors as:

A. productivity of the Headquarters;

B. the level of services furnished to the customer, and

C. the cost of Headquarters operations.

The Employer may modify attendance and leave accounting procedures when assessment results indicate that the procedures in this Article do not assure record keeping practices which conform to law, regulation, and General Accounting Office guidance and requirements. Modification or changes, including exclusion from AWS participation of positions, employees or work units will be consistent with Section 25.02.B of this Article. Consistent with the Federal Employees Flexible and Compressed Work Schedules Act of 1982, the Employer shall make determinations concerning modification or continuation of alternate work scheduling within DOE Headquarters.

Article 26
Holidays

Section 26.01

When the Employer requires the services of employees on an established holiday, the Employer will provide as much advance notice to the affected employees as possible.

Section 26.02

The Employer is responsible for determining which employees will work on holidays. However, if management determines that the holiday work could be performed just as well by one or more employees, the employee from that group who wishes to do the work and who has the most Federal service will be given the assignment. If no employee in that group wants to do the work, the employee with the least

Federal service will be given the assignment. These provisions will not apply when holiday work is frequent. In that case, the assignments will be rotated among the interested employees in the group or, if no one is interested, among all employees in the group.

Article 27
Absence and Leave

Section 27.01

A. The provisions of this Article apply to all employees regardless of marital status.

B. Leave will be administered in accordance with DOE Order 322.1A. http://www.explorer.doe.gov:1776/cgi-bin/w3vdkhgw?qryVABwANQR_;doe-1015 Leave will be earned in one hour increments and used in fifteen minute increments.

C. Leave will be scheduled in such a manner so as to balance the needs of the employee and the accomplishment of work. Leave is to be granted whenever possible.

D. Employees will be notified annually of proper procedures for requesting leave.

E. Employees are encouraged to schedule leave in advance when financial commitments are involved.

Section 27.02 - Annual Leave

A. Employees should advise their leave approving official of leave they plan to take as soon as they decide they wish to take it.

B. An employee's use of annual leave is always at the employee's discretion, when approved by the leave approving official. Annual leave scheduling will be worked out between the employee and the leave approving official. Employees will submit annual leave requests on Standard Form 71 as far in advance as possible. Requests may be made in amounts of leave accrued plus leave to be earned during the leave year as reflected in an employee's biweekly statements of earning and leave. The leave approving official will decide whether or not to approve employee requests as soon as possible, and a decision will be made no later than ten (10) workdays following receipt of the request. If the leave request cannot be decided promptly, the leave approving official and the employee will meet within the ten (10) day period to discuss the best way to resolve the leave request decision.

Employees may not be denied annual leave for reasons other than those concerning the employee's and/or the office's work situation. Once approved, employee's leave requests will not be rescinded but for a significant unanticipated change in the employee's and/or the office's work situation. The Employer will give written notice, upon request, of specific reason(s) for rescinding or denying leave. Leave approving officials will make every effort to adjust the employee's and/or the office's work situation to permit employees to be granted annual leave as requested and to use scheduled annual leave once approved.

C. Employee may appeal recission in writing to the step 2 Official under Article 11, who must meet with employee within three (3) workdays.

D. An employee may request, and have approved, a change in selection of annual leave time provided that another employee's choice is not affected.

E. Employees may change annual leave previously authorized to sick leave when sick leave is appropriate and to leave without pay with the employee's, and leave approving official's approval.

F. Employees will not be forced to take annual leave except to the extent of the law.

G. An employee seeking unscheduled annual leave will ensure that the leave approving official is notified within the first hour of the employee's tour of duty, or as soon thereafter as possible in unusual circumstances. The employee should attempt to contact the leave approving official directly, and inform him or her of the anticipated extent of the absence. Voice mail is an appropriate means of notification, unless the leave approving official specifically objects, and identifies in writing a reasonable alternative means of notification. If the absence extends beyond the anticipated period, the leave approving official will be notified promptly.

H. The leave approving official will decide whether to approve employee requests as soon as possible, and a decision will be made no later than ten (10) workdays following receipt of the request.

I. Disapproval of leave will not be used as a form of disciplinary action. However, this will not preclude the use of a memorandum of leave restriction.

J. Conflicts in annual leave requests made by employees, which would otherwise be approved, shall be at first attempted to be resolved among the employees. If there is no resolution of conflicts in the granting of annual leave, requests will be resolved based on the following criteria to be considered by the leave approving official regarding approval:

1. Situations where leave would otherwise be lost;

2. Date of submittal of leave request;

3. Financial commitments;

4. Seniority; or

5. Extraordinary or emergency reasons.

Leave approving officials must advise employees of the basis for the decision.

Section 27.03 - Sick Leave

A. An employee shall earn leave in accordance with applicable statutes and regulations. The use of sick leave is an employee benefit to be used by the employee in accordance with the specific procedures of this article for absences required by illness, injury, medical appointments, or certain circumstances involving contagious diseases.

B. When practical, sick leave requests for non-emergency medical reasons, ("e.g." dental or optical examinations, operations, or treatments) should be submitted as far in advance as possible to the appropriate leave approving official. Such requests shall be approved as quickly as possible, unless the employee's absence would create a workload problem, in which event the employee would be given advance notice by the leave approving official as time permits so that other appointments can be made.

C. An employee seeking unscheduled sick leave will ensure that the leave approving official is notified within the first hour of the

employees tour of duty, or as soon thereafter as possible in unusual circumstances. The employee should attempt to contact the leave approving official directly, and inform him or her of the anticipated extent of the absence. Voice mail is an appropriate means of notification, unless the leave approving official specifically identifies in writing an alternate means of notification. If the absence extends beyond the anticipated period, the leave approving official will be notified promptly.

D. Normally, a medical certificate of incapacitation will not be required in order to approve a request for sick leave of three (3) consecutive days or less, unless the employee repeatedly fails to follow the procedures for requesting leave or the Employer suspects that sick leave has been used contrary to statute or regulation. Employees will not be required to furnish a medical certificate to substantiate a request to be granted sick leave for periods of three (3) consecutive work days or less unless the Employer has given written notice that the employee must furnish a medical certificate or other administratively accepted evidence for all absences from work which the employee desires to charge to sick leave.

The leave approving official will exercise the utmost respect for the employee's need for privacy. Specific information about an employee's health or sick leave will not be shared unless requested by the employee (except for information that would indicate a potential danger to the health and safety of the employee or others).

In the event that the employee wishes to request sick leave for an extended period of time (i.e., in excess of 3 days) and does not wish to share specific information supporting the request with the leave approving official, the employee must execute a release of information, to be provided along with a sealed copy of the existing supporting information (not to be opened by the leave approving official), in order for a separate determination of incapacitation to be reviewed.

E. An employee suspected of abuse of sick leave based on a pattern of usage, will be counseled and the reason(s) for the absence(s) will be considered before any determination is made that abuse has occurred. When counseling fails, an employee may be issued a written warning. If the written warning fails, the employee may be placed on leave restriction. The leave restriction letter will expire after 6 months, unless extended in writing due to a continuation of the same pattern of leave abuse.

A requirement to furnish medical certification of incapacitation to substantiate a request for sick leave for periods of three (3) days or less will be of no longer duration than six (6) months (which duration will be stated in the letter). Such a requirement is not a disciplinary action and will not be placed in the employee's Official Personnel Folder.

F. Employees may visit health units for brief periods of illness. Except in emergencies, they must notify their leave approving official in advance. Normally, sporadic visits of one hour or less are excused without charge to leave.

G. Employees will not be required to furnish a doctor's certificate on a continuing basis if the employee suffers from a chronic

condition which does not necessarily require medical treatment although absence from work may be necessary and the employee has furnished medical certification of the chronic condition.

H. In rare instances, an approved absence which would otherwise be chargeable to sick leave may be chargeable to leave without pay at the option of the employee and with the approval of the Employer.

I. A request by an employee for advanced sick leave will be approved when all of the following conditions are met:

1. The requesting employee is eligible to earn sick leave;

2. The leave is required for a serious disability or ailment;

3. Continued employment is expected upon the employee's return;

4. The employee has provided acceptable medical documentation to support the need for advanced sick leave; and

5. The employee is not on leave restriction.

Notwithstanding the above, nothing contained in this article will restrict the Employer's ability to require the presence of an employee, pursuant to its rights to assign work under 5 U.S.C. 7106 (A)(2)(b), should the Employer determine that the employee's services are necessary.

J. A leave approving official, after having received a request for advanced sick leave, will respond in writing indicating the decision and the basis for the decision if the request is denied.

Section 27.04 - Leave Without Pay

A. The Employer agrees to approve leaves of absence for any employee elected to a position of national officer of the National Treasury Employees Union for the purpose of serving full time in the elective position. Such leaves of absence will be concurrent with the term of office of the elected official and will automatically be renewed by the Employer upon notification in writing from the elected official that the employee has been reelected and wishes to continue in a leave of absence status.

B. The Employer agrees to approve a leave of absence for one employee for the purpose of serving in a full time appointive position for the National Treasury Employees Union. The term of the leave of absence will be no more than two (2) years. Any affected employee will have his/her leave of absence renewed for one additional two (2) year period upon request.

C. Any employee with five (5) years of consecutive service with the Employer is entitled to a one (1) year leave of absence to engage in a full-time, job-related study. A program of study will be found to be job-related if it will significantly assist the employee to do the employee's current job, or to achieve and perform another job to which the employee can reasonably aspire.

It is understood that such requests, shall be granted in accordance with the following:

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

2. If there are more eligible applicants than such leaves of absence, the employee with the greatest length of service will be chosen.

D. If feasible, an employee returning from an extended leave of absence will be returned to the position held at the time that the leave of absence began. If the employee returning from an extended leave of absence cannot be placed in the position held at the time the leave of absence began, then every effort will be made to place the employee in a like position. If the returning employee cannot be placed in the original position held at the time the leave of absence began, or in a like position, every effort will be made to place the employee in a like position somewhere in the first tier organization.

Section 27.05 - Administrative Leave

A. When voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, the employee will, upon written request, be granted an amount of administrative time by the leave approving official which will permit the employee to report to work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time.

B. Early dismissals and closing caused by hazardous weather conditions or other emergency situations will be communicated in accordance with FPM Letter 610-7 of December 1, 1983. If the decision to excuse employees is made during normal working hours, employees will be notified as soon as possible. Absences of up to one (1) day may be excused even if the office remains open, if prohibition or restriction of traffic by public authority during work hours would require a one-way commute or if a breakdown in public transportation that could not be foreseen would preclude an employee from reporting within four (4) hours of the start of the workday despite a diligent effort.

Section 27.06 - Leave for Maternity/Paternity Reasons

Family Friendly leave policies guaranteed by higher law are discussed under Section 27.08 of this article.

A. Pregnancy shall be treated like any other medically certified temporary disability. Therefore, maternity leave may be a combination of as many as three separate kinds of leave: sick leave, annual leave, and leave without pay. Lengths of absence for maternity reasons will be determined by the employee, her physician, and her leave approving official based on the reasonable needs of each. Upon request, a female employee will be granted appropriate leave in accordance with applicable policies and other regulations for such leave. Absent an emergency situation she must coordinate all such leave with her leave approving official, prior to her absence for maternity reasons. The Employer will consider granting up to six (6) months of leave of absence after child-birth.

B. A male employee who has provided the Employer with reasonable advance notice may be absent on part-time or full-time annual leave, sick leave, or leave without pay for a reasonable period of time for the purpose of caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The Employer will consider granting up to six (6) months leave of absence for this purpose.

C. An employee may use a combination of annual leave, sick leave or leave without pay for the time required in the adoption of a child. The Employer will consider granting up to six (6) months leave of absence for the purpose of adopting a child.

D. If after consulting her physician, a pregnant employee requests a temporary modification of her work duties or a temporary reassignment, every reasonable effort will be made to accommodate her request.

Section 27.07 - Religious Holiday

A. Normally, an employee will be granted annual leave or leave without pay for a workday which occurs on a religious holiday. Employees should give as much advance notice as is reasonable.

B. An employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime for time lost for meeting those religious requirements.

C. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Department's mission, the Employer shall in each instance afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

D. For the purpose stated in paragraph C of this section, the employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within twenty-six (26) pay periods. Overtime worked during this period will be counted against the compensatory time off until it has been made up before the employee can be paid for the overtime or accumulate more compensatory time. Compensatory overtime shall be credited to an employee on an hour-to-hour basis. Appropriate records will be kept of compensatory overtime worked and used.

Section 27.08 - Family Friendly Leave Provisions

Nothing in the Agreement shall negate any federal employee entitlements under any of family friendly leave provisions guaranteed by public law, regulation, and DOE Order. Requests for leave entitlements pursuant to these provisions may, at the leave approving official's discretion, require submittal of medical documentation in accordance with the procedures outlined in Section 27.03.D. of this Article.

The Family Friendly Leave provisions include:

A. The Family and Medical Leave Act of 1993 (See 5USC, section 6381 et seq.; 5 CFR, section 630.1201, et seq.)

Employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for (a) the birth of a son or daughter and care of the newborn; (b) placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son, daughter, or parent with a serious health condition; and (d) a serious health condition of the

employee that makes the employee unable to perform the duties of his or her position. Upon return from such leave, the employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status and other terms and conditions of employment.

B. Family Friendly Leave (See 5 CFR part 630, subpart B and D)

Employees may use up to 104 hours (13 days) of sick leave each leave year to care for a family member, as that term is defined in the glossary, or to arrange for or attend the funeral of a family member, if their sick leave balance is sufficient, and up to 480 hours to care for family members with serious medical conditions. Full-time employees may use 40 hours (5 days) of sick leave for these purposes without regard to their current sick leave balance. Additional hours may be used if the employee retains a balance of at least 80 hours of sick leave in his or her leave account. The employee may use as much sick leave as is available to him/her for purposed related to the adoption of a child, or for the employee's own medical treatment or incapacitation due to illness, injury, pregnancy or childbirth.

C. Leave for Bone-Marrow or Organ Donation

Employees are entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow or up to 30 days to serve as an organ donor.

D. Federal Leave Sharing

Employees may donate up to one half of their annual leave to other Federal employees who have medical emergencies. The regulations at 5 CFR, section 630.901 et seq. contain specific limitations on such donations.

Section 27.09 - Other Leave Provisions

A. Normally, an employee will be granted annual leave or leave without pay for up to five (5) workdays when there has been a death in the employee's immediate family. The concept of the immediate family shall include the following: the employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, sister-in-law, brother-in-law, child, grandchild, grandparent, grandparent-in-law or a member of the employees household with whom the employee shares or has shared a mutual residence within the past year.

B. Any employee who is a member of the National Guard or other reserve component of the Armed forces shall be entitled to military leave for each day of active duty in such organizations for up to a maximum of fifteen (15) calendar days in any calendar year. This leave need not be taken on consecutive days. Approval of the military leave provided in the foregoing shall be based on the presentation of the orders directing the employee to active duty and a copy of the certification of completion of such duty.

C. An employee is entitled to court leave to the extent necessary to serve jury duty or to participate in judicial proceedings in a nonofficial capacity as a witness when one of the parties is the United States, the District of Columbia, or a state or local government.

Article 28
Employee Benefits

Section 28.01

Employees seeking advice regarding benefits should telephone or visit their servicing personnel operations branch which will advise them as to available benefits under such programs as retirement, health and life insurance and injury compensation.

Section 28.02

The Employer agrees that employees who are eligible to retire within 2 years shall be given an opportunity to voluntarily participate in one OPM-sponsored retirement planning seminar.

Section 28.03

Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by the Employer as to the employee's rights to file for any type of retirement benefits to which the employee may be entitled.

Section 28.04

An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided (a) the withdrawal is communicated in writing to the Employer; and (b) the Employer has not made a commitment to fill the position of the retiring or resigning employee to any specific person.

Section 28.05

A. A package of NTEU material will be given to each new bargaining unit employee on the employee's first day of duty which will include:

   1. a copy of this agreement;

   2. an SF-1187; and

   3. a list of stewards and officers including office location and telephone number.

B. The Employer shall ask employees to sign a receipt of this material which reads; "I hereby acknowledge receipt of a copy of the Collective Bargaining Agreement, Request for Payroll Deduction for Labor Organization Dues (SF-1187), and a list of stewards and officers." This receipt shall be delivered to the appropriate NTEU Chapter president within three (3) workdays.

C. A list of new bargaining unit employees will be provided to each chapter president biweekly.

Section 28.06

A. When an employee receives an overpayment of pay and allowances, other than travel and transportation expenses allowances and relocation expenses, the Employer will waive the obligation to repay such overpayment under the following conditions:

   1. The amount of the over payment is not more than $500;

   2. There is no reason to believe that the overpayment is the result of misrepresentation, fraud, fault, or a lack of good faith on the part of the employee or any other person having an interest in obtaining a waiver of the claim;

3. The payment is not the subject of an exception by the Comptroller General in the account of the accountable officer;

4. The waiver, if made, would be in accordance with Comptroller General standards;

5. If collection would be against equity and good conscience and not in the best interest of the United States;

6. If the application was made within 3 years of discovery of the erroneous payment; and

7. The waiver could be consistent with governing decisions of the Comptroller General.

B. Where, through an administrative error, an employee receives an overpayment in the amount which would normally go unnoticed or undetected, such employee will be permitted to repay the excess over the number of pay periods equal to the total pay periods over which the overpayments were made. These payments will be made in installments of at least ten dollars (unless a lesser amount will complete reimbursement), payment in full can be made while the employee is still on the Department's active roles.

Section 28.07

Employees temporarily physically unable to do their regularly assigned tasks will be given light duty assignments when possible.

Article 29
Employee Awards

Section 29.01

The percentage allocation for the bargaining unit performance awards budget will be no less than the amount allocated to any other pool, e.g., the non-unit, managerial pool (not including the SES pool). The Employer will provide NTEU with the elements of the awards equation as soon as it is known. Information will include the total salary base, the percentage of salaries allocated to the awards pool, and will be provided for each first tier. NTEU will be provided additional information and details in a briefing, if requested. The Employer will notify NTEU throughout the year of any changes in budget administration that affect the awards pools immediately upon a decision about the change. The parties agree to establish and implement the following performance-based awards:

A. Performance-Based Cash Award

This award is available to all employees in the Performance Management System whose annual summary rating-of-record is higher than 2.6, unless the employee has been rated at Level 1 on any critical element. All employees rated at or above this level will be nominated for a Performance-Based Cash Award. The amount of the cash award will be calculated using the following formula:

1. Each employee's summary rating (above the 2.6 threshold) will become that employee's Performance Credit.

2. Each Performance Credit will be multiplied by the employee's grade to determine the employee's Award Points.

3. All award points in the employees' pay pool will be summed and then divided into the amount of funds set aside for Performance-Based Cash Awards to determine the dollar value of each award point.

4. The award points earned by each employee shall be multiplied by the dollar value for each award point to determine an employee's performance award.

5. Performance-based cash awards will be paid to employees no later than 4 months after the end of the official rating year.

B. Time Off Award

This award may be granted without loss of pay or charge to leave subject to the following constraints:

1. Each employee whose summary performance rating is greater than 2.6 but less than 3.5 shall be eligible for a Time-Off Award of 20 hours.

2. Each employee whose summary performance rating is greater than or equal to 3.5 shall be eligible for a Time-Off Award of 40 hours.

3. Each employee who is eligible for a Time-Off Award will be consulted as to his/her preference for either a Time-Off Award or a Performance-Based Cash Award. If the employee expresses a preference for a Time-Off Award, the employee's preference will be given serious consideration. However, if management determines that it cannot give the employee the preferred Time-Off Award, it will notify the employee that he/she will be nominated for the cash award instead.

4. Time-Off Awards must be used within one calendar year of the date that the award is granted. It may not be transferred if an employee transfers to another Federal agency, nor is the award payable in a lump sum if the employee leaves Federal service.

C. Quality Step Increase

Quality step increases are permanent increases in pay. They are granted at management's discretion to reward sustained performance of high quality significantly above that expected at Level 3.5 or higher, and to motivate employees toward increased productivity. The following applies to the granting of Quality Step Increases:

1. Quality Step Increases may be granted only to employees who have permanent or indefinite appointments, whose current rate of pay is less than the maximum for their grade, whose current rating of record is at 3.5 or higher (or equivalent under another system) and who are expected to continue to serve in their current position, or in a similar position at the same grade, at the same level of performance, for the foreseeable future. Decisions on Quality Step Increases will be based on objective criteria. Such criteria shall be published by the Departmental element affected within the first four months of the rating year.

2. Only one Quality Step Increase may be granted to an employee during any 52-calendar-week period.

An employee may not receive more than one of the following for the same performance: a Quality Step Increase, a performance-based award cash award, or a time-off award.

Section 29.02

Employees seeking information regarding incentive awards should telephone or visit the Headquarters personnel office, which will advise them as to available awards for which they may be nominated.

Section 29.03

A list of awards for which employees may be nominated will be distributed annually throughout DOE Headquarters. The awards available to employees are:

A. Performance award - This is a cash award granted for sustained superior performance of regularly assigned duties.

B. Quality step increase - This is awarded for high quality performance of all of the most important functions in the regularly assigned position, demonstrated over an extended period of time, and expected to continue.

C. Superior accomplishment award - This is a monetary or non-monetary award granted for a contribution resulting in tangible and/or intangible benefits to the Government. This is the type of award given for a special act or service.

D. Invention award - Monetary or non-monetary recognition granted for an invention in which the Government holds title or license and that is of benefit to the Department or the public, or for which patent coverage is sought or granted.

E. Suggestion award - An award given for a constructive proposal, submitted in writing, which, if adopted, would directly contribute to economy or efficiency, directly increase the effectiveness of Departmental operations, or result in a significant reduction in paperwork.

Section 29.04

Performance-based cash awards are subject to approval by an official at least one step higher in the chain of command than the management official who proposed the award nomination. A disapproval of an award nomination must be in writing and shall include a detailed explanation for the decision to deny the award. Award nomination disapprovals shall be in accordance with this Agreement and be fair and equitable. An employee may grieve the disapproval of their award nomination as either; 1) violative of this Agreement; or 2) unfair and. NTEU may arbitrate such a grievance, under Article 12 of this Agreement. An employee who receives a written disapproval of their award nomination shall receive two copies. The written disapproval shall contain information concerning the employee's grievance rights as stated above and a statement that one copy may be furnished to NTEU by the employee. The written denial must be provided to the employee no later than 60 days after the end of the rating period.

Section 29.05

The Employer will provide NTEU a quarterly listing of all employees, both bargaining unit and non-bargaining unit, who receive any type of monetary award (e.g., performance, QSI, special act), the basis for the award, and the amount of the award. Upon request, the Employer will provide NTEU with information about the types of acts that led to the award, including any supporting documentation, within 10 days of the request, unless the parties mutually agree to an extension. The Employer will provide NTEU any additional information reasonable and necessary to the processing of a grievance, upon request.

Article 30

Equal Employment Opportunity

Section 30.01

It is the policy of the Employer and NTEU to support an affirmative and positive Equal Employment Opportunity (EEO) program. Discrimination on the basis of race, color, religion, national origin, lawful political affiliation, sex, marital status, sexual orientation, age, or nonrestrictive physical handicap will not be tolerated in personnel practices and employment conditions; and it is agreed that these basic principles shall be accomplished by Section 30.03 through 30.04 of this Article.

Section 30.02

Employees seeking appropriate assistance from an EEO Counselor are limited to an EEO Counselor in their building unless there is no EEO Counselor in their building, or there is a conflict of interest (e.g., the EEO Counselor may be affected by the outcome or a charge or complaint). In those cases, the employee shall coordinate the request for another counselor with the EEO Officer.

Section 30.03

NTEU will be provided annually available sanitized EEO reports.

Section 30.04

A. The Employer agrees to continue the DOE Headquarters EEO Advisory Committee, which shall meet at least on a quarterly basis.

B. NTEU may appoint up to four (4) representatives from Forrestal and up to four (4) representatives from Germantown to serve as members of the Committee. The

appointment of these individuals will not affect the status of other employees currently serving on the Committee from identical organizational components.

Section 30.05

It will be the function of the EEO Advisory Committee to advise the Employer on the continuing development and implementation of the Headquarters EEO program, including, but not limited to: affirmative action, upward mobility, recruitment efforts, and the nature and timely processing of complaints on hand. While the EEO Advisory Committee shall not be a forum for complaints, grievances, or appeals, it may raise questions or concerns for the Employer's consideration and response. Statistical and other information which is not otherwise prohibited from disclosure by law and regulations, and which is developed by the Employer in connection with existing and planned affirmative action or EEO efforts, shall be made available to the Committee upon request.

Article 31
Personnel Records

Section 31.01

Each employee may, upon request, have access to review the contents of his or her Official Personnel Folder with the exception of any documents exempted from disclosure under the Privacy Act of 1974. Such review will occur in the presence of an Office of Human Resources employee. An employee reviewing the contents of the employee's Official Personnel Folder may be accompanied by a personal representative if the representative is designated in writing to the servicing personnel operations team leader prior to or at the time the request is made.

Section 31.02

Official Personnel Folders are maintained in accordance with applicable regulations. With the exception of those documents described in Section 31.01 of this Article, each employee will continue to receive a copy of all permanent records filed in the Official Personnel Folder immediately after they are entered into the folder.

Section 31.03

The Employer will continue to maintain systems of records containing personal information about employees in accordance with the notice requirements of the Privacy Act of 1974.

Section 31.04

Records maintained by an employee's supervisor, which are exempt from the disclosure requirements of the Privacy Act, may not be used in arbitration proceedings without providing advance notification and a copy of such records to NTEU.

Article 32
Health and Safety

Section 32.01

A. To the extent of its ability and authority, the Employer will provide and maintain a safe and healthy work environment.

B. The Employer shall, to the extent possible, and in accordance with applicable rules and regulations, make every effort to minimize any safety hazards in the workplace.

Section 32.02

Employees are encouraged to inform the Employer of any unsafe or unhealthy practice, equipment, or condition which might represent a health and safety hazard. The NTEU and the Employer will promptly report any perceived safety hazard to the appropriate authority.

A. Each building occupied by bargaining unit employees shall have an annual health and safety inspection. Such inspections shall be directed by a safety office of the Employer, or designee, who shall be accompanied by a designated representative of the NTEU. Bargaining unit employees participating in this inspection will do so on official time.

B. The NTEU will be provided a copy of applicable health and safety reports made to appropriate authorities.

C. The Headquarters Partnership Council will address the issue of improved safety on the roadways, parking areas, walkways and steps under control of the DOE. For those areas not under the control of the DOE, but adjacent to DOE facilities and used by employees during or immediately before or after the working day, the Council will identify needs for improved safety to officials of local governments and attempt to convince them to resolve any safety problems. The Council will also notify DOE of safety problems at the adjacent areas, and DOE will notify employees of these problems.

Section 32.03

Employees will be notified annually of proper fire and bomb threat evacuation procedures. In imminent danger situations, employees will be notified by means of the general fire alarm and will be evacuated. Employees will also be notified as soon as is reasonable of other potential hazards or inconveniences, such as equipment malfunction or plumbing interruption.

Section 32.04

A. The Employer will continue to provide health services on site which are sufficient to care for an employee during an emergency and until proper outside medical authorities can reach the employee.

B. The Employer will continue its practice of training employees in Cardiopulmonary Resuscitation (C.P.R.) Techniques. Notification of C.P.R. classes will be sent to all employees via DOECAST, and schedules will be posted on the DOE intranet. The names of all current employees who have received C.P.R. Training shall be posted and annually updated electronically so as to insure proper employee awareness.

Section 32.05

A. The Employer agrees to continue its practice of providing employees periodic physical examinations.

B. The Employer agrees to continue its group blood bank program for the employees.

C. The Employer agrees to continue its practice of offering lunch-time seminars on stress management at no cost to employees.

Section 32.06

A. At a minimum, the Employer agrees to make available to the employees as requested a copy of pertinent health benefit brochures.

B.

C. The Employer agrees to keep on file copies of each health plan offered to employees.

D. First aid kits will be available to all employees. The Employer agrees to make available through the Supply Store first aid kits for individual use. Organizations needing a larger First Aid Kit may obtain them through the requisition special order process. The location of first aid kits will be posted on local bulletin boards.

E. Subject to management's right to determine budget, the Employer will offer first aid classes to employees. Notification of first aid classes will be sent to all employees via DOECAST, and schedules will be posted on the DOE intranet. The names of all current employees who have received first aid training shall be posted and annually updated electronically so as to insure proper employee awareness.

Section 32.07

A. The Employer will inform the NTEU when chemicals potentially harmful to an employee's health are to be used in its facilities. Such notice will be given as soon as the Employer becomes aware of the chemicals' use. In no case may the notice be given later than one full workday before the chemicals are to be used. This notice will also be given to affected employees.

B. Within one hour of identification of potentially unsafe conditions, the respective Chapter President, or designee, will meet with a senior Management and Administration official to determine appropriate steps to be taken (e.g., designation of safe areas or dismissal).

Section 32.08

The Employer will, consistent with its right to assign work, make a reasonable attempt to reassign tasks of employees who provide acceptable medical documentation that particular tasks presently assigned to the employees pose a health hazard to the employees.

Section 32.09

The Employer will, upon request, make available access to those Government-wide and DOE regulations governing the safe conduct and performance of employee duties and the maintenance of a safe work area.

Section 32.10

Employees recuperating from illness or injury and temporarily physically incapacitated for their assigned duties may voluntarily submit a written request to their supervisor for temporary assignment to duties commensurate with their qualification and abilities. Such a request must contain documentation which addresses the medical basis for and the expected length of the proposed temporary reassignment. Procedures for submitting necessary medical information as outlined in Article 27.03.D. are also applicable here. The Employer shall, to the extent possible, and in accordance with applicable rules and regulations and medical recommendations, make every reasonable effort to grant such temporary assignments.

Article 33
Employee Assistance Program

Section 33.01

The Employer agrees to continue its employee assistance program (i.e., for those employees experiencing difficulties in the areas of

alcoholism, drug abuse, or emotional problems) as required and defined in applicable regulations. An employee may request counseling with an individual with whom he/she believes counseling will be effective. Information concerning this program will be posted on all DOE Headquarters bulletin boards, with fully detailed booklets in holders for employees to take, at all times.

Section 33.02

The Employer will take action to encourage an employee to enroll in this program as soon as it is reasonably apparent that the employee is experiencing a difficulty in this area. It is understood that employees undergoing a prescribed program of treatments will be granted sick leave or leave without pay for this purpose on the same basis as any other illness when absence from work is necessary. If an employee is participating in the program, the responsible supervisor must take this fact into consideration before taking any formal corrective measures for poor performance.

Section 33.03

The Employer will continue to afford reasonable accommodation to employees who are qualified disabled employees before any action for continuing performance problems relating to their disabling conditions is taken.

Article 34
Travel

Within 15 work days of the effective date of this agreement, a Committee of management and union representatives will meet to discuss issues relating to travel. The Committee will be formed consistent with Article 14A, and will meet on an on-going basis prior to decisions being made regarding headquarters policies, and will issue recommendations.

Section 34.01

Normally, no employee will be required to schedule or arrange for travel outside of the employee's regular duty hours. When travel outside the regularly scheduled work week is essential, overtime may be paid to exempt employees only when the travel:

A. involves performance of actual work while traveling;

B. is carried out under such arduous and unusual conditions that the travel is inseparable from work; and

C. results from an event that could not be scheduled or controlled administratively.

Section 34.02

In accordance with the Travel and Transportation Reform Act of 1998, employees will use a government-issued charge card for travel unless the employees have an exemption. The employee's personal credit history is not the basis for the issuance of the card.

A. DOE will provide employees with a point of contact who can provide information on the use of the travel charge card.

B. Employees are not required to use the credit card for those activities exempted by GSA: meals, phone calls, parking, laundry/dry cleaning, local transportation systems, taxis, tips, where an employee's application for a card is pending, individuals traveling on invitational travel, new appointees.

C. DOE will consider individual exemptions to use of the credit card on a case by case basis. Employees will submit a request with an explanation of the reason for the exemption to the Chief Financial Officer via the Head of the employee's organization. DOE will issue exemptions to employees who establish that use of the card would create a hardship for the employee. If the exemption is granted, the agency will provide the employee a method for payment of travel expenses, e.g., advance the employee the necessary funds to cover travel expenses.

D. DOE will reimburse employees within 30 calendar days after a proper voucher is submitted to the approving official. In the event that the agency fails to reimburse an employee for allowable expenses within 30 calendar days, the agency will pay the employee late payment fees using the prevailing Prompt Payment Act Interest Rate beginning on the 31st day after the required payment date and ending on the date on which payment is made. In addition, if the agency fails to make timely reimbursement of a proper travel voucher, the agency will pay the employee any late payment charge that the card contractor would have been able to charge the employee had the employee not paid his or her bill.

E. DOE will notify the employee within 7 calendar days of receipt of the travel voucher and will explain any error in the voucher that would prevent reimbursement within 30 calendar days of submission of the voucher.

F. If an employee loses his or her travel card privilege for whatever reason, the agency will provide assistance to ensure that the employee is not responsible for paying expenses for authorized travel from his or her personal funds. If the employee has lost travel card privileges because of personal failure to reimburse the credit card company or through abuse of the credit card, the employee will take appropriate steps to settle all outstanding obligations and submit a request for restoration of the travel card privileges.

G. DOE will brief employees in a formal meeting on its policies concerning the mandatory use of the travel charge card. The briefing will include a discussion on the appropriate use of the charge card and when the travel charge card must be used.

H. Employees who are using a travel card may receive a cash advance for authorized travel on the credit card through a bank or automated teller machine. The agency will pay all cash advance fees and charges.

Section 34.03

The Employer agrees to reimburse employees when in travel status for per diem and mileage expenses incurred by them in the discharge of their official duties to the maximum extent allowable by law and regulation.

Section 34.04

An employee who is assigned to training or duty away from the employee's regularly assigned post of duty, and who elects to return home during non-work days, will be reimbursed for travel not to exceed the amount reimbursable for the per diem if the employee had remained away from home.

Section 34.05

Government travel regulations and DOE travel policies will be available for employee review at DOE Headquarters travel offices and on the DOE home page.

Section 34.06

Gainsharing is a program through which DOE employees who travel can earn cash awards if they save the agency money. The program is entirely voluntary. Employees are not required to participate. Within 30 days of the effective date of this agreement the travel committee will meet to design a gainsharing pilot program for the headquarters. Features of the program will include rewarding employees who save the agency money on lodging and airline tickets. The committee will develop the program within 60 days of the effective date of this agreement.

Section 34.07

NTEU will be formally notified of any changes the agency proposes to make to travel policies or procedures and will have an opportunity to bargain prior to implementation of any changes.

Article 35
Wage Surveys

Section 35.01
If DOE Headquarters is requested to participate in a wage survey which could affect bargaining unit positions, NTEU will be notified and invited to participate as appropriate.

Section 35.02

NTEU will be provided copies of the results of any wage survey affecting bargaining unit positions as soon as possible.

Section 35.03

NTEU will be provided full information on wage surveys for all Wage Grade employees, including data which results in discrepancies in wage rates for employees in a particular area.

Article 36
Contracting Out

Section 36.01

The Employer agrees to comply with whatever laws and binding regulations are applicable at the time a decision is made to contract out.

Section 36.02

Immediately after a decision is made to let a contract which has potential adverse impact on the bargaining unit, NTEU will be provided a summary of the contract and the request for proposals (RFP), as well as information indicating the number of employees and/or staff years (hours) required under the contract. No decision to contract out will be effected until NTEU has been notified and given an opportunity to negotiate concerning its impact and implementation.

Section 36.03

A. Unless contrary to law or regulation, the Employer shall include in its open market bid request for RFP the requirement that employees adversely affected by the contracting out shall be given the right of first refusal with respect to positions the contractor has open within ninety (90) days of the award as a result of entering into the contract.

B. No later than ten (10) workdays after the contract is awarded, the Employer shall furnish the contractor with a current list of adversely affected employees.

Section 36.04

Employees will be formally advised of their eligibility for registration in the Priority Placement Program at the time they are identified as adversely affected, and will be entitled to the placement considerations accorded by the Department's policies and this agreement.

Section 36.05

The Employer agrees to eliminate or minimize any potential adverse impact by:

A. coordinating with OPM to ensure that adversely affected employees have access to Government-wide placement programs, including the OPM-operated Displaced Employee Program and the Interagency Placement Assistance Program; and

B. coordinating with the U.S. Department of Labor on publicizing private sector job opportunities.

Section 36.06

The Employer will keep NTEU fully informed of any study or planned study to contract out any function of its headquarters operations.

Article 37
Prohibited Personnel Practices

Section 37.01

An employee affected by a prohibited personnel practice under 5 U.S.C. 2302 (b)(1) may raise the matter under a statutory procedure or the negotiated procedure (Article 11), but not both.

Section 37.02

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

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

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

   1. an evaluation of the work performance, ability, aptitude, or general qualifications of such an individual; or

   2. an evaluation of the character, loyalty or suitability of such individual;

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

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

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

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

G. appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in 5 U.S.C. 3110(a)(3)) of such employee, if such position is in the agency in which such employee is serving as a public official (as defined in 5 U.S.C. 3110(a)(2)) or over which such employment exercise jurisdiction or control as such an official;

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

1. a disclosure of information by an employee or applicant which the employee reasonably believes evidences:

a. a violation of any law, rule, or regulation, or

b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

2. a disclosure to the Special Counsel of the Merit Systems Protection Board, or the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences:

a. a violation of any law, rule, or regulation; or

b mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

I. take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of:

1. the exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation;

2. testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in paragraph 1;

3. cooperating with or disclosing information to the Inspector General of an agency, or the Special Counsel, in accordance with applicable provisions of law; or

4. for refusing to obey an order that would require the individual to violate a law;

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

K. knowingly take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or knowingly fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement; or

L. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing or directly concerning the merit system principles contained in 5 U.S.C. 2301.

Article 38
Drug-Screening

The parties agree that at such time as they receive decisions concerning the negotiability of the Drug Free Workplace implementation Memo of Understanding (MOU), that MOU as modified by the Federal Labor Relations Authority (FLRA) shall become effective within the NTEU bargaining unit.

Article 39
Outside Employment

Section 39.01

As required by applicable regulations, employees must obtain approval by appropriate officials (the immediate supervisor) of their intent to engage in outside activities in advance of undertaking such activity. A written request for approval will be submitted in advance. The Employer will approve or disapprove any written request of an employee to engage in outside activities as soon as possible, but no later than ten (10) workdays of the Employer's receipt of the request.

Section 39.02

If an employee wishes to dispute the Employer's rejection of a request to engage in outside employment, the employee may file a special grievance directly with the management official who denied the request. This grievance must be filed within fifteen (15) workdays of the Employer's rejection of the request. It will be treated exactly as if it had been processed through the agreement's grievance procedure, and is now at the final step of the procedure. If the Employer and employee are unable to satisfactorily adjust the grievance, the Employer

will forward to the employee, within the time limits prescribed for the final step of the grievance procedure, a letter containing all the reasons and evidence why it is rejecting the outside employment request. Thereafter, NTEU may invoke arbitration over the issue.

Section 39.03

Employees must adhere to all statutes and regulations governing participation in outside activities, including those contained in the "Standards of Ethical Conduct for Employees of the Executive Branch," Title 5, Code of Federal Regulations, Part 2635. Employees may engage in outside employment or other outside activity compatible with the full and proper discharge of the duties and responsibilities of their Government employment.

Incompatible activities include, but are not limited to:

A. acceptance of a fee, compensation, gift, payment or expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of, a conflict of interest;

B. outside employment which tends to impair the employee's mental or physical capacity to perform assigned Government duties and responsibilities in an acceptable manner; and

C. outside work or activity that takes the employee's time or attention during the employee's official work hours.

Article 40
Temporary Employees

Section 40.01

Temporary employees who are not serving in appointments limited to one year or less and who have a reasonable expectation of working more than six months have the right to enroll in Government life insurance and health insurance programs.

Section 40.02

Temporary employees terminated due to lack of work before the designated expiration date of their appointment, should one exist, will be given two weeks advanced notice, if possible.

Section 40.03

Temporary employees terminated for reasons other than lack of work will receive two weeks advanced notice, if possible. This notice will include the reasons for the termination. The immediate supervisor will meet with the employee and the area steward to discuss the issue, if requested. The meeting will take place during the notice period.

Article 41
Part-Time Employees

The Employer will consider employee requests to work part-time. Where a request is rejected, the reasons for such will be explained in writing upon request.

Article 42
Probationary Employees

Section 42.01

A probationary employee will be advised of the employee's performance prior to the end of the tenth month of the probationary period.

Section 42.02

The parties agree that when the Employer determines that a probationary appointment is to be terminated, it will give the affected employee 15 workdays' notice of termination, if possible. Such notice shall be in writing and shall state all reasons for the termination. If it is not possible to provide 15 days notice, as much notice as is possible will be provided.

Section 42.03

Upon request by a probationary employee who has received notice of termination, the immediate supervisor will meet with the employee. The meeting must be held before the employee's appointment is terminated, if possible. If a meeting is held, the employee may be accompanied by the area steward.

Section 42.04

After considering the affected employee's oral presentation at the meeting, the immediate supervisor will advise the affected employee if the decision to terminate is sustained or rescinded.

Article 43
Disciplinary Actions

Section 43.01

A. Disciplinary actions include oral and written reprimands, letters of warning, and suspensions for 14 days or less.

B. Employees shall be disciplined for such cause as will promote the efficiency of the service.

Section 43.02

The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. However, each situation warranting discipline must be evaluated individually and, in instances involving serious offenses, progressive discipline may not be appropriate.

Section 43.03

A. NTEU shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/herself and the employee requests NTEU representation.

B. A meeting between an employee and the Employer, during which the principal topic of discussion is discipline or potential discipline of the employee, will entitle the employee to request to be accompanied by the area steward during such meeting.

C. The Employer will semi-annually notify employees of their rights of representation as set out in A. above.

Section 43.04

When the Employer takes a disciplinary action against an employee more serious than a reprimand, the following procedures will apply:

A. The written proposal will be delivered prior to taking an action and will contain the specific reasons for the proposed action stated in detail. It will also inform the employee of the right to review all material

which was relied upon to support the reasons for the action. Copies of this material will be provided to the employee upon request.

B. The employee will be given ten workdays from the date the employee received the notice of proposed disciplinary action in which to deliver an oral and/or written reply. Reasonable requests for extensions will be granted if submitted in writing prior to expiration of the time allowed stating the reasons for desiring more time. The proposal notice will specify who will receive the oral and/or written reply. This official will be the person who will be making the decision, or designee.

C. The employee and his/her representative will receive a reasonable amount of official time to prepare the reply.

D. When management has relied upon witnesses to support the reasons for the proposed action, the Employer will make their identity known to the employee.

E. In delivering a reply, the employee may set forth mitigating circumstances and give reasons as to why the proposed action should not be effected.

F. The final decision in a disciplinary action covered by this section must be made by a higher level DOE Headquarters management official than the official who issued the notice of proposed action. The decision letter will state which charges are sustained.

Section 43.05

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

A. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;

B. The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public, and prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability;

E. The effect of the offense upon the employee's ability to perform assigned duties;

F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

G. The notoriety of the offense or its impact upon the reputation of the agency;

H. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

I. Potential for the employee's rehabilitation;

J. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

K. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 43.06

An employee subject to disciplinary action may grieve the action within 15 workdays of receipt of the Decision under the negotiated grievance procedure in Article 11 of this agreement. Such grievance must be filed with a management decision maker at least one level higher in the supervisory chain of command than the Deciding Official in the decision to discipline. Such grievance shall be filed at a step in the negotiated grievance procedure higher than Step 1. This grievance right shall be stated in the decision letter.

Section 43.07

A. Letters of reprimand will be placed in the employee's Official Personnel Folder for the period of time specified in the letter but not to exceed one year.

B. Letters of warning will not be placed in the employee's Official Personnel Folder. A copy will be maintained only by the employee's immediate supervisor and will be destroyed one year following the date of issuance or sooner, if appropriate.

Section 43.08

NTEU will receive sanitized copies of any advance notice letters that are issued pursuant to this Article when the employee receives such letter. NTEU will also receive any decision letters, when the employee receives such letter, where it has not previously been designated as the employee representative in the matter.

Section 43.09

Each advance notice letter and final decision letter issued pursuant to this Article will contain a notification of the right to representation, including NTEU representation and the name, telephone number and mail routing symbol of the current NTEU Chapter president.

Article 44
Adverse Actions

Section 44.01

A. For the purpose of this Article an adverse action is defined as a suspension for more than fourteen (14) days, reduction in grade or pay, furlough for 30 days or less, or removal.

B. Adverse actions will be taken under 5 U.S.C. Chapter 75 only for such cause as will promote the efficiency of the service.

C. A meeting between an employee and the Employer during which the principal topic of discussion is adverse action or potential adverse action against the employee will

entitle the employee to request to be accompanied by the National field representative and either the NTEU president or area steward during such meeting. If such a request is made it will be honored.

D. The procedures of this Article do not apply to any bargaining unit employee serving a probationary or trial period or an employee under a temporary appointment. The merits of such employees' removals are not subject to the grievance/arbitration procedures of this agreement.

Section 44.02

A. In all cases of proposed adverse action an employee will be given at least a thirty (30) calendar day advance written notice stating the specific reasons for the proposed action.

B. The employee will be given a reasonable time, but not less than ten workdays, to respond orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the reply. Reasonable requests for an extension will be granted if submitted in writing prior to expiration of the time allowed stating the reasons for desiring more time. The proposal notice will specify who will receive the oral and/or written reply. In making a reply the employee may set forth mitigating circumstances and give reasons as to why the proposed action should not be effected.

C. The proposal shall inform the employee of the right to review the material relied upon to support the reasons for the action given in the notice. Copies of the material relied upon will be furnished to the employee if requested. When the Employer has relied upon the statements of witnesses to support the reasons for the proposed action, the Employer will include these statements in the material relied upon and make them available to the employee.

D. The employee will have the right to be represented in the preparation and presentation of the reply. The employee and his/her representative will receive a reasonable amount of official time to prepare and present the reply.

E. The Employer will make a written summary of the employee's oral reply. A copy of the summary will be included in the material relied upon.

Section 44.03

The final decision in an adverse action covered by this Article must be made by a higher level official than the official who issued the notice of proposed action. The decision letter will state which charge or charges are sustained.

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

A. The nature and seriousness of the offense, and its relation to the employee’s duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;

B. The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public, and prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability;

E. The effect of the offense upon the employee's ability to perform assigned duties;

F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

G. The notoriety of the offense or its impact upon the reputation of the agency;

H. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

I. Potential for the employee's rehabilitation;

J. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

K. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 44.04

The thirty (30) calendar day advance written notice is not required in those cases when the crime provision is invoked; i.e., when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

Section 44.05

In the event the Employer sustains the reasons and effects an adverse action against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law or NTEU may directly invoke arbitration in accordance with the terms of this agreement, but only one of these avenues of review may be pursued.

Section 44.06

NTEU will receive sanitized copies of any advance notice letters that are issued pursuant to this Article when the employee receives such letter. NTEU will also receive any decision letters, when the employee receives such letter, where it has not previously been designated as the employee representative in the matter.

Section 44.07

Each advance notice letter and final decision letter issued pursuant to this Article will contain a notification of the right to representation, including NTEU representation and the name and telephone number and mail routing symbol of the current NTEU chapter president.

Article 45
Performance-Based Actions

Section 45.01

In proposing action against an employee based on unacceptable performance, the Employer will act in accordance with applicable law and regulations.

Section 45.02

Throughout the appraisal period, supervisors should apprize employees of their performance on an ongoing basis. Employees are to be notified as soon as possible of any performance deficiencies. In any action taken in connection with unacceptable performance, the supervisor will provide as much guidance and assistance as possible to help improve the employee's performance.

Section 45.03

The Employer will consider lateral reassignment of an employee based on unacceptable performance before it acts to reduce in grade or remove an employee for unacceptable performance.

Section 45.04

The steps outlined in this section do not constitute a grievance; this Article is not intended to change the rights and obligations set out in Article 11 of this Agreement (Grievances).

Before proposing to take action against an employee for unacceptable performance, the supervisor will issue a letter of requirements. This document will provide a 90 calendar day period within which the employee's unacceptable performance must improve. The employee will be informed as to which critical elements are being performed unacceptably. Specific instances of poor performance will be identified. Documentation of unacceptable performance will have been provided to the employee, consistent with Article 18, Section 18.07 of this agreement. This written documentation is the only documentation that can be relied on by a supervisor to find an employee's performance "unacceptable." The letter will also state what the employee has to do to improve performance above the unacceptable level during the opportunity period and will indicate the type of guidance and review the supervisor will provide during the opportunity period. The letter also will state the following:

A. That the employee may have a representative, including an NTEU representative, and may reply to the Employer's letter orally and/or in writing;

B. That the employee will be given a reasonable amount of official time to prepare to do so;

C. That the written and/or oral reply be provided no later than ten workdays after the notice period had begun;

D. The name, telephone number, and room number of the current president of the local NTEU Chapter.

Section 45.05

If, after the end of the opportunity period, the employee's unacceptable performance has not improved, a performance-based action, if any, is to be accomplished in accordance with the following procedures:

A. The Employer will give each employee whose performance remains unacceptable a thirty-day notice period.

B. The thirty (30) days begin when the Employer gives the employee a letter of proposed adverse personnel action, based on the continued unacceptable performance. This letter will list the critical elements that the employee has performed unacceptably during the opportunity period as well as specific examples of the employee's performance which have not been corrected following the issuance of the letter of requirements.

C. This letter will state the following:

1. That the employee has a right to a representative including an NTEU representative, and may reply to the Employer's proposed action orally and/or in writing;

2. That the employee will be given a reasonable amount of official time to prepare to do so;

3. That the written and/or oral reply be provided no later than ten workdays after the notice period had begun;

4. That the Employer will make a written summary of the employee's oral reply and provide a copy to the employee;

5. That copies of all evidence upon which the Employer is relying in the matter will be provided upon request;

6. That any reply and final decision in the matter will be heard by a higher level manager in the organization than the one who proposed the action should a higher level manager exist and

7. The name, telephone number, and room number of the current president of the local NTEU Chapter.

Section 45.06

Employee performance which occurred more than one calendar year prior to the date on which the employee received the letter of proposed adverse action will not be relied on to support the proposal. Additionally, employee performance which was not specifically identified in the proposed adverse action will not be relied on to reach a final decision.

Section 45.07

The NTEU will receive sanitized copies of any advance notice letters that are issued pursuant to this Article when the employee receives such letter. The NTEU will also receive any decision letters, when the employee receives such letter, where it has not previously been designated as the employee representative in the matter.

Article 46
Smoking

A. Definitions

1. Smoking. The activity involving lighted cigar, cigarette, pipe, or tobacco products.

2. Designated Smoking Areas. An area which is identified by a sign reading, "Designated Smoking Area" and includes the international smoking

symbol, where personnel may smoke cigarettes only.

B. General requirements

1. Smoking is prohibited in the Montgomery County, Maryland DOE (Germantown) facilities.

2. Smoking is prohibited in all DOE facilities in the Washington, D.C. area with the following exceptions:

3. The interior courtyard of the south building;

4. The ground floor courtyard (east pedestrian mall), between the north and south buildings.

C. The Employer will make available, at no cost to employees, smoking cessation clinics for bargaining unit employees who wish to stop smoking.

D. The Employer will include in its vacancy announcements the following:

"DOE supports the policy of restricting smoking in all Federal facilities. Smoking (cigarettes only) is permitted only in designated smoking areas."

E. If complaints are registered concerning smoking locations, the parties will meet to attempt to resolve the complaints.

Article 47
Flexiplace

Section 47.01

A. Flexiplace is a work arrangement that permits an employee to work at home or at another approved work site away from his or her traditional work site. The parties are committed to maximizing the use of flexiplace so that employees have maximum flexibility without adversely affecting the agency's mission.

B. Participants may be permitted to work at flexiplace work sites full days or a portion of a day. There is no limit to how the work schedule may be configured so long as the scheduling is neither disruptive to the work that remains in the office nor causes an unreasonable burden on those who choose not to work flexiplace.

C. The parties recognize that the benefits of flexiplace include:

improving the quality of worklife and job performance and increasing productivity;

improving morale and reducing stress by giving employees more options to balance work and family demands;

decreasing traffic and parking congestion, energy consumption, and air pollution;

providing services when the regular office is closed;

extending employment opportunities to employees with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;

potentially enhancing recruitment and promoting diversity by expanding the geographic recruitment pool.

D. Unless specifically changed by the terms of this article, all other terms and conditions of employment as outlined elsewhere will remain the same for employees participating in the Flexiplace program.

E. The parties recognize that in order for the Flexiplace program to be successful, supervisors will manage employees by results, e.g., evaluate employee success by their output, rather than process.

Section 47.02

A. Employee participation is voluntary and subject to management approval. When considering an employee's request to work flexiplace, the supervisor should consider restructuring the employee's work to accommodate the request.

B. To be considered for a flexiplace arrangement or to continue to work on a flexiplace arrangement, an employee must meet the following criteria:

1. The employee has been with the agency for one year.

2. The employee has been in the first tier organization for more than six months.

3. The employee's performance has not dropped below a Level 2.

4. The employee has not received any disciplinary/adverse action in the last six months that would impact the integrity of the Flexiplace Program.

5. The employee has suitable work to do on flexiplace. Work suitable for flexiplace depends on job content rather than job title, type of appointment, or work schedule. For example, telecommuting is feasible for work that requires thinking and writing – data analysis, reviewing grants or cases, writing decisions or reports; telephone intensive tasks – setting up a conference, obtaining information, following up on participants in a study; and for computer-oriented tasks – programming, data entry, and word processing. Work may not be suitable for Flexiplace if the employee needs to have:

extensive face-to-face contact with supervisors, other employees, clients or the general public;

access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station;

special facilities or equipment that are not available off-site.

C. Employees may participate in flexiplace for medical reasons, or to care for a family member, as that term is defined in the glossary of this agreement. In addition to meeting the above conditions, the Employer may require that medical documentation be provided in accordance with the procedures specified in Article 27, Section 27.03.D.

Section 47.03

A. An employee requesting a flexiplace arrangement will develop a plan to submit to his or her supervisor that includes such

information as the type of work to be done at the flexiplace site, the days to be worked at the flexiplace site, etc. The employee and the supervisor will work together to make any necessary adjustments to the plan before it is finalized. The employee's plan will be approved if he/she has sufficient work to do at the alternate site, and it does not conflict with a mission necessity or training.

B. The Employer will approve or deny the employee's request within 5 days of submission. Once approved, the employee and the supervisor will enter into a Flexiplace Work Agreement that incorporates the employee's work plan.

C. Any time an employee believes he or she needs to permanently or temporarily return to work in the office, the employee will normally provide management with thirty (30)calendar days notice of the needed change, except in emergency situations.

D. Employer decisions regarding Flexiplace may be appealed by filing a "Step One" grievance in accordance with Article 11, Section 11.09. If the matter is not resolved at Step One, the matter *may* be appealed to arbitration, in accordance with the provisions of Article 12. The arbitrator, after hearing the case, will issue a bench decision.

Section 47.04

A. Flexiplace 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.

B. The employee will be available at the assigned alternate site unless on pre-approved leave or lunch, or if he/she has given the manager prior notice and has received permission to modify the work day. The supervisor and the employee will work out appropriate protocols to ensure employee availability. For purposes of timekeeping, employees participating in the flexiplace program will provide appropriate information necessary to accurately document their time and hours worked.

C. The Employer is not responsible for paying any extra costs the employee may incur for working at home, e.g., adding an additional telephone line.

D. Employees will comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised.

E. Employees will comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and data bases.

F. To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, the Employer may inspect the employee's work site with twenty-four (24) hours notice to the employee. The notice will include the date and approximate time of arrival, the number of management officials coming to the site, the estimated duration of the inspection and other appropriate information. The employee may arrange for an NTEU representative to accompany the manager to the inspection.

G. Employees must notify their supervisor 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.

Section 47.05

A. The equipment necessary to work at the alternate site must be available. To the extent feasible, the first tier organization will provide the employee equipment from available surplus, including equipment which can be made available from the surplus of other first tiers, although it is not under any obligation to purchase equipment for this purpose or to deny it to others who may need it. Should the first tier be unable to provide the equipment from its available supply, the employee will have to provide it through his/her own means. The Department of Energy retains ownership and control of any and all hardware, software, telecommunications equipment and data placed in the alternative work site by the government. This equipment is to be used for official business only.

B. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.

Article 48

Reorganization/Relocation Notification Procedures

Section 48.01

The Employer and NTEU agree that a stable and healthful office environment which contributes to employee comfort, productivity and job satisfaction is an important organizational objective. When the Employer determines that it is necessary to reorganize or to physically relocate employees, it will provide advanced notification to NTEU to begin a cooperative discussion. The objectives are for the reorganization/relocation to be thoroughly coordinated with NTEU, well planned and implemented promptly, in accordance with procedures outlined in this Article, and to minimize adverse impact upon staff and organizational disruption. A standard notification form must be used and is available from Labor Relations.

The parties will jointly develop general guidelines in each separate facility where bargaining unit employees are located. Where these guidelines are not able to be met, management will be expected to distribute existing space fairly among all occupants of the building who are under the administrative control of the Employer.

Section 48.02 - Definitions

For the purpose of this Article:

A. "Relocation" means a physical move of the employee(s) in a work unit from one worksite (e.g.: office, suite of offices, shop, building) to another. Temporary on-site relocation, of less than thirty (30) days duration, for office refurbishing (e.g., painting and carpeting) will not be subject to this notification procedure; if seating or office layout arrangement are changed formal notification will be made.

B. "Reorganization" means at a minimum, organizational change, including transfer of function, involving the elimination, addition, or realignment or redistribution of functions, employees, or responsibilities among or within Departmental components.

C. "Advanced Notice" means written notification submitted as soon as there has been a determination to reorganize or physically relocate employees.

D. "Notice" means written notification, submitted as much in advance of the proposed implementation date as possible, but in no case less than three (3) work weeks prior to a proposed implementation date.

E. "Implementation Date" means the calendar day proposed by management for effectuation of the proposed change in working conditions which is described in the Notice, and by which it seeks to fulfill any statutory obligation to negotiate in good faith.

F. The parties also recognize that Executive Order 12871 required an opportunity to bargain over subjects set forth in 5 U.S.C. 7106(b)(1). Management and NTEU agree that, within 90 days of signing this agreement, an MOU will be executed by the parties explaining those matters covered by 5 U.S.C. 7106 (b)(1); i.e., the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work, that require advance notice and how that notice will be satisfied.

Section 48.03 - Disclosure of Plans

A. Where the Employer wishes to reorganize, the Employer will give Notice to NTEU and provide, as appropriate, the following initial information:

1. reason(s) for the reorganization,

2. a list with the names, position titles and grades of all affected employees,

3. approved mission and function statements for the existing and the proposed organizations,

4. staffing charts for the existing and the proposed organizations,

5. a. a list of officially classified position descriptions then complete, if any, with copies of each position description listed,

   b. a list of positions for which classification action is pending,

6. a list of known vacancies in the new organization,

7. projected adverse impact resulting from the reorganization, if any,

8. a proposed implementation schedule, and

9. any proposed written employee notices.

B. Where the Employer wishes to relocate employees, the Employer will give Notice to the appropriate NTEU Chapter(s) and provide, as appropriate, the following initial information. The parties agree that a streamlined notification process may be appropriate for minor relocation:

1. reason(s) for the relocation

2. a. a list with the names, position titles and grades of all affected employees and their supervisors,

b. a list of names, job titles, and the employer of all contractors occupying work space in existing and/or proposed sites seating charts.

3. floor plans and seating chart(s), drawn to scale, for both the existing and proposed organizational locations,

4. whether the proposed relocation is intended to be temporary or permanent and the expected duration of residency in temporary space,

5. information concerning anticipated changes in provision for NTEU office space, parking facilities, lunch facilities, security provisions,

6. health and safety testing and results, if any,

7. projected adverse impact resulting from the relocation, if any, and a statement concerning how the determination was made together with any relevant documentation.

8. a proposed implementation schedule, and

9. any proposed written employee notices.

C. Where NTEU and DOE cooperatively develop the reorganization or relocation proposal, they will jointly sign a memorandum indicating concurrence and transmit it to Headquarters Labor Relations Services, thus eliminating the need for formal notification.

D. After receipt of the initial Notice and the information described in Section 48.03.A, and 3.B., NTEU may, as soon as possible, but no later than five (5) work days after receipt, request to meet with the Employer for a detailed briefing and to discuss the proposed change and the information supplied with the notification, or to comment or otherwise make suggestions concerning the implementation plan. NTEU concerns raised at the meeting regarding adverse impact which will result from the proposed change will be discussed. Such meeting shall not preclude formal negotiations. For relocations which involve large numbers of employees (e.g. more than 100 employees) or relocations which involve significant geographical movement (e.g. from Germantown to Forrestal or Forrestal to Germantown), NTEU will be allowed a one-week extension of the normal three- week time frame upon written request to Headquarters Labor Relations Services within ten (10) days of the initial notice. In all other cases or where NTEU is making a further request for extension of time, NTEU will provide Headquarters Labor Relations Services notice within ten (10) workdays of initial notice or within two (2) days of the extension referenced above, that an extension of time required for consideration of the proposal is needed. Such notice will state the length of extension needed and the reason for the extension.

E. NTEU requests under 5 U.S.C. 7114(b)(4) for additional information will be honored as required by statute. No formal Notice to NTEU, under this Article, will be considered completed until information required under 5 U.S.C. 7114(b)(4) has been provided.

F. If prior to final implementation, the Employer concludes that minor modification of the

original plan is necessary and employee assignments will change as a result, the Employer shall notify and discuss these changes with NTEU. Minor adjustments to the original plan will not constitute a separate proposal for the purposes of this Article. However, such proposed modifications shall be processed, as necessary and appropriate, in accordance with this Article.

Section 48.04

When allocating office space in conjunction with a relocation, or, if appropriate, subsequent to a reorganization, employees will be given a choice in office selection. That choice will be consistent with work demands that necessitate that functions be adjacent to one another or in specific locations (e.g., sharing equipment or customer service). Moves will not be made only to accommodate individual promotions or additions to an organizational unit. The order in which employees will be offered a selection is as follows:

1. Full time employment status
2. Grade
3. Time in grade
4. DOE seniority
5. Service computation date
6. Flip of a coin
7. Part time employment status in the same sequence as above.

Federal employees will get priority for space over contractors.

Section 48.05

The Employer will not implement proposed reorganizations/relocations prior to the conclusion of negotiations and fulfillment of its bargaining obligations under statute or prior to the expiration of the appropriate time period if no proposals are offered. Nothing in this Article shall be construed to waive this statutory right. Administrative and Personnel officials will not implement reorganization or relocation changes prior to receiving clearance from Headquarters Labor Relations.

Article 49
Parking Management

Section 49.01 - Policy

To ensure that DOE-controlled parking facilities are operated in a manner responsive to the needs of the Department , and for the maximum benefit to the employees, assignment of the DOE-controlled parking spaces will be in compliance with the national energy conservation policies, and the Government-wide parking policies issued by the General Services Administration (GSA) Federal Property Management Regulations (FPMR) Temporary Regulation D-69, Supplement II (Title 41, Code of Federal Regulations, Part 101-120, Federal Employee parking, 49, FR4469 (1984), the DOE Order and criteria set forth in the order. Parking fees shall be assessed to recover the cost of operating a parking facility.

Section 49.02 - Parking Committee

The Doe Parking committee shall be composed of a representative designated by Chapter 213 and another by management. They will select a mutually acceptable third member on an ad hoc basis or long term basis, should a dispute arise between the two designated members and be unresolved due to the lack of a third member. The appointment of a third member shall be resolved by a meeting between an NTEU staff person and a management representative. The two representatives will see if a majority

decision can be reached with regard to the selection of a third party. If not they will select an impasse resolution process. The Parking Committee will be actively involved in the analysis of any recompetition regarding the rewarding of the contract to operate the Forrestal parking facility. Management reserves the right to make a final decision in awarding the contract. NTEU reserves the right to bargain impact and implementation.

Section 49.03 - NTEU Parking

The parties agree that NTEU Chapter 213 will be issued two (2) reserved and three (3) at-large permits in the Forrestal parking facility.

The parties agree NTEU Chapter 228 will be issued temporary passes whenever they have labor management business in the Forrestal Building. Chapter 228 understands that prior telephone notice will expedite the issuance of a temporary permit. Chapter 228 will be issued two at large permits for the Forrestal parking facility.

Section 49.04 - Duration

This article may be reopened for modification by mutual consent of the parties any time after the first year of its existence. Any request for reopener shall be reduced to writing and delivered to the lead management appointee of the Parking Committee, where the Union is the moving party, or to the Chapter President if management is the moving party. A meeting will be convened to discuss the reasons for the reopener. If agreed to, either party or both parties may offer changes and/or new language during the open period.

Article 50

Headquarters Transit Subsidy Program

In recognition of DOE's role in conserving energy and of Headquarters and NTEU's roles as positive supporters of energy-saving measures such as public transportation, the parties agree to the following measures to promote employee use of the Subsidy for Energy Employees' Transit (SEET) Program.

Effective January 1, 2000, the agency will participate in the transit subsidy program to the maximum extent possible (currently $65 per month, but this may change if the maximum possible amount changes) as long as such participation does not adversely impact the availability of funds for employees' salaries, promotions, or awards. At the outset of each fiscal year, DOE will provide NTEU with budgetary information that establishes the funding source. If that source changes, DOE will provide NTEU with updated budgetary information that enables NTEU to see where funds are coming from to support this program.

If management claims the unavailability of funds to pay public transportation subsidies or foresees adverse impact on funds for employees' salaries, promotions, or awards at any level of the organization, management will provide NTEU with documentation to support the claim and both parties shall reserve the right to reopen negotiations with respect to this claim.

Applications for participation in the program will be available in the NTEU offices at Forrestal and in Germantown, in addition to other locations identified by Management. Distribution of fare cards will be based on an employee's ZIP code to ensure that those employees whose commuting expenses are less than the maximum level of the subsidy are not in jeopardy of being

overpaid. In order to receive a farecard under the SEET program, employees must certify that the farecard will be used for their commute to work only and that they are not receiving any other form of transportation subsidy from the Federal government, such as a carpool permit for parking at a Federal building.

The Headquarters Transit Subsidy Program will be announced to employees in an all-employee notice and in joint NTEU-DOE briefing meetings. At the meetings, the parties will explain the program and answer questions. Unanswered questions will be answered within 7 days. NTEU will be provided 30 minutes at the end of the meeting to meet with employees without the Employer present. All time spent in the briefing and in follow-up meetings will be administrative time for impacted employees and official time for union representatives.

Article 51
Duration and Termination

Section 51.01

This agreement shall remain in full force and effect for three years from the date it is approved by the Director of Personnel, Department of Energy. It shall be automatically renewed for one year unless either party gives written notice to the other not earlier than eight months before the termination date and not later than six months before the termination date that it desires to terminate, amend, or modify this agreement. Such written notice shall be accomplished by forwarding to the other party any proposed amendments or modifications to the agreement.

Section 51.02

Should the agreement be renewed for one year, it will be automatically renewed annually unless either party gives written notice to the other not earlier than 105 calendar days and not later than 60 calendar days prior to the new termination date and each subsequent anniversary date that it desires to terminate, amend, or modify this agreement. Such written notice shall be accomplished by forwarding to the other party any proposed amendments or modifications to the agreement.

Glossary

NTEU Officers: Any member of an NTEU Chapter who has been duly elected, in accordance with the NTEU Bylaws, to serve on a Chapter's Executive Committee. Currently, there are two such Committees, one for Chapter 213 and the other for Chapter 228. The Committee for Chapter 213 is composed of the President, Executive Vice President, 5 Vice Presidents, a Secretary and a Treasurer. The Committee for Chapter 228 is composed of the President, Executive Vice President, Vice President/Secretary, Vice President/Treasurer, and four Vice Presidents.

NTEU Stewards: Those non-elected individuals designated by Chapter Presidents to serve as Stewards for their respective chapters. Up to 32 individuals may be so designated. Additionally, NTEU Officers may engage in Stewardship activity and are entitled to official time for representation purposes and for appropriate steward training. Both NTEU Officers and NTEU stewards may present grievances. An updated list of Officers and Stewards is to be provided to the Employer, pursuant to Article 6, Section 6.02.

NTEU Representatives: All Officers and Stewards of NTEU. Additionally, this includes individuals specifically designated by Chapter Presidents or their designees to act on behalf of NTEU on a specific issue. These individuals will not present grievances. NTEU will notify the Employer of these designations as they are made

Days: Normally means working days, unless specifically identified as calendar days. Working days refer to normal business days, and include AWS and flexiplace days, but exclude recognized government holidays and days in which the government is closed, such as snow days or closures due to agency-wide funding lapses associated with continuing resolutions.

Official Time: Duty time for which NTEU officers, stewards, and/or representatives have been approved to work on union business. It is sometimes also used in reference to the time approved for other bargaining unit employees to pursue grievances. This time, however, should be categorized as administrative time.

Family: (Reference Article 27) for purposes of requesting leave under the various family friendly provisions, family is defined to include the following:

1) Spouse and spouse's parents;
2) Children, including adopted children, and their spouses;
3) Parents;
4) Brothers and sisters, and their spouses;
5) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

In witness whereof, the parties hereto have entered into this agreement.

For the Department of Energy Headquarters:

Richard A. Reda
Chief Spokesperson, DOE Headquarters Negotiating Committee

Stephen F. Durbin
Member, DOE Headquarters Negotiating Committee

Edward F. Kilroy
Member, DOE Headquarters Negotiating Committee

Barbara A. Sisson
Member, DOE Headquarters Negotiating Committee

Linda G. Sye
Member, DOE Headquarters Negotiating Committee

George M. Tengan
Member, DOE Headquarters Negotiating Committee

Thomas S. Ryder
On behalf of the Office of Defense Nuclear Nonproliferation

For the National Treasury Employees Union:

Margaret O'Herron
Chief Spokesperson, NTEU Negotiating Committee

Alan E. Knight
Member, NTEU Negotiating Committee

Joel L. Kristal
Member, NTEU Negotiating Committee

Ellis H. Maupin, Jr.
Member, NTEU Negotiating Committee

Mark E. Petts
Member, NTEU Negotiating Committee

Approved:

Timothy M. Dirks
Director, Office of Human Resource Management

Colleen Kelley
NTEU, National President

Effective Date:

APPENDIX A

"WEINGARTEN" RIGHTS:

5 U.S.C. 7114(a)(2) provides, in part:

> "An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at ... any examination of an employee in the unit by a representative of the agency in connection with an investigation if
>
> (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
>
> (ii) the employee requests representation."

I, _____, hereby certify that I received the statement of warning printed above on _____.

APPENDIX B

OFFICIAL TIME REQUEST AND REPORT FORM

NTEU representative	Supervisor (leave approving official)
Official time is requested in accordance with Article 7 of the CBA for the following reason(s): _____ *Negotiations* ____ *Dispute resolution* ____ *General labor relations* Location: _____ Date: _____ Est. time needed: _____	Request is denied because the following work situation requires the requesters' presence: _____ _____ _____ _____ _____ _____

Date & time submitted: _____ Date & time received: _____

---

separate here - bottom portion ONLY to be submitted to employee's time & attendance recorder

Employee's name: _____

Date of use: _____

Official time used: _____ Negotiations (01N); _____ Dispute resolution (01D);

and/or _____ General labor relations (01G)

_____ _____
Signature of leave approving official Date

APPENDIX C:
SAMPLE SUPERVISORY APPRAISAL OF POTENTIAL PERFORMANCE

Administrative & Staff Programs Team, MA-352, Room 4E-084, Forrestal Building, 1000 Independence Ave., Wash., DC 20585-0735

PLEASE HAVE THIS APPRAISAL COMPLETED BY YOUR SUPERVISOR
AND SUBMIT IT WITH YOUR APPLICATION TO THE ABOVE ADDRESS

SUPERVISORY APPRAISAL OF POTENTIAL PERFORMANCE

Announcement Number: XXX Position: XXX

Applicant's Name: _____

Basis for Appraisal					**Level of Potential Performance**				
Please place an "x" as appropriate: OJP - On-the-Job Performance FT - Formal Training OA - Outside Activities UA - Unable to Appraise				***RANKING FACTORS*** ***(Knowledges, skills, abilities, and personal characteristics)***	Please place an "x" as appropriate: 4 - Outstanding 3 - Above Average 2 - Satisfactory 1 - Weak 0 - None				
OJP	FT	OA	UA		4	3	2	1	0
				1. Ranking Factor 1 from the vacancy announcement					
				2. Ranking Factor 2 from the vacancy announcement					
				3. Ranking Factor 31 from the vacancy announcement					
				Etc. Depending on the number of Ranking Factors included in the announcement.					

NARRATIVE: Please include any other information pertinent to the applicant's potential knowledge, skills, or abilities and personal characteristics that may not be adequately expressed above. (Attach additional sheets if needed).

IN WHAT CAPACITY ARE YOU MAKING THIS APPRAISAL? (Please mark with an "x" as appropriate.)

_____ Present Immediate Supervisor _____ Present 2nd Level Supervisor _____ Other (Specify)
_____ Former Immediate Supervisor _____ Former 2nd Level Supervisor

PERIOD COVERED BY THIS APPRAISAL: From: To:

APPRAISER:

_____ _____ _____
Signature Date Daytime Telephone Number

(If this appraisal is submitted directly by the appraiser, the applicant, upon request, will be permitted to review and obtain a copy of it.)
OE F 3200.2 (9-96)