

**Union Final Proposal – September 23, 2004**

**Article 4**

**Flexible Work Plans**

Section 1. General

- a. All employees will be covered by a Variable Work Week Schedule, except that any employee may work a standard workday/workweek or a Compressed Work Schedule. Moreover, employees who were previously working in an office that operated under a Maxi-Flex Schedule will be “grandfathered” and allowed to remain on that schedule as long as they remain in that office.
- b. This Article will be administered according to Title 5 U.S. Code, Chapter 61, Subchapter 2, and 5 CFR 610 Subpart D.

Section 2. Definitions

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

- (1) Maxi-flex is a flexible schedule which contains core time bands on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. An employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.

- (2) Variable week is a flexible schedule containing core time on each workday in the biweekly pay period in which a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. An employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.

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

- (1) Credit hours are earned for the time voluntarily worked in excess of an employee's basic work requirement. Employees may not "borrow" credit hours in advance between pay periods. In accordance with law, full-time employees may carry over up to twenty-four (24) credit hours from pay period to pay period; part-time employees may carry over not more than one-fourth of the hours in

their biweekly basic work requirement. Credit hours are earned and may be used in fifteen (15) minute increments. However, time spent in Absent Without Leave (AWOL) status will not count toward the basic work requirement for the purpose of accumulating credit hours.

(2) Core hours are those designated times and days during the biweekly pay period when an employee must be present for work. Core hours shall be five (5) hours a day. Core hours will normally be 10 a.m. until 3 p.m., unless decided otherwise by the appropriate Agency committee. With the supervisor's approval, an employee may use credit hours or leave during core hours.

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

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

(1) Compressed schedule:

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

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

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

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

### Section 3. Timekeeping

## Union Final Proposal – August 3, 2004

### Article 5

#### Leave

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

#### Section 1. Annual Leave

- a. The taking of annual leave is a right of an employee. The granting and scheduling of said leave is based on the needs of the Department in accomplishing its mission. The employee and supervisor are encouraged to plan, to the extent possible, the utilization of annual leave.
- b. Annual leave which will be earned during the leave year will be credited at the beginning of the leave year and is available for use during the year. However, if an employee separates from DOL prior to the end of the leave year, he/she will be required to pay back the value of any leave taken above that which has been accrued as of the date of separation.
- c. Except in an emergency (unanticipated event), annual leave must be requested in advance (i.e., when the employee has knowledge of the need). Management's decision to grant or deny annual leave will be based solely on mission requirements; except in emergency situations, the reason for the leave request will not be considered. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee would be able to take the requested leave.
- d. Annual leave may be used in increments of fifteen (15) minutes (.25 hours).
- e. Annual leave which is accrued beyond 240 hours will be lost at the end of the leave year unless it is used or the leave is restored. Annual leave above the 240 hour carry-over limit may be restored if: (1) the leave has been requested by the employee in writing before the beginning of the third pay period before the end of the leave year; (2) it is approved by the supervisor in writing but is subsequently not used in the leave year due to illness or business exigency; and (3) it cannot be rescheduled during the remainder of the leave year.

#### Section 2. Sick Leave

- a. Earned sick leave will be granted when an employee:
  - (1) requests advance approval for medical, dental, or optical examination or treatment;
  - (2) is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement; or

(3) is required to give care and attendance to a member of his/her immediate family afflicted with a contagious disease, or would jeopardize the health of others because of exposure to a contagious disease.

b. A contagious disease is a disease ruled to be subject to a quarantine, requiring isolation of the patient, or requiring restriction of movement by the patient for a specified period of time as prescribed by the local health authorities having jurisdiction.

c. When an employee in the unit is unable to report for duty because of illness or injury, notification must be given to the appropriate supervisor as soon as possible, normally no later than the beginning of core hours. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave.

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

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

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

### Section 3. Leave Restriction

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

b. Leave abuse may be present when:

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

c. When an employee's absences indicate an abuse of leave, the employee will be advised in writing of the problem and the appropriate restrictions which apply. The leave restriction should deal with the identified leave abuse problem and the procedures which must be followed to obtain leave.

Leave restrictions will be in place for no longer than four (4) months. However, if the problem persists, the leave restriction may be extended in increments of four (4) months or less.

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

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

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

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

d. The Union agrees that all of the leaves of absence granted or approved in accordance with this Article are without pay and subject to all conditions that may be imposed by law or higher regulation.

e. Employees on leave of absence, as described in this Section, are entitled to coverage under the health, life insurance, and retirement programs, as provided for by Title 5 of the United States Code and Office of Personnel Management regulations.

f. Management, to the extent of its authority, shall place the employee at the end of the leave of absence in the position the employee left, or one of like status, grade, and pay.

#### Section 5. Leave Without Pay (LWOP)

a. Leave without pay (LWOP) is a temporary nonpay status and approved absence from duty granted upon the employee's request during hours which an employee would otherwise work or for which he/she would be paid.

b. Requests for extended leave without pay, not to exceed one (1) year, may be approved if they can be justified under standards and criteria outlined in 5 CFR 630.

c. Other requests for short periods of leave without pay may be granted, depending on workload and the needs of the Department.

d. Information regarding the impact of LWOP on employee benefits may be obtained from the employee's servicing Human Resources Office.

#### Section 6. Absence Without Leave (AWOL)

a. Absence without leave (AWOL) is absence without approved leave. An employee may be charged with AWOL when absent without prior authorization and without adequate reason for failing to obtain prior approval for the absence.

b. A charge to AWOL is not a disciplinary action but may serve as the basis for taking disciplinary action.

#### Section 7. Administrative Leave

a. Administrative leave is an authorized absence from duty without loss of pay or charge against leave which supervisors may grant. It may be granted for purposes related to but not part of an employee's regular duties, or for civic duties or activities which are deemed to be in the interest or to further a function of the Department. Administrative leave can only be granted for activities which can be paid for by DOL appropriations and which cannot be accomplished outside regular business hours.

b. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at work. Such arrangements should include exploring alternative means of transportation, if they are available.

c. Management may apply administrative leave to tardiness which is clearly attributable to extraordinary weather, public transportation, or traffic tie-up conditions. In considering requests for excused absences, Management shall consider factors such as the distance between the employee's residence and place of work, the modes of transportation available to an employee, and the efforts made by employees traveling under similar circumstances in getting to work on time.

#### d. Registration and Voting

(1) As a general rule, where the polls are not open at least three (3) hours before or three (3) hours after an employee's regular hours of work, the employee may be granted an amount of administrative leave to vote in a civil election which will permit the employee to report for work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off.

(2) Under exceptional circumstances where the general rule

does not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances in the individual case, but not to exceed a full day.

(3) If an employee's voting place is beyond normal commuting distance and vote by absentee ballot is not permitted, the employee may be granted sufficient time off in order to be able to make the trip to vote. Where more than one (1) day is required to make the trip to the voting place, the Department shall observe a liberal policy in granting the necessary leave for this purpose. Time off in excess of one (1) day shall be charged to annual leave or if annual leave is exhausted, then to LWOP.

(4) For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day round-trip travel distance of the employee's place of residence.

#### e. Civil Defense Activities

(1) Full-time employees who participate in Federally recognized civil defense programs may be excused for a reasonable amount of time, to participate in pre-emergency training and test programs, without charge to leave up to a maximum of forty (40) hours in any calendar year.

(2) Employees seeking approval for administrative leave under this Section shall provide to the supervisor evidence from State or local civil defense officials that the employee served or participated in such programs pursuant to a specific request of a public governmental body or organization established pursuant to and in accordance with a State civil defense law.

#### f. Participation in Military Funerals

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

g. Blood Donation

An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, may be granted sufficient administrative leave to donate blood up to four (4) hours on the same day on which the donation is made and not more than once in a calendar month.h. Medical Administrative leave may be granted for:

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

i. Examinations

Administrative leave may be granted as follows:

- (1) Absence to take either Departmental or civil service examinations required in connection with:
  - (a) A promotion, reassignment, or other position change in the Department;
  - (b) Acquisition of civil service status in the Department; or
  - (c) Consultation with DOL employee development personnel, or taking an aptitude or other test arranged for by such personnel.
- (2) Absence for up to three (3) workdays to take a Certified Public Accountant (CPA) examination, provided that accounting is directly related to the employee's current duties.
- (3) Absence of a legal assistant or attorney either as a means of qualifying for appointment as attorney, or if deemed by the Department to be necessary for the effective conduct of the Government's business:
  - (a) while taking an examination for admission to the bar of any State or of the District of Columbia (either for initial admission or for admission in another jurisdiction); or
  - (b) while appearing in court to be admitted

to practice, either initially or in another jurisdiction.

#### Section 8. Court Leave

An employee will be authorized absence from work status without charge to leave or loss of pay for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of the Federal Government or State or local Government.

#### Section 9. Religious Leave

A supervisor may permit an employee to work compensatory time off for the purpose of taking time off without charge to leave when religious beliefs require the employee to abstain from work during certain periods of the workday or workweek, to the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Department's mission. The employee may work the compensatory time off either before or after taking it. In either case, the employee must establish a schedule with his/her supervisor to work the compensatory time off.

#### Section 10. Lunch Period

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

#### Section 11. Family Leave

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

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

employee to the same job and location. Employees on extended approved absences may be recalled subject to the needs of the Agency mission.

#### Section 12. Maternity, Paternity, and Child-Rearing Leave

##### a. Use of Annual Leave or Leave Without Pay

An employee may be granted any combination of annual leave or leave without pay, for a period up to two (2) years for the purposes of pregnancy and for assisting or caring for the minor children of the employee (including adopted children or children in the custody of the employee) or the mother of a male employee's newborn child while the mother is incapacitated for maternity reasons.

##### b. Use of Sick Leave

A female employee may use sick leave to cover the time required for physical examinations and to cover any period of incapacitation due to pregnancy. Such sick leave may be used in combination with annual leave and leave without pay.

#### Section 13. Adoptive Leave

Annual leave, leave without pay, or sick leave, in accordance with Office of Personnel Management (OPM) regulations, can be used by an employee for those absences associated with their adoption of children.

#### Section 14. Definition of Family Member

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

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

## **Union Final Proposal – August 3, 2004**

### **Article 10**

#### **Flexiplace**

##### Section 1: Purpose

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

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

##### Section 2: Types of Arrangements: Informal and Formal

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

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

##### Section 3: Eligibility for the Formal Program

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

A. Whether a sufficient amount of the employee's work, in fact, can be performed at an alternate worksite. It is understood that the accomplishment of the Agency's mission is paramount. While supervisors and managers are encouraged to be progressive in regard to reengineering or restructuring how their offices operate or the manner in which they assign work, there is no contractual obligation or requirement on management to do so to accommodate an employee's request to participate in flexiplace.

B. The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.

C. The employee's most recent performance evaluation is at least Fully Successful and the employee has demonstrated an ability to work alone and without face-to-face supervision.

D. There are not conduct problems that would cause management to be concerned about the employee's trustworthiness or dependability.

E. Coverage of office functions (see Section 4).

F. Costs of such an arrangement: The parties recognize that costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in flexiplace arrangements. While it is expected that flexiplace will require some costs, the costs involved may be too much to finance an employee on flexiplace.

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

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

#### Section 4: Coverage of Office Functions

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

1. Having phones answered;
2. Providing clerical, technical, and professional support;
3. Providing office representation at essential meetings;

4. Handling inquiries from the public; and
5. Providing program needs based on business necessity.

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

#### Section 5: Time Frames

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

B. If disapproved, the employee will be advised in writing with the reason(s). If the disapproval subsequently becomes the subject of an arbitration, the parties will clarify all the issues in accordance with Article 44, Section 5, of the master Agreement.

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

#### Section 6: Operating Principles

A. For employees who are approved to be on formal flexiplace, the employee will have the option to work the designated flexitime plan/schedule of his/her organization or to opt out of flexitime. If the employee's choice is to opt out, then the supervisor and the employee will agree on an 8 1/2 hour tour of duty.

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

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

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

E. For employees who are approved to be on flexiplace, the following applies with respect to equipment.

1. If the employee uses government equipment, the employee will use and protect the equipment in accordance with 5 CFR 2635.704.
2. Government-owned equipment will be serviced and maintained by the Government.
3. If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
4. Employees will ordinarily be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.

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

G. After the employee and supervisor have signed the Standard Individual Flexiplace Work Agreement, the employee shall be encouraged to meet with the Local 12 Agency Vice President or designee in order that the Union may determine that the Standard Individual Flexiplace Work Agreement is consistent with this contract.

H. To ensure access to bargaining unit employees participating in flexiplace, the Standard Individual Flexiplace Work Agreement will state the employee's name, his/her alternate worksite address(es), including telephone number, e-mail and/or fax number, unless currently prohibited by law. Management shall provide any omitted information upon receipt. A copy of the executed Standard Individual Flexiplace Work Agreement shall be provided to the Union (N-1501).

## Section 7: Recall

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

less than 24 hours advance notice will be given but there may be times when advance notice cannot be given.

#### Section 8: Termination

A. Supervisors may terminate an agreement whenever:

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

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

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

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

#### Section 9: Space

Space changes are governed by the provisions of Article 29.

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

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

#### Section 11: Grievability

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

#### Section 12: Issue Resolution

Agency managers and union officials are encouraged to establish creative approaches to provide information and resolve problems regarding flexiplace. Such approaches could include joint task forces, joint committees, designated technical advisors, etc. Where there are disputes over participation, recall or termination of a formal flexiplace arrangement, the parties encourage agency and union officials to develop alternate dispute resolution methods to resolve such issues. Each DOL Agency will designate one person to whom employees and supervisors can go for technical guidance and assistance as flexiplace issues or problems arise. In addition, the parties will provide joint training on this Article to that individual as well as Agency Vice-Presidents and stewards.

#### Section 13: Flexiplace Committee

There shall be a committee at the Departmental level composed of up to five (5) members from each party to oversee implementation and evaluate the functioning of the flexiplace program. This committee will not address individual issues or concerns.

**U.S. DEPARTMENT OF LABOR  
FLEXIPLACE PROGRAM  
Section 14: Employee Self-Certification Safety Checklist**

NAME: \_\_\_\_\_  
AGENCY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
BUSINESS TELEPHONE: \_\_\_\_\_  
SUPERVISOR: \_\_\_\_\_

Dear Flexiplace Program Participant:

The following checklist is designed to assess the overall safety of the alternate duty station. Each participant should read and complete the self-certification safety checklist. Upon completion the checklist should be signed and dated by the participant employee and immediate supervisor.

The alternate duty station is \_\_\_\_\_

Describe the designated work area in the alternate duty station.

\_\_\_\_\_

**A. WORKPLACE ENVIRONMENT**

1. Are all stairs with 4 or more steps equipped with handrails?  
 Yes  No
2. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?  
 Yes  No
3. Do circuit breakers clearly indicate if they are in the open or closed position?  
 Yes  No
4. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?  
 Yes  No
5. Will the building's electrical system permit the grounding of electrical equipment?  
 Yes  No
6. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?  
 Yes  No
7. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?  
 Yes  No
8. Are chairs safe? (No loose casters (wheels) or rungs and legs of chairs are sturdy)

Yes  No

9. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?

Yes  No

10. Is the office space neat, clean, and free of excessive amounts of combustibles?

Yes  No

11. Are floor surfaces clean, dry, level, and free of worn or frayed seams?

Yes  No

12. Are carpets well secured to the floor and free of frayed or worn seams?

Yes  No

13. Is there enough light for reading?

Yes  No

#### B. COMPUTER WORKSTATION (IF APPLICABLE)

14. Is your chair adjustable?

Yes  No

15. Do you know how to adjust your chair?

Yes  No

16. Is your back adequately supported by a backrest?

Yes  No

17. Are your feet on the floor or fully supported by a footrest?

Yes  No

18. Are you satisfied with the placement of your VDT and keyboard?

Yes  No

19. Is it easy to read the text on your screen?

Yes  No

20. Do you need a document holder?

Yes  No

21. Do you have enough leg room at your desk?

Yes  No

22. Is the VDT screen free from noticeable glare?

Yes  No

23. Is the top of the VDT screen eye level?

Yes  No

24. Is there space to rest the arms while not keying?

Yes  No

25. When keying, are your forearms close to parallel with the floor?

Yes  No

26. Are your wrists fairly straight when keying?

Yes  No

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Immediate Supervisor's Signature \_\_\_\_\_

Date: \_\_\_\_\_

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



**U.S. DEPARTMENT OF LABOR  
FLEXIPLACE PROGRAM**

Section 15: Standard Individual Flexiplace Work Agreement

The following constitutes a work agreement between:

NAME: \_\_\_\_\_  
AGENCY: \_\_\_\_\_  
ALTERNATE WORKSITE ADDRESS: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
BUSINESS TELEPHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
SUPERVISOR: \_\_\_\_\_

on the terms and conditions of the individual's participation in the attached Flexible Workplace Program.

The employee volunteers to participate in Flexiplace and agrees to adhere to the terms and conditions of the Flexible Workplace Program and this agreement. The Agency concurs with this employee's participation and agrees to adhere to the terms and conditions of the Flexible Workplace Program.

The employee's Flexiplace arrangement will begin on \_\_\_\_\_

The employee  chooses  chooses not to participate in the office's flexitime plan.

If the employee chooses not to participate in flexitime, the employee and supervisor agree that the employee's official tour of duty will be from \_\_\_\_\_ to \_\_\_\_\_

If the employee chooses to participate in the office's flexitime plan, the employee will communicate his/her daily start and stop times by means of \_\_\_\_\_

Everything in this section is subject to office coverage needs as outlined in Section 4 of Article 10 and Article 4 of the DOL - Local 12 Collective Bargaining Agreement.

The employee will report to the office on the following day(s) \_\_\_\_\_  
Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a different day on an ad hoc/as needed basis.

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

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

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

Employees must make a reasonable attempt to ensure a safe and healthy work environment.

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

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

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

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

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

Supervisor's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Employee's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

## Union Final Proposal – August 3, 2004

### Article 29

#### Space

##### Section 1. General

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

##### Section 2. Space Guidelines

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

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

### Section 3. Consultations

- a. It is the intent of the parties to resolve space issues at the lowest possible level. When a space change is to occur which will have an impact on bargaining unit employees, informal notification will be given to the Agency Vice President for the affected Agency. The Agency Vice President or his/her designee shall arrange a meeting to consult with the appropriate Management official concerning the proposed space changes. Following these consultations, the Union will be given a copy of the final space plan.
- b. The discussions should deal with all aspects of the changes being proposed by Management. The discussions should include, where appropriate, such issues as the following: size, design and location of offices and workstations; access to windows; common use space (break rooms, conference rooms, etc.); parking; furniture, carpets, paint, etc.; location of common use equipment; and storage or file space.
- c. Whenever changes are proposed in an Agency, the elimination of existing space inequities within that Agency may be a legitimate topic for discussion.

### Section 4. Negotiations

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

**Article 30**

**Technology**

**Section 1. General**

Technology is dramatically impacting work processes throughout business and Government nationwide. While innovations in technology are occurring so rapidly it is impossible to anticipate them, the Department and the Union embrace the opportunities created to improve work processes and employee skills. The parties recognize that to take advantage of the opportunities technology presents, ways must be found to work together to ensure that employees understand the technologies and that they are provided the necessary equipment, training, and systems to carry out their duties and responsibilities. To that end, the parties are committed to exploring ways to share information about technology, while respecting each other's statutory rights. The parties also agree that the Union does not waive its statutory right to bargain in connection with the impact on working conditions of bargaining unit employees resulting from changes in technology.

Whenever the Department acquires or implements any hardware, software, or system based upon technology that may adversely impact on employees in the bargaining unit, the Department will notify the Union.

**Section 2. Training**

As the Department introduces technology, appropriate training (e.g., on-line instruction, desk-aids, Help lines, mentors, and/or classroom sessions) will be made available to employees affected by the introduction of procedures and technology. Additional training will be provided for employees who need it.

**Section 3. Technology Team**

The Department and Local 12 shall form a Technology Team with equal representation from the Department and Local 12, which will meet at the request of either party. The Department shall provide the Technology Team with copies of preliminary and final announcements of new standard hardware and software products and of upgrades to existing standard hardware and software products, as such announcements become available.

The Team shall:

- a. Discuss problems that bargaining unit employees are experiencing with technology and shall make recommendations to the Department Labor-Management Relations Committee, or an Agency Labor-Management Relations

Committee, as appropriate, to correct or alleviate problems being experienced by employees with technology;

- b. Discuss ways to facilitate information sharing on new technology;
- c. Discuss concerns of Local 12 or the Department regarding expected changes in technology;
- d. Attempt to identify potential impacts of expected changes in technology;
- e. Oversee training, as discussed in Section 2;
- f. Review and discuss employee concerns about training and recommend ways in which training can be improved;
- g. Report to the National Office Safety and Health Committee any technology matters believed to be within its responsibilities under Article 28 of the collective bargaining agreement (CBA); and
- h. Discuss any other technology issues relating to bargaining unit employees.

## **Union Final Proposal – August 3, 2004**

### **Article 35**

#### **Labor-Management Relations**

##### **Section 1. Statement of Purpose**

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

##### **Section 2. Levels of Consultation and Communication**

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

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

##### **Section 3. DOL Agency Labor-Management Relations Committees**

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

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

- Immediate Office of the Secretary
- Immediate Office of the Deputy Secretary
- Office of the Assistant Secretary for Policy (ASP)
  
- Benefits Review Board (BRB)
  
- Administrative Review Board (ARB)
- Employees' Compensation Appeals Board (ECAB)
  
- Office of Adjudicatory Services
- Executive Secretariat
- Office of Administrative Law Judges (ALJ)
- Office of Congressional and Intergovernmental Affairs (OCIA)
  
- Office of Disability Employment Policy (ODEP)
  
- Office of Public Affairs (OPA)
- Office of Small Business Programs (OSBP)
- Office of the Chief Financial Officer (OCFO)
- Women's Bureau (WB)

In instances where the issues of concern relate to a specific organizational component, the Director of Employee and Labor-Management Relations will arrange for a meeting with the appropriate parties.

#### Section 4. Department Labor-Management Relations Committee

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

#### Section 5. Organizational Changes

- a. The Department and Local 12 agree that there shall be meaningful consultation between them on organizational changes.
- b. It is the intent of the parties to resolve issues regarding organizational changes at the lowest possible level. When Management is proposing an organizational change that will impact bargaining unit employees, notification will be given to the Agency Vice President for the affected Agency. The Agency Vice President or his/her designee shall arrange a meeting to consult with the appropriate Management official(s) concerning the proposed changes. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If any subsequent changes to the proposal are made

after initial consultations have been completed, further consultations will be conducted.

c. Prior to consultations in 5.b. above, the Department shall furnish the Union copies of the following:

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

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

e. Where an organizational change affects more than one Agency, consultations and negotiations, if necessary, shall be conducted at the Departmental level.

#### Section 6. Impact Bargaining

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



## **Union Final Proposal – August 3, 2004**

### **Article 36**

#### **Mid-Term Bargaining**

##### **Section 1. Bargaining Committees**

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

##### **Section 2. Departmental Mid-Term Negotiations**

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

##### **Section 3. Agency Mid-Term Negotiations**

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

#### Section 4. Time Frames

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

#### Section 5. Mid-Term Bargaining Impasses

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

#### Section 6. Interest-Based Bargaining

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

## **Union Final Proposal – September 23, 2004**

### **Article 43**

#### **Grievance Procedure**

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

##### **Section 1. Purpose**

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

##### **Section 2. Coverage and Scope**

- a. A grievance means any complaint:
  - (1) by any employee concerning any matter relating to the employment of the employee;
  - (2) by Local 12 concerning any matter relating to the employment of any employee; or
  - (3) by an employee or Local 12 or the Department of Labor concerning:
    - (a) the effect or interpretation, or a claim of breach, of this Collective Bargaining Agreement; or
    - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- b. The procedure in this Article shall be available to all employees in the bargaining unit, except that those employees on temporary limited appointment and those who have not completed probation may submit a grievance only with respect to:

the information specified in Section 7.a.(3) for Step 1 and Section 7.b.(1) for Step 2.

b. Trivial or clearly mechanical errors not affecting the substantial rights of a party shall be disregarded at every stage of the proceedings under this Article. A properly filed grievance form shall be accepted and processed promptly. An incomplete form will not be a basis for rejecting the grievance, but will be returned to the grievant or the Union for proper completion before processing. For purposes of timeliness, the grievance will be considered filed when the form is first received by the appropriate Management official. However, the time for response will not begin until the properly completed grievance form is received by the appropriate official.

c. A grievance is properly filed when prepared in accordance with Subsection a. of this Section and shall be accepted by the Department when it is postmarked or personally delivered to the appropriate official within the time limits established in this Article.

## Section 7. Procedures

### a. Step 1

(1) A grievance must be filed within twenty (20) workdays of when an employee and/or the Union has learned of the alleged violation. A grievance concerning a continuing condition may be filed at any time during the existence of that condition.

(2) All grievances other than those concerning merit staffing shall ordinarily be filed with the immediate supervisor, unless it is mutually determined that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. This mutual determination is to be made between the servicing Labor Relations Officer and the Local's Agency Vice President. All grievances concerning merit staffing shall be filed with the servicing Human Resources Officer at Step 2, with Step 1 being automatically waived.

(3) When filing a grievance at Step 1, the grievant shall provide the basic facts, issues, or concerns on the grievance form. The supervisor, the aggrieved employee, and the Union steward shall have five (5) workdays from the filing of the grievance to meet and discuss the grievance. The meeting shall be arranged with the Union steward. The supervisor will communicate the decision on the grievance either orally at the conclusion of the meeting or in writing within five (5) workdays from the date of the meeting.

(4) Representation at Step 1 shall be provided by any steward in the same Agency as the grievant, unless a steward from another jurisdiction is appointed by the President in accordance with Article 41, Section 3.

(5) If no decision is rendered in a timely fashion, the

grievant or Union may appeal to Step 2 or the Union may notify the Office of Employee and Labor-Management Relations (OELMR), which will ensure that a decision is rendered within three (3) workdays.

b. Step 2

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

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

(2) The Step 2 appeal shall be filed with the senior career program official in the same program as the grievant. The Step 2 appeal shall be considered filed when it is postmarked or personally delivered to the appropriate Agency official in a timely manner. The grievant or the Union will provide a courtesy copy to the immediate supervisor and the Agency Labor Relations Officer. If the appeal is filed with the wrong Agency official, Management shall forward it to the correct official and so notify the grievant and Union. A merit staffing grievance is filed at Step 2 with the servicing Human Resources Officer within twenty (20) workdays of when an employee and/or the Union has learned of the alleged violation.

(3) At Step 2, the grievant shall be represented by the Agency Vice President of the grievant's Agency or by another steward in that Agency designated by the Agency Vice President, unless the designation is made by the President of Local 12 in accordance with Article 41, Section 3.

(4) The Agency official, grievant, and Union shall have ten

(10) workdays from the filing of the Step 2 appeal to meet and discuss the grievance. The meeting shall be arranged with the Union representative. The Agency official shall render a written decision to the grievant and Union representative within five (5) workdays of the Step 2 meeting. If no decision is rendered in a timely fashion, the Union may appeal to arbitration or the Union may notify OELMR, which will ensure that a decision is rendered within three (3) workdays.

## Section 8. Union Grievances

a. A grievance initiated by the Union must bear one signature of an official(s) or representative(s) designated by the President or Executive Vice President of Local 12.

b. Union-Filed Institutional Grievances

A grievance filed by Local 12 which does not seek personal relief for a particular employee or group of employees, but rather expresses Local 12's disagreement with Management's interpretation or application of the Agreement and which seeks an institutional remedy, shall be processed as follows:

(1) On a matter involving more than a single DOL Agency, the grievance shall be filed with OELMR at Step 2. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

(2) On a matter specific and limited to a single DOL Agency, the grievance shall be filed with the Administrative Officer at Step 2. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

(3) A grievance filed in accordance with paragraphs (1) or (2) above must be filed within twenty (20) workdays of the occurrence of the alleged violation.

c. Union-Filed Employee Grievances

(1) If the Union files a grievance seeking personal relief for an individual employee or group of employees, the grievance(s) should be filed in accordance with the procedures delineated in Article 43, Section 7, just as if the affected employee(s) had initiated the grievance(s).

(2) Where mutually agreeable by the parties, Union-filed grievances on the same matter on behalf of two (2) or more

employees may be processed as a single grievance for the purpose of resolving the grievances.

(a) If the employee grievants are under the supervision of a single supervisor, the Step 1 grievances may be consolidated as a single grievance with that supervisor.

(b) If the employee grievants are under the supervision of different supervisors within a single DOL Agency, the grievances may be consolidated with the Agency Administrative Officer at Step 1.

(c) If the employee grievants are under the supervision of different supervisors in more than one (1) DOL Agency, the grievances may be consolidated and filed at Step 2 with OELMR. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

#### Section 9. Department of Labor Grievances

If the Department of Labor wishes to file a grievance, the Director of OELMR will sign and file a written grievance with the Local 12 President within twenty (20) workdays of when the Department has learned of the alleged violation. When filing a grievance, the Department shall provide in writing the basic facts, issues, concerns, provisions of the Agreement alleged to have been violated, and remedy sought. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, the Department may invoke arbitration within the next twenty-five (25) workdays.

#### Section 10. Invocation of Arbitration

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

#### Section 11. Grievability/Arbitrability

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

#### Section 12. Termination of Grievance

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

#### Section 13. Modification of Procedures

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

#### Section 14. Stays of Certain Personnel Actions

- a. Upon timely filing of a grievance within five (5) workdays after receipt of a decision to remove under 5 U.S.C. 4303 or 7512 a bargaining unit employee who has 10 years or more of Federal service, the Department agrees to stay such action for three (3) months or until an arbitrator makes an award, whichever comes first. In such cases, Step 1 of the grievance procedure is waived and the grievance immediately goes to Step 2; however, if the Union represented the employee during the notice and response period, Step 2 of the grievance procedure may also be waived.
- b. With respect to Subsection a. of this Section, such stays shall not be applicable to employees in the excepted service.

## **Union Final Proposal – August 3, 2004**

### **Article 44**

#### **Arbitration**

##### Section 1. Panel of Arbitrators

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

##### Section 2. Cost of Arbitration

- a. The arbitrators' fees and expenses will be paid by both parties in equal proportions.

- b. Management will pay for such transcripts as may be requested by either party with respect to such arbitrations as may occur under this Article. Where such a transcript is made, a copy of it will be furnished to both the Union and the arbitrator.

### Section 3. Scheduling of Arbitration Hearings

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

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

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

### Section 5. Prehearing Procedures

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

### Section 6. Hearing Site

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

#### Section 7. Expedited Arbitration

a. The parties agree to use expedited arbitration for the purpose of timely resolution of noncomplex disputes.

b. Expedited arbitration will be used for grievances pertaining to the following subjects:

- (1) Written counseling, warnings, reprimands, or admonishments or suspensions of fourteen (14) days or less;
- (2) Leave restriction letters;
- (3) Absent Without Leave (AWOL) charges;
- (4) Removal from flexitime;
- (5) Performance appraisals where only element rating(s) is (are) challenged;
- (6) Merit staffing grievances where the sole issue is whether the grievant was improperly excluded from the certificate of eligibles; or
- (7) Denial of within-grade increases.

c. By mutual consent of the parties, grievances other than those listed in Subsection b. of this Section may be invoked to expedited arbitration.

d. Expedited arbitration will not be used to resolve disputes where the subject matter includes:

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

e. Time Parameters and Conduct of Hearing

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

#### Section 8. Authority and Decision of the Arbitrator

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

#### Section 9. Grievability and Arbitrability

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

## **Union Final Proposal – August 3, 2004**

### **Article 46**

#### **Facilities and Services**

##### Section 1. General

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

##### Section 2. Union Bulletin Boards and Kiosks

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

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

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

##### Section 4. Parking

- a. Assigned Permits. The Department agrees to provide three (3) parking permits for the Union's use in the FPB which shall be issued in the name of the Union for use by persons designated by the Union. The Union is responsible for paying any standard fees or charges normally assessed for

use of similar parking privileges.

b. Union Visitors' Parking. In the event the Union needs a parking space(s) for a visitor(s) to the FPB, such request should be made to the Department's Office of Facilities Management, Office of the Assistant Secretary for Administration and Management, one (1) day in advance of the need. The Department will accommodate such requests to the extent space is available.

#### Section 5. Use of Departmental Photocopying Equipment

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

#### Section 6. Distribution of Union Handbills and Other Solicitations

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

#### Section 7. Use of Departmental Meeting Rooms

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

#### Section 8. Meeting Space in Outlying Buildings

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

#### Section 9. Copies of Departmental Rules and Regulations

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

#### Section 10. Use of Internal Mail System

The Union shall have the opportunity to utilize the Department's internal mail system to distribute its newsletter to all employees. Material distributed through the internal mail system will be clearly identified as Local 12 material and may not contain any scurrilous, libelous, disparaging, or otherwise inappropriate material.

In all cases, the Union is responsible for providing the Department with the appropriate number of copies of the material to be distributed and sufficiently in advance of the distribution deadline desired.

#### Section 11. Electronic Mail

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



## **Final Union Proposal – September 23, 2004**

### **Article 47**

#### **Duration**

##### Section 1. Effective Date

This Agreement shall become effective 30 days after ratification by the Union membership.

##### Section 2. Duration

This Agreement shall remain in full force and effect for three (3) years and from year to year thereafter, unless either party gives to the other written notice of intention to terminate or reopen. Either party may give notice to the other not more than ninety (90) nor less than sixty (60) calendar days prior to the expiration date of this Agreement of its desire to renegotiate or amend this Agreement. When such notice is given, the parties shall meet within ten (10) workdays to begin negotiations on ground rules. All provisions of this agreement concerning mandatory subjects of bargaining shall remain in full force and effect during negotiations and until a new contract takes effect.

##### Section 3. Supplemental Agreement

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

- a. Drug Testing Program signed 12/6/91.
- b. Use of message section of the earnings and leave statement signed 10/20/94;
- c. Leave Bank signed 1/25/95;
- d. Accessibility of documents to an employee in a form other than electronic signed 8/15/00;
- e. Implementation of DLMS-7, Chapter 1 signed 5/11/00;
- f. Business Cards signed 4/6/99;
  
- g. Implementation of Contracting Out of Bill Paying signed 6/3/03;
  
- h. Implementation of the Office of Workers' Compensation Programs' Automated Systems for Imaging Services (OASIS) signed 1/25/01;

- i. Reorganization of OMAP/DFM (ESA) signed 2/5/01;
- j. Salary Offset Provisions of Debt Collection Act of 1982 signed 9/11/86;
- k. SOL's automated time distribution system signed 7/19/94;
- l. Supplement to SOL's automated time distribution system signed 10/18/94;
- m. Parking Assignments for Handicapped Employees signed 8/31/95;
- n. Implementation of the Veterans Employment Opportunities Act of 1998 signed 4/30/99;
- o. Implementation of the closure of the imprest fund signed 4/30/99;
- p. MSHA Hearing Conservation Program (HCP) signed 2/6/01;
- q. Reassignments of BLS Economic Assistants signed 11/21/02;
- r. DOL E-Procurement System (EPS) signed 8/4/03;
- s. Space change in OWCP (BLS) signed 9/29/03;
- t. Space change in OCEA (BLS) signed 5/11/04; and
- u. Space change in DCPCS (BLS) signed 5/12/04.

#### Section 4. Dues Withholding

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

#### Section 5. Savings Clause

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

## **Union Final Proposal – September 23, 2004**

### **New Article**

#### **Transit Subsidy**

The parties agree that the Department will maintain a transit subsidy program available to bargaining unit employees as follows:

- 1) All bargaining unit users of eligible mass transit or of eligible commuter highway vehicles (CHVs) will be provided a subsidy of \$100.00 per month via MetroChek.
- 2) All bargaining unit employees who convert from commuting solely by privately operated vehicles (POVs) to eligible mass transit or CHVs for all or part of their commute will receive an additional \$5.00 per month for 6 months.
- 3) The Department may reduce or suspend the transit subsidy for all bargaining unit employees when it deems funding to be insufficient.
- 4) An employee's monthly subsidy cannot exceed the employee's actual cost of commuting by eligible mass transit or CHV.
- 5) If an employee's mass transit provider does not accept MetroChek, the Department will attempt to establish with the provider an arrangement equivalent to MetroChek.
- 6) The parties shall maintain a joint oversight and monitoring committee for the program to deal with issues or problems as they arise, as well as matters of program implementation and consistency of application across agency lines. The Committee will have no role in matters of individual employee discipline or adverse action concerning misconduct in connection with the transit subsidy program.
- 7) Employee participants must certify each month that they use eligible mass transit or eligible CHV as their regular and recurring means of commuting.
- 8) MetroChek is not transferable.



**Union Final Proposal – August 3, 2004**

**New Article**

**Child Care Subsidy**

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

- a. The Department of Labor Child Care Subsidy Program, in accordance with Public Law 107-67, is intended to foster a quality work place for employees through the use of licensed child care by subsidizing costs for lower family income employees while at the same time improving recruitment efforts, improving retention, reducing absenteeism, and improving morale. The Program will provide assistance to lower income working families in their efforts to obtain quality, licensed day care for dependent children through age 13 and disabled children through age 18. Qualified participants must be utilizing licensed child care, meet income level definitions, and maintain a full-time or part-time permanent position status.
- b. This agreement is made pursuant to the government-wide regulations of the Office of Personnel Management. Appropriated funds, otherwise available for salaries, will be utilized to fund the program.

The subsidy payment plan is as follows:

<b>Total Family Income</b>	<b>Percentage of Actual Child Care Costs</b>	<b>Monthly Not to Exceed</b>
<\$26,929	70%	\$500
\$26,929-\$30,580	60%	\$400
\$30,581-\$39,999	50%	\$375
\$40,000-\$49,999	40%	\$350
\$50,000-\$59,999	30%	\$250
\$60,000-\$69,999	20%	\$225
\$70,000-\$79,999	10%	\$200

- c. Any annual subsidy received in excess of \$5,000 (\$2,500 in the case of a separate return by a married individual) must be included as part of gross income for tax purposes, in accordance with 26 USC 129.
- d. The Department may reduce or suspend the child care subsidy for all bargaining unit employees when it deems funding to be insufficient.

**Management Final Offer – September 23, 2004**

**Article 4**

**Flexible or Compressed Work Schedules**

**Section 1. General**

- a. The Department will adhere to all applicable Government-wide rules and regulations and the provisions in this Article in the administration of flexible or compressed work arrangements. Moreover, the Department shall administer this article in accordance with DPR 610, as specified or except as provided herein.
- b. All employees will come under a Variable Week work schedule, except that any employee may work a standard workday/workweek or a compressed work schedule. Moreover, employees who were previously working in an office that operated under a "maxiflex" schedule will be "grandfathered" and allowed to remain on that schedule as long as they remain in that office.

**Section 2. Definitions and Administration**

- a. Variable Week is a flexible schedule containing core time on each workday in the biweekly pay period in which a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period. An employee may vary the number of hours worked on a given workday or the number of hours each week, within the limits established for the organization.
- b. Under Variable Week, the following shall apply:
  - (1) Credit hours are earned for the time voluntarily worked in excess of an employee's basic work requirement. Employees may not "borrow" credit hours or use credit hours unless they have been accrued during a previous pay period. In accordance with law, full

time employees may carry over up to twenty-four (24) credit hours from pay period to pay period; part-time employees may carry over not more than one-fourth of the hours in their biweekly basic work requirement. Credit hours are earned and may be used in fifteen (15) minute increments. However, time spent in Absent Without Leave (AWOL) status will not count toward the basic work requirement for the purpose of accumulating credit hours.

- (2) Core hours are those designated times and days during the biweekly pay period when all employees must be present for work. Core hours shall be 5½ hours a day. Core hours will be 9:30 a.m. until 3:00 p.m. With the supervisor's approval, an employee may use credit hours or leave to account for absences during core hours, as well as absences outside of core hours.
- (3) Overtime hours are all hours in excess of eight (8) hours in a day or forty (40) hours in a week that are officially ordered in advance, but do not include credit hours.

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

- (1) In the case of a full-time employee, a compressed schedule is a fixed, non-flexible schedule constituting an eighty (80) hour biweekly basic work requirement that is scheduled for less than ten (10) workdays; in the case of a part-time employee, it is a fixed, non-flexible schedule constituting a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) workdays;
- (2) The compressed schedules used most often are the 5-4/9 and the four-day week. In the 5-4/9, full-time employees work eight daily 9½-hour fixed tours of duty and one 8½ hour fixed tour of duty in a pay period. In the four-day week, full-time employees work four daily 10½-hour fixed tours of duty each week.

- (3) The specific fixed hours and days to be worked are subject to the approval and authorization of the supervisor.
- (4) Since a compressed work schedule, like a standard workweek, is a fixed schedule, the concepts of flexible time bands, core time, and credit hours do not apply to a compressed work schedule.
- (5) Overtime hours are any hours in excess of those specified hours that constitute the compressed schedule.

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

- a. Serial sign in/sign out sheets showing times of arrival and departure will be used to record and report attendance. Under the serial sign in/sign out method, employees sign their name and record their actual time of arrival in order, one after the other. When departing from work at the end of the employees' work day, employees sign their name and record their time of departure in order, one after the other.
- b. Employees will report and record all hours in the Department's electronic time and attendance system.
- c. Employees who do not physically report to an office at the beginning and/or end of each day will not be using the serial sign in/sign out sheets. When these employees report to the office they will use the serial sign-in/sign-out sheets.

### **Section 4. Flexible Hours of Work**

- a. Except as may be limited by Section 5 or Section 7 below, employees on the day shift may begin work as early as 6:00 a.m. and may work as late as 7:00 p.m., Monday through Friday. Employees will not receive premium pay for hours worked past 6:00 p.m. unless such work is approved overtime.

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

#### **Section 5. Exceptions to Flexible Hours of Work**

- a. The mission of the Department must take priority. Due to specific job requirements in some offices, or lack of available work because of the nature of the position, all employees may not be allowed to utilize the full range of flexible time bands. As an example, this could apply to an employee whose responsibility and duties are limited to receiving visitors, answering incoming phone calls, or dealing with customers during the normal business hours of the office.
- b. Managers and Supervisors may require an employee or groups of employees to go off flexible or compressed schedules temporarily to meet Agency needs. The employee will be given as much advance notice as possible.

#### **Section 6. Part-Time Employees**

- a. The basic work requirement for a part-time employee is the number of hours which the employee is required to work or otherwise account for by use of credit hours, approved leave, compensatory time, or excused absence during a pay period.
- b. The basic work requirement for a part-time employee is the number of hours the employee is scheduled to work that day.
- c. Core hours will not necessarily apply to part-time employees. Appropriate arrangements will be worked out between the employee and the supervisor, consistent with the needs of the office and the spirit of the

program. However, supervisors retain the right to establish and make final decisions relative to any core hour arrangements for part time employees.

### **Section 7. Coverage of Mission and Office Functions**

- a. Management will continue to have responsibility and authority for seeing that the mission of the Department is carried out. Management will determine mission need requirements after discussions with employees at the office level. Some examples of the principal forms of coverage are:
  - (1) Answering phones;
  - (2) providing receptionist duties;
  - (3) providing clerical, technical, and professional support;
  - (4) providing office representation at essential meetings;
  - (5) handling inquiries from the public; and
  - (6) providing program needs based on business necessity.
- b. When the supervisor establishes coverage requirements, all employees are obliged to meet the coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. These requirements will remain in full force and effect until altered, amended, or revised. While the official daily tour of duty shall be an 8 1/2 hour day, Monday through Friday, overall coverage requirements for an office may be in excess of the 8 1/2 hour tour of duty, as determined by Management.

### **Section 8. Abuse**

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

- b. Removal from a flexible schedule for abuse is not a disciplinary action, and does not preclude other action by the employer within its authorities to effect disciplinary action including removal from employment.
- c. Normally employees will be given notice before being removed from a flexible schedule.

### **Section 9. Hours of Work**

- a. **Basic Workweek:** The basic or standard workweek normally consists of five (5) consecutive days, Monday through Friday, operating under conventional fixed work schedules, flexible work schedules, compressed work schedules, standby status, or first-40 hour workweek.
- b. **Reporting Hours:** All employees shall report and record all hours worked and not worked during the basic workweek, as well as all authorized or approved overtime or compensatory time during or outside the standard workweek, in the Department's electronic time and attendance system. The Department's time and attendance system is not merely for reporting and recording of flexible work schedules, but is required for all work schedules as they relate to pay administration.
- c. **Standard Workday:** The basic non-overtime workday will not exceed an 8-1/2 hour tour of duty, including time for a lunch break.
- d. **Lunch Break:** For all schedules operating within the basic workweek, the time period for employees to take their lunch break is between the hours of 11:00 a.m. and 2:00 p.m. That is, the lunch break will begin no earlier than 11:00 a.m. and must be concluded no later than 2:00 p.m. All employees are required to take a lunch break.

## **Management Final Offer – August 3, 2004**

### **Article 5**

#### **Leave**

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

#### **Section 1. Annual Leave**

- a. The taking of annual leave is a right of an employee, subject to the right of the supervisor to schedule the time at which annual leave may be taken based on the needs of the Department in accomplishing its mission. The employee and supervisor are encouraged to plan, to the extent possible, the utilization of annual leave.
- b. Approval to use annual leave that an employee has not yet earned is at the discretion of the supervisor. The amount of annual leave that may be advanced during a leave year is limited to the lesser of 64 hours or the amount of annual leave an employee would accrue in the remainder of the leave year. Requests for advanced annual leave for a period in excess of 64 hours, not to exceed the amount of annual leave an employee would accrue in the remainder of the leave year, may be approved when an employee is confronted with an emergency or other exceptional circumstance. However, if an employee separates from DOL prior to the end of the leave year, he/she will be required to pay back the value of any advanced leave for which he/she is indebted as of the date of separation.
- c. Except in an emergency (unanticipated event), annual leave must be requested in advance (i.e., when the employee has knowledge of the need). Management's decision to grant or deny annual leave

will be based solely on mission (including coverage) requirements; except in emergency situations, the reason for the leave request will not be considered. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee would be able to take the requested leave.

- d. Annual leave may be used in increments of fifteen (15) minutes (.25 hours).
- e. Annual leave which is accrued beyond 240 hours will be lost at the end of the leave year unless it is used or the leave is restored. Annual leave above the 240 hour carry-over limit may be restored if: (1) the leave has been requested by the employee in writing before the beginning of the third pay period before the end of the leave year; (2) it is approved by the supervisor in writing but is subsequently not used in the leave year due to illness or business exigency; and (3) it cannot be rescheduled during the remainder of the leave year.

## **Section 2. Sick Leave**

- a. Earned sick leave will be granted when an employee:
  - (1) requests advance approval for medical, dental, or optical examination or treatment;
  - (2) is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
  - (3) is required to give care and attendance to a member of his/her immediate family afflicted with a contagious disease, or would jeopardize the health of others because of exposure to a contagious disease.
  - (4) provides care for a family member who is incapacitated by a medical or mental health condition or attends to a family

member receiving medical, dental, or optical examination or treatment;

(5) provides care for a family member with a serious health condition;

(6) makes arrangements necessitated by the death of a family member or attends the funeral of a family member; or

(7) must be absent from duty for purposes relating to adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

- b. A contagious disease is a disease ruled to be subject to a quarantine, requiring isolation of the patient, or requiring restriction of movement by the patient for a specified period of time as prescribed by the local health authorities having jurisdiction.
- c. When an employee in the unit is unable to report for duty because of illness or injury, notification must be given to the appropriate supervisor as soon as possible, normally no later than the beginning of core hours. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave.
- d. Sick leave may be used in increments of fifteen (15) minutes (.25 hours).
- e. A period of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's written statement may be accepted in lieu of a medical certificate. When an employee's absences indicate a possible abuse of sick leave, the submission of

a medical certificate may be required to support any leave absence regardless of its duration, in accordance with Section 4 below.

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

### **Section 3. Leaves of Absence for Full-Time Union Business**

- a. Management agrees, upon written request, to approve a leave of absence for any bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees (AFGE), AFL-CIO, or an officer of Local 12, AFGE, for the purpose of serving full time in the elected position.
- b. Leaves of absence granted under Section 3.a. of this Article will be for a period concurrent with the term of office of the elected official or representative and will be automatically renewed by Management upon notification in writing from the elected official or representative that he/she has been re-elected and wishes to continue in a leave of absence status.
- c. An employee within the unit may accept full-time employment to an appointed position with AFGE, and shall be granted leave of absence by the Department for a period of up to one (1) year, which leave shall be extended upon request, with the consent of Local 12, up to a total period of two (2) years. No more than three (3) employees within the bargaining unit shall be granted such leave during any given period.

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

#### **Section 4. Leave Restriction**

- a. Supervisors should discuss concerns regarding leave usage with the employee at the earliest opportunity.
- b. Leave abuse may be present when:
  - (1) proper procedures are not followed in requesting leave;
  - (2) the pattern of taking leave is disruptive to the mission of the office; or
  - (3) prior leave patterns may indicate a misuse of leave.
- c. When an employee's absences indicate an abuse of leave, the employee will be advised in writing of the problem and the appropriate restrictions which apply. The leave restriction should deal with the identified leave abuse problem and the procedures that must be followed to obtain leave. Leave restrictions will be in place for no longer than four (4) months. However, if the problem persists, the leave restriction may be extended in increments of four (4) months or less.

#### **Section 5. Leave Without Pay (LWOP)**

employee may be granted sufficient time off in order to be able to make the trip to vote. Where more than one (1) day is required to make the trip to the voting place, the Department shall observe a liberal policy in granting the necessary leave for this purpose. Time off in excess of one (1) day shall be charged to annual leave or earned credit hours or compensatory time or if annual leave is exhausted, then to LWOP.

- (4) For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day round-trip travel distance of the employee's place of residence.

e. Civil Defense Activities

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

f. Participation in Military Funerals

An employee who is a veteran of a war or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may

be excused from duty without loss of pay or deduction from annual leave up to four (4) hours, to enable the employee to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States.

g. Blood Donation

An employee donating blood at an officially authorized blood bank, or in emergencies to individuals, may be granted sufficient administrative leave to donate blood up to four (4) hours on the same day on which the donation is made and not more than once in a calendar month.

h. Medical

Administrative leave may be granted for:

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

i. Examinations

Administrative leave may be granted as follows:

- (1) Absence to take either Departmental or civil service examinations required in connection with:
  - (a) An application for promotion, reassignment, or other position change in the Department;
  - (b) Acquisition of civil service status in the Department; or

1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, and the Pregnancy Discrimination Act.

(3) Operation of the Board

- (a) The Board will operate by consensus. Failure to reach consensus on an application will result in the denial of the application and notice to the applicant of the denial.
- (b) At least two Board members shall be present at Board meetings. In the event that two members are unavailable in person or telephonically to act on an application in a timely manner (i.e., within ten days), then the remaining member may approve an application for no more than one pay period's worth of leave. Additional leave subsequently may be granted/denied by the Board based on the same application.
- (c) Board decisions are final. All applicants will receive written notice of Board decisions either by memorandum or e-mail. Reconsideration of a Board decision (by the Board) shall be the sole right of appeal. Applicants may seek reconsideration, with or without submission of additional information or arguments. The Board will institute procedures for reconsideration and applicants who are denied leave in whole or in part will be advised of the procedures.
- (d) All Board deliberations are confidential unless the Board determines otherwise under the particular circumstances. Consistent with applicable laws and regulations, the privacy of applicants will be protected.
- (e) The Board will establish rules for allocating limited available leave. These rules (and any other operating rules) must be published. The Board may adjust these (and other) rules. Changes to the rules may be made no more than once a year unless the Board determines they are needed to meet the

needs of members, taking into consideration the integrity of the program, and the desirability for consistency.

(4) Membership/Open enrollment periods

- (a) The Leave Bank Board will have at least one open season per year that will last at least thirty days. The Board may initiate "emergency" open seasons if it determines that available leave is not sufficient to meet the needs of members.
- (b) There will be a thirty-day individual open season period, during which the employee may elect to become a Leave Bank member, which begins on the date an employee (a) first enters on duty, (b) transfers to the National Office, or (c) returns from an extended absence outside an open season.
- (c) Unless they opt out, employees who join the Leave Bank will have their membership automatically rolled over each year and the minimum leave donation will be automatically deducted. Employees will be given notice of the opportunity to opt out prior to the end of the year.
- (d) The Board shall require donations of the minimum requirements set forth in 5 CFR 630.1004(g). The Board may raise or lower the minimum in future years based only on the needs of the program.

(5) Forms

- (a) The Board shall develop all necessary forms to administer the Leave Bank program. Necessary forms shall be kept to a minimum and shall require only the minimum amount of information necessary.
- (b) The Board shall develop a system and form to permit employees to donate leave outside of open season periods and to facilitate donating leave that might otherwise be forfeited.

(6) Review of applications

- (a) The Department will handle all administrative processing of applications and donations.
  - (b) The Department will review Leave Bank applications and make recommendations to the Board regarding compliance with regulatory and Board requirements, researching past rules for consistency.
  - (c) The Board may delegate to the Department's Human Resource Center the authority to approve leave donations. The decision to delegate this authority must be by consensus.
  - (d) The Board shall act on Leave Bank applications within ten work days of their receipt of the completed form.
  - (e) In considering applications, the Board, at a minimum, shall consider the factors in 5 CFR Part 630. The Board may consider factors in addition to those in 5 CFR Part 630, but if it does so, the factors must be published. The Board may adjust its rules, provided the changes are published.
- (7) Procedures after approval/denial of Leave Bank applications
- (a) Leave shall be transferred as expeditiously as possible, no later than the pay period following the approval.
  - (b) All Leave Bank records will be maintained in accordance with records management regulations and guidelines.
- (8) Limits on receipt of donated leave from the Bank
- (a) A recipient may receive no more than 160 hours of leave from the Leave Bank per Bank year. The Board may establish a time limit in which leave must be used.
  - (b) Thirty days after the end of each open season period, a limit per recipient will be established that is equal to one percent of leave in the Bank as of that date. In any Bank year, approved recipients may be granted total Bank Leave up to the lesser of 160 hours or the limit so established. Recipients who need

more leave than the established limit may apply for and receive additional leave via the Leave Transfer program.

- (c) The Board, subject to approval of the Director of Human Resources, may change the established cap on the number of hours recipients may receive from the Leave Bank per Bank year.
- (9) Monitoring of use of donated leave/status of medical emergency
- (a) Before using any leave from the Leave Bank, an employee is required to exhaust any leave received from the Leave Transfer program.
  - (b) The Board shall have discretion as to how to act regarding incidents of employee abuse and shall establish and publish the guidelines it will follow.
  - (c) If abuse is found, such as using Bank leave for purposes other than the approved medical emergency or submitting false or modified documentation in support of an application, the Board will terminate the employee's right to use donated leave during the medical emergency, will return unused leave to the Bank and/or donors, and may terminate the employee's Bank membership. In addition, the Board may inform the employee's supervisor of the abuse, which may be considered for possible disciplinary action at the supervisor's discretion.
  - (d) The Board will develop a system to monitor the termination of medical emergencies for the Leave Bank program.
  - (e) Employees have a responsibility to promptly notify the Board if the emergency terminates.
  - (f) Employees have a responsibility to coordinate with their agency to arrange for any unused leave to be restored back to the Bank and/or donors.
  - (g) Supervisors will be advised when an employee is granted leave under the program. Supervisors may alert the Board if they are

aware that a medical emergency has terminated and they believe the Board may not be aware.

(10)      Publicity

- (a) The Department, in coordination with the Board, will issue an annual report to the Leave Bank members; continue to maintain a handbook for all members; advise employees of the program to promote membership; and notify members periodically of the Leave Bank status and activities, rules, etc.
- (b) A liaison person will be designated in each agency.
- (c) The Board will hold a membership forum at least once a year.

**Section 11. Family Leave**

a.      General

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

b. Maternity, Paternity, and Child-Rearing Leave

- (1) Sick leave may be used for those periods of absence related to incapacitation due to pregnancy and confinement. Annual leave or LWOP may be used when sick leave is not sufficient to cover this period. Absences which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; such absences must be charged to annual leave, earned credit hours or compensatory time, or leave without pay.
- (2) After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available approved annual leave or leave without pay.

c. Family Leave

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

d. Adoptive Leave

Annual leave, earned credit hours and compensatory time, leave without pay, or sick leave, in accordance with Office of Personnel

## Section 5: Operating Principles

- a. For employees who are approved to be on formal Telework, the employee will have the option to work the Department's flexible schedule or to opt out of a flexible schedule. If the employee's choice is to opt out, then the supervisor and the employee will agree on an 8½-hour tour of duty.
- b. The governing rules, regulations, and policies concerning time and attendance, overtime, and leave are unchanged by participation in Telework. Employees will not perform overtime or night work without express approval in advance.
- c. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- d. The Government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on Telework are entitled to reimbursement for authorized expenses while conducting Government business.
- e. For employees who are approved to be on Telework, the following applies with respect to equipment.
  - (1) If the employee uses Government equipment, the employee will use and protect the equipment in accordance with 5 CFR 2635.704.
  - (2) Government-owned equipment will be serviced and maintained by the Government.
  - (3) If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
  - (4) Employees will ordinarily be given a minimum of 24 hours advance notice regarding management service or maintenance of Government-owned property. Such service or maintenance will

occur during the employee's normal work hours unless circumstances dictate otherwise.

- f. Employees on Telework are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect Government records from damage or unauthorized disclosure.
- g. After the employee and supervisor have signed the Standard Individual Telework Agreement, the employee shall be encouraged to meet with the Local 12 Agency Vice President or designee in order that the Union may determine that the Standard Individual Telework Agreement is consistent with this contract.
- h. To ensure access to bargaining unit employees participating in Telework, the Standard Individual Telework Agreement will state the employee's name, his/her alternate worksite address(es), including telephone number, e-mail and/or fax number, unless currently prohibited by law. Management shall provide any omitted information upon receipt. A copy of the executed Standard Individual Telework Agreement shall be provided to the Union (N-1501).
- i. Employees must protect all Government records and data against unauthorized disclosure, access, mutilation, and destruction. Files and other information subject to the Privacy Act and security requirements as applicable, must be secured in a way that renders these records and data inaccessible to anyone other than the employee.

#### **Section 6: Recall**

Employees participating in Telework programs must be accessible and available for recall to their regular offices for a variety of reasons. Employees may be called back for emergencies or new work assignments. A recall is not a termination of the Telework arrangement.

## Section 7: Termination

- a. Supervisors may terminate an agreement whenever:
  - (1) There is a change in work requirements or the arrangement no longer supports the mission.
  - (2) Performance declines or the employee has demonstrated an inability to work alone or without onsite supervision
  - (3) The employee has demonstrated problems regarding trustworthiness or dependability to the extent that he/she should be removed from the program.
  - (4) Costs of the agreement become impractical.
  - (5) Technology changes require return to the regular office.
  - (6) Employees do not conform with the terms of their agreement.
  - (7) Reassignment occurs.
- b. Management will attempt to provide appropriate advance notice of the termination of an agreement to the extent practicable.
- c. Employees may voluntarily terminate participation in Telework arrangements at any time; however, employees may be expected to continue working at home offices or Telecommuting Centers for a reasonable period to allow Management time to arrange a work station.
- d. Termination of agreements may necessitate shared work stations on a temporary basis.
- e. Pre-existing Telework arrangements must be brought into conformance with this Article.

### Section 8: Space

Efficient utilization of office space is a beneficial characteristic of a Telework program. It is understood that upon participating in the formal Telework program, employees' former workspace in the office may be utilized, at management's discretion, for other purposes. When employees' Telework agreements stipulate work in the office less than a majority of the workweek they may have to share work space and/or equipment. Should the Telework arrangement be terminated, the employee may be placed in workspace other than that occupied prior to entering the program. Before a supervisor and employee agree to formal Telework, both need to be cognizant of the space considerations.

### Section 9: Employee Self-Certification Safety Checklist

**U.S. DEPARTMENT OF LABOR  
TELEWORK PROGRAM  
EMPLOYEE SELF-CERTIFICATION SAFETY CHECKLIST**

NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_  
BUSINESS TELEPHONE: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

Dear Telework Program Participant:

The following checklist is designed to assess the overall safety of the alternate duty station. Each participant should read and complete the self-certification safety checklist. Upon completion the checklist should be signed and dated by the participant employee and immediate supervisor.

The alternate duty station is \_\_\_\_\_.

Describe the designated work area in the alternate duty station.

---

#### **A. WORKPLACE ENVIRONMENT**

1. Are all stairs with 4 or more steps equipped with handrails?  
Yes [ ] No [ ]
2. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?  
Yes [ ] No [ ]
3. Do circuit breakers clearly indicate if they are in the open or closed position?  
Yes [ ] No [ ]
4. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the

ceiling)?

Yes  No

5. Will the building's electrical system permit the grounding of electrical equipment?

Yes  No

6. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?

Yes  No

7. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?

Yes  No

8. Are chairs safe? (No loose casters (wheels) or rungs and legs of chairs are sturdy)

Yes  No

9. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes  No

10. Is the office space neat, clean, and free of excessive amounts of combustibles?

Yes  No

11. Are floor surfaces clean, dry, level, and free of worn or frayed seams?

Yes  No

12. Are carpets well secured to the floor and free of frayed or worn seams?

Yes  No

13. Is there enough light for reading?

Yes  No

#### **B. COMPUTER WORKSTATION (IF APPLICABLE)**

14. Is your chair adjustable?

Yes  No

15. Do you know how to adjust your chair?

Yes  No

16. Is your back adequately supported by a backrest?

Yes  No

17. Are your feet on the floor or fully supported by a footrest?

Yes  No

18. Are you satisfied with the placement of your monitor and keyboard?

Yes  No

19. Is it easy to read the text on your screen?

Yes  No

20. Do you need a document holder?

Yes  No

21. Do you have enough leg room at your desk?

Yes  No

22. Is the VDT screen free from noticeable glare?

Yes  No

23. Is the top of the monitor screen eye level?

Yes  No

24. Is there space to rest the arms while not keying?

Yes  No

25. When keying, are your forearms close to parallel with the floor?

Yes [ ] No [ ]

26. Are your wrists fairly straight when keying?

Yes [ ] No [ ]

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Immediate Supervisor's Signature \_\_\_\_\_

Date: \_\_\_\_\_

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

### Section 10: Standard Individual Telework Agreement

#### STANDARD

U.S. DEPARTMENT OF LABOR

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES - LOCAL 12

INDIVIDUAL TELEWORK AGREEMENT

The following constitutes a work agreement between:

NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

ALTERNATE WORKSITE ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ BUSINESS TELEPHONE: \_\_\_\_\_

E-MAIL \_\_\_\_\_ FAX NO. \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

on the terms and conditions of the individual's participation in the attached Telework Program as outlined in Article 10 of the DOL - Local 12 Collective Bargaining Agreement.

The employee volunteers to participate in Telework and agrees to adhere to the terms and conditions of the Telework Program and this agreement. The Agency concurs with this employee's participation and agrees to adhere to the terms and conditions of the Telework Program.

The employee's Telework arrangement will begin on \_\_\_\_\_.

The employee \_\_\_ chooses \_\_\_ chooses not to participate in the office's flexitime plan.

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

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

Everything in this section is subject to office coverage needs as outlined in Section 4 of Article 10 and Article 4 of the DOL - Local 12 Collective Bargaining Agreement.

The employee will report to the office on the following day(s) \_\_\_\_\_.

Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a different day on an ad hoc/as needed basis.

The supervisor and employee acknowledge and understand the space considerations as outlined in Section 8 of Article 10 of the DOL - Local 12 Collective Bargaining Agreement.

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

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

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

Employees must make a reasonable attempt to ensure a safe and healthy work environment.

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

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

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

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

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

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Immediate Supervisor's Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Management Final Offer – August 3, 2004**

### **Article 29**

#### **Space**

##### **Section 1. General**

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

##### **Section 2. Space Guidelines**

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

- a. All bargaining unit employees shall have no less than sixty (60) square feet of working space.

- b. Where possible, common use equipment shall not be located in employee workspace.
- c. Except where the technology and methods or means of performing work dictate otherwise, the criteria for assigning available offices and/or workstations for bargaining unit employees will be decided by the employees themselves, acting through the Union. If the employees are not able to reach consensus on the criteria to be used, office space will be assigned based upon seniority, defined as length of service in the Agency. (For this purpose, "Agency" is defined as each major organization depicted in the most recent DOL Organizational Chart.)
- d. When overall space is reduced, bargaining unit employees shall not bear a disproportionate burden of that reduction.
- e. Where open space office arrangements are used, Management agrees that private offices on the windows will be kept to a minimum so that all employees have maximum access to daylight.

### **Section 3. Informal Discussion**

It is the intent of the parties to resolve space issues at the lowest possible level. When a space change is to occur which will have an impact on bargaining unit employees, if the DOL Agency and the Union Agency Vice President mutually agree, the DOL Agency and the Union may informally communicate in regard to a planned space change. Following whatever discussions are held, if any, the Union will be given a copy of the final space plan.

## **Management Final Offer – August 3, 2004**

### **Article 30**

#### **Technology**

##### **Section 1. General**

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

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

##### **Section 2. Training on Technology**

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



## **Management Final Offer – August 3, 2004**

### **Article 35**

#### **Labor-Management Relations**

##### **Section 1. Statement of Purpose**

The parties recognize that the entrance into a formal collective bargaining agreement is but one act leading toward a constructive labor-management relationship. The success of a labor-management relationship is further assured through regular communication with each other on matters of mutual concern or interest in the area of conditions of employment.

##### **Section 2. Levels of Communication**

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

##### **Section 3. Department Level Labor-Management Relations**

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

#### **Section 4. DOL Agency Labor-Management Relations**

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

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

- b. The Director of Employee and Labor-Management Relations and the designated Union Agency Vice President or their designees will coordinate for purposes of the combined "Agency." Where the issues of concern relate to a specific organizational component of the combined "Agency," the Director and Vice President will coordinate with the appropriate parties.
- c. If the DOL Agency and the Union Agency Vice President mutually agree, the DOL Agency and the Union may communicate informally in regard to planned space changes or organizational changes. Such communication may provide for Management to consider input from employees and the Union regarding space changes or organizational changes.

## **Management Final Offer – August 3, 2004**

### **Article 36**

#### **Bargaining During the Term of the Agreement**

##### **Section 1. Introduction**

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

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

##### **Section 2. Process**

- a. With the exception of negotiations regarding space or organizational changes affecting a single Agency, all negotiations during the term of the Agreement shall take place at the Departmental level.  
Negotiations shall occur at the Agency level for all organizational changes or space changes that are specific to a particular Agency.
- b. Where there is an obligation to bargain over contemplated changes in conditions of employment, the Department shall provide reasonable advance notice to the Union of intended changes.

- c. If the Union desires to bargain, it must submit a request to the Department or, in the case of an Agency organizational change or space change, to the Agency within ten (10) workdays of receipt of the notice. Failure to submit a timely request shall constitute a waiver on the part of the Union.
- d. If the Union wishes to initiate bargaining during the term of the Agreement, it must submit a request to the Department.
- e. Upon a timely request being made by the Union in response to a management initiative for which a duty to bargain exists, the parties shall schedule bargaining to begin no later than fifteen (15) workdays from the time of receipt by the Union of Management's notice.
- f. Upon a Union initiated request to bargain in connection with a matter for which a duty to bargain exists, the parties shall schedule bargaining to begin no later than fifteen (15) workdays from the time of receipt by Management of the Union's request.
- g. The Union may name up to five (5) members to represent the Union at Departmental or Agency bargaining.
- h. Bargaining sessions shall be conducted continuously for up to five (5) days, as necessary.
- i. Any agreement reached at Agency negotiations must be submitted to the President of Local 12 and the Director of the Office of Employee and Labor-Management Relations (OELMR) for approval for purposes of legal sufficiency only. Should the parties desire the services of the Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasses Panel (FSIP), they must first get the approval of the Union and the Department, who shall represent the parties in any dealings with the FMCS or FSIP.
- j. Impasses in negotiations on the part of the Department or an Agency shall be resolved by recourse to the provisions of Section 7119 of the Federal Service Labor-Management Relations Statute.

- k. Any time frames specified in this Article may be waived or extended by mutual agreement of the parties.
- l. The parties agree to use the techniques of interest-based bargaining where appropriate.



## **Management Final Offer –September 23, 2004**

### **Article 43**

#### **Grievance Procedure**

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

#### **Section 1. Purpose**

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

#### **Section 2. Who May Initiate a Grievance**

A grievance may be filed by:

- a. an employee in the Local 12 bargaining unit or such former bargaining unit employees who have filed a timely grievance; except that those employees on temporary limited appointment and those who have not completed probation may submit a grievance only with respect to working conditions or rights expressly granted them elsewhere in this Agreement;
- b. Local 12; or
- c. The U.S. Department of Labor.

### **Section 3. Definition of a Grievance**

A grievance means any complaint, unless expressly excluded or limited in this article:

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

### **Section 4. Exclusions from the Grievance Procedure**

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

- a. Excluded by Statute from the grievance procedure are:
  - (1) any claimed violation of Subchapter III of Chapter 73 of Title 5 of the U.S. Code (relating to prohibited political activities);
  - (2) retirement, life insurance, or health insurance;
  - (3) a suspension or removal under Section 7532 of Title 5 of the U.S. Code;
  - (4) any examination, certification, or appointment; or
  - (5) the classification of any position which does not result in the reduction in grade or pay of an employee.
- b. Further, this Article does not apply to:
  - (1) a binding decision made by an authority outside the Department;
  - (2) the filling of a position which is in the Senior Executive Service (SES), and the filling of all other positions outside the bargaining unit;

- (3) the judgment of a merit staffing panel or qualifications rating examiner;
- (4) non-selection from a properly prepared merit staffing certificate;
- (5) failure to recommend and/or disapproval of a quality step increase, performance award, or other kind of honorary or other discretionary award;
- (6) failure to adopt a suggestion submitted under the Incentive Awards Program;
- (7) termination of an employee on a temporary appointment;
- (8) separation of an employee during the probationary period;
- (9) the placement of an employee on a Performance Improvement Plan (PIP); or
- (10) oral counselings or warnings/admonishments.

#### **Section 5. Rights**

- a. Nothing in this Agreement shall be construed as precluding discussion between an employee and his/her immediate supervisor of a matter of interest or concern to either of them. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude either party from attempting to resolve the grievance informally at the appropriate level.
- b. An employee or group of employees in the bargaining unit filing a grievance under this procedure may be represented by a Union representative. Any employee or group of employees in the bargaining unit may present a grievance under this procedure without representation and have it resolved without intervention of the Union as long as the resolution is not inconsistent with the terms of this Agreement and the Union is given an opportunity to be present during the grievance proceeding.

- c. In presenting a grievance, the grievant and the duly designated Union representative, if any, shall be free from restraint, interference, coercion, discrimination, and reprisal.
- d. In accordance with Section 4 of Article 41, "Official Time," employees shall be allowed a reasonable amount of official time to prepare and present a grievance.
- e. Where the grievant(s) has designated a Local 12 Representative, all communications with regard to the grievance and attempts at resolution of the grievance shall be made through the designated Local 12 Representative.

#### **Section 6. Grievance Form**

- a. The following form is to be used for the filing of grievances under this Article. The grievance is to be signed and dated by the grievant(s). The grievance form is a critical component to the grievant process. It is intended to put the Agency on notice of all the issues and the specific allegations of the grievance so that it may resolve the dispute at the lowest possible level. Accordingly, the grievant shall identify the underlying facts, issues, contract articles, and statutes or regulations alleged to have been violated on the Step 1 portion of the grievance form. The Step 2 grievance appeal shall also be presented in writing on the Step 2 portion of the grievance form. The Step 2 portion of the grievance form shall contain any additional information as necessary about the grievance, including a precise explanation as to why the grievant believes each article, section, and subsection, statute or regulation has been violated. Issues and allegations that are not raised by the Union in the Step 2 process may not subsequently be considered by an arbitrator, should the grievance be invoked to arbitration.

DEPARTMENT OF LABOR AND AFGE LOCAL 12 GRIEVANCE FORM

General Information

Name of Grievant: \_\_\_\_\_ Agency: \_\_\_\_\_  
Name of Local 12 Representative: \_\_\_\_\_

Type of Grievance:  
Employee  
Union  
Department

**Step One Grievance**

Date of Alleged Violation: \_\_\_\_\_

Alleged Violations:

Contractual, statutory or regulatory violations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Underlying facts of the grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step Two Grievance**

Alleged Violations:

Specific description of how each contract article, section and/or subsection was violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific description of how each statute or regulation was violated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_  
\_\_\_\_\_

Issues and/or allegations not raised during the Step 2 grievance process will not be addressed by an arbitrator (See Article 44, Section 8).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- b. Trivial or clearly mechanical errors not affecting the substantial rights of a party shall be disregarded at every stage of the proceedings under this Article. However, the failure to clearly provide all of the information on the grievance form is more than a trivial or clearly mechanical error and shall constitute a basis to remand the grievance for inclusion of such information.

### **Section 7. Procedures**

This shall constitute the exclusive procedure available to unit employees for the resolution of grievances. The grievance meeting will be with the contractually designated management official and the employee with his/her designated Union representative. The designated management official may have necessary staff support for a full and accurate discussion of the grievance. Grievances may be filed electronically and grievance decisions may be issued electronically.

- a. Step 1

- (1) A grievance must be filed within twenty (20) workdays of when an employee knew or should have known of the alleged violation. This is applicable to all grievances under this Article unless a different timeframe is specified below. The date a grievance is filed will be determined by when it is personally delivered to or electronically received by the appropriate Agency official.
- (2) All grievances other than those concerning merit staffing shall ordinarily be filed with the immediate supervisor, unless it is mutually determined that it should be filed elsewhere. This mutual determination is to be made between the servicing Labor Relations Officer and the Local's Agency Vice President. All grievances concerning merit staffing shall be filed with the servicing Human Resources Officer at Step 2, with Step 1 being automatically waived.

- (3) When filing a grievance at Step 1, the grievant shall fully complete the grievance form as described in Section 6. The supervisor, the grievant, and the Union steward shall have five (5) workdays from the filing of the grievance to meet and discuss the grievance. The meeting shall be arranged with the Union steward. The supervisor will communicate the decision on the grievance in writing within five (5) workdays from the date of the meeting.
- (4) Representation at Step 1 shall be provided by a steward in the same Agency as the grievant, unless a steward from another jurisdiction is appointed by the President in accordance with Article 41, Section 3.
- (5) If no decision is rendered in a timely fashion, the grievant or Union may appeal to Step 2.

b. Step 2

- (1) A grievance may be appealed to Step 2 of this procedure within ten (10) workdays of receipt of a decision unsatisfactory to the aggrieved employee(s) or, if no timely decision is issued at Step 1, within (10) workdays after the grievance reply was due at Step 1. An appeal shall be filed by completing the Step 2 portion of the grievance form.
- (2) The Step 2 appeal shall be filed with the senior career program official in the same program as the grievant, designated by the agency. The Step 2 appeal shall be considered filed when it is personally delivered to or electronically received by the appropriate Agency official. The grievant or the Union representative will provide a courtesy copy to the immediate supervisor and the Agency Labor Relations Officer. If the appeal is filed with the wrong Agency official, Management shall forward it to the correct official and so notify the grievant and Union representative.

- (3) A merit staffing grievance is filed at Step 2 with the servicing Human Resources Officer within twenty (20) workdays of when an employee and/or the Union has learned of the alleged violation.
- (4) The Agency official, grievant, and designated Agency Union representative shall have ten (10) workdays from the filing of the Step 2 appeal to meet and discuss the grievance. The meeting shall be arranged with the Union representative. The Agency official shall render a written decision to the grievant and Union representative within five (5) workdays of the Step 2 meeting. If no decision is rendered in a timely fashion, the Union may proceed to invoke the grievance to arbitration.

### **Section 8. Union Grievances**

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

- a. A grievance initiated by the Union must bear one signature of an official(s) or representative(s) designated by the President or Executive Vice President of Local 12.
- b. Union-Filed Institutional Grievances

A grievance filed by Local 12 which does not seek personal relief for a particular employee or group of employees, but rather expresses Local 12's disagreement with Management's interpretation or application of the Agreement and which seeks an institutional remedy, shall be processed as follows:

- (1) On a matter involving more than a single DOL Agency, the grievance shall be filed with the Office of Employee and Labor-Management Relations. If the matter has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.
- (2) On a matter specific and limited to a single DOL Agency, the grievance shall be filed with the Administrative Officer. If the matter

has not been resolved after ten (10) workdays of the receipt of the grievance, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

- (3) A grievance filed in accordance with paragraphs (1) or (2) above must be filed within twenty (20) workdays of when the Union knew or should have known of the alleged violation.

c. Union-Filed Employee Grievances

- (1) If the Union files a grievance seeking personal relief for an individual employee or group of employees, the grievance(s) should be filed in accordance with the procedures delineated in Article 43, Section 7, just as if the affected employee(s) had initiated the grievance(s).

- (2) Where mutually agreeable by the parties, Union-filed grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving the grievances.

- (a) If the employee grievants are under the supervision of a single supervisor, the Step 1 grievances may be consolidated as a single grievance with that supervisor.

- (b) If the employee grievants are under the supervision of different supervisors within a single DOL Agency, the grievances may be consolidated with the Agency Administrative Officer at Step 2. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

- (c) If the employee grievants are under the supervision of different supervisors in more than one (1) DOL Agency, the grievances may be consolidated and filed at Step 2 with OELMR. If the matter has not been resolved after ten (10) workdays of the consolidation, Local 12 may invoke arbitration within the next twenty-five (25) workdays.

- d. No issues/allegations shall be raised in the appeal/arbitration of a grievance which were not contained in the Step 2 grievance process.

**Section 15. Failure to Meet Requirements**

- a. Failure to sign or date a grievance form will have the effect of nullifying the grievance. An electronic grievance will be considered filed and signed by the sender on the date received.
- b. Failure on the part of an aggrieved employee to prosecute his/her grievance within the stated time periods at any Step of this procedure will have the effect of nullifying the grievance.
- c. Failure on the part of the Local 12 or the Department to prosecute its grievance, filed in its own behalf within the stated time periods at any Step of this procedure will have the effect of nullifying the grievance.
- d. Failure on the part of Department to meet any of the time requirements of this procedure will permit the aggrieved employee or the Local 12 to move to the next Step.

## Management Final Offer – August 3, 2004

### Article 44

#### Arbitration

##### Section 1. Panel of Arbitrators

- a. The parties shall maintain a panel of six (6) arbitrators. The panel shall be used for both regular and expedited arbitrations. The number of arbitrators on the panel may be increased or decreased by mutual agreement of the parties.
- b. Arbitrators to fill vacancies on the panel will be mutually agreed to by the parties or selected from a list of seven (7) names supplied by the Federal Mediation and Conciliation Service. If the parties cannot agree upon a name, they will alternately strike from the list until one (1) name remains.
- c. The arbitrator designated to hear a particular case shall be assigned on a random basis from the list maintained in the Office of Employee and Labor-Management Relations (OELMR). After an arbitrator is selected, his/her name shall not be placed back into the selection pool until all other arbitrators have been selected. The process will then begin again. This process will be followed regardless of whether the arbitration is an expedited/mini or regular arbitration.
- d. Any arbitrator may be removed from the panel unilaterally by either party on the anniversary of the effective date of this Agreement. The party wishing to exercise this right must give notice to the other party only during the thirty (30) calendar day period prior to the anniversary of the effective date of the Agreement. After such notice of an arbitrator's removal, no further cases shall be heard by or assigned to that arbitrator. Once an arbitrator is removed, all arbitrations assigned to but not heard by the arbitrator shall be returned to the arbitrator assignment pool for random assignment.
- e. Within thirty (30) calendar days after written notice of an arbitrator's removal, the parties shall meet and mutually agree upon another arbitrator

to replace the removed arbitrator, using the selection method set forth in Subsection b. above.

- f. OELMR shall be responsible for communicating with the arbitrators about their inclusion on or removal from the panel, their assignments, and the scheduling of their assigned cases, subject to oversight by the Union.

### **Section 2. Cost of Arbitration**

Arbitration fees, transcripts, and other routine expenses will be paid by both parties in equal proportions; except in the case of a cancellation or postponement, wherein the moving party shall pay.

### **Section 3. Scheduling of Arbitration Hearings**

- a. OELMR and Local 12 shall meet on a monthly basis to review all cases invoked to arbitration since the last monthly meeting and to assign a hearing date for all pending cases.
- b. An arbitrator who agrees to serve on the Panel will not charge the Parties if the hearing is postponed in excess of three (3) days of the scheduled hearing date. If the postponement occurs within three (3) or fewer days of the arbitration, arbitrators will be paid a fee of no more than \$350.00.

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

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

### **Section 5. Prehearing Procedures**

No later than ten (10) workdays before a scheduled hearing, the parties shall meet to explore possible resolution of the case, clarify and stipulate the issue or issues, exchange witness lists, and agree on joint exhibits and joint stipulations of fact. If the parties cannot agree on a joint stipulation of the issues, the parties

shall exchange separate written statements of the issues at this meeting or no later than five (5) workdays before the scheduled hearing.

### **Section 6. Hearing Site**

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

### **Section 7. Expedited Arbitration**

- a. The parties shall use the expedited arbitration procedure for all grievances except:
  - (1) Institutional grievances (that is, where the Union or the Department are the grievant);
  - (2) For individual employee grievances involving suspensions of fifteen (15) days or more, up to and including removal as set forth in 5 U.S.C. § 7511; and
  - (3) For individual employee grievances involving performance based actions as set forth in 5 U.S.C. § 4303.
- b. Nothing in this Section prohibits the parties from mutually agreeing to utilize either the regular arbitration or expedited arbitration procedures forum to hear any specific grievance.
- c. Time Parameters and Conduct of Hearing
  - (1) An expedited arbitration hearing will be conducted in one (1) day. Each party will have up to three (3) hours to present its case, including rebuttal, to cross-examine the other party's witness(es), and to present opening and/or closing arguments.
  - (2) The expedited arbitration hearing shall not be transcribed; however, the arbitrator may record the hearing.
  - (3) No briefs shall be filed unless mutually agreed to by the parties.
  - (4) Either party has the right to submit copies of applicable case law up to the close of the hearing.

## **Section 8. Authority and Decision of the Arbitrator**

- a. The arbitrator shall have the jurisdiction and authority to hear and decide the arbitration assigned to him/her except:
  - (1) The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.
  - (2) In accordance with Article 43, Section 4, the arbitrator will have no authority to address any matters excluded from the grievance procedure regardless of the specific allegation(s) or issue(s) raised.
  - (3) The arbitrator will have no authority to consider new issues, allegations and defenses raised by the grievant that he/she had not previously raised, in writing, at or before the Step 2 grievance meeting. In addition, mere references to an alleged violation of a contract article or to issues, allegations or defenses, without reference to the underlying facts and circumstances supporting the assertion, shall not be arbitrable.
- b. The grievant, i.e., moving party, has the burden of proof regarding the merits of the grievance by a preponderance of the evidence with the following two exceptions: Management has the burden of proof regarding a performance-based action by substantial evidence in accordance with Chapter 43 of the Civil Service Reform Act, or a disciplinary or adverse action by a preponderance of the evidence in accordance with Chapter 75 of the Civil Service Reform Act.
- c. Any disputes regarding arbitrability will be resolved in accordance with Section 9 of this Article.
- d. In expedited arbitration cases, the arbitrator's decision should be rendered within five (5) calendar days of the date of the hearing. While it may be brief, the decision shall be in writing and must contain the rationale utilized by the arbitrator for either granting or denying the grievance.

- e. In regular (non-expedited) arbitration cases, the arbitrator should render and serve the written award on both parties within thirty (30) calendar days of the close of the record.
- f. The arbitrator's decisions will be final and binding, except as altered on appeal or provided by law.

### **Section 9. Grievability and Arbitrability**

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