

Agreement

between
U.S. Department of Housing
and Urban Development

and
American Federation of
Government Employees
AFL-CIO

EFFECTIVE DATE 14

PREAMBLE

This Agreement is made and entered into by and between the United States Department of Housing and Urban Development, hereinafter referred to as "Management" and the American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union," together referred to as the "Parties."

Management and the Union agree that Labor-Management Relations within the Department are strengthened by the participation of employees in the formulation and implementation of personnel policies and practices relating to their conditions of employment and through constructive and cooperative relationships with labor organizations.

The Parties affirm that the public purposes to which the Department is dedicated can be advanced through understanding and cooperation achieved through collective bargaining as defined in Public Law 95-454. The provisions of this Contract shall be administered and interpreted in a manner consistent with the requirement of an effective and efficient Government.

The terms and conditions of this Agreement apply only to employees within the bargaining unit.

Now, therefore, the Parties hereto do agree as follows:

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Coverage and Recognition	1
2	Union Rights	2
3	Management Rights	3
4	Employee Rights	4
5	Midterm Negotiations	6
6	Labor-Management Relations Committee Meeting(s)	7
7	Union Representation and Official Time	8
8	Use of Official Facilities	10
9	Position Classification and Performance Appraisal	12
10	Within Grade Increase	14
11	Awards	16
12	Training	17
13	Merit Promotion and Internal Placement	18
14	Grade and Pay Retention	24
15	Reduction in Force, Reorganization, and/or Transfer of Function	26
16	Equal Employment Opportunity	27
17	Hours of Work	28
18	Overtime	29
19	Discipline	30
20	Unacceptable Performance	31
21	Adverse Actions	33
22	Grievance Procedure	35
23	Arbitration	38
24	Leave	40
25	Management Directed Participation in Outside Organizations	44
26	Employee Assistance Program	45
27	Safety and Health	46
28	Official Travel	47
29	Contracting Out	49
30	Personnel Research Programs and Demonstration Projects	50
31	Employee Personnel Records	51
32	Copies of Agreement	52
33	Dues Withholding	53
34	Supplements to this Agreement	55
35	Duration and Termination	56

ARTICLE 1
COVERAGE AND RECOGNITION

Section 1.01 Recognition.

- (1) The Union is recognized as the sole and exclusive representative for all bargaining unit employees as defined in the following Section of this Article.
- (2) As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to union membership.
- (3) Management agrees that in regard to the exclusive bargaining unit, it shall not enter into other agreements, understandings, or contracts with any other organization, association or union. Management agrees that in regard to the exclusive bargaining unit, it shall not do anything by custom or practice that shall contravene or violate this Contract except as required by law, Government-wide regulations, or other outside authority binding on Management.

Section 1.02 Office Coverage. Bargaining unit employees include both professional and non-professional employees of the offices listed on the certificates of representation which are attached as Appendix A and B.

Section 1.03 Position Exclusions. The following employees are excluded from the units and this Agreement does not apply to:

- (1) Any management official or supervisor;
- (2) A confidential employee;
- (3) An employee engaged in personnel work in other than in a purely clerical capacity;
- (4) Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed whose duties directly affect internal security, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity; and
- (5) Temporary employees with appointments not to exceed six (6) months or less and all temporary disaster employees.

Section 1.04 Coverage of Agreement. The terms and conditions of this Agreement apply to all employees in the bargaining unit.

Section 1.05 Scope. If the Union or local affiliate of the Union has become certified as the exclusive representative for any other employees employed by the Department not covered by this Agreement, this Agreement shall extend automatically to all employees covered by that certificate of recognition.

ARTICLE 2
UNION RIGHTS

Section 2.01 General. The Union is the exclusive representative of the employee in the unit it represents and is entitled to act for all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2.02 Formal Discussion. The Union shall be provided opportunity to be present at formal discussions between Management and bargaining unit employee concerning grievances, personnel policies and practices, and other general conditions of employment as defined in Public Law 95-454.

Section 2.03 Involvement. The Union shall have the right to be present during an employee grievance proceeding under the negotiated grievance procedure or during an employee's appeal proceedings under a statutory appeal right.

Section 2.04 Arbitration. The Union shall have the right to invoke the negotiated arbitration Article on a grievance not satisfactorily settled under the negotiated grievance Article.

Section 2.05 Delegation. The Union may delegate its authority under this Agreement to AFGE councils, officials, Headquarters, regional and local officers, Union stewards, or others. Management shall recognize such councils, officials, officers, stewards, or others as the designated representatives of the Union.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.01 General. In the administration of all matters covered by this Agreement, the Parties are governed by existing and future laws, Government-wide regulations, policies set forth in the Federal Personnel Manual, and other outside authorities binding on the Department. This includes published agency policies and regulations in existence at the time this Agreement was approved that are not in conflict with this Agreement.

Section 3.02 Management Rights. Nothing in this Agreement shall affect the authority of any management official:

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) In accordance with applicable laws--
 - (a) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (b) To assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted;
 - (c) With respect to filling positions, to make selections for appointments from--
 - (1) Among properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source; and
 - (d) To take whatever actions may be necessary to carry out the agency mission during emergencies.

ARTICLE 4
EMPLOYEE RIGHTS

Section 4.01 General. Each employee of the Department has the right, freely without fear of penalty or reprisal, to form, join, or assist the Union and affiliated locals or to refrain from any such activity. Employees shall be protected in the exercise of this right.

Section 4.02 Employee Right to Participate. Except as otherwise expressed provided in this Agreement and in Public Law 95-454, the right to assist a labor organization extends to participation in the management of the organization acting for the organization in the capacity of an organization representative including presentation of views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 4.03 Employee Concerns. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of Management and/or the Union.

Section 4.04 Employee Right to Grieve. The initiation of a grievance by an employee shall not cause adverse reflection on his/her standing with his/her supervisor or on his/her loyalty or desirability to the Department. Employees and Union representatives who have relevant information concerning any matter which remedial relief is available under this Agreement shall, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. Management shall not impose restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union representative for the purpose of representing to Management any matter or job related concern or of representing the employee before any Government agency or Management official. The extent to which official time is granted to employees and representatives is as provided in Article 7 of this Agreement.

Section 4.05 Employee Membership. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary payment by a member.

Section 4.06 No Discrimination. Management and the Union shall not discriminate against any bargaining unit employee because of age, sex, race, religion, color, national origin, handicap, or veteran status.

Section 4.07 Unit Employee Right to Representation.

- (1) Each unit employee shall be represented by the Union at an examination of the employee conducted by a representative of Management in connection with an investigation if -
 - (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

- (b) the employee requests representation.
- (2) If, during a meeting between a unit employee and a Management official, the unit employee believes the meeting may result in disciplinary action, the employee may request to be represented by the Union. If such a request is made, the Management official shall suspend the meeting. The unit employee shall immediately inform the Union. The Management official shall reschedule the meeting.
 - (3) When Management schedules a meeting for the purpose of disciplining an employee, Management shall inform the employee of his/her right to representation by the Union.
 - (4) At any meeting described in this Section in which attendance, participation, or representation by an official of the Union takes place, that official shall continue on official time as provided for in Article 7 of this Agreement.
 - (5) Management shall annually inform employees of their rights under this Section.

Section 4.08 Right to Petition Congress. The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of Congress, or to a committee or member thereof, may not be interfered with or denied.

Section 4.09 Right to Timely Compensation. Employees are entitled to their proper check at the proper time in the proper amount.

Section 4.10 Right to Choose Representative in Grievance or Appeal Action. Any unit employee may elect to:

- (1) Be represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any statutory appeal action; or
- (2) File a grievance under the negotiated grievance procedure or file an appeal under a statutory appeal right, whichever is appropriate under the terms of this Agreement. Where the negotiated grievance procedure is the appropriate procedure, it shall apply exclusively.

ARTICLE 5
MIDTERM NEGOTIATIONS

Section 5.01 Agreement Governs. As of the date of this Agreement, all pre-agreements, understandings, benefits, or practices applicable to unit employees both written and oral, are cancelled, except that any such agreements, understandings, benefits, or practices not specifically covered by this Agreement or are not in conflict with it shall remain in effect so long as they continue mutually acceptable to the Parties.

Section 5.02 Regulations. In prescribing Department regulations relating to personnel policies and practices and matters affecting conditions of employment, Management shall have due regard for the statutory requirement to negotiate with the Union.

Section 5.03 Changes During the Term of the Agreement.

- (1) During the term of this Agreement, Management shall transmit to the Union all proposed changes relating to personnel policies, practices, and matters affecting conditions of employment. These notices of proposed Management changes shall be referred to the Union for review at least forty-five (45) days in advance of any change, or as soon thereafter as is practicable.
- (2) Upon receipt from Management of such notice, the Union may, within twenty (20) days, request negotiations concerning the proposed change. Failure to make a timely request to negotiate shall be deemed to constitute acceptance of the changes by the Union. Failure to refer such materials to the Union in a timely manner shall be considered a basis for an unfair labor practice.
- (3) Upon timely request from the Union, the Parties shall meet within thirty days for the purpose of negotiating.
- (4) Changes that are negotiated or agreed to pursuant to this Section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.
- (5) The time limits set forth in this Section may be extended by mutual consent.

ARTICLE 6
LABOR-MANAGEMENT RELATIONS COMMITTEE MEETING(S)

Section 6.01 General. The Parties agree to participate in joint labor-management relations meetings at both the local Office and National levels.

Section 6.02 Purpose. The primary purpose of the joint labor-management relations committee shall be to promote and facilitate understanding, constructive and cooperative relationships between Union and Management. Committee meetings under this Article shall include routine exchanges of information and concern, but shall exclude negotiation.

Section 6.03 Meetings.

- (1) Local meetings shall be held at a time and place agreed to by the Parties' local representatives.
- (2) Meetings at the National level shall normally be held yearly. The meeting shall be scheduled at a mutually agreed upon time and date at Headquarters, Washington DC. The number of Union representatives at the National level shall not exceed the ten (10) representatives as designated under Article 7. At such time as the Union represents a majority of employees in any of the other three Regions, one additional Region-wide representative shall be authorized for each such Region. The Union participants' travel, per diem and subsistence expenses shall be equally divided by the Management and Union. National level meetings shall not exceed two (2) days duration except when agreed to by the Parties. The Parties may mutually agree to a second meeting during the year, with travel, per diem and subsistence expenses equally divided between the Parties. Either Party may invite one or more technical representatives to the meeting(s). The requesting Party shall pay all expenses arising therefrom.

Section 6.04 Agenda. The Parties' representatives shall attempt to develop an agenda composed of mutually agreed upon subjects for discussion prior to meeting. If a mutual agenda cannot be agreed upon before ten (10) workdays in advance of the meeting, the Parties shall agree to an agenda consisting of all items proposed for discussion by either Party with the exception of any item(s) objected to by either Party as being improper for discussion. The basis for such objection shall be transmitted to the other Party in writing in advance of the meeting.

Section 6.05 Representatives. Union representatives whose attendance is required to participate in joint labor-management relations committee meetings at the National and/or local level shall be entitled to official time from their point of departure to their point of return provided that the employee is otherwise in an official duty status and the departure and return are made in a timely manner.

Section 6.06 Midterm Negotiations at National Level. The Union if timely under Article 5 may elect to request midterm negotiations on matters covered by that Article immediately following a National meeting. Additional travel, per diem and subsistence expenses of all Union representatives shall be borne solely by the Union. Moreover, Management shall decide on a case-by-case basis the extent, if any, of Union representatives' travel and/or per diem expenses connected with Article 5 negotiations which as a rule shall not be paid for by the Department. Union representatives shall be on official time for the duration of the midterm negotiations.

ARTICLE 7
UNION REPRESENTATION AND OFFICIAL TIME

Section 7.01 General. National and local Office representatives shall be designated by the Union. These designated representatives shall be recognized as employee representatives for bargaining unit employees and shall be entitled to the use of official time under the provisions of this Article.

Section 7.02 Notice of Representatives. The Union shall provide the appropriate Management official with a list of the Union's designated National President, Headquarters and Regional Officials and local representatives as soon as practicable. This list shall be posted on appropriate bulletin boards. Management shall apprise supervisors of the names of these union representatives.

Section 7.03 Certification. The appropriate Union official shall certify to Office management in writing the name(s), title(s), duty location, and number(s) of each Union representative(s) and alternate(s) if any. Where more than one representative is appointed in accordance with the below formula, one representative shall at the same time be designated and serve as the primary Office representative. Only the Union shall select or appoint its representatives.

The number of representatives at a local Office location shall not exceed:

<u>Number of Unit Employees at Local Field Office(s)</u>	<u>Maximum Number Authorized</u>
Up to 24	1
25 to 69	2
70 to 109	3
110 to 129	4
130 to 139	5
140 to 199	6
200 to 249	7
250 or more	9
Headquarters	38

Section 7.04 Amounts of Time. A local Office employee designated as a representative may be granted up to ten (10) percent each of official time per month during the time the employee would otherwise be in a duty status. A designated principal representative in an Area Office may be granted up to (15) percent of official time per month during the time the employee would otherwise be in a duty status. Designated Region-wide representatives shall not exceed seven (7) in number plus one (1) in Headquarters for a total of eight (8) representatives. Designated Region-wide representatives shall be authorized up to twenty (20) percent each of official time per month during the time the employee would otherwise be in a duty status. The highest ranking National representative may be authorized up to fifty (50) percent of official time per month during the time the employee would otherwise be in a duty status. The second highest ranking National representative may be authorized up to twenty (20) percent of official time per month during the time the employee would otherwise be in a duty status. Time shall not accrue from month to month nor from

representative to another. The use of all representation time used by a representative shall be recorded and specifically annotated on report form Appendix C. Individual representative reports shall be submitted monthly to Management. The report form shall be provided by Management.

Section 7.05 Additional Time. The head of the local Office or designee shall consider granting reasonable amounts of additional time under the above Section upon presentation of acceptable written justification and when necessary and in the public interest.

Section 7.06 Procedure.

- (1) When it is necessary for a representative to use official time and/or leave his/her work area to perform representation functions, the employee shall first obtain approval from his/her immediate supervisor or designee. In the event the representation functions require the official to leave his/her work station to deal with another unit employee, the representative must in addition obtain advance approval from the unit employee's supervisor.
- (2) Approval under this Section shall be granted unless such absence would cause an undue interruption of work. If approval is denied or delayed, the reason shall be given as soon as practicable.

Section 7.07 Continuity. In the event of a reorganization, designated Union representatives shall continue to be recognized until new representatives can be designated.

ARTICLE 8
USE OF OFFICIAL FACILITIES

Section 8.01 Bulletin Boards.

- (1) Management shall provide space on designated bulletin boards for purposes in each building having bargaining unit employees. Bulletin boards shall be so located as to be accessible to employees.
- (2) Notices placed by the Union on bulletin boards shall not contain notices which would appear to identify it as the Department's material or that is sponsored or endorsed by the Department, or contain any scurrilous, libelous material or materials political in content.
- (3) All material placed on the board shall be on its face clearly identified as belonging to the Union. The Union shall maintain the bulletin boards in the best of appearance at all times.

Section 8.02 Distribution of Union Material.

- (1) Management shall permit Union officials to distribute Union sponsored information on the Department's premises in work areas to include non-work areas before and after scheduled working hours and/or in non-work areas during breaks and lunch periods.
- (2) Management agrees to deliver preaddressed bulk material to the principal Office representative through the Department's pouch mail system. Each container shall be specifically addressed to the named Union official at the specific office and be plainly identified as Union material. The mailing shall be delivered to the appropriate Headquarters Management representative accompanied by a written request. It shall be sent out as soon as practical.

Section 8.03 Meeting Space for Union Business. Upon advance written request to the extent space is not at the time being used for other purposes, Management shall make available meeting space for the Union's scheduled meetings and unscheduled meetings before or after working hours, and during lunch periods. Private meeting space shall be available for individual Union representative/employee discussion when arranged on an ad-hoc basis by verbal request. When the request is of an emergency nature, priority consideration shall be given to the Union representative making space available.

Section 8.04 Local Calls. Union representatives may use available telephones for local calls while performing local Office representation functions.

Section 8.05 Use of FTS.

- (1) Only the Union's principal Office representative and ten (10) National Office representatives may use available telephones for interoffice FTS calls while performing representation functions. At such time as the Union represents a majority of employees in any of the other three (3) Regions, one additional Region-wide representative shall be authorized for each such Region. Representatives' names shall be kept on record with the local and National Office.

Management officials. The designated Union representatives must maintain a log of all such FTS calls on form Appendix D which shall be submitted to the appropriate Management official at the end of each month. If the Office's principal representative or National level representative is absent, his/her designee shall be authorized to use the FTS under this procedure. The report form shall be provided by Management.

- (2) All other long distance calls shall be made at the Union's expense unless such calls have been requested in writing and approved by Management in advance.
- (3) Should Management believe that telephone usage is not in accordance with this Article, the Union representative shall be notified of the non-compliance. Informal resolution of the matter should be made if possible. Failing to resolve the matter informally between the local parties, Management shall advance the matter to the principal Office representative prior to termination of telephone usage in any bargaining unit Office.

Section 8.06 Information on Personnel. Upon request, Management shall provide to the Union personnel data which is normally maintained, readily available, and not prohibited by law and which does not constitute guidance, advice, counsel, or training provided for Management Officials or supervisors.

Section 8.07 Official Publications. To the extent practical in Headquarters, Regional and Area Offices, Management agrees to allow Union representatives and employees access to review public information maintained in that Office including existing or future laws; the Federal Personnel Manual, and Departmental personnel policies and regulations. Union Representatives shall have access to published materials used in that Office for personnel administration. Management shall provide to AFGE Headquarters and to the Union in Headquarters and in each Regional and Area Office a copy of the Department's personnel issuances.

Section 8.08 Office Equipment. Management shall upon request by the local Union official and if available, furnish a lockable file cabinet and suitable space for placing a file cabinet. The Union also shall have access to a typewriter, to the extent available.

ARTICLE 9
POSITION CLASSIFICATION AND PERFORMANCE APPRAISAL

Section 9.01 Position Classification. The Parties agree to the principle pay for equal work. Complete and accurately written position description procedure available for the realization of this principle. Therefore, Management shall maintain written accurate, complete, and numbered position descriptions for each employee. Position descriptions of the same title, series, grade, and assignments under the same supervisor, as defined in Public Law 95-454, to the extent practicable, be uniform. Management shall provide each employee a complete, accurate and current copy of his/her position description. The description shall reflect the significant recurring duties assigned to the employee.

Section 9.02 Performance Appraisal System. The performance appraisal shall, to the extent practicable, provide a fair, accurate, and objective evaluation of job performance. Each employee's evaluation shall be directly related to official duties. Management shall provide assistance to employees in meeting performance standards.

Section 9.03 Critical Elements. Critical elements shall be based on the duties contained in the official written description of the employee's position. To the extent practicable, critical elements should be related to the grade and duties of a position. Critical elements shall be communicated in writing to each employee at the beginning of the rating period.

Section 9.04 Performance Standards. Standards used for the evaluation of performance shall be fair, valid, objective, reasonable and directly related to the employee's official position description. They shall be developed and applied in a fair and equitable manner. Standards of performance shall make allowance for factors beyond the employee's control. Such standards shall be communicated in writing to each employee at the beginning of the rating period.

Section 9.05 Annual Performance Appraisal. An employee's annual performance appraisal shall be based on the critical elements and the performance standards communicated in writing to the employee at the beginning of the rating period. The annual performance appraisal which explains the basis for the rating shall be communicated in writing and a copy shall be given to the employee. Each employee shall be given adequate opportunity to improve his/her performance.

Section 9.06 Written Notice. Management shall make a sincere effort to assist each employee in improving his/her performance to a satisfactory level. To that end, Management shall give employees a written warning at least thirty (30) days before issuing any statutory notice of proposed action in accordance with Article 2. In no case shall the decision to take action be based on matters not stated in the proposed notice.

Section 9.07 Assignments. Union representatives shall not be penalized in their rating for carrying out their labor management representational functions under the terms of this Agreement and the provisions of Public Law 95-454. Reasonable workload adjustments shall be made by supervisors and higher Management officials in order that Union representatives may carry out their functions.

Section 9.08 Training. Management shall provide training and orientation for employees on the performance appraisal system.

Section 9.09 Notice to the Union. Management shall inform the Union of any and all studies it conducts bearing on performance appraisals. Management shall also inform the Union of any Department-wide changes in performance standards.

Section 9.10 Established Performance Standards. The Union may submit recommendations to Management on established performance standards and Management shall give those recommendations sincere consideration.

Section 9.11 Employees Reassigned or Detailed. Employees who are detailed to classified positions or reassigned to another position shall be furnished a copy of the position description. The critical elements and performance standards shall be discussed with the employee upon detail or reassignment.

Section 9.12 New Employees. New employees shall be informed of all critical elements and performance standards as part of their initial orientation.

ARTICLE 10
WITHIN GRADE INCREASE

Section 10.01 Advance Notice to Supervisor. Upon receipt of an advance the supervisor shall evaluate the performance of the employee concerned. If the evaluation reveals performance deficiencies that could be the basis for withholding a scheduled within-grade increase, the supervisor shall so advise the employee in writing.

Section 10.02 Advance Notice to Employee. The notice advising an employee concerning a possible within-grade increase denial shall be issued at least (90) days prior to the completion of the scheduled waiting period. The notice should indicate the specific performance deficiencies and the measures that have been taken to help the employee improve performance. The employee should be advised that if an acceptable level of work performance is not reached by the end of the waiting period, the employee's within-grade increase shall be withheld. The employee's ninety (90) day advance notice may not delay or otherwise affect the determination required to be made at the completion of the waiting period.

Section 10.03 Performance Review. The determining official shall review and evaluate the employee's performance, determine the acceptability of the employee's performance, and record the determination to the extent possible before the end of an employee's waiting period.

Section 10.04 Unacceptable Level of Competence. When an employee's level of competence is determined to be unacceptable, the determining official shall advise the employee and notify the employee that the within-grade increase shall be deferred. Such notification shall be in writing and given to the employee no later than the final day of the waiting period. It shall specify the following:

- (1) The reason for the negative determination;
- (2) That the employee has a right to request, in writing, a reconsideration of the negative determination, provided the request is made within fifteen (15) days of the employee's receipt of the negative determination;
- (3) The name of the reconsideration official to whom the employee may submit a request for reconsideration;
- (4) That the employee may have a representative of his/her choosing in presenting his request to the reconsideration official; and
- (5) That the employee may contest the basis for the negative determination in writing.

Section 10.05 New Determination. If a determining official makes a new determination for an employee who did not receive a ninety (90) day advance notice of a possible denial of a within-grade increase, a new determination respecting the acceptability of the employee's performance shall be made not more than sixty (60) days after the date on which the employee completed the waiting period.

Section 10.06 Reconsideration. An employee wishing to secure a reconsideration of a negative determination must submit a written request to the designating official.

reconsideration official within fifteen (15) days from the date of receipt of the notice of negative determination. If the employee desires an extension of the time period for filing, a request with supporting reasons should be forwarded to the reconsideration official.

Following the date of receipt of an employee's request for reconsideration, the reconsideration official shall notify the employee in writing with respect to:

- (1) The right of the employee to have a representative of his/her own choosing in presenting his request.
- (2) The opportunity for the employee to contest, personally and in writing, the basis for the negative determination.

The reconsideration official shall arrange for the preparation of a written summary or record of the personal presentation by the employee if such presentation is made. Copies shall be given to the employee or his/her representative with the right to file a written exception to it.

Section 10.07 Notice of Decision. On or before fifteen (15) days following the date of receipt of the employee's written presentation, or the date of the completion of a personal presentation, whichever is later, the reconsideration official shall issue a notice of decision to the employee. If the negative determination is sustained, the notice of decision shall inform the employee:

- (1) Of his right to file an appeal with the Merit Systems Protection Board; and
- (2) That any such appeal must be submitted in writing and filed with the appropriate office of the Merit Systems Protection Board not later than fifteen (15) calendar days after the employee's receipt of the notice of decision.

If the decision reverses the negative determination, the employee becomes eligible for a within-grade increase effective on the date the increase would have been effected if the negative decision had not been made.

Section 10.08 Reconsideration File. When an employee files a request for a reconsideration of a negative determination, the reconsideration official shall establish a reconsideration file. The file shall include copies of:

1. The written negative determination and supporting documentations;
2. The employee's request for reconsideration;
3. The report of investigation if an investigation was made;
4. The written summary or record of any personal presentation; and
5. The decision of the reconsideration official.

Section 10.09 Twelve Month Redetermination. When a determination is made that an employee's work is not of an acceptable level of competence and the determination is final, the determining official shall make a redetermination within fifty-two (52) calendar weeks following the end of the waiting period to which the negative determination applied. If the new determination is favorable to the employee, the effective date of the within-grade increase is the first day of the first pay period beginning on or after the date of the new determination. If the new determination is negative, the employee is entitled to a notice of negative determination, the right to reconsideration by a reconsideration official, and the right to appeal to the Merit Systems Protection Board if the negative determination is sustained upon reconsideration.

ARTICLE 11
AWARDS

Section 11.01 General. Management shall give due consideration to bargaining unit employees in granting awards.

Section 11.02 Report. Management shall, upon request, provide the Union of the annual performance awards report. Management shall consider concerns and suggestions regarding shortcomings in the performance program.

Section 11.03 Honorary Awards. Management shall inform the Union when an employee is selected for one of the Secretary's honorary awards or the Department's nominee for an outside honorary award.

ARTICLE 12
TRAINING

Section 12.01 General. Training and development of employees within the bargaining unit is a matter of importance and in the public interest. Management agrees to provide opportunity for and consider input from the Union in order to continue to maintain forward looking, effective policies and programs designed to primarily:

- (1) Aid employees in improving performance in current positions; and
- (2) Provide career mobility opportunity within the Department.

Section 12.02 Outside Training. Management shall consider providing out-service training to employees upon request. The decision to pay for outside employee training is a Management decision made prior to any commitment of funds. Funds for this purpose must be obligated and approved before the training begins. Employees shall be entitled to be compensated based on successful completion of the training for those items including costs of registration, tuition, books, and materials to the extent covered by regulation.

Section 12.03 Training Plans. When the Training Plan in an Office is being developed, the Training Committee shall meet to develop recommendations for the Plan. The Committee shall also review the effectiveness of the Training Plan and make recommendations to remedy shortcomings. The Committee shall include Union representation.

ARTICLE 13
MERIT PROMOTION AND INTERNAL PLACEMENT

Section 13.01 General.

- (1) This merit promotion and internal placement system shall regulate the filling of bargaining unit positions by means of fair and equitable procedures.
- (2) This system shall be administered by the Parties so as to enable individuals to be evaluated and considered according to their merit and ability.
- (3) All positions in the bargaining unit in the competitive service that are filled by promotion shall be filled with the best qualified candidates. All bargaining unit employees shall be provided the opportunity to develop and advance their full potential according to their capabilities.

Section 13.02 Actions Covered. The provisions and requirements of this section apply to the following personnel actions:

- (1) Temporary promotions over seventy-five (75) days to higher grade positions;
- (2) Selection for details for more than seventy-five (75) days to a higher grade position or to a position with known promotion potential;
- (3) Selection for training which is given primarily to prepare an employee for advancement and is required for promotion;
- (4) Reassignment or demotion to a position with more promotion potential than the position last held (except as permitted by the reduction in force provisions of the Office of Personnel Management);
- (5) Transfer to a higher grade position; and
- (6) Reinstatement to a permanent or temporary position at a higher grade than the last grade held in a non-temporary position in the competitive service.

Section 13.03 Actions Not Covered. Exceptions to this promotion and internal placement system shall be in accordance with applicable laws and Government-wide regulations. This includes the following personnel actions:

- (1) A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error;
- (2) Promotions resulting from reclassification actions;
- (3) A position change permitted by Government-wide reduction in force provisions;
- (4) Career promotions;
- (5) A position change from a position having known promotion potential to a position having no higher potential;
- (6) A temporary promotion of seventy-five (75) days or less;
- (7) Repromotion to a grade or position from which an employee was demoted without personal cause and not at his or her request; and
- (8) Consideration of a candidate not given proper consideration in a competitive promotion action.

Section 13.04 Locating Candidates and Publishing Vacancy Notices.

(1) Methods of Locating Candidates

All vacancies in the bargaining unit shall be filled by advertising unless a particular vacancy is filled by an action specifically excepted from merit promotion procedures by applicable laws, Government-wide regulations, this Agreement. This advertising shall be done by posting announcements on bulletin boards within the area of consideration.

(2) Areas of Consideration. The minimum areas of consideration shall be:

Department-wide	GS-13, 14 and
Region-wide or throughout Headquarters	GS-12
Local Commuting Area	GS-11 and below

When a reasonable number of candidates fail to apply in response to a vacancy announcement, the minimum area of consideration may be expanded.

Section 13.05 Vacancy Announcements and Vacancy Application Procedures.

(1) Content of Vacancy Announcements.

- (a) Title, series and grade of the position and the vacancy announcement number and date;
- (b) Geographic and organizational location;
- (c) Summary statement of the principal duties and responsibilities;
- (d) Minimum Office of Personnel Management requirements and any special agency requirements;
- (e) Selective Placement Factors, if any, expressed in terms of knowledge, skills and abilities required to qualify for the position;
- (f) The number of vacancies to be filled (If the number changes, an amendment will be issued.);
- (g) Where additional information may be secured;
- (h) Where applications should be sent and what they should include;
- (i) Opening and closing dates;
- (j) If the vacancy is one with "known promotion potential" and a subsequent promotion may be made without using competitive procedures, a statement to this effect shall be included in the announcement;
- (k) A statement on Equal Employment Opportunity;
- (l) The method to be used to evaluate qualified candidates;
- (m) The area of consideration;
- (n) Any necessary written test; and
- (o) Quality ranking factors.

(2) Opening and Closing Dates. The number of days that a vacancy announcement is open shall be determined by its area of consideration. Positions advertised Department-wide shall be open a minimum of four (4) weeks. Positions advertised Region-wide shall be open a minimum of two (2) weeks. Positions advertised in the local commuting area shall be open a minimum of two (2) weeks. The opening and closing dates shall be noted on the vacancy announcements. Extensions of the closing date shall be done by an amendment to the announcement and a copy shall be given to the Union.

(3) Applications.

- (a) Applicants are responsible for providing full and complete information as to their qualifications for the vacancy. Management shall consider applications received up to the time the panel convenes.

- (b) Advance applications may be submitted by bargaining unit employees for bargaining unit positions. The application must clearly indicate the position the employee wishes to be considered for and be submitted to the servicing personnel office. Such applications shall remain open for six months from the date received. Employees who travel frequently are encouraged to file advance applications.
- (4) Multiple Grades and/or Multiple Vacancies.
 - (a) Multiple Grades. When a vacancy announcement is issued for multiple grade levels, all candidates shall be evaluated separately by grade but shall be certified on one certificate by grade level groupings.
 - (b) Multiple Vacancies. Two or more vacancies may be advertised on the same vacancy announcement only if they are identical with respect to the series, title, grade(s), minimum and special qualification requirements, evaluation factors, and their relative importance, duty station and organizational location, selecting official, and any other conditions such as travel requirements.
- (5) Cancellation of Vacancy Announcements. Announcements shall be cancelled by issuing an amendment to the original announcement. The cancellation notice shall be posted in all areas where the original notice was posted by the means of notifying applicants.
- (6) Assistances to Applicants. For announced vacancies, the Servicing Personnel Office shall assist employees in making application for the vacancy including assistance in completing their application forms and filing for necessary Office of Personnel Management examinations.

Section 13.06 Evaluation of Candidates.

- (1) Qualified applicants for vacancies to be filled through the competitive procedures of this promotion and internal placement policy shall be referred to a panel consisting of three (3) to six (6) members. As a minimum, three of the members must be fully participating rating members. When there are fewer than six (6) qualified candidates, all of them may be referred to the selecting official; a panel shall not be convened. A personnel representative shall be a required member of the panel, but shall not serve as a voting member. The personnel representative is responsible for insuring that the panel is administered in accordance with applicable laws and Government-wide regulations. The remaining members shall be:
 - (a) A Union representative with knowledge of the position's subject matter. The Union representative shall be selected by the Union from the list provided by Management;
 - (b) One or more representatives designated by Management with knowledge of the position's subject matter;
 - (c) One representative designated by Management with knowledge of the Department's Affirmative Action Program.
 - (d) The selecting official shall not be a member of the panel.
- (2) Rating members of the panel must evaluate candidates in terms of their experience, training and education, performance appraisals, award and other achievements. They must take into consideration the total background information on candidates as obtained from the application form, performance evaluation reports, and written test results, if any. If necessary, the panel may advise the personnel representative for verification of the information submitted by the candidate.

(3) General Rating Instructions.

- (a) The raters are to study the principal work assignments and the essential evaluation factors. They are to indicate the degree to which the candidate possesses these essential traits for the job to be filled by assigning a quality rating to each factor;
- (b) The raters are to record the basis of their ratings. Ratings may be done jointly or individually and then averaged;
- (c) An employee's accumulation of annual or sick leave time shall not be a factor in the evaluation;
- (d) Raters should be careful to make sure of consistency in evaluating the candidates against the requirements of the vacancy, and that those in the best qualified group have demonstrated that they are better qualified than those in the highly qualified group; and
- (e) Appendix G describes the method(s) and other information related to the rating process.

- (4) Scheduling Panels. Management shall schedule panels and give a three (3) workdays advance notice to the Union. If the Union does not have a qualified representative available, the panel shall proceed on schedule and to completion.

Section 13.07 Candidates Certified as Best Qualified.

(1) General Certification Requirements.

- (a) From the list of candidates rated eligible, a number of the best qualified candidates shall be certified for selection;
- (b) The candidates shall be listed in alphabetical order on the promotion certificate; and
- (c) The promotion certificate shall be valid only for the position or positions advertised.

- (2) Number to be Certified. A reasonable number of best qualified available candidates shall be certified to the selecting official. The number of qualified and eligible applicants on the best qualified list should normally not be less than three (3) or more than five (5).

- (3) Extending the Search. Ordinarily, the search may be extended if there are less than three (3) qualified candidates and the search is likely to increase this number in a reasonable period of time.

- (4) Certification for Multiple Vacancies. Separate certificates shall be issued for each separate vacancy. However, if two (2) or more vacancies are advertised on the same vacancy announcement and such vacancies are identical with respect to series, title, grade(s), minimum and special qualification requirements, evaluation factors and their relative importance, duty station and organizational location selecting official, and in all other respects, the candidates resulting from such an announcement shall be listed on a single certificate. In such cases, two (2) additional names shall be added for each vacancy to the number cited in subparagraph (2) of this Section.

- (5) Additions to the Certificate. In the event of declinations after certification, additional candidates may be added to the certificate in accordance with the general rule as to the number to be certified.

- (6) Validity of Certificates. Certificates are valid until a selection or other decision has been made. However, if a selectee declines before assuming the duties of the vacancy, the certificate may be used again to make a selection.

The same certificate may be reused within sixty (60) days for ad identical positions.

- (7) Reevaluation. Requests for reevaluation shall be honored provided t request is made in writing prior to the selection.

Section 13.08 Selection.

- (1) Action by the Selecting Official.
 - (a) The selecting official is entitled to select from any of the candid the best qualified list. The selecting official is expected to r selection within thirty (30) calendar days following receipt certificate.
 - (b) If selection of an applicant has not been made within thirty (30 after the panel has rated the candidates, Management shall info Union in writing of the reason for delaying the selection.
- (2) Interviewing Candidates.
 - (a) The selecting official or designee shall conduct a personal inti with each candidate on the certificate. If the candidate is k outside of the local commuting area, the interview may be by phone.
 - (b) Supervisors shall release employees for such interviews for the sary length of time.
- (3) Notification to Candidates.
 - (a) Non-selected employees who were certified but not selected sh informed of non-selection;
 - (b) Upon request employees shall be informed as to what is necessa self improvement in order for them to improve their opportuniti promotion.

Section 13.09 Effective Dates of Promotions.

- (1) Release for Placement. An employee selected for a position shall be rel from the former position at the earliest practical date after approval c action, but not later than the end of the second complete pay p following the date of selection.
- (2) Effective Dates of Promotions. Appointing officials may approve effective dates when an employee is nearing the end of a waiting period within-grade increase. Consideration should be given to effecting promotion action at the beginning of a pay period on or after the effe date of the within-grade increase, provided such action would benefi employee.

Section 13.10 Information.

- (1) General Information on the Merit Staffing Plan.
 - (a) Copies of the Plan. Copies of this negotiated merit staffing plan be maintained by the Servicing Personnel Office for consultation employees upon request.
 - (b) Periodic Issuances. Periodically, information on the plan and employees may file for vacancies shall be provided for bargaining employees.

- (c) Information on Certificates. Upon request, the Union may have access to information on the certificate that is not prohibited by law, rule, or regulation.
- (2) Information on Selection.
 - (a) General Announcements. Monthly announcements of persons selected for positions within the preceding period shall be posted at the locations at which vacancies are advertised and copies shall be given to the Union.

Section 13.11 Union-Management Review of Merit Staffing Actions. Upon request, appropriate Union and Management representatives shall review and audit any merit staffing records pertaining to unit employee positions. Information prohibited by law, rule and regulations under the Privacy Act shall not be disclosed. Such reviews shall take place as soon as practical after Management has received formal request from the Union following the merit staffing action. If discrepancies are discovered, corrective action will be taken as soon as practicable, but no later than two (2) pay periods after a decision has been made.

ARTICLE 14
GRADE AND PAY RETENTION

Section 14.01 Employee Coverage. All employees, except those temporary or term appointments, are entitled to retain their grade for two years when, through no fault of their own, they are placed in a lower grade because of reclassification action or application of reduction-in-force providing the following criteria are met:

- (1) Reclassification. If an employee's position is reclassified to a lower grade, the position must have been classified at the higher grade for at least one year immediately preceding the change to lower grade.
- (2) Reduction-in-Force. If an employee is placed in a lower grade through application of reduction-in-grade procedures, the employee must have been at a higher grade for fifty-two (52) consecutive weeks immediately preceding placement in a lower grade.

Section 14.02 Retained Grade Benefits. Eligible employees are entitled to retain their retained grade for two years, unless they decline a reasonable offer of a properly classified position at the same grade as their retained grade.

Section 14.03 Reasonable Offer. For the purpose of applying Section 536 of the Civil Service Reform Act, a reasonable offer is a written offer attached to a position description to a permanent properly classified position if the employee qualifies at the employee's retained grade or a higher grade--

- (1) in the employee's commuting area if the employee's retained grade is GS-12 or below and he/she is located outside the contiguous United States (the first 48 states united to form the United States);
- (2) anywhere within the employee's Region (if part of the contiguous United States) or throughout Headquarters (if a Headquarters employee whose retained grade is GS-12 and he/she is located in the contiguous United States); or
- (3) Anywhere in the contiguous United States if the employee's retained grade is GS-13 or above and he/she is located in the contiguous United States.

Section 14.04 Definition of Commuting Area. Commuting area is defined as a geographic area that usually constitutes one area for employment in which an employee lives and reasonably can be expected to travel back and forth daily from their place of employment at the time the employee becomes eligible under the Plan for retained grade benefits, except that they shall not cross regional boundaries nor shall they mix Headquarter's employees with Regional employees.

Section 14.05 Actions Required of Eligible Employees. Eligible employees are responsible for submitting upon request an updated SF-171, Personal Qualification Statement, within twenty (20) working days from their receipt of notification that they are eligible for placement consideration. If an employee does not submit an updated SF-171, the most recent SF-171 in his/her Official Personnel Folder will be used.

Employees are responsible for submitting upon request appraisals of performance and/or other forms and information necessary for consideration for promotion to higher positions.

Employees are responsible for responding to reasonable offers within twenty (20) working days of receiving the offer. If no response is made, the employee is considered to have declined the offer.

Section 14.06 Appeal Rights. Employees who are terminated from this Plan as the result of declining a reasonable offer may appeal the termination to the Office of Personnel Management, but may not grieve under the negotiated grievance procedure of this Agreement. A written appeal must be submitted not later than fifteen (15) calendar days after the termination of grade retention benefits. The appeal must state the reasons why the employee believes the offered position was not a reasonable offer.

ARTICLE 15
REDUCTION IN FORCE, REORGANIZATION, AND/OR TRANSFER OF FU

Section 15.01 General. This Article governs reduction in force, reorgan and/or transfer of function. It includes the separation, demotion, reassignment, furlough of bargaining unit employees caused by one, or any combination, of events. The activities covered in this Article shall be accomplished in accordance with applicable laws, rules, regulations, and this Agreement.

Section 15.02 Union Notification.

- (1) When it is determined that any of the actions stated in this Article are necessary and the scope of the action affects twenty-five (25) or more bargaining unit employees, Management shall inform the Union at the National level and in the affected offices. If less than twenty-five bargaining unit employees are affected, then Management shall notify principle local Union representatives.
- (2) Formal written notification shall be given to the appropriate Union representatives no less than sixty (60) days in advance of the anticipated effective date, or as soon thereafter as is practicable.
- (3) As soon as it is available for disclosure and upon request, Management shall provide the Union with specific information concerning the matter.

Section 15.03 Employee Notification.

- (1) An individual employee who is adversely affected by actions stated in this Article shall, as a minimum, be given specific notice not less than thirty (30) days in advance of the effective date.
- (2) An individual employee who is geographically transferred, demoted, or separated because of reduction in force, reorganization, or transfer of function shall be given notice at least sixty (60) days in advance of the proposed effective date.

Section 15.04 Negotiations with Union. Upon receipt of written notification of an action under this Article which adversely affects bargaining unit employees, the Union may request negotiations in accordance with the provisions and requirements of Article 5.

Section 15.05 Competitive Areas. Competitive areas shall be considered to be local commuting areas except that they shall not cross Regional boundaries nor shall they mix Headquarters employees with Regional employees.

Section 15.06 Competitive Levels.

- (1) Competitive levels shall contain positions that share a similarity of responsibilities, pay schedules and terms of appointment; and a similar requirement for experience, training, skills, and aptitudes.
- (2) No competitive level shall contain a position that has not been classified.
- (3) Upon request, competitive levels developed by Management shall be provided to the Union for its review and comment prior to implementing a reduction in force, reorganization, or transfer of function.

Section 15.07 Employee Assistance. Management shall attempt to assist employees who request counseling on questions or problems caused by the reorganization or transfer of function.

ARTICLE 16
EQUAL EMPLOYMENT OPPORTUNITY

Section 16.01 General. There shall be no discrimination as prohibited under law, rule, or regulation because of race, color, religion, sex, national origin, age, handicap, marital status, or political affiliation. The Parties agree to promote the full realization of Equal Employment Opportunity (EEO) through a positive and continuing effort.

Section 16.02 EEO Committee. When the Affirmative Action Plan in an Office is being developed or revised, the EEO Committee shall meet to develop recommendations for the Plan. The Committee shall include Union representation. The Committee shall also review the effectiveness of applicable EEO Plans and Programs and to make recommendations to remedy shortcomings in them.

Section 16.03 EEO Counselors. When appointing and training EEO Counselors, Management shall appoint and train EEO Counselors selected from a list of nominees which shall include the names of any employees who have been nominated by the Union. Counselors shall not be Union officers or stewards.

Section 16.04 Employee Discrimination Complaints. Discrimination complaints shall be processed in accordance with statutory procedures and not under the Agreement's grievance-arbitration procedure. Management shall notify the principal Union representative of remedial or corrective actions which impact the bargaining unit employees as a result of resolution of EEO complaints.

ARTICLE 17
HOURS OF WORK

Section 17.01 Standard Work Week. The work week for permanent full-time employees shall be forty (40) hours per week, eight (8) hours per day. The work week schedule for any part-time employee shall be within the discretion of Management.

Section 17.02 Changes in Work Week. Any employee affected by an involuntary change in the work week and/or hours of work shall be given an advance notice of no less than five (5) days. If a group change is made, involving ten (10) or more employees, the Union shall be notified prior to notifying the employees.

Section 17.03 Rest Breaks. Authorized rest breaks, not to exceed fifteen (15) minute periods twice a day, shall be scheduled so as not to interrupt the work of the Department.

Section 17.04 Tours of Duty. The Parties agree to support the concept of multiple tours of duty in order to meet an employee's need when consistent with the requirements of the Department and permitted by law. The employee's starting and quitting times shall be uniform. An employee within an organizational unit who expresses a need to work another tour of duty shall through consultation with Management and if consistent with the needs of the Department be assigned that tour of duty. Management retains the discretion to alter any employee's hours of work under this Section when Management believes the altered tour of duty is more effective or efficient.

ARTICLE 18
OVERTIME

Section 18.01 Compensation for Overtime Work. Employees shall be compensated for overtime work in accordance with governing law, rule, and regulation. Fifteen (15) minutes is the minimum period of overtime that may be authorized.

Section 18.02 Assignment of Overtime Work.

- (1) Overtime shall normally be assigned to employees who perform work of the same nature during the time falling within their basic work week. Assignments of overtime shall be made on a fair and equitable basis. Management shall, to the extent practicable, see that all unit employees have an opportunity to participate in overtime work. Consistent with the needs of the Department, Management shall consider volunteers for overtime work. Upon request, Management shall excuse employees from overtime assignments provided the employee has a valid reason for the request and Management determines that a comparably qualified employee is available for the assignment.
- (2) An employee's request for compensatory time shall not be a factor in determining overtime assignments. Overtime assignments shall not be used as a reward or punishment. However, Management maintains the right to base overtime assignments on work priorities and levels of performance.
- (3) In the assignment of overtime work, Management shall, to the extent practicable, provide unit employees with two (2) days advance notice. If less than two (2) days notice is given, employees shall not be denied the opportunity to work overtime solely on the basis of leave usage.

Section 18.03 Call-Back Time. Employees called into work outside of an unconnected with their basic work week shall be paid overtime for at least two (2) hours of work. Management shall, to the extent practicable, schedule such work for at least four (4) hours but not more than eight (8) hours per day.

ARTICLE 19
DISCIPLINE

Section 19.01 General.

- (1) A disciplinary action for the purposes of this Article is defined as a admonishment and/or reprimand or a suspension from employment for ten (14) days or less.
- (2) No bargaining unit employees shall be the subject of a disciplinary action except for just and sufficient cause as will promote the efficiency of the Department.
- (3) At any meeting between an employee and a Management official, where an employee reasonably believes may result in disciplinary action, the employee shall have the right to a Union representative as provided for in Article 22.

Section 19.02 Procedures. If Management proposes to suspend an employee for fourteen (14) days or less, the following procedures shall apply:

- (1) Management shall provide the employee with at least ten (10) days a written notice, stating the reasons for the proposed action with sufficient specificity so as to enable the employee to prepare a response.
- (2) The employee may respond orally and/or in writing within seven (7) days, including the opportunity to furnish affidavits and/or other documentary evidence, in support of the response. Extensions to this time period may be granted if requested in writing by an employee or designated representative for demonstrated and valid reason.
- (3) In responding under this Article, the employee may be represented by an attorney or other representative.
- (4) Management shall issue a final written decision as soon as practicable, stating the specific reasons, including a statement of the employee's right to grieve as provided for in Article 22.

Section 19.03. Copies of the notice of proposed action, the answer of the employee if written, a summary thereof if made orally, the notice of decision and the reasons therefor, and any order effecting the admonishment/reprimand or suspension together with any supporting material, shall be maintained by Management. Copies shall be furnished to the employee affected. Copies shall be furnished to the Systems Protection Board upon its request.

Section 19.04 Exclusions. This Article does not apply to employees (1) who are on excepted service, or (2) who are serving a probationary or trial period upon initial appointment, or (3) who have not completed one year of continuous employment in the same or similar positions other than a temporary appointment limited to one (1) year or less.

Section 19.05 Authority. This Article is subject to applicable laws, Government-wide regulations, and outside authority binding on Management.

ARTICLE 20
UNACCEPTABLE PERFORMANCE

Section 20.01 Procedures.

- (1) Subject to the provisions of this Article and applicable law, Management may reduce in grade or remove an employee for unacceptable performance.
- (2) An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
 - (a) A thirty (30) day advance written notice of the proposed action which identifies:
 1. specific instances of unacceptable performance by the employee on which the proposed action is based;
 2. the critical elements of the employee's position involved in each instance of unacceptable performance; and
 3. the notice period under this Section shall be amended to include any regulation published by the Department during the term of this Agreement providing for extensions of the notice period.
 - (b) Be represented by an attorney or other representative.
 - (c) A reasonable time, but no more than ten (10) days, to answer orally and in writing. Extensions to this time period may be granted if requested in writing by an employee or designated representative for demonstrated and valid reason.
 - (d) A written decision which:
 1. specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and
 2. unless proposed by the Secretary, has been concurred in by an employee who is in a higher position than the employee who proposed the action.

Section 20.02 Decision. The decision to retain, reduce in grade, or remove an employee:

- (1) shall be made within thirty (30) days after the date of expiration of the notice period; and
- (2) in the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee:
 - (a) which occurred during the one year period ending on the date of the notice under this Article; and
 - (b) for which the notice and other requirements of this Article are complied with.

Section 20.03 Improved Performance During Notice Period. If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one year from the date of the advance written notice provided under this Article, any entry or other notation of the unacceptable performance for which the action was proposed under this Article shall be removed from any Management record relating to the employee.

Section 20.04 Appeal Rights. An employee who is a preference eligible or competitive service and who has been reduced in grade or removed under Article is entitled to appeal the action to the Merit Systems Protection Board. An employee who is not a preference eligible or competitive service may not grieve under the grievance procedure of this Agreement.

Section 20.05 Exclusions. This Article does not apply to:

- (1) a reduction in the grade previously held by a supervisor or manager;
- (2) a reduction in grade or removal of an employee who is serving a probation or trial period under an initial appointment or has not completed one current continuous employment under other than a temporary appointment limited to one (1) year or less; or
- (3) a reduction in grade or removal of an employee in the excepted service who has not completed one (1) year of current continuous employment in that or similar positions.

Such employees cannot grieve their reduction in grade or removal under the negotiated grievance arbitration procedure of this Agreement.

ARTICLE 21
ADVERSE ACTIONS

Section 21.01 General.

- (1) An adverse action for the purposes of this Article is defined as:
 1. a removal;
 2. a suspension for more than fourteen (14) days;
 3. a reduction in grade;
 4. a reduction in pay; and
 5. a furlough of thirty (30) days or less.
- (2) In addition to other statutory and regulatory exclusions, this Article does not apply to actions based on unacceptable performance.
- (3) No bargaining unit employee shall be subject to an adverse action, except for just and sufficient cause as will promote the efficiency of the Department.
- (4) At any meeting between an employee and a Management official, which the employee reasonably believes may result in disciplinary action, the employee shall have the right to a Union representative as provided for in Article 4.

Section 21.02 Procedures. In all cases of proposed adverse actions, an employee is entitled to:

- (1) At least thirty (30) days advance written notice of the action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. This notice shall state the reasons for the proposed action with sufficient specificity so as to enable the employee to prepare a response.
- (2) At least seven (7) days to respond orally and/or in writing, including the opportunity to furnish affidavits and other documentary evidence in support of the response. Extensions to this time period may be granted if requested in writing by an employee or designated representative for demonstrated and valid reason.
- (3) Be represented by an attorney or other representative.
- (4) Copies of all the material relied on to support the reasons in the advance notice of proposed adverse action.
- (5) A written decision and the specific reasons therefore, at the earliest practicable date.

Section 21.03 Appeal Rights. An employee against whom an adverse action is taken under this Article is entitled to appeal to the Merit Systems Protector Board, but may not grieve under the negotiated grievance procedure of this Agreement.

Section 21.04 Exclusions.

- (1) This Article does not apply to an employee:
 - (a) who is serving a probationary or trial period under an initial appointment; or

- (b) who has not completed one (1) year of current continuous em
other than a temporary appointment limited to one (1) year or .
 - (c) who is in the excepted service, other than a preference eligible
- (2) Such employees cannot grieve an adverse action under the n
grievance procedure of this Agreement.
- (3) This Article does not apply to:
- (a) a reduction-in-force action; or
 - (b) the reduction in grade of a supervisor or manager who
completed the probationary period if the reduction is to the gr
immediately before becoming the supervisor or manager.

ARTICLE 22
GRIEVANCE PROCEDURE

Section 22.01 General. The purpose of this Article is to provide a mutual acceptable method for prompt and equitable settlement of the Parties' employee grievances.

Section 22.02 Definition.

- (1) A grievance means any complaint -
 - (a) by any employee concerning any matter relating to the employment of the employee;
 - (b) by the Union concerning any matter relating to the employment of a unit employee; or
 - (c) by any unit employee, the Union, or Management concerning -
 1. the effect or interpretation, or a claim of breach, of the collective bargaining Agreement; or
 2. any claimed violation, misinterpretation, or misapplication of a law, rule, or regulation affecting conditions of employment.
- (2) This procedure excludes the following subjects and this Agreement does not apply to:
 - (a) any claimed violation relating to prohibited political activities;
 - (b) retirement, life insurance, or health insurance;
 - (c) a suspension or removal for National Security reasons;
 - (d) any examination, certification, or appointment;
 - (e) the classification of any position which does not result in the reduction in grade or pay of an employee; and
 - (f) any and all matters for which a statutory appeals procedure exists.
- (3) This procedure shall be the exclusive grievance procedure for the Parties and the employees. Management's administrative grievance procedure shall not be invoked for any reason. If an employee elects to be represented in his/her grievance, only a Union representative may provide that representation. If an employee presents a grievance directly to Management for settlement consistent with the terms of this Agreement, Management shall provide the local Union representative an opportunity to be present at any formal discussion with the employee concerning the grievance.

Section 22.03 Settlement.

- (1) Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every appropriate effort shall be made to adjust grievances at the lowest level.
- (2) Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Upon advance approval Management shall grant reasonable official time for an employee to prepare and present a grievance, including attendance at meetings with Management representatives.

Section 22.04 Employee Procedure. The procedure for employees to process a grievance is as follows:

Step I.

On or before fifteen (15) workdays from the date of a grievable occurrence or date when the employee becomes aware of the occurrence, the concerned employee shall advise his/her immediate supervisor of the matter on an oral, informal basis. The local Union representative may be present, if the employee so wishes. The supervisor shall respond orally within fifteen (15) workdays.

An employee who is grieving about a merit staffing action, written reprimand, and/or disciplinary suspension is considered to have completed this Step and may elect to begin at Step II.

Step II.

If the matter is not satisfactorily settled following the supervisor's oral response, the employee and representative, if any, may within ten (10) workdays of the response, submit the matter in writing on the standard grievance form Appendix E to the Management designated Grievance Control Officer, who shall identify the Step II Management representative and forward the grievance to him/her. The Grievance Control Officer is responsible for monitoring the timely and proper processing of grievances. The Management representative designated to handle the grievance shall meet with the aggrieved employee and representative, if any, within ten (10) workdays after receipt of the grievance by the Grievance Control Officer. Management shall send the employee and Union representative a written reply on the standard grievance reply form Appendix F within ten (10) workdays of the meeting. The reply shall state the grievance findings and action taken, if any, to settle the matter, and the designated official in Step III to whom the employee may escalate the grievance.

Step III.

If the grievance is not settled at Step II, the employee or Union representative, if any, may within five (5) workdays of receipt of the written reply, forward the grievance to the designated Director of Headquarters Office, Regional Administrator, or Area Manager. The person shall review and take appropriate action to attempt to settle the grievance and issue a final written decision within twenty (20) workdays after receipt of the matter from Step II.

Section 22.05 Arbitration. If the grievance is not satisfactorily settled, the matter may refer the matter to arbitration in accordance with Article 23.

Section 22.06 The Parties' Grievances. When a Management or Union grievance (including a Union grievance on behalf of more than one employee) has been filed, the Union's designated representative and the Director of a Headquarters Office, Regional Administrator or Area Manager, as appropriate, or designees shall

within fifteen (15) workdays after the receipt of the grievance. Management and Union grievances shall be filed within fifteen (15) workdays of the date of occurrence that prompted the grievance or date when the Party becomes aware of the occurrence that prompted the grievance. The responding Party shall send to the grieving Party a written answer within twenty (20) workdays after the meeting. If the grievance is not settled, the grieving Party may refer the matter to arbitration in accordance with Article 23.

Section 22.07 Time Limits. Time limits in this Article may be extended by mutual consent of the Parties. Failure by Management to meet time limits shall entitle the grievance to be advanced. Failure by the employee and/or Union to meet time limits shall automatically cancel the grievance.

ARTICLE 23
ARBITRATION

Section 23.01 Access. If Management and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon request by either Party, within thirty (30) calendar days after receipt of the final decision, shall be submitted to arbitration. A copy of the written notice and of the final decision on the grievance shall be forwarded by the local representative and local Management to the Union's designated National representative and to Management Headquarters, respectively.

Section 23.02 Selection. Within five (5) work days from the date of the request for arbitration, either Party shall request the American Arbitration Association to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall communicate within five (5) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, Management and the Union shall each strike one arbitrator's name from the list of seven (7) and repeat this procedure until one person remains who shall be the duly designated arbitrator.

Section 23.03 Direct Designation. The AAA shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- (1) Either Party refuses to participate in the selection of an arbitrator, or
- (2) Upon inaction or undue delay on the part of either Party.

Section 23.04 Authority. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any rule or regulation thereto. If interpretation of a law, or Government-wide rule or regulation is required to resolve issues presented, the arbitrator must obtain an authoritative interpretation and shall be bound by such interpretation. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure.

Section 23.05 Grievability/Arbitrability Determination. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Requests for determinations of arbitrability shall be submitted to the arbitrator in writing and be received prior to any hearing, unless otherwise mutually agreed upon.

Section 23.06 Submission. If the Parties fail to agree on a joint submission of an issue for arbitration, each shall submit a separate statement and the arbitrator shall determine the issue or issues to be heard.

Section 23.07 Expenses. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by Management and the Union except that Management shall pay the service fee of AAA. The arbitration hearing shall be held, if possible, on the Management's premises during the regular hours. Persons having a direct interest in the arbitration are entitled to attend hearings. The Union Party may require the sequestration of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other persons.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. Employees shall be granted official time for the purpose of appearing as a witness in an arbitration proceeding under this Article.

Section 23.08 Decision. The arbitrator shall render a decision as quickly as possible, but in any event not later than thirty (30) days after the submission of final statements unless the Parties mutually agree to extend the time limit.

Section 23.09 Award. The arbitrator's award shall be binding on the Parties. Either Party may file exceptions to the award with the Federal Labor Relations Authority.

Section 23.10 Transcript. Either Party may purchase a stenographic record. If such transcript is agreed by the Parties to be, or in appropriate cases determined by the Arbitrator to be, the official record of the proceeding, it must be made available to the Arbitrator, and to the other Party for inspection. The total cost of such a record shall be shared equally by those Parties that order copies.

ARTICLE 24
LEAVE

Section 24.01 Annual Leave. Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Department, annual leave requested in advance shall be approved. For vacation purposes, supervisors shall schedule workloads and annual leave to the extent practicable in a manner which permits each employee to take at least two (2) consecutive weeks in each year. Annual leave shall be used or assessed in not less than fifteen (15) minute increments.

Section 24.02 Excused Absences for Union Official(s). Normally eight (8) hours per year of official time may be granted to one employee representative in each office to attend appropriate Union sponsored instruction or briefing consistent with applicable decisions of the Comptroller General. The number of representatives and the number of hours may be increased when the instruction or briefing is mutually deemed to benefit both Management and the Union. Written request to utilize excused absence for this purpose shall be submitted not less than five (5) days in advance to the employee's immediate supervisor who shall forward it to the appropriate Management official for approval.

Section 24.03 Voting Leave.

- (1) Management shall grant excused leave to permit an employee to report for work three (3) hours after the polls open or to leave work three hours before the polls close, whichever requires the lesser amount of time-off.
- (2) If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, sufficient time-off may be granted to enable the employee to make the trip to the voting place. Where more than one (1) day is required, a liberal leave policy shall be observed, and time-off in excess of one (1) day shall be charged to annual leave, if available, or to leave without pay.
- (3) For an employee who votes in a jurisdiction which requires registration in person, time-off may be granted on the same basis as for voting, except that time-off shall not be granted if registration can be accomplished on a nonwork day and the place of registration is within reasonable one-day, round-trip travel distance of the employee's residence.

Section 24.04 Administrative Absences.

- (1) When group dismissals in a local area are authorized by Management, employees who are in an actual duty status shall be excused without charge to annual leave. An employee is considered to be in an actual duty status if the employee is:
 - (a) Actually on duty at the time of dismissal;
 - (b) Excused from duty at the time of dismissal with an expected return to duty before the close of the business day; or
 - (c) On duty when the dismissal notification is received, but requests and is granted leave between the notification and dismissal.
- (2) When hazardous or other extraordinary circumstances develop during nonwork hours and it is determined that Federal employees should not report for work,

information concerning such determination shall be released to the public by radio, television, and the press. Under such circumstances, no charge of leave shall be made even though an employee may have been granted approval to take leave on that day.

- (3) All employees of the Department are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at their post of duty. Such arrangements should include exploring alternative means of transportation if they are available, and taking the preliminary steps necessary to have private vehicles in operating condition if employees normally travel to work in them.
- (4) Where Management determines that a hazardous or other extraordinary circumstance exists, Management shall excuse tardiness without charge of leave. In determining the time period to be excused, Management shall consider factors such as the distance between the employee's residence and place of work; the modes of transportation available to an employee; the efforts made by the employee to get to work; and the success of other employees traveling under similar circumstances in getting to work on time.

Section 24.05 Vehicle Breakdowns. When a vehicle used on official Government business breaks down or is otherwise inoperative, the employee shall remain in an official duty status for a period not to exceed eight (8) hours for the purpose of obtaining emergency repairs, if the breakdown occurs while the employee is in an official travel status. In such situations, the employee shall, within an hour of the breakdown, or as soon thereafter as practical, provide the supervisor with an estimate of the situation and request instructions. A reasonable amount of official time shall be approved by the supervisor upon presentation by the employee of a brief written explanation and, where available, documentation relating to the emergency.

Section 24.06 Judicial Leave.

- (1) Except as modified by applicable law, Government-wide regulations, or other outside authority binding on Management, where an employee is summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding
 - (a) for jury duty; or
 - (b) to appear as a witness on behalf of the Federal, District of Columbia, State, or local Government; or
 - (c) to appear as a witness on behalf of a private party in an official or job-related capacity or to produce official records; or
 - (d) to appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, the District of Columbia, or a State or local Government;the employee shall be authorized to attend the judicial proceeding without charge of leave or loss of pay.
- (2) Except as modified by applicable law, Government-wide regulations, or other outside authority binding on Management, where an employee
 - (a) is subpoenaed to appear as a witness on behalf of a private party in a judicial proceeding in an unofficial capacity, and none of the parties is the United States, the District of Columbia, or a State or local Government; or

- (b) appears at a judicial proceeding without being summoned or subpoenaed by a court or other authority responsible for the conduct of the proceeding;
 - (3) the absence from duty must be charged to annual leave or leave without pay.
- (3) Jury and/or witness fees shall be determined in accordance with applicable law, Government-wide regulations, or other outside authority by Management.

Section 24.07 Maternity Leave. Management agrees that an absence due to pregnancy and confinement shall be treated the same as any other medically certified temporary disability. An absence for maternity purposes is charged to sick leave, annual leave, or leave without pay, as appropriate. Requests for leave due to confinement must be supported by a medical certificate. An absence not medically certified as due to incapacitation for the performance of duty shall be charged to annual leave, if available, or to leave without pay.

Section 24.08 Paternity Leave.

- (1) Consistent with the needs of the Department, a male employee may be absent on annual leave or leave without pay up to thirty (30) consecutive calendar days for purposes of aiding, assisting, or caring for a wife or child or children while the wife is incapacitated for maternity reasons.
- (2) A male employee requesting annual leave or leave without pay must notify management with one hundred and twenty (120) calendar days in advance of the expected delivery date. In cases where the one hundred and twenty (120) calendar day notice has not been given, leave shall be subject to the needs of the Department.

Section 24.09 Sick Leave.

- (1) Sick leave shall be granted only when an employee is incapacitated from the performance of duties because of sickness or injury, or for the following reasons: exposure to a contagious disease that would endanger the health of co-workers; presence of contagious disease in an employee's immediate family which requires the employee's personal care; or dental, optical, or medical examination or treatment.
- (2) When an employee is unable to report for duty or remain on duty because of any reason, notification must be given to the appropriate supervisor as soon as possible. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave. Failure to give notice or to keep supervisors advised of the need to continue sick leave may result in the absence being charged to absence without pay. This may lead to disciplinary or adverse action in accordance with the Management Agreement.
- (3) A period of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate. However, in exceptional circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's written statement describing the circumstances may be accepted in lieu of a medical certificate. When an employee's absences indicate a possible abuse of sick leave, the submission of a medical certificate may be required to support sick leave absence regardless of its duration. If such a requirement is

imposed, the employee must be advised in advance in writing of the reason for the requirement. An abuse of sick leave may lead to disciplinary or adverse action in accordance with this Agreement.

Section 24.10 Leave of Absence for Union Officials.

- (1) Consistent with the needs of the Department, Management agrees to approve a leave of absence without pay not to exceed three (3) years for a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFG National Union Representative. Management shall be given not less than two (2) week's advance notice.
- (2) The Union agrees that all of the leaves of absence granted or approved in accordance with this Section are subject to appropriate Government-wide regulations or other outside authority binding on Management. Management to the extent of its authority, shall place the employee at the end of the leave of absence in the position the employee left, or one of like seniority status, grade and pay.

ARTICLE 25
MANAGEMENT DIRECTED PARTICIPATION IN
OUTSIDE ORGANIZATIONS

Management shall pay the membership dues for employees who are directed to participate in outside organizations. The employee must be instructed in writing by an authorized Management Official to participate in an organization or to represent the Department. This written condition must be stated to the employee in advance of any commitment of funds.

Management shall pay the expenses of employees whom Management directs to attend professional meetings. The employee must be instructed in writing by an authorized Management Official to participate in the professional meeting on behalf of and in the name of the Department. This written condition must be stated to the employee in advance of any commitment of funds.

All costs associated with this Article must be consistent with budget limits and accounting regulations.

ARTICLE 26
EMPLOYEE ASSISTANCE PROGRAM

Section 26.01 The Program. Management agrees to continue the Department Employee Assistance Program (program for troubled individuals including alcoholism, drug abuse, emotional illness, and other personal problems that may affect job performance) and to make employees and supervisors aware of the program.

Section 26.02 Relationship to Disciplinary Action. The Parties recognize that the program is designed to deal with problems at an early stage when the situation may be more likely to be correctable. If an employee requests assistance under the program, and participates in the program, the responsible supervisory official shall give consideration to this fact in determining any appropriate disciplinary or adverse action.

Section 26.03 Use of Sick Leave for Participants. If an employee requests assistance and is undergoing a prescribed program of treatment and care, sick leave shall be granted and administered in accordance with the provisions of Article 24 of this Agreement.

Section 26.04 Training. Upon request, one (1) designated Union representative within an Office shall be given the opportunity to attend Management sponsored training for this program and shall have the opportunity to become acquainted with local community and area resource persons.

Section 26.05 Annual Reminder. Management shall periodically, not less than annually, make employees, supervisors, and managers aware of the Employee Assistance Program and of available local community programs.

ARTICLE 27
SAFETY AND HEALTH

Section 27.01 Safe and Healthful Work Environment. Management shall create and maintain, in conformance with all applicable laws, rules, and regulations, safe and healthful working conditions for all employees. Management shall designate a safety and health representative for each Office. The designated representative shall be responsible for reporting any unhealthy, hazardous or unsafe working conditions to the appropriate Management official. Management shall initiate and pursue to completion appropriate action to see that unhealthy or unsafe working conditions are corrected.

Section 27.02 Method for Dealing with Unsafe or Unhealthful Working Conditions. Any employee who is assigned duties which reasonably could endanger his or her well-being may notify the supervisor of the situation. Under hazardous or emergency conditions, a designated Union representative shall be contacted to appraise the situation and consult with Management in determining the appropriate relief. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the assignment and refer the matter through the appropriate channels for appropriate action. Should the supervisor and the employee not agree, the matter may be subject to the negotiated grievance procedure.

Section 27.03 Safety and Health Committee. A Safety and Health Committee consisting of representatives of Management and a designated Union representative stationed in the Office shall periodically inspect the Office facilities. Recommendations by the team shall be given prompt consideration by Management. If any unsafe conditions are determined dangerous to life and limb and the remedial measure cannot be made to render the area safe, the employee shall not be exposed to the hazard. Alternate accommodations shall be made until the area is made safe.

The Safety and Health Committee shall confer on an ongoing basis with disabled employees to assure that reasonable accommodations to their handicaps are met under both normal and hazardous conditions.

Section 27.04 Access to First Aid Kits. Management shall insure that employees have reasonable access to a first aid kit for each duty station.

Section 27.05 Health Examinations. Employee health examinations shall be offered to unit employees within the allocation, if any, made available by Management within that Office. Selections for examinations shall be made among the unit employees at a given office on a fair and equitable basis. Employee participation shall be voluntary. Management shall advise the Union in advance of such examination so that eligible employees may apply.

ARTICLE 28
OFFICIAL TRAVEL

Section 28.01 General. Management and the Union recognize that the nature of the mission of the Department requires bargaining unit employees to travel away from their official duty station. Management, to the maximum extent practicable shall schedule the time to be spent by an employee in a travel status away from the official duty station within the regularly scheduled workday of the employee.

Section 28.02 Vehicle Safety. No employee shall be required or expected to travel in or operate a Government furnished vehicle under conditions that are determined unsafe in accordance with Article 27. Any Government vehicle assigned to an employee which is determined unsafe shall not be utilized by an employee until it is repaired and made safe.

Section 28.03 Scheduling Travel.

- (1) Management shall, to the maximum extent practicable, schedule administratively controllable travel to occur within each employee's standard daily or weekly working hours.
- (2) Travel required by events that cannot be scheduled or controlled administratively shall be hours of employment for pay purposes.
- (3) If a temporary duty assignment requires a traveler to be away for more than forty-five (45) calendar days, Management shall, in accordance with the provisions and requirements of Comptroller General Decision B-13008 (6/20/76) and other applicable decisions, laws, or regulations, and upon request of the employee, authorize the traveler to return to the official duty station during non-workdays after the traveler has been away thirty (30) days.

Section 28.04 Travel Advances.

- (1) Travel advances requested on a timely basis shall be made available prior to the date of departure.
- (2) In cases of emergency job related travel, Management shall attempt to accommodate a traveler needing an advance from the imprest fund.
- (3) The amount of travel advance for a specific trip shall be determined by multiplying the per diem rate by the estimated number of days the traveler shall be in travel status. If the traveler is to use a privately owned conveyance, an additional amount may be included to cover the estimated mileage.
- (4) A blanket traveler shall be entitled to an advance which is approximately one and one-half (1½) times the traveler's average monthly travel expenses for the preceding quarter, unless unusual circumstances would require the traveler to exceed this amount. In such cases, the traveler shall receive the estimated cost computed as in Subsection (3) above.
- (5) The amount of travel advance shall be rounded off to the nearest ten dollars (\$10.00) multiple below the computed estimate.

Section 28.05 Notification of Extended Temporary Duty. Employees who are to be assigned from their present official duty station for extended temporary duty

forty-five (45) days or more, shall be notified at least two (2) weeks in advance. In emergency situations, Management may direct employees to travel on temporary duty assignments with less than two (2) weeks notice.

Section 28.06 Reimbursement for Official Travel. Employees who are ordered by Management to perform official travel for the benefit of the Department shall be reimbursed for all authorized expenses at the maximum standard rate at law, rule and Government-wide regulations.

Section 28.07 Settlement of Disputes. Disputes arising under this Article shall be settled through the negotiated grievance procedure.

ARTICLE 29
CONTRACTING OUT

If contracting out adversely impacts on bargaining unit employees, then the Union has the right to negotiate on appropriate arrangements for those employees. Negotiations on adverse impact shall be subject to the provisions of Article 1. Upon written request, Management shall provide the Union with information on contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors.

Bargaining unit employees shall not be supervised by contract personnel.

ARTICLE 30
PERSONNEL RESEARCH PROGRAMS AND
DEMONSTRATION PROJECTS

Section 30.01 Definitions.

- (1) Demonstration project means a project conducted by the Office of Personnel Management, or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.
- (2) Research program means a planned study of how public management policies and systems are operating, the effects of those policies and systems, the possibilities for change, and comparisons among policies and systems.

Section 30.02 Obligation to Bargain. In accordance with statutory provisions, bargaining unit employees shall not be included within any program or project affecting conditions of employment if the program or project would violate this Agreement.

Section 30.03 Mid-Term Bargaining. Bargaining on the matters contained in this Article shall be subject to the procedures and requirements set forth in Article 5 of this Agreement.

ARTICLE 31
EMPLOYEE PERSONNEL RECORDS

Section 31.01 General. Management shall maintain the Official Personnel Folder of each unit employee in accordance with applicable laws, rules, and regulations.

Section 31.02 Information to Employees. An employee's copy of written material placed in the Official Personnel Folder shall be routinely given to employees. Upon request the materials shall be discussed with an employee.

Section 31.03 Discipline and Adverse Action Materials. Employees shall be advised of the length of time that disciplinary and adverse action materials shall be kept in the employee's Official Personnel Folder. If the time is reduced the employee shall be so notified.

Section 31.04 Supervisory Files. In the event a supervisor decides to maintain a working file on an employee, it shall be limited to documents and records pertinent to the supervisor and the employee. The contents of any working file shall be made available for review upon request by the employee. Materials in working file which are no longer relevant to the supervisor and employee shall be withdrawn and destroyed.

Section 31.05 Employee Review of Official Personnel Folder. An employee may review their Official Personnel Folder upon request to the appropriate Management official.

ARTICLE 32
COPIES OF AGREEMENT

A copy of this Agreement shall be distributed by Management to each employee in the unit at no cost to the Union. Management shall provide individual employee a copy of the Agreement upon request. One hundred (100) copies of the Agreement shall be given to the Union for its use.

ARTICLE 33
DUES WITHHOLDING

Section 33.01 Eligibility.

- (1) Bargaining unit employees may have dues withheld through payroll deductions. Dues withholding is to be voluntary on the part of the employee. The Union shall have responsibility to inform members of the voluntary nature of dues withholding and of the conditions governing a cancellation of due withholding.
- (2) Any member of the Union within the bargaining unit who is in good standing may authorize dues withholding at any time during the life of the Agreement, provided that his/her regular bi-weekly salary is sufficient to cover the amount of the deduction.
- (3) Dues are defined as the regular, periodic amount of money, fees and assessments as may be required to maintain the member in good standing in the Union.
- (4) There shall be no cost to the Union for dues deductions.

Section 33.02 Designation.

- (1) Bi-weekly remittances shall be made payable to the:

National Secretary-Treasurer
American Federation of Government Employees, AFL-CIO
1325 Massachusetts Avenue N.W.
Washington, DC 20005
- (2) The remittance shall be accompanied by two (2) copies of the employee's membership listing. This listing shall be broken down by AFGF affiliate local number. The amount of Union dues deducted from each employee's pay check shall be shown.
- (3) Upon request, the Union shall be notified of the reason causing an employee's dues withholding to be terminated.
- (4) The bi-weekly remittance shall be paid in the proper amount and at the proper time.

Section 33.03 Procedure for Authorizing Dues Withholding.

- (1) All authorizations must be made on Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues. The Union is responsible for purchasing this Form, distributing it to its members, and instructing members in its use.
- (2) The Union's designated representative in an Office is responsible for certifying on each authorization form the amount of dues to be withheld each pay period prior to forwarding the forms to the servicing personnel office.
- (3) Deductions shall be made within two (2) pay periods after the form is received in the Servicing Personnel Office.

Section 33.04 Revocation or Termination of Dues Withholding.

- issued by management* →
- (1) Authorization for withholding of dues may be revoked at one year either by sending written notice or Standard Form 1188, Revoc Voluntary Authorization for Allotment of Compensation for Pay Employee Organization Dues to the Servicing Personnel Office.
 - (2) Revocation must be submitted to the appropriate Servicing Personnel not earlier than thirty (30) days prior to the annual date upon which revocation may be effected. For employees remaining in the unit after revocation shall be effected:
 - (a) on any following anniversary date (effective date of the end of the withholding) of each allotment completed after September 1, 1979, a copy of the employee's Standard Form 1187 shall be kept in the Personnel Folder in order to administer this procedure; or
 - (b) effective September 1, 1980, and each September 1 thereafter, a copy of the allotments in effect as of September 1, 1979.
 - (3) Allotments shall be discontinued when an employee is removed from the bargaining unit. Deductions shall be terminated at the beginning of the next pay period in which the action becomes effective.
 - (4) The Union may notify Management in writing when an employee is suspended or expelled. Such allotments shall be cancelled effective as practical after receipt by the Servicing Personnel Office.

Section 33.05 Changes in Dues Structure.

- (1) In the event of a change in the dues of the Union, the deduction from the salaries of those members who have previously authorized dues withholding shall be adjusted by the Servicing Personnel Office. The change shall be made within two (2) pay periods after receipt of the change certified in writing from an appropriate Union official.
- (2) No more than two (2) levels of dues shall be withheld in any one pay period. Changes in the amount of the allotment by reason of changes in the dues structure may not be made more than once each year in any one pay period.

Section 33.06 Interoffice Membership for Unit Employees. A unit employee whose dues withholding shall continue when the employee is moved from an Office within the bargaining unit to another Office within the bargaining unit. The employee shall be permitted to elect to convert and transfer the previous Union membership to that of the new duty station. Both the departing and arriving Office's principal Union representative shall be informed by the Servicing Personnel Office when an employee's dues withholding is moved from one Office within the unit to another Office within the unit so that the Union shall inform the employee of his/her opportunity to transfer his/her Union membership status.

Section 33.07 Correction of Errors.

- (1) Administrative errors in remittance checks shall be corrected and adjusted as soon as practical with the amount added to or subtracted from the check remitted to the Union.
- (2) An error in the amount of dues withheld from employees shall be corrected within two (2) pay periods or as soon thereafter as practical.
- (3) Management shall provide the employee affected with the routine explanation of the error on the employee's earnings and leave statement.

ARTICLE 34
SUPPLEMENTS TO THIS AGREEMENT

Section 34.01 Local Supplements. The Parties agree that any supplements to this Agreement shall not delete, modify, or otherwise nullify any provision, policy, procedure in this Agreement; nor shall any provision in a supplement be in conflict with or duplicate any provision of this Agreement, statute or regulation of the Department, Government-wide regulations, or outside authority binding on Management. All supplements shall be a part of and subject to the terms and control of this Agreement and shall simultaneously terminate with this Agreement.

Section 34.02 Initiation of Supplements.

- (1) On or before one hundred and twenty (120) days from the effective date of this Agreement, Union and Management representatives at each Office will have the opportunity to mutually agree to local supplements.
- (2) Local supplements may be agreed to at a later time by the Parties' representatives based upon mutual agreement at both the local level and the National level.

Section 34.03 Subjects for Local Supplements. Local supplements shall be limited to purely local matters. For example, distribution of any bargaining unit parking spaces within the Department's control; scheduling annual leave; scheduling lunch periods and like matters. Matters for local dealings do not include subject matters such as:

- (1) Subject matter already contained in this Agreement;
- (2) Interpretation and application of this Agreement; or
- (3) Subject matter that has been the subject of bargaining at the National level.

Section 34.04 Resolution of Disputes. If the local representatives disagree as to whether a subject is to be included in the supplement, or if they voluntarily fail to reach agreement on a local issue, both representatives shall refer the matter to the Parties at the National level. When a dispute has been submitted to the Parties at the National level, local level dealing shall be suspended pending final determination of the dispute. If the Parties cannot resolve the dispute, either Party at the National level may submit the matter to the Federal Labor Relations Authority. An alleged violation of the terms of a supplement to this Agreement shall be subject to the grievance procedure.

Section 34.05 Approval. Local supplements must be forwarded to the Parties at the National level for approval.

ARTICLE 35
DURATION AND TERMINATION

Section 35.01 Length of Agreement.

- (1) This Agreement shall take effect sixty (60) days after signature and shall remain in effect for three (3) years unless extended through mutual agreement. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date, unless either Party serves the other Party with written notice, not more than ninety calendar days nor less than sixty (60) calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.
- (2) Upon receipt by either Party of notice from the other Party of its desire to terminate or modify this Agreement, both Parties shall meet within thirty (30) calendar days to begin negotiations or as soon thereafter as practical.

Section 35.02 Supplements or Amendments. Any supplements or amendments to this Agreement that are entered into by the Parties at the National level shall become a part of and shall terminate at the same time as this Agreement unless otherwise expressly agreed to in writing by the Parties.

APPENDIX A



UNITED STATES DEPARTMENT OF LABOR
ASSISTANT SECRETARY FOR LABOR-MANAGEMENT RELATIONS

U. S. Department of Housing & Urban Development (Agency)

and

American Federation of Government Employees, AFL-CIO
(Petitioner)

CASE NO. 22-08562(UC)

CERTIFICATION ON CONSOLIDATION OF UNITS

In accordance with the provisions of Executive Order 11491, as amended, and the implementing Regulations of the Assistant Secretary;

Pursuant to authority vested in the undersigned, and Section 10 of Executive Order 11491, as amended,

IT IS HEREBY CERTIFIED that American Federation of Government Employees
AFL-CIO

is the exclusive representative of all the employees of the above-named Activity(ies) or Agency in the following consolidated unit(s).

UNIT(s):

Included: All GS professional employees of the U.S. Housing and Urban Development, Boston, Massachusetts Area Office; Hartford, Connecticut Area Office; Manchester, New Hampshire Area Office; New York Region; Philadelphia, Pennsylvania Regional and Area Office; Richmond, Virginia Area Office; Washington, D.C. Area Office; Atlanta, Georgia Area Office; Greensboro, North Carolina Area Office; Louisville, Kentucky Area Office; Columbia, South Carolina Area Office; Jacksonville, Florida Area Office; Coral Gables, Florida Service Office; Chicago, Illinois Regional and Area Offices; Milwaukee, Wisconsin Area Office; St. Paul, Minnesota Area Office; Fort Worth, Texas Service Office; San Antonio, Texas Area Office; Helena, Montana Service Office; Casper, Wyoming Valuation Station; Phoenix, Arizona Service Office; and the Pittsburgh, Pennsylvania Area Office.

Excluded: All GS and WG non-professional employees; supervisors; management officials, confidential employees; employees engaged in Federal personnel work in other than a purely clerical capacity; and those employees excluded under Section 3(b)(3) of the Order; temporary employees with appointments not to exceed 6 months or less and all temporary disaster employees.

Labor-Management Services Administration

Earl T. Hart
Area Director Administrator

Washington Area Office

Dated: October 23, 1978

APPENDIX B

U. S. Department of Housing and Urban Development (Agency)

-and-

American Federation of Government Employees AFL-CIO
(Petitioner)

CASE NO. 22-08562 (UC)

CERTIFICATION ON CONSOLIDATION OF UNITS

In accordance with the provisions of Executive Order 11491, as amended, and the implementing Regulations of the Assistant Secretary;

Pursuant to authority vested in the undersigned, and Section 10 of Executive Order 11491, as amended,

IT IS HEREBY CERTIFIED that American Federation of Government Employees, AFL-CIO

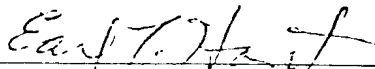
is the exclusive representative of all the employees of the above-named ~~Activity(ies)~~ or Agency in the following consolidated unit(s).

UNIT(S):

Included: All non-professional employees of the U.S. Housing and Urban Development: Central Office, Washington, D.C.; Bangor, Maine Valuation Station; Burlington, Vermont Valuation Station; New York Region; Philadelphia, Pennsylvania Regional and Area Offices; Pittsburgh, Pennsylvania Area Office; Richmond, Virginia Area Office; Atlanta, Georgia Area Office; Greensboro, North Carolina Area Office; Birmingham, Alabama Area Office; Jacksonville, Florida Area Office; Coral Gables, Florida Service Office; Tampa, Florida Service Office; Chicago, Illinois Regional and Area Offices; Milwaukee, Wisconsin Area Office; St. Paul, Minnesota Area Office, Cleveland Ohio Service Office; Dallas, Texas Area Office; Fort Worth, Texas Service Office; Oklahoma City, Oklahoma Area Office; San Antonio, Texas Area Office; Omaha, Nebraska Area Office; Helena, Montana Service Office; Casper, Wyoming Valuation Station; Salt Lake City, Utah Service Office; Seattle, Washington Regional and Area Offices; Spokane, Washington Service Office; and all non-professional GS employees of the Boston, Massachusetts Regional and Area Offices; Hartford, Connecticut Area Office; Manchester New Hampshire Area Office; Providence, Rhode Island Service Office; Baltimore, Maryland Area Office; Washington, D.C. Area Office; Louisville, Kentucky Area Office; Columbus, Ohio Area Office; Dallas, Texas Regional Office; New Orleans, Louisiana Area Office; Des Moines, Iowa Insuring Office; Santa Ana, California Service Office; and Phoenix, Arizona Service Office.

Excluded: All professional employees, supervisors; management officials; confidential employees; employees engaged in Federal personnel work in other than a purely clerical capacity; and those employees excluded under Section 3(b)(3) of the Order; temporary employees with appointments not to exceed 6 months or less and all temporary disaster employees; and non-professional employees of the Newark, New Jersey Area Office.

Labor-Management Services Administration



Area Director Administrator

Washington Area Office

Dated: October 23, 1978

APPENDIX E

STANDARD GRIEVANCE FORM

Employees must use this form for filing grievances at Step II and III of the Grievance Procedure. Use of this form is optional at Step I.

NAME OF GRIEVANT	OFFICE SYMBOL	DUTY PHONE
UNION REPRESENTATIVE, IF ANY	OFFICE SYMBOL	DUTY PHONE

BRIEFLY DESCRIBE THE INCIDENT CAUSING THIS GRIEVANCE (Include date, time, and place, management involved, witnesses, if any) (If more space is needed, continue on reverse or use separate sheet of paper)

IDENTIFY THE ARTICLE(S) OR SECTION(S) OF THE MASTER AGREEMENT/LOCAL SUPPLEMENT/TION ALLEGED TO HAVE BEEN VIOLATED.

IDENTIFY THE REMEDY YOU SEEK.

QUESTIONS AND/OR FURTHER CORRESPONDENCE IN THIS MATTER SHOULD BE SENT TO (Name and

ATTACH A COPY OF THE RECORD OF INFORMAL GRIEVANCE DISCUSSION, IF ANY

SIGNATURE OF GRIEVANT	DATE
-----------------------	------

IF YOUR GRIEVANCE IS NOT RESOLVED TO YOUR SATISFACTION, YOU MAY SUBMIT THE GRIEVANCE TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE BY SIGNING AND DATING THIS FORM BELOW, ATTACHING A COPY OF MANAGEMENT'S WRITTEN REPLY. ----- ANY ADDITIONAL INFORMATION YOU BELIEVE IS PERTINENT SHOULD ALSO BE ATTACHED.

SIGNATURE OF GRIEVANT	DATE
-----------------------	------

APPENDIX F
RECORD OF GRIEVANCE
MANAGEMENT GRIEVANCE REPLY FORM

DATE

This is to certify that an attempt was made to resolve this grievance on

..... AT

DATE

TIME

SUBJECT OF GRIEVANCE

CHECK ONE OF THE BLOCKS BELOW:

GRIEVANCE RESOLVED (*Briefly describe resolution*)

GRIEVANCE NOT RESOLVED--IF GRIEVANT DECIDES TO PURSUE THE GREIVANCE A' OR III OF THE GRIEVANCE PROCEDURE, A COPY OF THIS FORM MUST BE RETAINI ATTACHED TO THE ONGOING GRIEVANCE

SIGNATURE

SUPERVISOR OR MANAGEMENT OFFICIAL

GRIEVANT

REPRESENTATIVE, IF ANY

APPENDIX G

EVALUATION RATING METHODS

PART I

1. PURPOSE. To be used for evaluating qualified candidates for unit position except Upward Mobility.
2. EVALUATION PROCEDURE. The candidate is awarded points for each quality ranking factor listed on the Panel Rating Worksheet. (Sample on page 4). Guidance for awarding points is given below. Points awarded are transcribed to the Worksheet and totalled. Candidates who score 70 percent or more are designated as highly qualified. Generally, the five highest qualified candidates who receive the most points are designated as being qualified.
3. QUALITY RANKING FACTORS AND RATING SCHEDULE.
 - a. Factor 1 - Employee's Work Experience - Maximum 60 Points

Experience is evaluated in terms of type, recency, and quality in relation to the requirements of the position. Length of service or length of experience may be used only when there is a clear and positive relationship with quality of performance, or when after a specified quality ranking factors have been applied, there are identical ratings among candidates. Points will be awarded as follows:

 - (1) "A" Level Experience - 51 to 60 Points.

Candidate possesses type, recency, and quality of experience which substantially exceeds the basic requirements for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
 - (2) "B" Level Experience - 41 to 50 Points.

Candidate possesses type, recency, and quality of experience which exceeds the basic requirements for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position within a reasonable period of time (e.g., 3 to 6 months).
 - (3) "C" Level Experience - 0 to 40 Points.

Candidate satisfies the basic requirements of the position with respect to experience, including selective placement factors, but

 - (a) Type and quality of experience beyond that which basically required is minimal, and/or
 - (b) Relevant experience is not recent, and/or

(c) Extensive additional training and/or orientation will be required to enable the candidate to satisfactorily perform the duties of the position.

b. Factor 2 - Appraisals - Maximum 20 Points.

- (1) This refers to any appraisals of performance which are evaluated.
- (2) Evaluation of appraisals of performance is required. To meet this requirement, the performance appraisal may be used.
- (3) Ratings received on appraisal factors relevant to the position will be considered.

c. Factor 3 - Achievements - Maximum 10 Points.

- (1) Achievements to be considered include suggestions for special achievement awards, outstanding performance letters of commendation, accomplishment of exceptional or unusual special projects, rapid promotion etc.
- (2) The qualifications demonstrated by the candidate's achievements such as initiative, resourcefulness, or planning ability, shall be rated in terms of their relevancy to the requirements of the position.
- (3) This factor can also be used to give credit for any points discerned in the candidate which is not appropriate for credit to another factor.

d. Factor 4 - Training and Education - Maximum 10 Points.

- (1) This refers to training and education, other than that required for basic eligibility, which is relevant to the position.
- (2) Also includes outside activities, such as volunteer, community paid activities, which have increased the candidate's potential for effective performance in the position.

4. SUPPLEMENTARY QUALITY RANKING FACTORS.

- a. The candidate is evaluated against each of the quality ranking factors above according to how the candidate's background relates to the position.
- b. The panel may conceive of the position as a whole or may wish to focus on position specifics as expressed in terms of knowledge, skills, abilities, and personal characteristics relevant to the position. Position specifics, or "supplementary" quality ranking factors, are defined in consultation with the personnel representative and shall be noted on the vacancy announcement.

- c. The following hypothetical case illustrates how supplementary quality ranking factors are used: In evaluating a candidate for a Realty Specialist position, GS-12, the panel is interested in the candidate's ability to consummate multifamily housing dispositions, one of several specified supplementary quality ranking factors. In rating the above quality ranking factor of Experience, the rater would ask: "How does the candidate's experience enhance his/her ability to consummate such transactions?" The same question about experience would be asked for each of the remaining supplementary quality ranking factors. The answers would be summarized in the total points awarded the candidate for Experience.
- d. A similar approach could be used in rating the quality ranking factors of Appraisals, Achievements, and Training and Education.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		PANEL RATING WORKSHEET										Vacancy Number:
POSITION:		CANDIDATES										
FACTORS	MAXIMUM POINTS											
1. Experience	60											
2. Appraisals	20											
3. Achievements	10											
4. Training and Education	10											
TOTALS	100											
DOCUMENTATION												
PANEL DATE		SIGNATURE OF PERSONNEL REPRESENTATIVE										

PART II

1. PURPOSE. To be used for evaluating qualified candidates for Upward Mobility positions.
2. EVALUATION PROCEDURE. The candidate is awarded points for each quality ranking factor listed on the Panel Rating Worksheet. (Sample on page 4.) Guidance for awarding points is given below: Points awarded are transcribed to the Worksheet and totalled. Candidates who score 70 percent or more are designated as highly qualified. Generally, the five highly qualified candidates who receive the most points are designated as best qualified.
3. QUALITY RANKING FACTORS AND RATING SCHEDULE.
 - a. Factor 1 - Employee's Work Experience - Maximum 30 Points. Experience is evaluated in terms of type, recency, and quality of relation to the requirements of the position. Length of service or length of experience may be used only when there is a clear and positive relationship with quality of performance, or when after all specified quality ranking factors have been applied, there are identical ratings among candidates. Points will be awarded as follows:
 - (1) "A" Level Experience - 21 to 30 Points. Candidate possesses type, recency, and quality of experience which substantially exceeds the basic requirements for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
 - (2) "B" Level Experience - 11 to 20 Points. Candidate possesses type, recency, and quality of experience which exceeds the basic requirements for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position within a reasonable period of time (e.g., 3 to 6 months).
 - (3) "C" Level Experience - 0 to 10 Points. Candidate satisfies the basic requirements of the position with respect to experience, including selective placement factors, but:
 - (a) Type and quality of experience beyond that which is basically required is minimal, and/or
 - (b) Relevant experience is not recent, and/or
 - (c) Extensive additional training and/or orientation would be required to enable the candidate to satisfactorily perform the duties of the position.

- b. Factor 2 - Appraisals of Performance - Maximum 20 Points.
 - (1) Evaluation of appraisals of performance is required. To this requirement, the performance appraisal may be used.
 - (2) Ratings received in appraisal factors relevant to the position be considered.
- c. Factor 3 - Job Element Appraisal - Maximum 30 Points.
 - (1) A primary basis for rating this factor is the Job Element Appraisal Form. The "Qualifications To Be Evaluated" list always be tailored to the position.
 - (2) The panel will consider ratings received by the candidate on the JEA Form.
- d. Factor 4 - Achievements - Maximum 10 Points.
 - (1) Achievements to be evaluated include suggestions and special achievement awards, outstanding performance reports, letters of commendation, accomplishment of exceptionally difficult or unusual special projects, rapid promotion, etc.
 - (2) The qualifications demonstrated by the candidate's achievements such as initiative, resourcefulness, or planning ability, should be rated in terms of their relevancy to the requirements of the position.
 - (3) This factor can also be used to give credit for any potential achievements discerned in the candidate which is not appropriate for credit to another factor.
- e. Factor 5 - Training and Education - Maximum 10 Points.
 - (1) This refers to training and education, other than that required for basic eligibility, which is relevant to the position.
 - (2) Also includes outside activities, which have increased the candidate's ability to perform effectively in the position.

4. SUPPLEMENTARY QUALITY RANKING FACTORS.

- a. The focus of this method is on the candidate's knowledge, skills, and abilities relevant to being able to perform the duties of this position. These are equivalent to the supplementary quality ranking factors discussed in Part 1, paragraph 4 and should be represented on the appraisal used for rating Factor 3, Job Element Appraisal.
- b. As a general rule, it will not be necessary to reevaluate supplementary quality ranking factors in conjunction with Factors 1, 2, 4, or 5.

APPROVAL BY NEGOTIATING TEAMS:

Paul Gerhart
Paul Gerhart
Chief Negotiator

Doris Hildreth
Doris Hildreth
Chief Negotiator

Harold H. Brown
Member, Negotiating Committee

Stephen McPherson
Member, Negotiating Committee

Elizabeth L. Serin
Member, Negotiating Committee

George A. Paltonis
Member, Negotiating Committee

Steve Rowley
Member, Negotiating Committee

Juddie Joseph Vitek
Member, Negotiating Committee

Karen Lynne Johnston
Member, Negotiating Committee

Carmen Leah
Member, Negotiating Committee

Ernest J. Metzler N.H.
Member, Negotiating Committee

George J. Thoutor
Member, Negotiating Committee

Alan Katz
Member, Negotiating Committee

Edward R. Beard
Member, Negotiating Committee

Virginia W. Hanners N.H.
Member, Negotiating Committee

FOR MANAGEMENT:

William A. Medina
William A. Medina
Assistant Secretary for Administration
U.S. Department of Housing and
Urban Development

FOR THE UNION:

Virginia W. Hanners
Virginia W. Hanners
President, National Council of
HUD Locals

Date Signed: September 11, 1979 (Effective Date- 11/10/79)

