COLLECTIVE BARGAINING AGREEMENT

NTEU AND EPA

(*Agreement will be formatted/cleaned up later)*

ADVANCED ANNUAL SICK LEAVE

Section 1. Criteria for Advancing Annual Leave

A. Employees will be given advanced annual leave, unless the Employer determines that the employee's services are necessary, when:

1. They are eligible to earn annual leave;

2. They have served more than ninety (90) days in their current appointment;

3. Their request does not exceed the amount of annual leave they would earn during the remainder of the year.

B. Employees must repay any leave advanced and not earned at the time of separation except no repayment is necessary if the separation is due to the employee's death or disability retirement.

C. Generally, employees on leave restriction should not receive advanced annual leave.

Section 2. Criteria for Advancing Sick Leave

Absent severe workload considerations, employees will be given advanced sick leave when all the following conditions are met:

1. The employee is eligible to earn sick leave;

2. Their request does not exceed the maximum allowable advancement of 240 hours;

3. There is a reasonable belief that the employee will return to a duty status after having used the leave;

4. The employee has enough in his/her retirement account to reimburse the Employer for the advance, should he/she not return;

5. A written request with acceptable medical documentation as

defined in 5 CFR 339 has been properly submitted; and

6. Generally, employees on leave restriction should not receive advanced sick leave.

Administrative Leave

Section 1. Definition

Administrative leave is an excused absence from duty without loss of pay and without charge to leave.

Section 2. Voting

When voting polls are not open at least three hours either before or after an employee's tour of duty, he/she must notify his/her supervisor in advance when they intend to adjust reporting or departing time in order to report to the polls. The employee may arrive for work three hours after the polls are open or leave work three hours before the polls close, whichever requires the lesser amount of time. The amount of voting leave allowable will depend upon the employee's tour of duty and the employee's voting location. 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 him/her to vote, depending upon the particular circumstances in his/her individual case, but not to exceed a full day. This exception must be requested and approved in advance in writing.

Section 3. Weather and Safety Leave

Weather and safety leave willbe granted when an employee cannot safely travel to, or perform work at, their official worksite, their AWL, or other approved location because of severe weather or another qualifying reason under the law unless they are:

- an emergency employee,
- on pre-approved leave (including leave without pay), or
- on an Alternative Work Schedule (e.g., compressed) day off or other non-workday

._. Whenever it becomes necessary to close an office because of severe weather or another qualifying reason under the law , the Employer will inform all employees as soon as possible by email, emergency notification system (or

similar technology), and other methods as appropriate and available.

A. EMPLOYEES PARTICIPATING IN THE TELEWORK PROGRAM

Employees participating in the telework program are expected to telework from their AWL unless they are unable to safely perform work at their approved AWL.

If an employee participating in the telework program is not able to safely travel to or safely perform work at their approved telework site, the agency will provide weather and safety leave, unless the circumstances preventing the employee from traveling or working could have been reasonably anticipated by the employee and avoided. Additional procedures concerning weather and safety leave applicable to Telework employees are contained in Article 54.

If an employee participating in the telework or remote work program is working at any agency location where an early departure occurs due to weather or safety issues, weather and safety leave will be granted for the time required to travel to the employee's AWL, not to exceed their regularly scheduled hours.

EMPLOYEES PARTICIPATING IN THE REMOTE WORK PROGRAM

Employees participating in the remote work program are expected to remote work from their RWL unless they are unable to safely perform work at their approved RWL.

Weather and safety leave will be granted to a remote worker who is prevented from safely working at the remote work site (such as by loss of electricity, flooding, a roof collapse, etc.) as a result of the severe weather or another qualifying reason under the law. Additional procedures concerning weather and safety leave applicable to Remote Workers is contained in Article XX.

A. EMPLOYEES NOT PARTICIPATING IN THE TELEWORK OR REMOTE WORK PROGRAMS.

(1) In the event of an office closure, employees who are not participating in the Telework or Remote Work programs will be granted weather and safety leave. In the event of an early dismissal, such employees who are working at the office will be granted weather and safety leave for the period from the early departure time to the end of their tour of duty. Employees working in the office who have leave (paid or unpaid) or paid time off (e.g. compensatory time off, credit hours) scheduled to begin at the start of the early departure time or thereafter, but who no longer require it because its intended purpose is impacted

by the same weather/safety event (e.g., a cancelled medical appointment or a cancelled flight to a vacation destination), may rescind the time off and receive the same amount of weather and safety leave that is granted to other employees in the office.

(2) If a weather or other safety-related condition exists and prevents an employee who is not participating in the Telework or Remote Work programs from safely traveling to work and the official worksite is not closed, the employee will be granted weather and safety leave for all or part of the day. An employee is prevented from safely traveling to their official worksite if, for example, the employee resides within or travels through an area affected by the weather or safety-related condition.

GENERAL PROVISIONS

(3) Employees on official travel who are prevented from safely traveling to or safely performing work at the temporary duty location may be eligible for weather and safety leave. In such circumstances, the employee must contact the manager as soon as practicable to receive further instructions.

(4) An employee who is on scheduled leave or paid time off for the entire day but chooses to come in at the start of their tour of duty following a delayed arrival, will contact their manager by a mutually agreed upon process to advise the manager of their intent to come in to the office, will receive weather and safety leave up until the time of the delayed arrival, and will have the remainder of the scheduled leave or paid time off cancelled.

(5) Employees may cancel pre-approved leave or paid time off and be granted the same amount of weather and safety leave as other similarly situated employees when its intended purpose is impacted by the same weather and safety-related condition forcing the office closure.

(6) Employees may request weather and safety leave from their supervisor; the agency may also make available the use of weather and safety leave, without a request being made.

In the event an employee participating in the telework or remote work program is unable to work from their AWL or home-based worksite for an extended time, weather and safety leave may be limited if the employee can safely report to and work from their designated agency office. Employees in such circumstances may also request other leave or situational telework at another AWL.

1.

Section 4. Agency Sponsored Blood Donation/Medical Screenings

A. Employees may be granted up to four (4) hours of excused absence for necessary travel and recuperation for the purpose of donating blood, medical screening, or bone marrow screening, when the agency is sponsoring those activities. Excusal for such purposes is subject to supervisory approval, based on staffing and workload needs. The employee will request an excusal for these purposes, as soon as practicable.

B. If an employee is requested to serve as a special donor by a hospital, medical professional or practitioner, any excused absence is subject to the above requirements. Additionally, in such circumstances, the employee must provide a statement from the hospital, professional or practitioner certifying to the request and donation.

Section 5. Tardiness

A. The Employer will excuse infrequent tardiness of less than one (1) hour if the supervisor or designee determines that the following are met:

1. The employee is not on a leave restriction letter, and

2. The employee's lateness is due to an understandable cause that is outside an employee's normal ability to control.

B. In the event that the tardiness does not meet the above criteria and annual leave is charged, the employee will not be required to perform work until the leave time charged is expired. Rather than taking leave, the employee may request to make the time up at the end of the regularly scheduled shift.

Section 6. Volunteer Work

A. Granting of excused absence for volunteer activities will be considered only when law does not specifically prohibit the employee's absence, workload allows the employee's excusal, and the Employer determines that the activity satisfies the following criteria:

1. The absence is directly related to the EPA's mission;

2. The absence is officially sponsored or sanctioned by EPA; and

3. The absence is brief and is determined to be in the interest of the Employer.

B. In all cases, the employee must provide acceptable evidence that the time was used for volunteer activities.

Section 7. Adverse Working Conditions

The Agency may grant administrative excusal to employees when environmental condition problems (e.g., unusually hot or cold, fumes and/or poor air quality, civil disobedience, water line/electric line disruption, on-site construction) create unhealthy or unsafe conditions (as defined by OSHA, EPA, or NRC regulatory criteria) such as to prevent or greatly degrade working in a safe environment, or it may direct employees to another work area until their regular work area is determined to be safe for use. The Agency may also direct employees to take portable work home with them in lieu of administrative excusal.

Section 8. Organ and Bone Marrow Donation

In accordance with 5 USC 6327, employees will receive up to 30 days administrative leave per calendar year when they undergo a medical procedure for organ donation. Additionally, employees will receive up to seven (7) days per calendar year for bone marrow donation. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon the medical circumstance of each case. For medical procedures and recuperation requiring longer than the paid leave authorized by statute, the Employer will continue to accommodate employees by granting additional time off in the form of accrued sick and/or annual leave, and considering requests for leave without pay or advanced sick or annual leave. Leave requested under this section must be supported by a medical certificate submitted by the Employee.

ADVERSE ACTIONS

Section 1. Coverage.

This article applies to the following bargaining unit employees:

3. Employees in the competitive service who have completed a trial or probationary period;

4. Employees in the competitive service serving in an appointment not requiring a trial or probationary period and who have completed one year of current, continuous service in the same or similar positions under other than a temporary appointment limited to one year or less;

5. Preference eligible employees in the excepted service who have completed one year of current, continuous service in the same or similar positions; and

6. Non-preference eligible employees who have completed two years of current, continuous service in the same or similar positions under other than a temporary appointment limited to two years or less.

Section 2.

A. For purposes of this Article, an adverse action is defined under 5 USC 7512 as a suspension of more than fourteen (14) calendar days, reduction in grade or pay, furlough of thirty (30) calendar days or less, and removal.

B. An adverse action will be taken only for such cause as will promote the efficiency of the Service.

Section 3.

E. When proposing and effecting adverse actions, the Employer will consider each case on its own merits. The Employer will be guided by the principle of progressive discipline. The Employer will refer to the agency Table of Penalties as a guide, and apply other factors as stipulated in this article , in determining the appropriate action to take.

Section 4.

A. Decisions of courts and the Merit Systems Protection Board (MSPB), and issuances of the Office of Personnel Management (OPM), have long recognized the "Douglas Factors" (Douglas v. Veterans Administration, 5 MSPR 280 1981) as being relevant considerations in determining the appropriateness of a penalty in an adverse action case. Without purporting to be exhaustive, the factors generally recognized at the time of execution of this Agreement as being relevant to the setting of the penalty include the following:

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

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

3. The employee's past disciplinary record;

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

5. The effect of the offense upon the employee's ability to perform at a fully satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;

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

7. Consistency of the penalty with any applicable Agency table of penalties;

8. The notoriety of the offense or its impact upon the reputation of the Agency;

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

10. Potential for the employee's rehabilitation;

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

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

B. All of these factors may not be relevant in every case. Factors may or may not weigh in an employee's favor. Selection of an appropriate penalty involves a responsible balancing of the relevant factors. It is understood by the parties that when discipline is appropriate, the goal in issuing is to be corrective, and not punitive.

F.

Section 5.

A. In all cases of proposed adverse action, except as stated in Section 8 of this Article or when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, an employee will be given at least thirty (30) calendar days advance written notice of the proposed action. This notice will state specifically and in detail the reasons for the action. It is understood that the proposal notice is not grieveable upon receipt. However, disputes regarding the advance notice of proposed action may be merged in a grievance concerning the final decision of the Employer, after that final decision is issued. An advance written notice and opportunity to respond are not necessary for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

B. The employee will be given a reasonable time of not less than fourteen (14) calendar days to make an oral reply and/or to submit a written reply. The employee may make an oral reply pursuant to the

provisions of 5 CFR 752.404(c). Reasonable requests for extension will be granted. If feasible, the agency will respond to a request for extension within one business day from the request. The proposal notice will specify who will hear/receive the oral and/or written reply.

C. The employee will have the right to be represented in the preparation and presentation of their reply. The employee and their representative will receive reasonable time to prepare the reply in accordance with the terms of Article 6.

D. The proposal notice shall inform the employee of their right to review the material which is relied upon to support the proposed adverse action. The term "material relied upon" includes all documents contained in the adverse action file, whether favorable or unfavorable to either party's positions. The Employer will make a copy of such material available for review, concurrent with the delivery of the proposal notice to the employee. The Employer may sanitize any information provided consistent with legal or regulatory requirements.

E. Where management has relied upon witnesses to support the reasons for the proposed action, the Employer will make available, as part of the material relied upon, the identity of those witnesses and any written statements taken from them. The Employer reserves the right to sanitize any material which is provided to the employee or the employee's representative, when required by law. If requested by the employee or their representative, the Employer will furnish a copy of such material prior to the oral reply.

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

If an employee chooses to make an oral reply the employee and or their designated union representative may state their preference about whether to present their oral reply in person or via videoconferencing at least 5 calendar days prior to the oral reply due date. Management will give consideration to the stated preference., If the Employer decides to hold the meeting in person, the Employer will pay the travel expenses for the employee to travel to the Deciding Official's or designee's work site

H. The Employer will summarize an employee's oral response and include the summary in the case file. The Employer will provide a copy of the written summary to the employee prior to serving the decision. Within five 5 calendar days of receipt of the written summary (excluding holidays), the employee may submit comments about the written summary which will also be included in the case file and for consideration by the deciding official before issuing a decision. Reasonable extension requests will be considered. Employees making an oral response should provide an outline of their presentations at the beginning of the reply meeting .

I. The Employer agrees that the employee may use the same means as the Employer does to make notes during the oral reply.

J. J. The parties may discuss using the ADR process following the notification of the proposed disciplinary action. Any ADR process will be separate and distinct from the employee's oral reply and will not be considered part of the record.

Section 6.

The final decision in an adverse action covered by this Article must be made by a higher level official in the proposing official's chain of command or an equivalent official outside of the employee's chain of command with the authority to make or recommend a final decision, , unless the proposing official is the Deputy Administrator or the Administrator of the Agency. The decision notice will specify the charge(s) sustained and the reason(s) for the decision.

Section 7.

A. In the event the Employer sustains the charge(s) and effects an adverse action against the employee, the employee may elect to challenge the adverse action in only one of the following ways:

1. Under this Agreement and only with the Union's concurrence, by appealing directly to binding arbitration (which may include an allegation of discrimination), within the time set forth in Article 35;

f the Union wishes to raise new issues not raised before the deciding official it should, as practical, identify any additional issues in its written invocation of arbitration. However, this will not preclude either party from raising any additional or new issues prior to the pre-hearing conference. In no event may the union or agency raise new issues before the arbitrator that have not been identified at the prehearing conference that shall occur no later than 14 calendar days prior to the scheduled hearing date.

2. By filing an appeal with the MSPB in accordance with applicable law and regulation (currently thirty (30) calendar days); or

3. By filing a formal complaint of discrimination under the administrative EEO process.

B. The final decision letter which is issued on the adverse action to the employee will contain a statement of their right to challenge the action. Once an employee has elected one (1) of these procedures, the employee cannot change thereafter to a different procedure.

Section 8.

A. Under ordinary circumstances, an employee whose removal has been proposed shall remain in a duty status in their regular position during the advance notice period. In those circumstances where the Employer determines that the employee's continued presence in the workplace during the notice period may pose a threat to the employee or others, result in loss of or damage to Government property, or otherwise jeopardize Government interests, the Employer will consider s: whether any of the following alternatives is preferable:

1. Assigning the employee to duties that no longer pose threats as described in section 8 A. above;

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2. allowing the employee to take leave for which the employee is eligible;

3. if the employee is absent from duty without approved leave, carrying the employee in absence without leave status; and

4. for an employee subject to a notice period, curtailing the notice period if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed;

5. Placing the employee in a paid, nonduty status for such time as is necessary to effect the action.

Section 9.

In case of off duty misconduct, the proposal and the decision will establish the relationship (i.e., nexus) between the misconduct and the efficiency of the Service.

Section 10.

So long as the information request standard found in Article 5 is met, management will issue, upon request, sanitized copies of proposed and final adverse action notices.

Section 11.

The documentation maintained in an adverse action file will be purged/destroyed pursuant to applicable rules for the system(s) of records governing adverse action files in which the documentation is maintained. If an adverse action is overturned or reduced, appropriate action will be taken with respect to all other records (e.g., SF 50) in accordance with the disposition of the case.

Section 12.

The deciding official may either reduce or overturn the proposed action, or sustain the proposed action, or alternatively may offer the employee a settlement agreement in resolution of the matter. .

ANNUAL LEAVE

A. Use of annual leave is a right of the employee, subject to approval by the supervisor. When an employee submits a formal and timely request for leave on the required OPM-71, the employer will approve and schedule leave either at the time requested by the employee or if that is not possible, because of workload exigencies (e.g. the need to meet a work project deadline, severe work interruption), at another time mutually agreed upon. If leave is denied, the Employer will provide reasons for denial in writing to the employee, if requested. Requests for leave will be approved or denied expeditiously after actual receipt by the supervisor or designee.

B. Where an employee's request for annual leave conflicts with the requests of other employees to the extent that to grant leave to all who have requested would create workload problems, every effort will be made to reach an agreement among the affected employees. If these efforts fail, the employee having requested leave on the earliest date shall be granted leave. In the case of simultaneous requests the most senior employee (EPA EOD date) will be granted leave, unless a workload exigency exists for that employee.

C. It is the responsibility of the employee to request annual leave in advance. However, when an employee is unable to make the request in advance due to unforeseen circumstances, the use of leave may be approved.

D. Employees may use annual leave in increments of no less than 15 minutes.

E. The Employer shall not, in lieu of taking appropriate disciplinary action, deny the use of annual leave as a disciplinary measure. The use or non-use of approved annual leave will not be relied on in the employee performance appraisal or evaluation.

F. Employees will be allowed to schedule previously scheduled leave to another time, subject to the scheduling requirement above.

G. The employer agrees to authorize annual leave or leave without pay to a union representative for attendance at a union sponsored convention, as long as the employee has requested the leave one (1) workweek in advance, the employee is not in a use-or-lose status, and no workload exigencies exist.

Section 2. Change to Sick Leave

Employees may change previously authorized annual leave to sick leave, where the grant of sick leave is appropriate. However, once approved sick leave is taken, employees may not retroactively substitute annual leave, except for the purpose of liquidating an advance of sick leave.

Section 3. Annual Notice of Use or Lose Leave

Each year, the Employer will timely issue a notice advising and reminding employees of the regulations concerning use or lose annual leave and the need to request annual leave to avoid

unintended forfeiture. When canceled use or lose leave is forfeited because of workload exigencies or limited time precludes it from being rescheduled during the remainder of the leave year, management will undertake to restore the forfeited leave the following year, in accordance with applicable law and regulation, upon a request from the employee to restore the forfeited leave.

Section 4. Cancellation

When considering withdrawing earlier approval for an employee's previous approved leave, management will take into consideration the financial costs of the employee's reliance on the supervisor's earlier approval.

ARBITRATION

Section 1.

When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the Union or the Employer may refer the grievance to arbitration. The requesting party must serve a written notice of its intent to invoke arbitration on the other party within 30 calendar days of the date of the final grievance decision. In adverse action cases, the Union may refer the action directly to arbitration in lieu of having the matter first proceed through the grievance procedure.
The request for arbitration must occur within 30 days of the decision on the proposed adverse action.

Section 2. Arbitration Panels.

The Parties at the Regional, Laboratory and Headquarters level shall each establish a panel of three mutually acceptable arbitrators. At each location, the Parties shall jointly request that the FMCS submit a list of 11 arbitrators for consideration. Upon receipt, the Parties shall alternately strike names until three names remain. The Union shall strike first. The three remaining arbitrators will constitute the available arbitrators the Parties shall use for subsequent arbitrations, subject to the following:

1. Arbitrators will be listed alphabetically. Cases will be assigned to the arbitrators in sequential order.

2. Either Party may unilaterally remove an arbitrator from the panel after the arbitrator has rendered an initial decision. Following the removal, the parties shall mutually contact the FMCS to obtain a new list of seven arbitrators to select a replacement. The party removing the prior arbitrator shall strike first, and shall bear any associated FMCS cost.

3. Once an arbitrator is removed from the panel, no further cases may be assigned to him/her.

4. The moving party will notify the selected arbitrator, who will contact the Parties to arrange for the hearing. The hearing with the arbitrator must be scheduled within two months of the moving party's initial contact with the arbitrator (the arbitrator's schedule permitting).

Section 3. Arbitrator fees.

A. The arbitrator's fees and expenses shall be borne equally by the Parties. Once a hearing date is scheduled, should one Party request unilaterally that the hearing be postponed or canceled for whatever reason, that Party will pay any fees charged by the arbitrator for the delay.

B. In cases where the Parties mutually agree to postpone or cancel a hearing, the Parties will share any fees charged by the arbitrator for the delay.

Section 4.

A transcript will be made of the hearing except for expedited arbitration hearings. The transcript will be made by an authorized court reporter. The arbitrator and each of the parties will be provided with a copy. All costs of the transcript will be paid by the Employer.

Section 5.

Issues and charges raised before the arbitrator shall only be those raised at the last stage of the applicable grievance procedure, however this does not preclude either party from raising an issue as to the arbitrability of any grievance issue. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, or any supplemental agreement between the Parties.

Section 6. Pre-Hearing Procedures.

A. The Parties will arrange for a pre-hearing conference, in person or telephonically, with or without the arbitrator if requested no later than 14 calendar days prior to the hearing, to discuss possible settlement and means of expediting the hearing. During this conference, the Parties will need to discuss the issue(s) and reduce them to writing, exchange witness lists, and determine whether any facts can be stipulated and whether any documents or exhibits can be authenticated. In the event of a disagreement over whether proposed witnesses are redundant, the Parties will initiate a conference call with the arbitrator at least 7 calendar days prior to the hearing to seek a ruling on whether the contested witnesses will be allowed to testify.

B. Either party may elect to draft the mutually agreed to issue statement that will be presented to the other party (10) days prior to the hearing, at a minimum. The Parties will attempt to stipulate the issue(s) to be arbitrated, any stipulated joint exhibits, and any factual matters which will expedite the arbitration hearing. If the Parties fail to agree on a joint issue statement, each will submit its proposed issue statement to the arbitrator at the start of the hearing. The parties can mutually agree to submit issue lists to the arbitrator to resolve prior to the hearing. The arbitrator will determine the issue(s) to be resolved.

Section 7.

In the event no questions of fact exist, the parties may mutually agree to forego a formal hearing and present the grievance directly to the arbitrator by individual written submission. The Parties will agree on the time frame within which joint submissions are due to the arbitrator. Each Party will serve a copy of its written submission to the other Party. The Parties may mutually agree to forego reply briefs.

Section 8. Arbitration procedures.

A. The arbitration hearing will be held during regular day shift hours of the basic workweek. The grievant(s), his/her Union representative, and witnesses with personal knowledge of the facts at issue shall be allowed official time only when otherwise in a duty status. The arbitration will be held at the grievant's POD unless the parties mutually agree to do otherwise for the proceedings If mutually agreed, witnesses who are not in the local commuting area will testify by speaker phone.

B. All witnesses will testify under oath or affirmation.

C. The arbitrator has the authority to make an employee whole, to the extent consistent with law and regulation. An arbitrator has the authority to award reasonable attorney fees in accordance with the standards established under 5 U.S.C. Section 5596.

D. Except in disciplinary and adverse action cases, the grieving party will make its presentation first in the arbitration proceeding.

E. The arbitrator has the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make decisions as to the arbitrability of a grievance before addressing the merits of the case. Upon mutual agreement of the Parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he will hear the merits of the underlying grievance and decide the issues together.

F. In cases involving performance-based actions (i.e., removal or reduction in-grade due to unsatisfactory performance), the Agency must support its case by substantial evidence. In disciplinary or adverse actions, the Agency must support its case by preponderant evidence. In all other matters, the moving Party must support its grievance by preponderant evidence.

Section 9.

The Parties will request the arbitrator to issue the decision thirty (30) days from the close of the record. However, at the very latest, the arbitrator shall render a decision no later than 60 days from the closing of the record, unless otherwise agreed to by the Parties, per title 29 CFR 1404.14. In the event the arbitrator has not rendered a timely decision, either party may notify the FMCS.

Section 10.

The arbitrator's award shall be binding on the parties; however, either party may file an exception with the Federal Labor Relations Authority under regulations prescribed by the Authority. In matters covered by 5 USC 7121(f), the Agency may seek judicial review of an arbitrator's award in accordance with the provisions of 5 USC 7703. The filing of an exception with the Authority, or a request for judicial review, will serve to automatically stay the implementation of the award until the Authority rules on the exception or the court rules on the request for review.

Section 11. Arbitration Award

Any dispute over the application of the award shall be returned to the same arbitrator for clarification. The arbitrator shall possess the authority to make an aggrieved employee whole to the extent that such remedy is not limited by law or regulation, including the authority to award back pay, reinstatement, attorney fees, where appropriate, and to issue an order to expunge the record of all references to a disciplinary, adverse or unacceptable performance action, if appropriate.

Section 12. Expedited Arbitration

A. The Parties agree that certain cases can appropriately be referred to an expedited arbitration procedure. The Parties have identified the following grievances as appropriate for expedited

arbitration:

1. Travel Issues (denial of claims and/or hardship requests as result of proposed PCS/TDY)
2. Disciplinary Actions
3. Denials of Leave

4. Dues Withholding
5. Denials of request for Official Time
6. Bulletin Board postings and literature distribution
7. Denials of requests to use credit hours

B. The request for expedited arbitration under this Article must be made within ten (10) workdays after receipt of the final Employer decision by the Union.

C. The same procedures identified earlier in this Article will be used for selecting the arbitrator.

D. The arbitrator will conduct the hearing within ten (10) calendar days after being notified of his/her selection, subject to the availability of witnesses and party representatives. If the selected arbitrator is unable to hear the case within this time frame, the last struck arbitrator on the list will be selected, unless otherwise agreed to by the Parties.

E. By mutual agreement, the Parties may arrange for a pre-hearing conference with or without the arbitrator, to consider means of expediting the hearing. For example, by reducing the issue(s) to writing, stipulating facts, exchanging lists of proposed witnesses, and/or authenticating proposed exhibits.

Section 13. Procedures for Expedited Arbitration

A. The arbitration will be held on EPA premises at the grievant's post of duty or any mutually agreed upon site.

B. The following procedural guidelines will apply:

1. The hearing shall be informal;

2. A verbatim transcript will not be prepared. Upon submission of reasonable proof to the arbitrator that a witness who has personal knowledge of the facts involved cannot be physically present, the arbitrator may accept an affidavit. The arbitrator should accord weight to this type of evidence as the circumstances warrant given the inability of the opposing party to cross-examine. Copies of affidavits will be made available to all parties concerned; and

3. The arbitrator will be requested to issue an expedited decision no later than five days from the closing of the record.

4. All other matters will be governed by sections 1-12.

AWARDS

Section 1.

Managers and supervisors will support the awards program by appropriately using the various types of awards authorized for teams, workgroups, and/or individual employees. The administration of all matters covered by this article is governed by 5 USC Chapter 45, 5 CFR Parts 451 and 531, and the Agency Recognition Policy and Procedures Manual (3130 series). The Agency and the Union agree that the timely recognition of unit employees' exceptional achievements contribute to the efficiency of the work force and the accomplishment of the Agency's mission. Recognition and awards shall be based solely on merit and specific achievements.

Section 2.

The granting of awards is subject to budgetary limitations and awards are paid at the discretion of the Agency.

Section 4.

Each local chapter will be allowed to review its bargaining unit employees' awards:

A. Each Chapter will designate a union representative as a point of contact (POC) for award information.

B. The appropriate management official will contact the Chapter's POC to provide notice of award nominations.

Upon request, the agency will meet with the union to discuss awards budgeting questions.

Section 6.

The fact that an employee is the subject of a conduct investigation or has been the subject of a disciplinary action during the rating period will not preclude a performance award that would otherwise be granted unless such preclusion is necessary to protect the reputation of the Agency.

CAREER LADDERPROMOTIONS

A. Career ladder promotions shall be awarded in accordance with federal law, rule, and regulations. The timing of career ladder promotions is subject to meeting the conditions prescribed by law and regulation as described below. These conditions must be satisfied before a career ladder promotion occurs. Career ladders are usually established at a trainee level and progress to the journeyman level. The grade of the journeyman level will be determined by the organization's needs, consistent with the work to be performed.

   The following conditions, prescribed by law and regulation (including 5 CFR § 335.104, eligibility for career ladder promotions) must be satisfied for an employee to be eligible for a career ladder promotion:

   1. Available work exists at the next higher grade level to support the promotion;

   2. The employee's performance demonstrates the ability to perform the duties of the next higher grade level;

   3. The current rating of record is at the "Effective" level or above; and

   4. The employee has completed the minimum waiting period in the lower-graded position (52 week period pursuant to 5 CFR § 300.604).

   Pursuant to 5 CFR § 335.104, no employee may receive a career ladder promotion who has a rating below "Effective" on a critical element that is also critical to performance at the next higher grade of the career ladder.

B. In the event the employee meets all other eligibility requirements as described in Section 1.A. of this article except work is not available at the next higher grade level that results in a delay in the career

ladder promotion, management will notify the employee in writing when the unavailability of work becomes known and will explain the determination to the employee. Upon request of the employee, the agency will provide any available documentation to support the determination of unavailability of work. When an employee continues to meet the other criteria for promotion described in Section 1.A. of this article and the work subsequently becomes available, management will promote the employee at that time.

In the event that the Employer denies or delays a career ladder promotion for any reason other than work not being available, the Employer shall provide notification of such in writing as well as the rationale for the denial or delay to the employee. Employees may grieve the denial or delay of a career ladder promotion consistent with applicable laws, rules, and regulations and the collective bargaining agreement.

Section 2.

For employees in career ladder positions, the progress review (both mid-term and end-of-year) under Article 9 shall include an assessment of the employee's demonstrated ability to perform the duties of the next higher-graded position. The supervisor and employee should focus on the duties and level of performance expected at the higher-grade position and how the employee can demonstrate the ability to perform those duties while in the current position.

The supervisor and employee are encouraged to engage in discussion concerning whether the employee's performance will be sufficient to warrant a career ladder promotion throughout the rating year, including at mid-year and end of year performance meetings.

Section 3.

Section 4.

Within 60 days from the effective date of this agreement, the Employer shall provide the Union with a list, broken down by NTEU chapter/location, of all NTEU bargaining unit employees who are eligible for a career ladder promotion and their anniversary date.

CHILDCARE SUBSIDIES

Subject to budgetary constraints, the Agency is committed to providing a childcare subsidy to eligible employees in accordance with 5 CFR Part 792.

The Agency periodically reviews the childcare subsidy program and the union may request an update at any time.

DISCIPLINARY ACTIONS

This article applies to all employees in the competitive or excepted service who are not serving probationary or trial periods under an initial appointment or who have completed 1 year of current, continuous service in the same or similar positions under other than a temporary appointment limited to 1 year or less.

Section 2.

A. For purposes of this Article, disciplinary actions include suspensions for 14 calendar day or less and reprimands, and reprimands reduced to writing.

B. Disciplinary actions exclude counseling/warnings, whether oral or in writing. When an employee is counseled/warned/admonished, in writing, the employee may respond in writing and have the writing attached to the counseling document.

C. Supervisors and managers will take appropriate and timely action once they become aware of a potential problem.

Section 3.

A. When proposing and effecting disciplinary actions, management will consider each case on its own merits. The Employer will be guided by the principle of progressive discipline. The Employer will refer to the agency Table of Penalties as a guide and apply other factors as stipulated in this article in determining the appropriate action to take.

B. When determining the appropriateness of a disciplinary action, the Employer agrees to consider the following factors, as relevant:

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the

offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated

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

3. The employee's past disciplinary record;

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

5. The effect of the offense upon the employee's ability to perform at a fully satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;

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

7. Consistency of the penalty with any applicable Agency table of penalties;

8. The notoriety of the offense or its impact upon the reputation of the Agency;

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

10. Potential for the employee's rehabilitation;

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

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

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C. All of these factors may not be relevant in every case. Factors may or may not weigh in an employee's favor. Selection of an appropriate penalty involves a responsible balancing of the relevant factors.

It is understood by the parties that when discipline is appropriate, the goal in issuing is to be corrective, and not punitive.

4. .

Section 4.

A. No employee will be disciplined except for such cause as will promote the efficiency of the service.

B. In the case of off-duty misconduct, the proposal and/or action will establish the nexus between the misconduct and the efficiency of the service.

C. The employee and their representative will be given reasonable time to prepare the reply, in accordance with the terms of Article 6.

Section 5.

When the Employer takes a suspension action against an employee, the following procedures will apply:

1. The written proposal will be delivered in no less than 14 calendar days prior to taking the disciplinary action and will contain the specific reasons for the proposed action, stated in detail. It is understood that a proposed notice is not grievable upon receipt. However, grievances regarding the proposal may be merged into a grievance concerning the final decision of the Employer, after that final decision is issued.

2. The employee will be given not ~~more~~ less than 10 calendar days from the date t receives the notice of proposed disciplinary action, in which to deliver an oral and/or written reply. Reasonable requests for extensions will be granted. If feasible, the agency will respond to requests for extension within one business day. The proposal notice will specify who will hear/receive the oral and/or written reply. This official will be the person who will be making the final decision on the matter, or their designee.

3. The employee and their representative will be given reasonable time to prepare the reply, in accordance with the terms of Article 6.

4. The proposal notice shall inform the employee of their right to review the material which is relied upon to support the proposed action. The term "material relied upon" includes all documents contained in the disciplinary action file, whether favorable or unfavorable to either party's position. The Employer will make a copy of such material available for review, concurrent with the delivery of the proposal notice to the employee. The Employer may sanitize any information provided, consistent with legal or regulatory requirements.

5. Where management has relied upon witnesses to support the reason for the proposed action, the Employer will make available, as part of the material relied upon, the identity of those witnesses and any written statements taken from them. The Employer reserves the right to sanitize any material which is provided to the employee or the employee's representative, when required by law. If requested by the employee or their representative, the Employer will furnish a copy of such material prior to the oral reply.

6. In making a reply, the employee may set forth mitigating circumstances, refute aggravating circumstances, and/or give reasons why the proposed action should not be effected.

If an employee chooses to make an oral reply the employee and or their designated union representative may state their preference about whether to present their oral reply in person or via videoconferencing at least 5 calendar days prior to the oral reply due date. Management will give consideration to the stated preference. If the Employer decides to hold the meeting in person, the Employer will pay the travel expenses for the employee to travel to the Deciding Official's or designee's work site.

8. The Employer will summarize an employee's oral response and include the summary in the case file. The Employer will provide a copy of the written summary to the

employee prior to serving the decision. Within five (5) calendar days of receipt of the written summary (excluding holidays), the employee may submit comments about the written summary which will also be included in the case file for consideration by the deciding official before issuing a decision. Reasonable requests for extensions will be considered. Employees making an oral response should provide an outline of their presentation at the beginning of the reply meeting.

9. The Employer agrees that the employee may use the same means as the Employer does to take notes during the oral reply.

The parties may discuss using the ADR process following the notification of the proposed disciplinary action. Any ADR process will be separate and distinct from the employee's oral reply and will not be considered part of the record.

Section 6.

The final decision in a ~~adverse~~ suspension action covered by this Article must be made by a higher level official in the proposing official's chain of command or an equivalent official outside of the employee's chain of command with the authority to make or recommend a final decision, , unless the proposing official is the Deputy Administrator or the Administrator of the Agency. The decision notice will specify the charge(s) sustained and the reason(s) for the decision

The deciding official may either reduce or overturn the proposed action, or sustain the proposed action, or alternatively may offer the employee a settlement agreement in resolution of the matter.

Section 7.

An employee subject to disciplinary action may grieve the action under the negotiated grievance procedure.

Section 8.

A. Letters of reprimand will be retained in the employee's Official Personnel Folder (OPF) for the period of time specified in the letter, which may not exceed two years.

B. Oral admonishments which are reduced to writing will be retained by the employee's supervisor. Retention of the record will normally not exceed one (1) year from the date of issuance provided the Employer has demonstrated that the conditions or expectations in the admonishment have clearly been met.

C. The documentation maintained in a disciplinary action file will be purged/destroyed pursuant to applicable rules for the system of records governing disciplinary action files in which the documentation is maintained. If a disciplinary action is overturned or reduced, appropriate action will be taken with respect to all other records (e.g., SF-50) in accordance with the disposition of the case.

Section 9.

To the extent not prohibited by law, the Employer agrees that upon delivery of a copy of the final decision letter for suspensions of fourteen (14) calendar days or less to the employee, upon request by the employee or the Union, it will provide the Union a sanitized copy of the letter.

CONTRACTING OUT

Section 1. General

A. The Employer will notify the Union regarding any anticipated review of a function, currently being performed by bargaining unit employees, undertaken for the possibility of contracting out that function. To the extent required by law, the Parties will maintain the confidentiality of all information concerning the study and contract process until a decision is reached either to not contract out or to award a contract.

B. The Union shall be advised prior to the contracting out of work. It shall have the opportunity to engage in impact and implementation bargaining concerning any adverse personnel actions for employees resulting from the contracting out of work.

C. The Employer will make reasonable efforts to minimize the impact on employees when a function is contracted out. The Employer will provide reasonable, necessary training to employees who are reassigned as a result of a decision to contract out the work they formerly performed.

Section 2. Information

A. At the Union's request, the Agency will provide information concerning commercial activity studies affecting unit employees, to the extent consistent with law, rule or regulation.

B. The Union will be involved in all phases of an A-76 study to the extent permitted by law and regulation.

DUES WITHHOLDING

Section 1. Purpose and Coverage

A. This article is for the purpose of authorizing eligible bargaining unit employees who are members of the union to pay dues through voluntary allotments from their compensation.

B. This agreement is based on exclusive recognition granted to the Union by eligible employees in the bargaining unit who (1) are represented under this recognition, (2) are members in good standing in the Union, (3) voluntarily complete or have previously completed Standard Form 1187, and (4) receive compensation sufficient to cover the total amount of the allotment.

Section 2. Union Responsibilities

The Union agrees to assume responsibility for:

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

2. Forwarding properly executed and certified Standard Form 1187 to the servicing Human Resources Office on a timely basis.

3. Forwarding an employee's revocation (Standard Form 1188) to the Human Resources Office when such revocation is submitted to the Union.

4. Providing the Human Resources Office with written notification of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) days of the date of such final determination; and changes in the formula of dues amount.

5. Informing the Director of Human Resources of any change in the amount of membership dues.

6. Providing the SF-1187 forms to bargaining unit employees.

7. Forwarding properly executed and certified SF-1187s and keeping the local Employer's Designated Official (EDO) informed of any changes in the certification and remittance procedures. The Union will promptly submit the SF-1187 to the EDO after it is signed by the employee and the authorized union official. The Union will ensure that the employee completes sections 1, 2 and 5 of the form.

8. Advising the Employer of the names and complete mailing addresses, including changes, for officials who are authorized to receive remittances, printouts, and other dues withholding data.

Section 3. Certification and Remittance Procedures

The Employer agrees to do the following:

1. Deduct and process voluntary allotments and change in dues upon certification from the NTEU National President in accordance with this Agreement.

2. Withhold authorized dues on a biweekly basis at no cost to the Union or the employee.

3. Upon receipt of a properly certified SF-1187, prepare the relevant EPA form for transmission within one (1) full pay period of its receipt. The SF-1187 should be entered into the payroll system, and dues withholding started, no later than the full pay period following receipt of the SF-1187 by the Employer's Designated Official.

4. Return the SF-1187 to the Union when an employee, who has submitted a SF-1187, is not eligible to enroll in the automatic dues withholding program because he/she is not included under the recognition in the appropriate, exclusively recognized unit on which the Agreement is based.

5. Have remittance checks transmitted biweekly to the Union or deposited electronically biweekly in an account designated by the Union with an alphabetical listing of employees for whom deductions were made. Transmit to the Union the total amount deducted for all employees; and the report which may not be consolidated will include the following encrypted information:

   (a) Last four digits of SSNChapter ID
   (b) First Name
   (c) Middle Initial
   (d) Last Name
   (e) Dues Amount
   (f) Seasonal Member (WAEID)
   (g) DW (Always "D")
   (h) Agency ID (Always "EPA")
   (i) Duty Location
   (j) Grade
   (k) Step
   (m)Pay Plan
   (n) Nat Loc Amount (All zeroes)
   (o) Adjustable Base Pay

6. The Employer will allow the dues withheld from a Union member to be increased during the year when the employee receives a promotion or step increase, in accordance with the current union dues withholding arrangement.

7. Through the Labor Relations office or the designated office, the Employer will notify the employee and the NTEU Chapter president within fifteen (15) workdays of a determination that an employee is not eligible for a dues withholding allotment for one of the reasons identified in Section 4., In the event the Employer determines someone is ineligible based on the reasons in Section 4(3) below, upon request from the union, the agency will also provide the specific duties that disqualify the employee from the bargaining unit.

Section 4. Termination

Allotments will be terminated when:

1. An employee ceases to be a member in good standing of the Union. In accordance with section 5.C, the Union is responsible for notifying the agency of the employee's loss of union membership and requesting that withholding be terminated.

2. The Union loses exclusive recognition for the covered unit.

3. When the employee is detailed, reassigned or promoted outside of the bargaining unit for which the Union has been accorded exclusive recognition.

4. When the employee is separated from the Federal service.

5. Death of the employee.

Section 5. Effective Dates

A. Starting dues withholding: No later than one full pay period following receipt of the SF-1187 by the Payroll Office for HQ and the HRO/FMO for the regions as applicable.

B. Change in amount of dues: This dues change will be made as soon as possible, but not later than sixty (60) days after notification. Such changes in dues amounts will be limited to one (1) change each twelve (12) months.

C. Termination due to loss of membership in good standing: Beginning the first pay period after the date of notification into the Employer's automated personnel and payroll system.

D. Termination due to loss of recognition: Beginning of the first full pay period following the loss of exclusive recognition upon which the allotment was based.

E. Termination due to separation or movement out of the exclusive unit: Beginning of first full pay period after the date of receipt of notification into the Employer's automated personnel and payroll system..

F. Revocation by employee: Per 5 USC § 7115(a), employees may not revoke their dues withholding for a period of one (1) year. To revoke an allotment, an employee must submit an SF1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee organization Dues) or equivalent to the EDO during the one month open period before the anniversary date of the initial SF-1187 and closing on the anniversary date. A revocation shall be effective as of the first full pay period after the anniversary date. If the employee does not submit the SF-1188/equivalent during the one month open period, his/her allotment may not be revoked. A revocation will not be accepted until the next one-month open period prior to the employee's anniversary date for dues withholding. Revocations will be effectuated by submission of a completed SF-1188 that has been initialed by the Chapter President or the Chapter President's designee and that lists the employee's dues withholding anniversary date or through the Chapter President providing an equivalent verification over email. If the SF-1188 is not initialed or verified through email by the

Chapter President or designee, the Employer will return the SF-

1188 to the employee and direct the employee to the union for initialing. If the agency receives an SF-1188 from an employee that has not been initialed or verified by the Chapter President, the Agency will notify the Chapter President or designee. Once received, the SF-1188 will be processed in a timely manner.

Section 6. Bargaining Unit Moves

A. In the event, an employee moves from one bargaining unit position to another bargaining unit position, and both bargaining unit positions are represented by NTEU, dues withholding will not be cancelled. In the event the transfer of an employee results in a change in the employee's NTEU chapter affiliation, the Employer will note the change and adjust dues withholding as appropriate. In the event that the Employer cancels an employee's dues withholding during a change from one NTEU bargaining unit position to another NTEU bargaining unit position, the Employer shall immediately reinstate the employee's dues withholding. The Employer will notify the employee and the union of the error.

B. Employees who leave the bargaining unit temporarily will have their withholding suspended and will have the withholding reinstated once they return to the unit.

Section 7. Erroneous Payments

Once it is notified of the erroneous overpayment, the Union will promptly remit such money to EPA. In situations involving omitted or incorrect payments, EPA will promptly remit such money to NTEU. Disputes and disagreements regarding unresolved dues problems are to be processed through the Negotiated Grievance Procedure.

Any rights afforded by law, rule, and regulation will be observed, including but not limited to the right to request a waiver of overpayment/debt.

Section 8. Deductions from Back Pay Awards

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

Section 9. Discretionary Allotments

Employees may elect as many as four (4) discretionary allotments, (which are not savings allotments) which employees may use to have additional voluntary deductions withheld from their pay. Such discretionary allotments may be used consistent with regulations for various purposes such as insurance and other benefits which may be offered by NTEU.

EFFECT OF LAW AND REGULATION

Section 1.

As of the effective date of this Agreement, the Parties are governed in all matters covered by this Agreement, existing and future laws; government-wide rules and regulations in effect upon the effective date of this Agreement. In any conflict between EPA orders, manuals, notices, and advisories in effect on the effective date of this Agreement, and the terms of this Agreement, the Agreement will govern.

Section 2.

Any rule or regulation published after the effective date of this Agreement, over which the Employer is obligated to bargain to the extent required by law, will not be enforced for bargaining unit employees either (1) until the Parties have fulfilled their bargaining obligations in accordance with the FLMRS, or (2) if it conflicts with the specific terms of the Agreement. An exception to this provision will be if the Parties mutually agree to accept enforcement of the rule, regulation, etc. If they agree, the rule or regulation will be effective upon agreement.

Section 3.

Local level agreements and practices will not conflict with the terms of this Agreement.

EMPLOYEE ASSISTANCE PROGRAM

Section 1. General

The Agency and the Union recognize the importance of an Employee Assistance Program (EAP) to provide free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. These various problems include areas such as alcohol abuse, drug abuse, stress, grief, family problems, psychological disorders, emotional illness, domestic violence, bullying or other personal problems affecting mental and emotional well-being. Employee participation in the program shall be voluntary, confidential, and shall not be disclosed to the Agency without The parties agree that it is advantageous to provide on-site counseling at EPA facilities.

Section 2. Scheduling EAP Consultations

The Agency may grant administrative leave to employees for 1) EAP consultations involving problem identification and referral to an outside resource, and for 2) EAP educational activities. The employee shall generally request leave in advance. In emergency circumstances where an advance employee request is not practicable, the employee agrees to notify the supervisor

as soon as possible. The EAP counselor may advise the Agency as to whether an employee attended a counseling session and the approximate length of the session, when the employee attends the session on duty time. The Agency shall keep such information confidential.
Should an employee schedule an EAP session outside of working hours, there is no requirement that the employee notify their supervisor.

Section 3.

EAP Referrals to Outside Treatment/Assistance
When the EAP refers employees to outside professional treatment and assistance sources, an employee may request leave, including from the leave bank and leave donation program, for the purpose of undergoing a treatment program.
Section 4. EAP Administration

The Agency shall strive to ensure that EAP information provided to employees is current and accurate. On a periodic basis, the Parties shall publicize the Program, including the name of the Program Coordinator, to employees. On an annual basis, the Agency shall provide the contact information for the EAP program to employees via e-mail. The Parties shall inform unit members facing formal disciplinary/adverse action of the existence, operation, and contact information of the EAP. If the Agency must discontinue the program due to staffing or funding limitations, it will notify the Union in accordance with Article 33.

EQUAL EMPLOYMENTOPPORTUNITY

Section 1.

No employee will be denied a benefit of employment by the Employer, or a benefit or right of unit membership by the Union because of the employee's race, color, national origin, sex, age, religion, sexual orientation, Union affiliation, lawful political affiliation, marital status, or qualifying disabling condition. Both parties support the realization of a representative work force within the units at all levels.

Section 2.

The Parties hereby affirm their support of a positive EEO program.

Section 3.

The local parties may establish an EEO committee or councils. The Chapter will be given the opportunity to have a bargaining unit employee as its representative to participate as a committee member on matters affecting unit employees. Bargaining unit employees serving on the committees/councils will do so on official time and unit employees serving as the Chapter representative shall be selected by the Union.

Section 4.

A bargaining unit employee may file a discrimination complaint under the negotiated grievance procedure or the administrative procedure provided by statute and regulations, but not both. An employee filing a formal EEO complaint under the Agency's procedure is entitled to a representative of his/her personal choice provided that the representation does not create a conflict of interest, as described in 29 CFR 1614.605(c). An employee filing a discrimination complaint under the negotiated grievance procedure may represent himself/herself or may be represented by an authorized Union representative. An employee shall be deemed to have exercised his or her option in filing an EEO complaint at such time as the employee timely initiates a formal written EEO complaint/notice of appeal under the statutory procedures or timely initiates a grievance in writing in accordance with the Grievance article.

Section 5.

Upon request, and in accordance with the provisions of 7114(b)(4), the Employer will provide any prepared statistical reports and EEO complaint summaries on the unit to the Chapter.

Section 6.

Upon request, employees shall be entitled to Union representation and granted duty time in all meetings

with an EEO Counselor subject to the provisions of Article 6 of this agreement.

Section 7.

The Employer, pursuant to 29 CFR 1614.203(c) will make reasonable accommodations to the known physical or mental limitations of qualified employees unless it can be demonstrated that the accommodation would impose an undue hardship on the operations of the Employer's program.

EMPLOYEE RIGHTS

Section 1.

A. The employer and the Union will recognize and respect the dignity of employees, supervisors and managers in the formulation and implementation of personnel policies, practices and conditions of employment and, at all times, treat employees with courtesy and respect. Relationships between employees, their representatives, and their supervisors will be mutually conducted in a businesslike, courteous and tactful manner.

B. Employees recognize their responsibility to promptly comply with all orders and instructions from their supervisors. If an employee reasonably believes that an order or instruction patently violates any law, rule, regulation or Agency policy, they should state their beliefs to their supervisor. Additionally, Supervisors recognize their responsibility to ensure that all orders and instructions are consistent with law, rule, regulation or Agency policy.

C. The employee may document their belief that the order or instruction violated one or more laws, rules, regulations or Agency policies. If an employee refuses to carry out an order or instruction promptly and the EPA takes an adverse personnel action against the employee as a result of such refusal, that employee may assert as a defense that they believed the order or instruction to be illegal. An employee will not be subject to discipline on the basis that the employee carried out the order of the supervisor.

Section 2.

As provided by 5 USC 7102, each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right, except as otherwise provided under 5 USC Chapter 71. Such rights include the right:

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

2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this

agreement.

Employees formally assigned (as documented by a SF-52) to a non-unit position may not concurrently serve as a Union representative.

Section 3.

A. The initiation of a grievance in good faith by an employee does not affect the employee's standing

with the Agency. Employees who have relevant information concerning any matter for which remedial relief is available under this agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation or reprisal.

B. Employees will be free from restraint, coercion, discrimination, interference or reprisal for designating the Union as their representative in a matter of concern over the interpretation or application of this Agreement or of representing the employees to any Government agency or official other than the Employer.

Section 4.

If there is a disagreement between the employee and the Employer regarding the employee's right to Union representation pursuant to section 5 of this article, Article 5, sections 2 or 5, and Article 9, sections 24 or 25, the meeting will be delayed no more than one full workday, in order to permit the employee to consult with their Union representative, and for the supervisor to consult with the local HR office. Contact with union representatives and/or HR officials should occur as soon as the meeting is scheduled.

Section 5.

A. In accordance with 5 USC 7114(a)(2)(B), the Union will be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests the representation. Prior to the start of such an examination, the Employer will inform the employee of the purpose of the meeting.

B. Employees will be informed annually of this right to representation through e-mail at the beginning of each calendar year.

C. If an employee requests Union representation under this Article and a Union representative is not available, the examination will be rescheduled as soon as practicable at a mutually acceptable time in order to secure a Union representative. If the examination will be in a field office/place based office outside of a regional or district office, or in a headquarters office located in the field where no union representative is co-located, the examination may be rescheduled as soon as practicable, but no longer than (5) five workdays in order for the employee to secure a representative.

D. Any discussion with employees by representatives of the Employer which may reasonably be considered by an employee to lead to disciplinary action will be conducted in private.

At any meeting as referenced in Section 5A above, the Employer agrees:

1. To inform the employee in advance of the meeting, of the general subject of the interview, including whether or not it is criminal in nature; and

2. That the interview will be scheduled to allow the employee an opportunity to seek the counsel of a Union representative and to prepare for the investigatory interview.

E. Employees shall be given any warnings required by law to protect their constitutional privilege

against self-incrimination in criminal proceedings. Refusal to respond to questions based on a proper invocation of the privilege against self-incrimination in a criminal proceeding may not be used as the sole basis for a disciplinary or adverse action. The Employer may determine, in circumstances potentially involving criminal misconduct, that it is necessary or desirable that employees being interviewed be required to respond to questions concerning misconduct or face disciplinary/adverse action, provided that the employees are informed that their answers cannot be used to incriminate them. In such cases, the Employer shall provide a Kalkines warning, orally and in writing, to the employee being investigated (Appendix A).

F. When employees are given the warning, they shall be given a "Statement of Rights and Obligations." Employees will acknowledge on the statement the receipt of the above warning. Employees may acknowledge on the statement the receipt of this warning. Employees shall be given a copy of the statement for their records. The employee's acknowledgment indicates only that the employee received the warning. It does not constitute the employee's admission of any wrongdoing by the employee.

G. When an employee being interviewed is accompanied by a Union representative, the role of the representative includes:

1. Requesting that the interviewer clarify questions;

2. Clarifying responses provided by the employee;

3. Assisting the employee in providing favorable extenuating facts;

4. Suggesting other employees who may have knowledge of relevant facts; and

5. Advising and/or conferring privately with the employee during the course of the meeting.

At the conclusion of the interview, the Union representative and employee may meet briefly to determine if there are additional facts the employee would like to bring to the interviewer's attention. In the event EPA changes the Kalkines statement in accordance with law, rule or regulation, EPA will provide a copy of the new form to NTEU before it is used.

H. Interviews of employees by investigative officials of the Employer will be limited to matters having a nexus to the efficiency of the service.

Section 6.

All employees will be officially notified at least on an annual basis of the Employer's policies regarding the monitoring of employee use of the computer system.

Section 7.

Upon request, employees will be authorized up to a maximum of one (1) hour of administrative leave annually, or at the employee's option may use their lunch break to consult with a national Union-sponsored benefits counselor. Supervisors will approve such requests unless precluded by the employee's workload.

Section 8.

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations will be voluntary, and employees will not be coerced to contribute. Supervisors may solicit pledges or contributions from employees generally, however, a supervisor will not solicit pledges or contributions from an individual employee under their supervision.

Section 9.

An employee cannot be required to tell a superviso r the specific circumsta nces surrounding their need to contact a Union representative. An employee who wishes to meet with a Union representative shall request permission from their supervisor prior to leaving the work site indicating the expected duration of their absence. Refer to Article 6 for the procedures for documenting use of official time.

Section 10.

Employees will be required to utilize electronic fund transfer unless they qualify for an exemption pursuant to EPA policy 9903.

Section 11.

Subject to the availability of funds and demonstrated need, the Employer will provide the normal and routine level of service offered by existing health units, to include making a nurse available during working hours at EPA facilities. Where considered feasible based on the location of the health unit, such services will include care for employees during emergency situations and until proper medical authorities can reach the employee. As testing (to include, for example, heavy metal screening), inoculations (to include, for example, preservative-free seasonal flu shots (higher doses for employees age 65 and older or pre-existing conditions), tetanus, hepatitis A and B, shingles), and special programs are offered by the health unit, such programs will be made available to employees on an as- available basis. If a health unit is closed, or the level of services provided by the health unit will change, the Employer will notify the local union prior to the change and negotiations will occur in accordance with this agreement.

Section 12.

The Employer will comply with all government-wide regulations pertaining to health benefit coverage for employees and open season procedures. The local union can access via the Intranet the OPM approved and provided FEHB Guides (RI-70-1) for the current year and any other OPM materials.

Section 13.

To the extent of its authority and ability, and consistent with its right to determine internal security procedures in accordance with law and statute, the Employer will provide a work environment free from recognized hazards that are likely to cause death or serious harm.

Section 14.

Unit employees' access to existing EPA-sponsored health/fitness centers will continue into the new agreement. Any changes within management's discretion (e.g., availability to unit employees, fees charged, etc.) will be handled at the local level pursuant to Article 33. The decision to support unit employees' access to exercise facilities will be based on the number of employees who are using or can reasonably be expected to use such facility, the availability of funding for such purpose, the availability of other facilities in the office area, etc. Any change in unit employees' access to such facilities will be handled pursuant to Article 33.

Section 15.

Based on local need and space availability, space will be provided for a lactation room. Should business purposes dictate that space set aside for a lactation room is required to meet mission needs, the Employer will provide the employees with advance notice of the imminent loss of the lactation room. When specific lactation rooms are not available, employees may make arrangements to use vacant offices or conference rooms for lactation purposes.

HEALTH AND SAFETY

A. The Employer will provide a safe and healthy work environment for employees. As such, the Employer will comply with all applicable provisions of the General Standards of the Occupational and Safety Health Administration as well as with all other appropriate relevant health and safety codes and standards.

B. Each employee has a responsibility for his/her safety and an obligation to observe established health and safety rules and precautions as a measure of protection for him/herself and others. Employees may not engage in conduct that causes or will likely cause the Employer to be in violation of any rule, regulation, order, permit or license issued by a regulatory authority.

C. The employee will become familiar with and observe health and safety-related policies and procedures and guidelines issued by the Employer, which are applicable to the employee's own actions and conduct. If the Employer provides employees with safety equipment, personal protective equipment, or any other devices and procedures that the Employer considers to be necessary for employee protection, the employees will use such equipment as directed by the Employer. The Employer will provide any necessary training to use such equipment as directed by the Employer.

Section 2. Unsafe or Unhealthy Conditions

In the course of performing their assigned work, employees will be alert to the presence of unsafe or unhealthy conditions. When such conditions are observed, it is the employee's right to report them - with anonymity, if requested by the employee – to supervisory personnel and/or local safety and health personnel, such as the Health and Safety Officer. Copies of all employee reports of unsafe or unhealthy working conditions will be forwarded to the local health and safety committee.

1. In the event of imminent danger situations, employees will make reports to the Employer by the most expeditious means available. The employee has the right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his/her supervisor, another supervisor who is immediately available, and/or local safety and health personnel.

2. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious/physical harm immediately or before the imminence of such danger can be eliminated through normal procedures (29 CFR 1960.2(u)). An employee who abuses these procedures may be subject to disciplinary action.

3. It is the Employer's responsibility to timely respond to health and safety complaints per EPA policy and 29 CFR Part 1960. The Employer will also report back to the employee, at the employee's request, within a reasonable time frame. If the employee has additional concerns with regard to the Employer's response, the employee should notify the local Chapter or the local health and safety committee.

Section 3. Inspection

All areas and operations of each workplace, including office operations, will be inspected at least annually. The Union will be given the opportunity to designate a local representative of the Union to be present for all such inspections. When feasible, the Employer will give the earliest advance notice but no later than two (2) workdays advance notice of the date the inspection is scheduled such notice will provide the time and place where the inspection will begin. Prior to the scheduled inspection, the Union will notify the Employer of either the name of its representative who will be present or its intent not to participate..

Section 4. Annual Review

The Employer will take steps, on at least an annual basis, to ensure that employees are familiar with the proper procedures for leaving their work areas during emergency situations such as suspected fire or bomb threat. When such emergencies occur, the Employer will take all steps necessary to safely and expeditiously evacuate employees. The Union will assist in this effort by encouraging its members to follow established procedures and to serve as monitors/coordinators, where such duties exist. Before serving as monitors/coordinators, employees will complete all necessary training as provided by EPA.

Section 5. Miscellaneous

A. Employees will be informed of the procedures to use to contact the local emergency management system (e.g., paramedics, fire departments, police departments, ambulance services, etc.).

B. The Employer will offer first aid, cardiopulmonary resuscitation (CPR) training, and defibrillation training to interested employees as can reasonably be scheduled. The training will be offered at least annually on duty time, as resources, interest and recertification requirements allow. The Union will encourage its members to take the course.

C. The Employer will furnish the Union with the name and location of the Safety and Health Program Director, Director, SHEMD, and other officials having responsibilities in their respective Safety Program.

D. The Employer agrees to continue to provide periodic health and safety information on the EPA Intranet. Health and safety program information will be disseminated and posted in accordance with 29 CFR 1960.12(e).

Section 6. Air Quality/Fumes

A. The parties recognize that EPA employees work at different types of facilities serving many

different purposes. These may include but not be limited to commercial office space, laboratories, animal housing, warehouses, equipment storage, and hazardous waste units. The general use, purpose and indoor air considerations in such spaces is quite different and the indoor air issues relative to such spaces will be different as well.

B. Indoor air quality often refers to comfort issues as well as exposure related health concerns. Occupants are not only the recipients of indoor air quality but also a major variable in influencing indoor air quality. The Environmental Protection Agency has identified indoor air quality as a possible environmentalas well as a public health concern
It is EPA's intention to extend this level of concern to employees when addressing indoor air quality issues in buildings occupied by EPA personnel. However, the management of many facilities and supporting services and mechanical systems may be outside the scope of EPA's authority and operating influence.

C. Building/Facility Profile: In order to promote an improved understanding of indoor air quality at a specific location, a general profile or characterization of the basic elements influencing indoor air quality is fundamental. Profiles will vary from region to region or building to building, based upon location, business use, etc. The local Safety and Health Committee should develop and agree upon applicable protocols for profiling the indoor air quality at their respective facilities. A draft guidance, IAQ protocol, will be provided by EPA/SHEMD as an example or format for general office space. The profile will rely on such elements as: facility use(s), building history, potential source identification, supporting habitats, temperature, relative humidity, storage of foodstuffs and perishables, housekeeping, housekeeping practices, internal carbon dioxide vs. external carbon dioxide, total airborne particulates and carbon monoxide (if applicable). The profile information may be used at each location to identify possible areas for improvement, promote corrective actions, and serve as an information source for employee communications to support programs to educate, inform, advise and update on indoor air quality. Additional assessments such as air monitoring, surface sampling, microbial analysis, etc., should be considered only as indicated and supported by the initial profile.

B. Smoking: The Agency will continue to comply with all aspects of EPA Order 1000.9B • Smoking Policy.

Section 7. Equipment

B. Subject to budgetary and workspace constraints, the Employer shall provide to employees who are required on an ongoing basis to use computers on the job with work stations or desks that can hold computer monitors and which may include adjustable keyboard trays, headsets, adjustable work surfaces which are large enough to accommodate the computer workstations (e.g., printers, manuals, work papers, and any other equipment required to be at the employee's work station to perform the duties and responsibilities of their position). Wrist rests will be provided if requested by individual employees, subject to budgetary constraints.

C. Subject to the availability of funds, the Employer shall provide ergonomically designed furniture to employees who submit medical documentation supporting the need for such furniture as a necessary accommodation for a medical condition.

Section 8. Safety and Health Committee

Locally, the Parties will continue or form a health and safety committee with union representation. The procedures and composition of such a committee will be worked out locally.

Section 9. Union Designated Representatives

The local Chapter will notify the local management point of contact of its designated representative for health and safety matters.

LEAVE
WITHOUT PAY

Section 1. Criteria for Approving Leave Without Pay

B. Leave without pay may be granted to employees, subject to management's approval, and in accordance with applicable law, rules, regulations, and EPA Manual 3165. The LWOP request must contain estimated duration and reason. Valid requests include, but are not limited to:

1. Attending school, if the course of study will increase skills on the job;
2. Maternity leave, if the employee expects to return to duty;
3. For employees whose applications for disability compensation are pending;
4. For illness or injury documented by medical evidence, if the employee is expected to return to duty;
5. While being paid disability compensation unless permanently disabled;
6. To teach at colleges and universities.

C. A condition of granting leave without pay is that the employee will be expected to return to duty. Employees may request leave without pay in lieu of annual leave. However, if an employee has more than eighty (80) hours of comp time or is in a use or lose status, the employee should use either the comp time or use or lose leave prior to requesting leave without pay. Such leave (LWOP) will be granted unless the approving official determines that the absence will create a problem with workload, staffing, or mission accomplishment.

Section 2. Criteria for Approving Leave Without Pay for Union Officers

The Employer will approve leave without pay to no more than 1 employee per chapter who is elected to a national officer position in NTEU for the purpose of serving full-time in that position. The LWOP will be for a period concurrent with the term of office of the elected position. Such LWOP is subject to

the following:

1. Approval of LWOP is subject to staffing and workload requirements;

2. If the employee's return to duty is required due to workload needs or the possession of scarce skills, the Employer will cancel the LWOP and direct the employee to return to duty;

3. When the employee returns to a duty status, the Employer will place the employee in the same title, series and grade position held at the time LWOP commenced, to the extent practicable;

4. If the above placement can't be made, the Employer will place the employee in a position for which qualified at the same grade held by the employee when commencing the LWOP (assuming that no RIF has occurred in the interim).

Section 3. Insurance Coverage

As provided by regulation, employees may elect to maintain their group insurance coverage while in LWOP status. Employees contemplating LWOP in excess of 30 days should contact their servicing HR benefits specialist to determine what effects such LWOP will have on within-grade increases and other benefits.

LABOR-MANAGEMENT RELATIONS

Section 1. General
A. The parties will approach dealings with each other in an atmosphere of mutual respect and cooperation. Nothing in this agreement is intended to prevent or discourage the parties from communicating with each other through their duly appointed representatives at all levels. The parties expressly encourage a continuing dialogue by their representatives in the belief that communication prevents and resolves difficulties which may arise.
B. The Parties at the local level will explore methods to further labor management cooperation, e.g. local committees, ad hoc joint work groups, etc. The procedures and processes for such activities are a matter for local level agreement. The Parties expressly encourage a continuing dialogue by their representatives at the local level in order to improve communications and prevent difficulties which might otherwise arise.

Section 2. Purpose
The matters to be discussed via any local cooperative process are expected to include the following: the discussion of personnel policies, practices and working conditions; the interpretation and application of rules and policies; the establishment of improved employee/management/union relationships; the prevention of conditions that might lead to misunderstandings and grievances; and the exchange of information designed to enhance labor- management cooperation. These collaborative processes are not intended to resolve individual grievances or complaints raised under the negotiated grievance procedure or appropriate appeals procedure unless otherwise mutually agreed by the parties.

MEDICAL QUALIFICATIONS DETERMINATIONS

In directing employees to undergo a fitness-for-duty examination, the Employer will observe applicable laws and regulations, including title 5 CFR 339. If the employee does not pass the fitness-for-duty examination, the employee may request a reassignment pursuant to Article 14, a reasonable accommodation or explore the option of retirement,; including disability retirement.

MID-TERM NEGOTIATIONS

Section 1. Coverage

These procedures cover the negotiations process for changes in terms and conditions of employment affecting bargaining unit employees. The procedures also apply to Employer and Union-initiated negotiations.

Section 2.

When the Employer wishes to implement negotiable changes in personnel policies, practices and working conditions the Employer will provide the Union advanced notice of the proposed changes in conditions of employment in accordance with law.

1. When the Employer notifies the Union of changes that are not national in scope, i.e., not involving more than one EPA region or area, this notice shall be served on the appropriately designated chapter president or designee.

2. When the Employer notifies the Union of changes that are national in scope, notice shall be provided to the President of NTEU or her/his designee in the NTEU national office.

Section 3.

With Employer or Union initiated changes, the following procedures will apply:

1. The Employer will provide the authorized agent of the Union, subject to Section 2 above, with advance notice of the proposed change. Notice shall be provided in writing by email within a reasonable period of time prior to the desired implementation date of the proposed change, taking into account the nature and scope of the proposed change and the need for timely implementation. Should the union have any uncertainty about management's communication, the union may ask for clarification.

2. Once notice is delivered the time frames below begin on the day after actual receipt of the notice.

3. The Union may request a briefing on the proposed change by submitting a written request for such. A briefing request will be made within five (5) work days of the actual receipt of the notice. If the Union does request a briefing, it will have five (5) workdays from the date of the briefing in which to invoke its right to negotiate over the requested changes. If the Union wishes to forgo a briefing, it will have five (5) workdays in which to invoke its right to negotiate over the requested changes. In either event, the Union will have ten (10) additional workdays at the end of the event in which to submit its proposals.

4. The Union will submit its invocation to the person designated in the Employer's initial notice of a proposed change. The Union will notify the Employer of its designated representative for bargaining purposes at this time.

5. **Timeframe to Begin Bargaining:** Bargaining shall commence as soon as possible, but no later than ten (10) workdays after the Union submits its proposals. Each Party will provide two (2) dates and times when available within the ten (10) day timeframe. The Agency will propose its counter at the initial bargaining meeting.

6. **Mid-Term Bargaining Schedule:**

    a. Negotiations will normally be held Tuesday through Thursday. Participants' work schedules may be adjusted to allow for an eight (8) hour day, five (5) day work week, full week of bargaining and to account for all time.

    b. Bargaining sessions will normally commence at 10:00 a.m. and conclude no later than 5:00 p.m. local time.

    c. Either Party may call a caucus. The length of the caucus will be determined by what is reasonable by the Party calling the caucus. However, caucuses shall not normally exceed 30 minutes. During the caucus, the requesting Party will adjourn to another location designated for such purpose.

7. If no agreement is reached by the parties on a particular issue after either Party has presented their "last and best offer" either party may involve an FMCS mediator and mediation sessions will be scheduled as soon as practicable. .

8. Any issues to which agreement cannot be reached following two (2) mediation sessions with the FMCS mediator may be submitted by either or both parties to the FSIP.

9. By written agreement in advance of the deadlines, the parties may mutually agree to an extension of these timeframes.

10. Union initiated negotiations. The Union has a right to initiate bargaining over subjects within the Employer's obligation to bargain that are not covered by the terms of this agreement.

1. The Union will notify the designated management official (servicing HR office) at the appropriate level of its intent to initiate negotiations by submitting its written proposals or written interests that it wishes to bargain over.

2. Service and time frames will be as outlined in Section 3.2 and 3.3 above.

The following ground rules shall govern the conduct of midterm negotiations:

1. At all stages of the process, the Parties will communicate and bargain in a good faith effort to reach agreement in an expeditious fashion.

2. The Employer will provide a site for negotiations.

3. Negotiations shall take place during the regular administrative workday of the office where negotiations are taking place.

4. For National negotiations, the Union may designate a representative from each Chapter to serve as negotiators. There will be an equal number of negotiators for each party.

5. For local negotiations, the parties will have the same number of representatives serving as negotiators, with the Chapter entitled to no less than three.

6. Designated union representatives for local and national negotiations who are agency employees may be in an official time status during the negotiations process.

7. In addition to the above, for both National and local negotiations, the Union bargaining team may include an NTEU staff member.

8. In National and local negotiations either party may have advisors, including subject matter experts, and a reasonable number of silent observers. Subject matter experts and observers may receive official time to the extent permitted by Article 6.

9. At the beginning of the bargaining, the party requesting negotiations shall notify the appropriate office of the Federal Mediation and Conciliation Service (FMCS) of the pendency of the negotiations.

10. Either party has the right to request the assistance of an FMCS mediator at the appropriate FMCS office. A requesting party will provide notice to the other party of its intent to seek such assistance.

11. The parties will cooperate with the mediator to schedule mediation sessions as soon as possible.

12. If the parties do not reach agreement following mediation efforts, they will jointly submit the dispute to the Federal Service Impasses Panel (FSIP) for final resolution. The parties may agree to file a joint request to the FSIP requesting that it direct the parties to resolve the dispute in a particular fashion.

13. The parties will jointly share any expenses or fees involved in the resolution of a bargaining impasse by the FMCS, FSIP, or a procedure directed or approved by the FSIP.

14. Nothing in this section will preclude the parties from mutually agreeing to resorting to private mediation-arbitration for impasse resolution.

Section 5.

Nothing in this article precludes the parties from mutually agreeing to extend the above time frames.

Section 6.

The notice of the proposed change will include the following:

1. A description of the desired change; and

2. The point of contact, and

3. Any necessary attachments.

Section 7.

Where the Union wishes to negotiate over the requested change, the Employer will delay the implementation of such change until that time when the Parties have reached agreement

on the proposed change unless required by law to implement prior to reaching agreement , or unless the agency is faced with an overriding exigency in accordance with law.

Section 8.

Section 9. Midterm Agreements—Memoranda of Understanding and Amendments

The Union and Employer will incorporate any agreement into a Memorandum of Understanding (MOU), and each party will sign the MOU. Each MOU will contain a provision indicating an effective date and, if applicable, an expiration date. If negotiated in an agreement, MOUs may be subject to reopening upon expiration or renewal of the national collective bargaining agreement (this Agreement).

Section 10.

Existing conditions of employment not in conflict with provisions of this agreement will remain in effect. Any practice that conflicts with the terms of this agreement is void on the effective date of this agreement. Parties at the local level may not enter into written agreements or practices that conflict with the terms of this agreement.

Outside Employment Activities

The Employer encourages employee interest in pursuing outside activities consistent with the standards of ethical conduct for employees of the executive branch and the EPA supplemental ethics regulations found at 5 C.F.R. 2635 and 5 CFR 6401, respectively. When prior approval for outside employment and activities are required, the employee must submit the request in writing to their local Deputy Ethics Official (DEO) and copy their immediate supervisor for the supervisor's awareness. Unless specified otherwise by the DEO approvals are valid for 5 years. If however the nature or scope of the employee's outside activity changes or if the employee transfers to an organization for which a different DEO has responsibility, then the employee must submit a new request for approval of outside activity. The employee is responsible for initiating a request under these circumstances.

If the DEO disapproves an employee's request, then the employee may seek review from the Designated Agency Ethics Official or Alternate Designated Agency Ethics Official in the Office of General Counsel.

PART-TIME EMPLOYMENT

Section 1. Definition
For the purpose of this Article, part-time employees are those who are employed in permanent positions with a pre-scheduled tour of duty between sixteen (16) to thirty-two (32) hours per week.

Section 3. Requesting Part-Time Employment
The Employer will consider employment ceilings, workloads, nature of work and benefit to employee when evaluating a request to work part-time. While informal discussions are acceptable in
exploring this arrangement, employees wanting a formal decision with a defined timeframe should
submit a written request to their supervisor that includes the employee's rationale for the request. A
supervisor will then respond in writing as soon as possible within 30 calendar days with a decision
and rationale. The employee acknowledges that the request for part-time employment is voluntary.
The Employer recognizes that any employee may request a change to part-time employment. Reasons an employee might seek part-time employment may include but are not limited to the following potential scenarios:
1. Older employees seeking gradual transition into retirement;
2. Employees with medical issues that would not otherwise be covered under
the Reasonable Accommodation process;
3. Caregivers who must balance dependent care responsibilities with the need
for additional income; and
4. Employees pursuing further education or training and would benefit from a reduced work schedule.
Section 4. Holidays
When a holiday falls on a part-time employee's regularly scheduled workday, the employee will be
paid for the number of hours he/she was scheduled for that day.
Section 5. Change in Employment Status
A. In accordance with 5 USC 3403, the Employer will not abolish any position occupied by an employee in order to make the duties of such a position available to be performed on a part-time basis.
B. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.
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Section 6. Request to Return to Full-Time Status
Upon written request, the Employer will consider an employee's request to
return to full-time status. If the request is denied, the employee will, upon
written request, receive a reason for the denial in writing.
Section 7. Job-Sharing Program

Management will consider requests from employees to voluntarily job-share a position

PERSONNEL RECORDS AND ACCESS TO INFORMATION

Section 1. Official Personnel Records

Employees are expected to utilize online access (e.g. via the agency's intranet site) to their electronic Official Personnel Folder (eOPF). However, in the rare circumstance an employee is unable to access or print information from their eOPF, the Agency will provide the requested information to the employee, within a reasonable timeframe.

Section 2. Agency Records

A. Each employee, or employee representative designated in writing, will have access to any record pertaining to the employee maintained in a system of records, with the exception of records restricted by law or regulation. Any such access shall take place in the presence of the individual having custody of the records, following verification of the identity of the employee or personally designated representative.

Access to such records will be granted within ten (10) working days following the employee's written request. If unable to meet this time frame, the systems manager will provide the requester with the reason for the delay and an estimate of when access will be granted. If access is denied or delayed, the custodian of the record will provide an explanation to the employee or designated representative.

C. Any charges for copies of documents will be assessed in accordance with title 29 CFR §1611.11.

D. No official record, file, or document pertaining to an employee will be made available to any unauthorized persons for inspection or photocopying.

Section 3.
OPFs and other personnel records will be maintained in accordance with applicable laws, rules, and regulations. OPFs are the property of OPM and their contents may not be removed, altered or added to, except by proper authority.

Section 4.
Medical documentation will be treated confidentially, and the Agency will observe all requirements of the Privacy Act and other applicable legal authorities. Medical file system records will be maintained in accordance with title 5 CFR § 293 Subpart E and 5 CFR § 297.205.

Section 6.
The Agency recognizes its obligation to provide the Union and its representatives with necessary data pursuant to the standards set forth in 5 USC §7114(b)(4). When a request cannot be fulfilled within 5 working days, the parties may mutually agree to either postpone or amend any filing or other deadlines related to the information request for a reasonable amount of time after the information is provided.

Section 7.

The Agency will collect and retain all interview materials relied upon during a selection process, including interview panel member questions and notes in accordance with the EPA records schedule. The Union may submit a 5 USC §7114(b)(4) request to obtain such materials.

ARTICLE 41 PROHIBITED PERSONNEL PRACTICES

PROHIBITED PERSONNEL PRACTICES

Section 1. Definitions
A. For the purpose of this Article and in accordance with title 5 USC 2302, a prohibited personnel practice means any action described in Section 2.
B. For the purpose of this Article and in accordance with title 5 USC 2302, personnel action means:
1. An appointment;
2. A promotion;
3. An action under title 5 USC chapter 75 or other disciplinary or corrective action;
4. A detail, transfer, or reassignment;
5. A reinstatement;
6. A restoration;
7. A re-employment;
8. A performance evaluation under title 5 USC chapter 43;
9. A decision concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action described in this section;
10. A decision to order psychiatric testing or examination;
11. The implementation or enforcement of any nondisclosure policy, form, or agreement; and
12. Any other significant change in duties, responsibilities, or working conditions.
Section 2. Prohibited Practices
TA'd 12.14.2020
In accordance with 5 U.S.C. § 2302, with respect to any personnel action, the Agency will not engage in any prohibited personnel practices - including but not limited to prohibition on the following, quoted verbatim from 5 U.S.C. § 2302(b):
(1) discriminate for or against any employee or applicant for employment—
(A) on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e–16);
(B) on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631,

633a);
(C) on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));
(D) on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or
(E) on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation;
(2) solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of—
(A) an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or
(B) an evaluation of the character, loyalty, or suitability of such individual;
(3) coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;
TA'd 12.14.2020
(4) deceive or willfully obstruct any person with respect to such person's right to compete for employment;
(5) influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;
(6) grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment;
(7) appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position any individual who is a relative (as defined in section 3110(a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in section 3110(a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;
(8) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of—
(A) any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences—
(i) any violation of any law, rule, or regulation, or
(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health

or safety,
if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs;
TA'd 12.14.2020
(B) any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences—
(i) any violation (other than a violation of this section) of any law, rule, or regulation, or
(ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or
(C) any disclosure to Congress (including any committee of Congress) by any employee of an agency or applicant for employment at an agency of information described in subparagraph (B) that is—
(i) not classified; or
(ii) if classified—
(I) has been classified by the head of an agency that is not an element of the intelligence community (as defined by section 3 of the National Security Act of 1947 (50 U.S.C. § 3003)); and
(II) does not reveal intelligence sources and methods.
(9) take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of—
(A) the exercise of any appeal, complaint, or grievance right granted by any law, rule, or regulation—
(i) with regard to remedying a violation of paragraph (8); or
(ii) other than with regard to remedying a violation of paragraph (8);
(B) testifying for or otherwise lawfully assisting any individual in the exercise of any right referred to in subparagraph (A)(i) or (ii);
(C) cooperating with or disclosing information to the Inspector General (or any other component responsible for internal
TA'd 12.14.2020
investigation or review) of an agency, or the Special Counsel, in accordance with applicable provisions of law; or
(D) refusing to obey an order that would require the individual to violate a law, rule, or regulation;
(10) discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of

the United States;
(11) (A) knowingly take, recommend, or approve any personnel action if the taking of such action would violate a veterans' preference requirement; or
(B) knowingly fail to take, recommend, or approve any personnel action if the failure to take such action would violate a veterans' preference requirement;
(12) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in section 2301 of this title;
(13) implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following statement: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by
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controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."; or
(14) access the medical record of another employee or an applicant for employment as a part of, or otherwise in furtherance of, any conduct described in paragraphs (1) through (13).
This subsection shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to Congress. For purposes of paragraph (8), (i) any presumption relating to the performance of a duty by an employee whose conduct is the subject of a disclosure as defined under subsection (a)(2)(D) may be rebutted by substantial evidence, and (ii) a determination as to whether an employee or applicant reasonably believes that such employee or applicant has disclosed information that evidences any violation of law, rule, regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety shall be made by determining whether a disinterested observer with knowledge of the essential facts known to and readily ascertainable by the employee or applicant could reasonably conclude that the actions of the

Government evidence such violations, mismanagement, waste, abuse, or danger.

TEMPORARY MEDICAL CONDITIONS

When an employee suffers a temporary medical condition, it is understood that,

depending on the circumstances, there are potential the Employer options which may be available to allow the employee to continue to work during the temporary medical condition with an eye towards ensuring that workload is not impacted negatively. Depending on the circumstances, the Employer's discretion may include, but is not limited to, approving medical telework, leave approval, approving details, temporarily reprioritizing work assignments, etc.

TRAVEL AND PER DIEM

Section 1. Travel Outside Established Tour of Duty
A. The Agency agrees to schedule travel during the regular work hours and workweek of the employee, to the maximum extent practicable. The time spent traveling outside the established workday results in the travel being considered hours of work for non-exempt employees, and is compensable, if it meets the appropriate provisions of 5 CFR § 551.422, Time Spent Traveling (e.g., travel results from an event which cannot be scheduled or controlled administratively).

B. If the meeting is within the control of the Agency, and it is administratively feasible, the Agency has determined that it will reschedule the meeting to avoid required travel on nonworkdays. Mission-essential travel can be required on non-workdays.

C. When a supervisor knows in advance that an employee's administrative workweek will differ from the regularly scheduled tour of duty, due to travel, the employee's supervisor will reschedule the administrative workweek to correspond with the specific days and hours the employee is expected to work.

D. Subject to supervisory approval, employees may travel outside of their regular work hours if they so choose. Employees traveling on their own time at their option are:
1. Responsible for any additional cost resulting from travel deviations: and
2. May be entitled to Travel Compensatory Time Off in accordance with 5 CFR § 550.1404.

Section 2. Travel During Established Tour of Duty
If the circumstances require an employee's attendance at a temporary duty station at a time too early to permit travel on that day during the employee's regularly scheduled working hours, the employee may travel during regularly scheduled hours on the preceding day. If the preceding day is a non-workday, an employee may travel during the regularly scheduled hours on the last workday preceding the nonwork day.
If an employee chooses to do so, subsistence reimbursement and use of the government travel card will be limited to what the employee would have been entitled to if traveling on a nonwork day.

Section 3. Return to Duty Station
A. Employees who are unable to return from temporary duty stations (TDS) during normal duty hours may return that evening or the following day during normal duty hours. An employee electing to travel the next day should return at the earliest practicable opportunity during the regularly scheduled hours of work.

B. When an employee raises a concern about traveling on a non-workday in situations in which the Agency does not control the meeting schedule, a supervisor has discretion to explore potential alternatives. Mission essential travel can be required on non-workdays.

Section 4. Advance Notice of Travel
If employees are required to travel, the Agency will provide employees with advance notice as reasonably possible.

Section 5. Advance of Travel Funds
Sufficient travel advances will be made available prior to the date of departure to those employees without a travel card and who make timely application to receive an Electronic Funds Transfer (EFT) deposit.

Section 6. Mission-Essential Travel
In cases of mission-essential travel, an employee is expected to use the government issued individual travel card to cover necessary official travel expenses. When possible, the Agency will accommodate a traveler who does not have a travel card through an EFT or other government provided means to avoid having an employee use personal funds to cover official travel expenses.

Section 7. Emergency Travel
Employees in a temporary duty status may be eligible for emergency travel as authorized in 41 CFR § 301-30, Emergency Travel. Emergency travel is travel which results from:
(a) Your becoming incapacitated by illness or injury not due to your own misconduct; or
(b) The death or serious illness of a member of your family; or
(c) A catastrophic occurrence or impending disaster, such as fire, flood, or act of God, which directly affects your home.

Section 7. Reimbursement of Business-Related Travel Expenses
A. The Agency agrees to reimburse employees when in a travel status for authorized expenses incurred by them in the discharge of their official duties to the extent allowable by law and regulation.
B. Official travel generally begins when the employee leaves home, office or other authorized point of departure and ends when the employee returns home, to the office, or other authorized point at the conclusion of the workday or trip unless, for personal reasons, the traveler is mixing personal leave time and destinations with official travel. A per diem allowance shall not be allowed for travel within the limits of the official duty station or the vicinity of the employee's home.

Section 8. Use of Private Vehicle for Official Business
When use of a privately owned vehicle for official business is advantageous to the Agency, the employee providing such automobile will be reimbursed in accordance with government travel regulations. In no case may an employee be required to use his/her privately owned vehicle in connection with official business.

Section 9. Voluntary Return for Non-Workdays
A. When an employee in travel status voluntarily returns to his/her official duty station or residence for non-workdays, the maximum reimbursement for the round-trip transportation and per diem enroute shall be limited to the per diem allowance and travel expenses which would have been allowed had the employee remained at the temporary duty station or actual travel expenses, whichever is less.

The employee shall perform any such voluntary return travel during non-duty hours or periods of authorized leave.
B. Employees who are required to routinely perform extended periods of temporary duty may, at agency discretion and within the limits of appropriations available for payment of travel expenses, be authorized round-trip transportation expenses and per diem en route for periodic return travel to their official duty station or residence for non-workdays.

Section 10. Illness During Travel
When an employee in a travel status becomes ill and is expected to remain so for any significant length of time, the Agency will cover all normal travel expenses in connection with returning that employee to his/her normal post of duty area as promptly as possible.

Section 11. Denial of Claim for Reimbursement of Travel Expenses
A. If the review of a travel claim by a travel review officer (TRO) discloses irregularities, the TRO will notify the traveler as soon as practical and attempt to resolve the irregularity with the traveler.
The Agency may find a voucher improper if the employee:
(a) Does not properly itemize his/her expenses;
(b) Does not provide required receipts or other documentation to support the claim; or
(c) Claims an expense which is not authorized.
If the serving finance office (SFO) finds the voucher improper, the SFO must return the voucher to the traveler and include an explanation, written if requested by the employee, of the reason(s) for the return and a contact in the SFO for assistance. The Agency must not exceed seven (7) working days for notifying the traveler that the travel claim is not proper.

B. Consistent with EPA policy and the FTR, if an audited voucher contains some items not properly supported or allowable, the traveler will be reimbursed initially only for those items properly supportable or allowable. The employee will be notified in writing regarding disallowed items and provided an opportunity to provide additional information/documentation to support the claim. If still unable to support all or part of a claim, the employee will be notified, in writing, why the claim remains disallowed and the process for filing a reclaim voucher or appeal. Travel vouchers not selected for audit will continue to be paid, as a general rule, within 30 days after submission.
Section 12. Access to Travel Regulations
A copy of official EPA travel regulations and/or guidelines will be made accessible to employees on EPA's Intranet site, and GS travel regulations can be accessed via Internet. These guidelines will include the appropriate use of government credit cards. All such regulations and guidelines will be explained to the employees upon request. The Agency agrees to provide the Union notice of changes to government travel regulations in accordance with Article 34.

Section 13. Travel Voucher
A. Employees are to submit a completed travel claim normally within 5 business days after the end of the travel. If the employee is in a continuous travel status, the employee is to complete and submit a travel claim at least once every 30 days when practicable.
B. The Agency must reimburse the employee within 30 calendar days from the date the voucher is received from the traveler. If the voucher is returned to the traveler because of questionable claims or because it is incomplete, the 30 calendar day time limit will resume when the voucher is resubmitted.

C. If the Agency fails to meet the 30 calendar day limit following submission of a complete and proper travel voucher, the Agency will reimburse the employee with a late payment fee per the provisions of the FTR and agency's policy. When an employee's late payment was due solely to administrative problems not within the employee's control, the travel voucher approving official or the servicing finance office (wherever the administrative delay occurred) will, at the employee's request, explain to the credit card company that the late payment was not due to the employee submitting a late or incomplete voucher.

D. Upon request, the Agency agrees to determine the status of an employee's travel voucher and provide the employee with the status and reason why an EFT payment has not been received 15 days after an employee submitted his/her travel voucher to his/her supervisor.

Section 14. Time in Travel Status Defined

A. Time spent traveling shall be considered hours of work and therefore compensable for employees non-exempt from the FLSA if:
1. An employee is required to travel during regular working hours;
2. An employee is required to drive a vehicle or perform other work while traveling;
3. An employee is required to travel as a passenger on a oneday assignment away from the official duty station; or
4. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to working hours.
B. Time spent in a travel status away from the official duty station for employees exempt from the FLSA shall be deemed employment only when:
1. It is within his/her regularly scheduled administrative workweek, including regular overtime work; or
2. The travel:
(a) Involves the performance of work while traveling (such as driving a truck containing materials necessary for a project);
(b) Is incident to travel that involves the performance of work while traveling (such as deadhead travel in order to drive an empty truck back to the point of origin);

3. The travel is carried out under arduous conditions (such as traveling by foot, on horseback, or over rugged terrain in the back of a vehicle); or
4. The travel results from an event that could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of such employee from such an event to his or her official duty station (such as training scheduled solely by a private firm or job-related court appearance required by a court subpoena).

UNFAIR LABOR PRACTICES

Notwithstanding the Union's right to file an unfair labor practice, the Parties, in principle, agree that it would be in the best interest of labor management relations to notify the other Party ten workdays prior to filing an unfair labor practice. The Parties agree that reasonable efforts to address and correct misunderstandings will be addressed during the ten workday period.

USE OF OFFICIAL FACILITIES

Section 1. Meeting Space

Upon advance notice by the Union, the Employer will provide meeting space, if available, for meetings, during or after hours. The Union will comply with all security and housekeeping rules. The Union will use local scheduling systems. The Union's meeting and use of space may not extend beyond the hours the building is normally open.

Section 2. Office Space and Furniture

The Employer will continue to provide dedicated office space and furniture in the current locations The current office space will continue to be provided subject to availability. Changes to the size or location of office spaces, and/or changes to the furniture currently provided are subject to local negotiations by the parties to the extent required by law.

Section 3. Union Access to Government Equipment

A. The Union will be granted reasonable access, at no cost to NTEU, to LAN, TV/Media Player , teleconferencing, fax machines, copiers, scanners, and email, for union representational activities in accordance with Section 4 of this Article. NTEU will be provided reasonable access to videoconferencing equipment if available, at no cost, when necessary for representational

activities. The Union will be granted access and reasonable use to a color printer if one is available and necessary. Equipment will be refreshed in a manner consistent with the Employer's refresh cycle.

B. Upon request, the Employer will provide each NTEU Chapter with a laptop computer. The Employer will also provide a (), printer, telephone/softphone access, and voicemail, associated peripherals, and cloud storage space consistent with the equipment and access routinely provided to Agency employees. Changes to any currently authorized mobile devices will be subject to local level bargaining. . This hardware and/or software will be refreshed in a manner consistent with the Employer's refresh cycle.

C. The Employer shall provide the NTEU office a computer with access to Internet resources in a manner consistent with safe and secure IT practices and pursuant to Agency IT policies and procedures applicable to all employees. NTEU may request access to any blocked or filtered sites through the procedures established by the Office of the Chief Information Officer or the appropriate Agency office. If the National Office of the Union reports a problem in communicating with bargaining unit employees through the employer's email system, Agency IT staff will work with local union officials to resolve the problem.

D. Each Union steward will have access to a telephone system, i.e., generally a soft-phone system. If the steward does not have access to a private space, the Employer will, to the extent practicable, allocate space to facilitate the steward's ability to conduct private conversations for representational purposes (for example, stewards can access small conference rooms, team rooms, or call rooms dedicated for such purposes subject to local scheduling systems). Union representatives who have access to Government telephone system, i.e., generally a soft-phone system, voicemail, e-mail, or Government- owned computers, for performing his or her regular duties, may utilize those devices for labor- management matters in accordance with the applicable provisions of Article 6 of this Agreement.

E. Section 4. Use of Email

The Union recognizes that the email system is the property of the employer. In addition:

A. Use by the Union will be restricted to representational purposes pursuant to 5 USC Section 7101 et. seq.;

B. Email attachments may need to be limited based on the Agency information technology systems. The Agency will provide reasonable IT support. The Union will limit its email communications to those employees who have a relevant interest in the subject matter.

C. The Union will ensure that no email will violate law or security notices provided by the agencyor contain defamatory material or material maligning the integrity of any individual, the Employer, or the Federal Government.

D. In addition to the Chapter President, the Union will designate one individual responsible for adherence to this section for mass mailings (i.e., emails sent to all bargaining unit members). The Chapter President will inform the local HR office of the additional designee;

E. The Union is subject to the same standards that apply to all users as established by EPA Policy.

Section 5. Bulletin Boards

A. The Employer will provide to the Union, at a minimum one bulletin board per building containing bargaining unit employees. Any additional bulletin boards will be negotiated locally. It is agreed that the Union may title the designated bulletin board space as, "NTEU Chapter___".

B. The Union will ensure that no posting will violate law or security notices provided by the agency or contain defamatory material or material maligning the integrity of any individual, the Employer, or the Federal Government.

Section 6. Mail Distribution

A. The Union may use the Employer's internal mail system to distribute mail for official representational purposes. The Union shall have the right to receive U.S. Postal Service mail or private express mail services addressed to the Union. The Employer will not, under any circumstances, open such mail addressed specifically to the Union.

B. The Union shall be permitted to perform desk drops to bargaining unit employees subject to the following constraints:

1. Reasonable notice of a planned desk drop must be given to the appropriate Labor Relations Specialist. Such notice will be given either verbally or in writing far enough in advance so that one (1) full workday elapses between receipt of the notice and execution of the desk drop.

2. The employee performing the desk drop will do so on his or her own time (e.g. lunch periods, before/after work, on annual leave, credit time, or time-off award, or LWOP). When desk drops are performed after work hours, they will be completed by the time the building normally closes.

3. The following areas will be considered "restricted areas" and desk drops will not be performed in them: Labor Relations Offices, management areas, or offices in which no bargaining unit employees are located.. The Union will comply with agency security procedures with respect to which areas can be accessed.

   Employees will not read the material during work time and the Chapter will instruct the employees to this effect.

Section 8. Use of Other Non-Work Areas

A Union representative, certified by the Union's National Office, upon advance notice, may visit, as scheduled, the union office, auditorium or other non-work areas located on the Employer's premises to discuss appropriate Union business, including NTEU membership programs on non-work time.

Section 9. Distribution of Collective Bargaining Agreement

A. The Employer shall provide each bargaining unit employee with access to an electronic copy of the parties' Collective Bargaining Agreement and will also be visibly posted on each NTEU location's intranet page and the national intranet page. . The Employer shall provide the National Office with 100 bound copies of the parties' Collective Bargaining Agreement for distribution among their Chapters.

B. The Employer will provide NTEU's National Office with an electronic copy of the Collective Bargaining Agreement.

C. If requested by a visually challenged employee, the Employer will be responsible for providing a copy of the Collective Bargaining Agreement in an alternative format, e.g. Braille or an electronic copy of this Collective Bargaining Agreement that is accessible to visually impaired employees and, thus, complies with the Rehabilitation Act, 29 U.S.C. § 701, et seq.

Section 10. Access to EPA Webpage

F. The intranet launch page for each location where NTEU represents employees will include a visible way to access an intranet site for that Chapter. Each Chapter's intranet site may include, but is not limited to: the CBA; MOUs and their appendices ; links to the Chapter website (if

applicable) and NTEU national website; and a list of Chapter representatives and their contact information. The Agency will maintain the sites in accordance with the same standards applicable to all other users. The Union will ensure that the intranet site for each chapter does not violate law or security notices provided by the agency or contain defamatory material or material maligning the integrity of any individual, the Employer, or the Federal Government. The Agency will notify each Chapter President of the POC who is authorized to post information to their site. The POC and any appropriate SME will meet with Chapter Presidents, upon request, to discuss ensuring intranet site are readily visible to employees. The agency will continue to include relevant NTEU information on its national intranet site in accordance with current practices.

A. ’s link..

Section 11. Ballot Box Elections

In locations where NTEU does not have a union office, the Employer will provide NTEU a reasonable amount of space to conduct ballot box elections.

Section 12. Chapter Newsletter

Subject to the requirements of this article regarding email distribution, including Sections 4 C and 10 B, NTEU Chapters may electronically distribute any Chapter newsletters and/or materials directly to bargaining unit employees or post any Chapter newsletters or materials to the local NTEU intranet site and notify employees of the Chapter by e-mail of the new or updated material in accordance with the provisions of this Article.

GRIEVANCE PROCEDURE

Section 1.

A. The grievance procedures contained in this Article shall be the exclusive procedures available to the Parties and the bargaining unit employees for resolving a grievance, except as provided in Sections 1(B) and (C) of this Article; provided, however, that if an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved Party has the option to seek redress under this Article or under the unfair labor practice procedure set forth in 5 U.S.C. Sec. 7116 and 5 C.F.R *§* 2423, but not both.

B. A grievance involving an adverse or unacceptable performance action is defined as removal, suspension for more than fourteen (14) calendar days, reduction in grade, reduction in pay, or furlough of thirty (30) calendar days or less. Such a grievance may be raised either under the appropriate appellate procedure or under this negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his or her option at such time as he or she timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of Section 6 of this Article, whichever occurs first.

A grievance involving discrimination based upon race, color, religion, sex, national origin, age, disability, marital status or political affiliation may, in the discretion of the aggrieved employee, be raised either under the approp1iate statutory procedure or under this negotiated grievance procedure, but not both. Pursuant to 5 U.S.C. Section 7121(d), an employee shall be deemed to

have exercised his or her option to raise a matter either under the applicable statutory procedure or under this negotiated grievance procedure at such time as the employee timely files a formal complaint of discrimination or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

The Parties agree that this Article establishes the sole and exclusive procedure available to bargaining unit employees and the Parties for processing and settlement of grievances that fall within its coverage, including questions of grievability and arbitrability.

A grievance means any complaint:

1. By any bargaining unit employee concerning any matter relating to the employment of the employee;

1. By the Union concerning any matter relating to the employment of a bargaining unit employee; or

1. By the Union or the Agency concerning:

1. The effect or interpretation, or claim of breach of this Agreement, Supplemental Agreements or Memoranda of Understanding; or
2. Any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.

B. Employees in the unit may initiate grievances under this article either singly or jointly, or grievances may be initiated by the Union on behalf of an employee or employees. Additionally, upon mutual agreement of the Parties, grievances already filed may be combined and processed as one, up to and including arbitration.

Section 3.

In addition to any other exclusions contained in the Agreement, the grievance procedure will not apply to:

1. Any claimed violation of prohibited political activities (subchapter III of Chapter 73 of Title 5);

2. Retirement (5 CFR Sec. 831); life insurance (5 CFR Sec. 870); or health insurance (5 CFR Sec. 890);

3. A suspension or removal for national security reasons under 5 USC Sec. 7532;

4. Any examination or certification (5 CFR Sec. 332 and 337); or appointment (5 CFR Sec. 2, 3, and 8);

5. The classification of any position which does not result in the reduction in grade or pay of an employee (5 CFR Sec. 511);

6. The termination of a probationary employee;

7. The termination of a term employee serving a trial period;

8. The preliminary warning notice of potential discipline (oral or written);

9. An appeal by an employee of a RIF action;

10. The adoption or non-adoption of a suggestion or the receipt or non-receipt of an honorary cash award in accordance with the terms of this agreement;

11. Adverse actions affecting (1) preference eligible excepted service employees who have completed less than one year of current continuous service in the same or similar positions, or (2) non-preference eligible employees who have completed less than two years of current, continuous service in the same or similar positions in an Executive Agency under other than a temporary appointment limited to two years or less.

Section 4.

An employee, a group of employees, the Union or the Employer may initiate a grievance. It is understood that an employee processing a grievance under this Article shall be limited to Union representation or self-representation.

Section 5.

When an employee presents a grievance on their own behalf, the Union shall have the

opportunity to have an observer present at all steps of the grievance process, and will be given reasonable advance notice of the meeting. The union observer will not participate during the employee's presentation of the grievance, but will be allowed to present the Union's position on the grievance or any relief sought at the conclusion of the meeting. The Employer will provide the Union with a copy of all written grievance correspondence between the Employer and the grievant.

Section 6. Procedure for handling a grievance involving an adverse or unacceptable performance action.

An employee who receives a notice of final action regarding an adverse action has thirty

30. 30 calendar days beginning with the day after the effective date of the action to appeal the action to the Merit Systems Protection Board. If the employee decides to seek recourse through this negotiated grievance procedure and the Union decides to invoke arbitration, without first following the steps of the grievance procedure, notice of a decision to seek arbitration must be served upon the Employer within thirty (30) days beginning with the day after the effective date of the action. If the Union wishes to raise new issues not raised before the deciding official it will as practical, identify any additional issues in its written invocation of arbitration. However, this will not preclude either party from raising any additional or new issues prior to the pre-hearing conference. In no event may the Union or Agency raise new issues before the arbitrator that have not been identified at the prehearing conference that shall occur no later than 14 calendar days prior to the scheduled hearing date.

Section 7.

A. All disputes of grievability may be appealed to the next step of the grievance process. In the event the Union invokes arbitration, questions of grievability shall be decided first. If the issue is determined not to be grievable, the grievance will terminate. The Parties agree to make every effort to raise any questions of grievability or arbitrability of a grievance at the lowest level of the

negotiated grievance procedure. When the Employer alleges an issue is non- grievable or nonarbitrable, the Union will have 7 workdays to amend and refile the grievance from the date on which the Employer alleges the issue is non-grievable or nonarbitrable. It will be resubmitted at the level at which the issue was raised and proceed as a normal grievance. Where the grievance is timely filed and the Union or employees alleges a violation of rules or regulations, the Employer will not dismiss the grievance as nongrievable solely because of an incorrect reference or citation.

B. The Employer recognizes its obligations to provide the Union and its representatives with relevant and necessary data pursuant to the standards set forth in *5* USC 7114(b)(4).When a request for information cannot be filled within five (5) working days, the Parties may mutually agree to either postpone or amend any filling or other deadlines related to the information request. If the Agency denies the request, it will provide a written statement giving the reasons why the data will not be provided. The Employer's decision to not provide all or part of the information sought may be joined with the grievance and processed to arbitration inthe event the Union invokes arbitration. At arbitration, the arbitrator shall review the Union's information request and the Agency's decision not to provide the information and determine whether or not the information is to be provided to the Union.

Section 8. Employee Grievance Procedure.

A grievance must be filed within 30 calendar days of the notice of the matter, incident or issue out of which the grievance arose or 30 calendar days after the date the grieving party or person reasonably should have been aware of the matter, incident or issue. For this section the use of the word "day(s)" will be interpreted as calendar days. The Parties may mutually agree to extend the time limits contained in this procedure. Additionally, a- step of the grievance procedure can be waived by mutual agreement. The Parties must enter into a written extension or waiver prior to the expiration of the time frame called for by the procedure. Failure on the part of the Employer to respond to a grievance within the appropriate time frame will entitle the grievant or Union, at their option, to advance the grievance to the next step. . If the grievance is only regarding an allegation that the Employer committed an unfair labor practice, the Union shall have six (6) months from the date of the matter, incident or issue being grieved to file.

Step 1

A. An employee will present their grievance in writing to the immediate supervisor or designee, unless the immediate supervisor does not have the authority over the matter grieved. In that case, the employee will present their grievance to the management official or designee at the level having the necessary authority. If the employee files with the wrong official, the time limit for responding is automatically extended by the length of time necessary for the receiving official to route it to the proper official; the receiving official will provide the grievant and the Union with written notification that they are routing the grievance to the proper official. If the employee wishes to meet with the responding official to discuss their grievance, the request for such a meeting must be included in their Step 1 grievance.

B. The employee must state specifically that they are presenting a grievance; the remedy or relief sought; the name, organizational unit and location of the aggrieved; a statement of the items, regulations, agreement or law alleged to have been violated, citing specific paragraphs or articles; a description of the circumstances giving rise to the violation; and designation by name

of the Union representative or statement of self-representation. The grievance must be signed and dated.

C. If so requested by the employee, the supervisor or designee may schedule a meeting with the employee within 15 days of receipt of the Step 1 grievance. Within 15 days of the meeting, if one is provided, or within 15 days after receipt of the grievance, if no meeting is requested or provided, the 1st level official will issue a written decision. The decision will include, if relief is denied or modified, the reason(s) for such actions, the name and location of the Step 2 responding official, and the time limits for filing a Step 2 grievance.

Step 2

A. If the matter is not satisfactorily settled following Step 1, the aggrieved employee and/or their representative, if any, may within 10 days of the notification of denial present the matter in writing to the next level supervisor or designee who heard Step 1. The grievance will contain the information submitted in Step 1plus the disposition at Step 1. If the employee wishes to meet with this next level supervisor, they must request such a meeting in their Step 2 grievance.

B. If the employee has requested a meeting with the next level supervisor, the next level supervisor, or designee, will schedule a meeting within 15 days of receipt of the Step 2 grievance. The supervisor or designee shall issue a written decision on the grievance within 15 days of the meeting, if one occurs , or within 15 days of receipt of the grievance, if no meeting occurs. The decision will include, if relief is denied or modified, the reason(s) for such actions, the name and location of the Step 3 responding official, and the time limits for filing a Step 3 grievance.

A. If an employee is dissatisfied with the response provided in Step 2, he or she may appeal the grievance to the next level supervisor or designee, who heard the grievance at Step 2. Such notice of appeal will be timely made within ten (10) days of receipt of the response in Step 2. If an appeal is made, either party may request that a meeting be held to discuss the matter or the parties may agree that no meeting be held. If either party elects a meeting, it shall take place with the third level official or designee within fifteen (15) days of the notice of appeal. Within fifteen (15) days of the meeting, if one is requested, or within 15 days after receipt of the grievance, if no meeting is requested, the third level official will issue a written decision. At Headquarters, the grieving party may request of the official with whom the third step grievance is filed that an official outside of the AA-ship in which the grievance arose serve as responding official. If the official receiving this request grants it, the time limit for responding to the grievance will be extended by the length of time necessary to find a designated responding official.

B. If the grievance is not satisfactorily settled, the Union may refer the matter to binding arbitration in accordance with the procedures set forth in Article 35 of this Agreement. Issues not raised at Step 3 may not be raised in arbitration unless mutually agreed to by the Parties in writing.

Section 9. Grievance of the Parties.

A. Should either Party have a grievance concerning institutional rights granted by law, regulation or this agreement,-it shall inform the designated representative of the other Party of the specific nature

of the complaint in writing, as well as any provision of law, rule or regulation allegedly violated, and the relief sought, within thirty (30) days of the date of the matter, incident or issue being grieved, or the date the Party reasonably should have been aware of the matter, incident or issue. The grieving party will file the grievance with the designated representative of the other Party at the level of recognition. If the grievance is only about an allegation that the Employer committed an unfair labor practice, the Union shall have six (6) months from the date of the matter, incident or issue being grieved to file.

B. Within thirty (30) days after receipt of the written grievance, the receiving party will send a written response stating its position regarding the grievance. If the matter is not resolved, the grieving party may refer it to arbitration in accordance with the Arbitration Article.

Section 10.

Either before or after a grievance is filed, the following alternative dispute resolution (ADR) process may be entered into by mutual agreement of the affected employee (for section 8 grievances), and the Union and the Employer. Any request for ADR must be filed in writing prior to the expiration of any other controlling time frame, in order to receive consideration. If ADR is entered into, the following procedure applies:

1. The Parties will secure a mediator from the shared neutrals or a comparable program and select a date to meet that is mutually acceptable to all participants. In Headquarters, the parties will utilize an internal mediator from the Federal Mediation Conciliatory Service (FMCS), or another third-party neutral agreed upon by both parties. This step should occur within 15 days of the date that agreement to pursue ADR is reached.

2. The meeting will include the parties involved in the dispute, the mediator, and other mutually agreed to participants such as union and management representatives, and subject matter experts.

3. The parties will meet to attempt to resolve the issue until/unless the mediator determines that further progress is unlikely or until any party to the ADR submits a written notice of withdrawal from the process.

4. If a matter is not resolved through ADR, the grievance will continue through the grievance process, beginning at the step at which grievance proceedings were stopped pending ADR efforts or at the first step if the request for ADR was timely made so as to suspend the time for filing a grievance initially, and employing the time remaining under the applicable time limits in effect at that step.

5. If the matter is resolved, the settlement will be reduced to writing and will be signed by the grievant, the Union and the Employer, and the grievance will be withdrawn as settled.

6. Settlement offers or discussions will not be used as evidence or referred to in the remaining steps of the grievance process or at arbitration, if the ADR efforts do not result in agreement.

7. Any expenses associated with the ADR will be shared equally by the Employer and the Union.

HOURS OF WORK

The parties recognize that Alternative Work Schedules (AWS) have the potential to improve employee productivity

and morale, which can help accomplish the Agency's mission and goals in an efficient fashion. Supervisors are encouraged to provide maximum flexibility to their employees consistent with operational needs. Supervisors have the authority to require work hour adjustments to meet special work situations and the responsibility to account for overall performance of the organization. All schedules must be consistent with organizational needs, provide for adequate, continuous coverage, and result in no diminution of work performed.

I. DEFINITIONS

(a) *Administrative Workweek*: The period of seven consecutive calendar days beginning Sunday and ending Saturday, two administrative workweeks per pay period.

(b) *Alternative Work Schedule*: Flexible work schedules and compressed work schedules.

(c) *Basic Work Requirement*: Based on the particular schedule type, the number of hours, excluding overtime hours, an employee is required to work or to account for in the applicable time period(s) by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

(d) *Biweekly Pay Period*: The two-week period an employee is scheduled to perform work, beginning on Midnight Sunday and ending on Midnight Sunday, 14 calendar days later.

(e) *Compressed Work Schedule*:

(1) In the case of a full-time employee, an 80-hour biweekly basic work requirement scheduled by an agency for less than ten workdays.

(2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours scheduled by an agency for less than 10 workdays and may allow the employee to work more than eight hours in a day. (See 5 U.S.C. 6121(5)).

(f) *Core Hours*: In a flexible work schedule, those designated times and days during the bi-weekly pay period which an employee must be present for duty or otherwise account for their time.

(g) Credit Hours: Those hours within a flexible work schedule that an employee elects to work in excess of their basic work requirement so as to vary the length of a workweek or workday.

(h) Fixed Work Schedule: A work schedule approved by the supervisor that may not be changed without prior supervisory permission. Standard/Regular (Straight-8) and compressed work schedules are fixed work schedules.

(i) Flexible Hours: The times during the workday, regularly scheduled administrative workweek, or pay period within the tour of duty an employee covered by a flexible work schedule may choose to vary their times of arrival and departure from the worksite consistent with the duties and requirements of the position.

(j) *Flexible Work Schedule*: A work schedule established under 5 U.S.C. 6122 that divides the Tour of Duty into two distinct kinds of time: core hours and flexible hours. Under flexible work schedule arrangements, employees must work or be on or approved leave time during core hours, but have flexibility, consistent with the particular schedule type, to modify their hours within the TOD either with or without prior approval.

A work schedule established under 5 U.S.C. 6122:

(1) In the case of a full-time employee, an 80-hour biweekly basic work requirement allowing an employee to determine their own schedule in accordance with the terms in this agreement.

(2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours allowing an employee to determine their own schedule in accordance with the terms in this agreement.

(k) *Maxiflex*: A type of flexible work schedule containing core hours on certain days within each biweekly pay period, where a full-time employee has a basic work requirement of eighty (80) hours for the biweekly pay period, but where an employee may vary the number of hours worked on a given workday or the number of hours worked each week in accordance with the terms in this agreement.

(l)Overtime Hours:

(3) Standard/Regular (Straight-8) Work Schedule: Hours of work officially ordered or approved more than eight hours in a day or 40 hours in an administrative workweek.

(4) CWS: Any hours more than those specified hours for full-time employees constituting the CWS (i.e., 5-4/9 or 4-10). For part-time employees, overtime hours are hours required to be worked outside of the compressed work schedule. However, if those additional hours still total less than eight, the employee receives basic pay for the added hours. Only hours greater than eight in a day and forty (40) in a week earn an overtime rate of pay.

(5) Maxiflex: All hours more than eight (8) hours in a day or 40 hours in a week officially ordered in advance, but not including credit hours. This does not include hours worked discretionarily by the employee beyond eight (8) hours in a day or forty (40) hours in a week.

(m) Regularly Scheduled Administrative Workweek: For a full-time employee, the period within an administrative workweek the employee is regularly scheduled to work. For a part-time employee, the officially prescribed days and hours within an administrative workweek the employee is scheduled to work.

(n) Tour of Duty: Under a flexible work schedule, the limits within which an employee must complete their basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

(o) Workday: The period, including the unpaid break, an employee is normally scheduled to be at work.

(p) Compensatory Time Off: Time off with pay in lieu of overtime pay for irregular or occasional overtime work, or when permitted under agency flexible work schedule programs, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work.

II. SCHEDULE TYPES AND GENERAL MATTERS

(a) Employees may request the following schedule types in accordance with the terms in this agreement:

(1) Standard/Regular (Straight-8) Work Schedule (fixed)

(2) Compressed Work Schedules (fixed)

(i) 5-4/9 Work Schedule (fixed)

(ii) 4-10 Work Schedule (fixed)

(3) Flexible Work Schedule, i.e, Maxiflex Work Schedule

(b) Employees do not have an entitlement to participate in any particular AWS e.g. maxiflex or compressed work schedules; employees' requests will be considered in accordance with this agreement.

(c)Supervisors are encouraged to provide maximum flexibility for their employees. However, because of specific job requirements within the agency, the same degree of personal choice may not be possible for all employees. Supervisors have the authority and responsibility to require work hour adjustments to meet special work situations and the responsibility to account for overall performance of the organization. All schedules must be consistent with organizational needs, provide for adequate, continuous office coverage, and result in no diminution or reduction in effectiveness of work performed.

(d) Work schedule requests will be submitted on the *Work Schedule Request Form* found in the Agency's Time and Attendance System[1]. The supervisor will promptly respond to such requests. All participation in the agency AWS program (fixed and flexible) must be approved by the supervisor in advance. Approvals and denials will be made in accordance with the terms outlined in this agreement, including provisions (current intro) and (current section c) above. If an employee's request is denied, the supervisor, upon request by the employee, will provide a written explanation and will meet with the employee upon request. Once AWS are approved for employees under the same first-level supervisor, any conflicts in scheduling (e.g., the regular day off for an employee working a 5-4/9 or 4-10) will be resolved in favor of the most senior employee (EPA Enter of Duty (EOD) Date) after taking into consideration such factors as agency mission and nature of work.

(e) An employee's AWS may be terminated if: (1) the employee has documented misconduct or performance issues and termination of the AWS is needed to address such issues following a determination by the supervisor or manager that doing so is necessary; (2) the employee fails to comply with provisions in this agreement; (3) or it is necessary to meet organizational or a unit's specific operating needs.. Should an employee have their AWS terminated, the employee may request that their AWS be reinstated upon resolution of any such issues. The default work schedule for the employee in such circumstances is a Straight-8 schedule. The supervisor has discretion to permit temporary changes or upon request of the employee, place them on a different work schedule on rare occasions or due to extenuating circumstances. Where feasible, an employee will be provided with advance notification and an opportunity to discuss the matter with their supervisor before any such termination occurs.

(f) Employees may change their compressed day off with prior supervisory approval.

(g) The Employer may restrict participation in an AWS for positions of a critical nature where an operational need exists. The agency will provide advance notice to NTEU, where feasible, and will comply with any collective bargaining obligations that may exist.

(h) If an employee's tour of duty must be temporarily changed based on items (i)1 through (i)3 below,the supervisor will inform the employee, or the employee will inform the supervisor at the earliest opportunity.

(1) An employee's tour of duty may be changed temporarily when the employee is attending training and the training hours conflict, or are inconsistent, with the tour of duty.

(2) An employee's tour of duty may be changed temporarily when the employee is in a travel status if the hours at the temporary duty station differ from those of the employee.

A supervisor may make temporary changes in employee's tour of duty due to workload changes, emergency or time-sensitive assignments, changes in staffing levels, or work assignments involving team efforts, or for other compelling operational needs. If a supervisor determines such a change is necessary, the supervisor will provide the impacted employee with as much notice as practicable, along with a written explanation. Upon request, the supervisor will promptly meet to discuss the matter with the impacted employee.

(i) Work Schedule Type Changes. Employees are permitted to change work schedule *types* periodically (no more than once per quarter, unless agreed upon by both the supervisor and the employee), to accommodate workload demands or for personal reasons. However, they are not permitted to change work schedule types pay period by pay period. For example, an employee may not work on a maxiflex schedule one pay period and then the next pay period switch to the 5-4/9 CWS, and then the next pay period switch back to maxiflex. Employees may alter their maxiflex work schedule on a pay period-to-pay period basis, as long as those changes comply with the maxiflex requirements in this agreement.

(j) All schedules will include at least a 30-minute unpaid break on days that employees are scheduled to work more than six (6) hours, (for lunch, rest, personal tasks, etc.). Fixed schedule daily tours of duty may not contain an unpaid break greater than 60 minutes. Employees may not use the unpaid break at the beginning or end of the scheduled workday to shorten the length of the workday. An employee's schedule will be established to ensure the employee works the required number of hours for the type of work schedule selected and also accounts for their unpaid break. The unpaid break period may not be skipped in order to accrue credit hours or provide entitlement to overtime or compensatory time. All employees must designate a length of time for the lunch period for each day.

(k) Employees who work an AWS may also fully utilize telework and remote work opportunities. Teleworkers and remote workers are eligible for the same work schedules as non-teleworking employees in accordance with the parties' applicable agreements.

(l)Compressed work schedules and flexible work schedules cannot be combined or hybridized.

III. FLEXIBLE SCHEDULES[2]

(a) General Provisions

1. Flexible time bands/flexible hours are the times during the workday, workweek, or pay period when an employee covered by a flexible work schedule may choose to vary the times they are scheduled to work consistent with the duties and requirements of the position, and be absent without being in a leave status,

provided they satisfy their basic work requirement (i.e. by previously or subsequently working additional time). The flexible time bands are 5:00am-11:00am and 2:00pm-8:00pm. Flexible time bands/flexible hours are subject to the limitations described in this article.

2. The Tour of Duty under a flexible work schedule is the designated timeframe within which an employee must complete their eighty hour per pay period basic work requirement (or prorated amount for part time employees). Specifically, the tour of duty consists of both the core hours and flexible time bands described above. For employees on Maxiflex, the Tour of Duty is Monday through Friday from 5:00 a.m. to 8:00 p.m. local time.

Employees may be approved to earn credit hours outside flexible time bands only in limited circumstances (e.g. where doing so is needed to meet deadline, etc.).

-Core hours are the designated hours and days an employee must be present for work. Core hours may be accounted for through duty time, use of leave, or use of accrued credit hours. The core hours for employees on maxiflex are Tuesday, Wednesday, and Thursday, 11:00 a.m. to 2:00 p.m. local time. Part-time employees working less than five hours on a scheduled workday, must schedule their hours within agency (FWS) core hours..

Credit hours can be a beneficial method for managing fluctuations in workload and meeting agency deadlines. Supervisors may grant standing approvals to work credit hours for known or anticipated workload needs. Employees may request to earn credit hours through any method established by the supervisor or this agreement (e.g. email, etc.) and may request standing approvals for one or more pay periods. .; Employees may earn credit hours on weekends only with prior approval from the supervisor. Employees may be approved for working credit hours on weekends from- 6 a.m. to 6 p.m. Employees cannot earn credits hours outside of this timeframe on the weekend

1. Night Pay. When an employee elects to work credit hours or elects a time of arrival or departure at a time of day when night pay is otherwise authorized, night pay will not be paid. If an employee's daily tour of duty includes eight or more hours available for work during daytime hours (i.e., between 6:00 a.m. and 6:00 p.m. local time), the employee is not entitled to night pay even though the employee voluntarily elects to work hours for which night pay is normally required (i.e., between 6:00 p.m. and 6:00 a.m. local time). For example, if an employee elects to work from 9:30 a.m.-7:00 p.m. local time, the employee is not entitled to night pay for the hour worked after 6:00 p.m. because the employee elected to work beyond 6:00 p.m. and was not required to do so.

2. On a holiday, employees under flexible work schedules are credited with eight hours towards their 80-hour basic work requirement for the pay period, even if they would otherwise work more hours on that day. When the employee is scheduled to work more than eight hours on the holiday and is relieved from duty, any hours greater than eight must be rescheduled on another day, or the employee must account for those hours by charge to a category of approved absence. Part time employees will be credited with the number of hours they would have actually worked had it not been a holiday. In the event the President issues an Executive Order granting a "half-day" holiday, a full-time employee on a flexible work schedule is credited with half the number of hours he or she was scheduled to work, not to exceed four hours.

3. Conversion of credit hours to pay. Full time employees receive pay for a maximum of 24 hours of unused credit hours when they separate by retirement, transfer to another agency outside the EPA, or when no longer subject to a flexible work schedule with credit hours. Supervisors should consider allowing employees to use banked credit hours prior to the start of the new work schedule. Part time employees will be paid for credit hours up to one-quarter of their biweekly work requirement. Credit hours are paid at the employee's current rate of basic pay.

4. The statutory limit for credit hour carryover from one pay period to the next is 24 hours for full time employees and 25% of the biweekly work schedule for part time employees. In no instances can employees carry forward any more than the statutory limit, even under extenuating circumstances. Employees are accountable for keeping track of their credit hour balances from day to day, week to week, and pay period to pay period. If an employee erroneously carries forward credit hours more than the allowable number and the hours are forfeited, they may not be restored or paid to the employee. There is no prohibition to earning credit hours over the 24-hour limit; however, an employee must use the excess hours in the same pay period, or they will be forfeited.

5. Credit hours do not expire. If the employee's credit hour balance does not exceed the statutory limit, those hours will be available for use as long as the employee is in the flexible work schedule program. Upon leaving any flexible work schedule, for any reason--voluntary, involuntary, separation, transfer-- the employee must be paid for accumulated credit hours at their current rate of basic pay.

6. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the employee will be afforded the opportunity to elect to work the overtime.

7. Authorization to earn credit hours does not alter an employee's eligibility to earn overtime pay or compensatory time off.

8. Credit hours must be recorded in the time and attendance system each time they are earnedand/or used and must be recorded in 15-minute increments.

9. If an employee works less than 15 minutes of credit time, those minutes may not be countedas credit hours.

10. The use of earned credit hours[3] is subject to the same approval process as annual or tele An employee may use earned credit hours for all or part of any approved leave. Credit hours must be earned before they may be used.

    Once approved, the employee must account for earned credit hours and used credit hours in the agency's time and attendance system.

11. If credit hours are erroneously used by an employee instead of "use or lose" annual leave (i.e., accrued annual leave beyond the 240-hour maximum carry over limit), and the annual leave is subsequently forfeited, the forfeited leave is ineligible for restoration unless an exception applies under applicable law or regulation.

12. Overtime work consists of hours of work officially ordered in advance and more than eight hours a day or 40 hours in a week but does not include hours worked voluntarily, including credit hours.

13. Holidays. On a holiday, employees under maxiflex work schedules are credited with eight hours towards their 80-hour basic work requirement for the pay period, even if they wouldotherwise work more hours on that day. When the employee is scheduled to work more than eight hours on the holiday and is relieved from duty, any hours greater than eight must be rescheduled on another day, or the

[3] Earned credit hours are those which have been carried over from a prior pay period.

employee must account for those hours by charge to a category of approved absence. Part time employees will be credited with the number of hours they would have actually worked had it not been a holiday. In the event the President issues an Executive Order granting a "half-day" holiday, a full-time employee on a maxiflex work schedule is credited with half the number of hours he or she was scheduled to work, not to exceed four hours.

1. (b) **Maxiflex** Maxiflex allows employees to select their own hours of work in accordance with the provisions in this Article and subject to management approval. Maxiflex has an eighty (80) hour biweekly work requirement for full time employees (and a prorated number of hours for part time employees) rather than a daily or weekly work requirement. Maxiflex permits employees to vary the number of hours worked each day and each week, For full-time employees, it allows employees to complete the eighty (80) hour work requirement in less than ten (10) workdays each pay period, and to earn credit hours for voluntary work performed in more than eighty (80) hours in accordance with the provisions in this agreement. Part-time employees are permitted to participate in the Maxiflex work schedule; however, part-time employees must schedule a minimum of four hours per workday when in the office.
2. Employees may work up to a maximum of 11 (11 ½ with the 30-minute unpaid break) non- overtime hours in a single workday. These can be basic hours, hours of approved absence, or a combination of both. Hours worked outside of the tour of duty must have prior supervisory approval. These 11 work hours do not include the addition of a scheduled unpaid break for daily tours of duty of six or more hours.

3. Unless on a standing schedule, employees on Maxiflex schedules will submit a proposed work schedule to their supervisor in advance of each pay period with sufficient time for review. Employees may communicate this proposed biweekly work schedule via either (1) the Maxiflex Pay Period Timesheet (MPPTS); or (2) in a screenshot of the Agency Time and Attendance Recording System attached to an email. (See Appendix AA for examples). If a supervisor has concerns with the employee's proposed schedule, the supervisor will raise such concerns with the employee as soon as practicable, so that they may be discussed and addressed. Absent any such concerns being raised, the schedule will be assumed approved.

4. The supervisor may require that the deadline for the employee to submit their proposed biweekly work schedule be as early as close of business on the Wednesday before the new pay period. Supervisors will notify employees when the deadline is and may grant extensions.
5. If an employee does not have an approved standing schedule, fails to timely submit their proposed Maxiflex Pay Period Timesheet (MPPTS), fails to send an email with a screenshot of their proposed schedule from the Agency Time and Attendance Recording System, or if a proposed schedule is disapproved by a supervisor, then SUBJECT TO SECTION XX, unless provided an exception by the supervisor, employees are required to work fixed 8-hour days (either from 8:00A.M. to 4:30 P.M. or from 9:00 A.M. to 5:30 P.M.) for the affected pay period.

6. Employees may request a Standing Schedule. Standing schedules do not require the bi-weekly reapproval described in Section 3. To request a standing schedule, the employee will submit their proposed standing schedule to their supervisor. Once approved the schedule will remain in effect on an ongoing basis. If the supervisor identifies concerns with the schedule at any point, they will initiate a discussion with the employee. If an employee wishes to change their standing schedule, they will communicate a new schedule to their supervisor in accordance with Section 3 above.

7. It is understood that given the nature of Maxiflex, proposed schedules and actual schedules worked may vary.

Employees requesting to take time off using earned credit hours must make the request through the agency's time reporting system like they would any other type of leave.

8. Changes to work schedules: Except in emergency or unanticipated circumstances and the one-hour variance provided for in Section XX, all changes to approved or accepted work schedules must be requested, approved, and scheduled before the change is scheduled to occur. If not requested and approved in advance, the employee must discuss with the supervisor, or supervisor's designee, the request by telephone/voicemail, email or text (as designated by the supervisor) as soon as practicable, but not later than the start of the requested change, unless there are extenuating circumstances. In an extenuating circumstance, the employee will contact the supervisor as soon as practicable. If the employee receives an "out of office" message from the supervisor, the employee will notify the supervisor's designee of any request for schedule changes that have not been approved. Even if employees have communicated with their supervisor about schedule changes as described above, employees should still ensure they are tracking changes to their scheduled hours in the agency time and attendance tracking system or MPPTS.

9. The number of credit hours earned or used each workday within a pay period must also be recorded in the agency time and attendance tracking system by the designated deadline, keeping in mind at the end of the pay period hours worked will be counted as credit hours only after the 80-hour bi-weekly requirement is met. The employee's *Maxiflex Pay Period Time Sheet* must be available for review at any time upon supervisor's request. The *Maxiflex Pay Period Time Sheet* is not a substitute for the electronic timecard. Instead, it is a tool for proposing work hours and it serves as a reference to be used when completing the timecard for time and attendance certification.

10. Subject to supervisory approval, provided doing so is consistent with the needs of the organization, employees with five (5) hours or less remaining in their eighty (80) hour biweekly requirement may work outside of core hours on their last scheduled day during their normal tour of duty. For example, if by the second Wednesday of the pay period, an employee has earned 77 regular hours and is scheduled to work only three regular hours on Thursday , the employee may work these three hours outside of core hours during their normal tour of duty.

11. Employees on Maxiflex can propose one or more scheduled days off during a pay period and in this way can mimic a compressed work schedule where an employee can work their basic work requirement in less than 10 workdays. In addition to being able to vary daily hours scheduled, employees can also propose a scheduled unpaid break within the flexible time bands, provided doing so does not interfere with applicable core hour requirements (e.g. an employee may propose not to work from 2:00-4:00 pm, and then resume working from 4:00-6:00pm).

The proposed work schedule becomes the work schedule for the designated pay period unless adjusted as permitted by this article. The employee must keep track of work schedule adjustments made during the pay period to ensure the basic work requirement for the biweekly pay period is met (e.g., 80 hours for full-time employees).

12. The maxiflex schedule enables employees to earn and use credit hours in accordance with the standards in this Article. .
13. If an employee on Maxiflex schedule works more than eighty (80) hours in a pay period, they may accrue credit hours. An employee who works more than their scheduled hours on a given day, but not more than eighty (80) hours in the pay period, may reduce their scheduled hours on another workday within the pay period. Under such circumstances the employee will document this change in their Maxiflex time sheet, if the employee is using one, or, if not using such a time sheet, will notify their supervisor via email or some other written method about any subsequent change in their schedule.
14. Credit hour requests may be made by: 1) including the credit hours the employee wishes to work in their schedule submitted to their supervisor in accordance with the Section XX above; 2) submitting an ad hoc request for credit hours (e.g. a project is taking longer than expected or an employee wants to maintain an efficient workflow); 3) submitting a request for a standing approval in accordance with Section XX below.

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~~15.~~ An employee may request credit hours by submitting a request to their supervisor in writing (e.g. email, text, etc.) prior to earning the hours~~.~~The supervisor may request additional information regarding the nature of the request (e.g., work to be performed, anticipated duration of work, etc.). The supervisor should timely approve or disapprove the request in writing. As defined in Section I(k), and in accordance with section XX, employees on Maxiflex may earn up to three credit hours per workday and up to 12 credit hours per pay period, subject to advance supervisory approval. On rare occasions, to meet the needs of the agency, supervisors may grant more than three credit hours per workday or twelve (12) per pay period, on a case-by-case basis (e.g. an employee on emergency response). .

16. Employees may request, and supervisors may grant, standing approval to work credit hours for known or anticipated workload needs within the limitations described above. Supervisors may modify a standing approval as needed by providing notice to the employee.

17. An employee's proposed work schedule must indicate the number of hours and starting and ending times the employee plans to work on each day of the upcoming pay period. To the extent feasible, the schedule should include any leave planned for use and/or any credit hours accrued in prior pay periods which the employee intends to use. Without additional documentation or prior supervisory notification**,** an employee may adjust their daily arrival and/or departure times of their work schedule by a maximum of one (1) hour each, providing doing so does not interfere with the established tour of duty or official business

obligations such as already scheduled meetings**)** [4]. Under some circumstances the daily hour of flexibility at the start and end of the workday ~~this~~ may result in an employee working more hours than originally scheduled on a given day. Employees who anticipate working more than eighty (80) hours in a pay period as result of the daily hour of flexibility may request to earn credit hours, and employees who anticipate working less than eighty (80) hours in a pay period, may request leave or use of credit hours, subject to supervisory approval. . Adjustments of more than one hour- to the arrival or departure times of the approved work schedule require prior supervisory notification and approval. .

17. **Transition of Schedules**

Any employees on a DFS or Flexitour or any other schedule no longer available under this Agreement may maintain such schedule for up to thirty (30) days from the date the CBA goes into effect before submitting paperwork for their new schedule. The agency will notify impacted NTEU employees in writing regarding this change within five workdays of the agreement going into effect. Employees on such schedules will be provided with a response to their scheduling requests in accordance with this article. No such employees will be removed from their current schedule without first receiving a response to their request for a new schedule. Any existing credit hours for such employees will be handled in accordance with Section XX.

UNION REPRESENTATION AND OFFICIAL TIME

The parties recognize and agree that the union has the right to represent and protect the right of employees to organize, bargain collectively and participate through the union in decisions which affect them and facilitate and encourage the amicable settlement of disputes between bargaining unit employees and managers, contributing to the effective conduct of public business, and safeguarding the public interest.

Section 1. Official Time & Union Representatives

A. Official time shall be granted to employees who are representatives of the Union, who have been designated in writing and who are otherwise in a duty status, to accomplish the specified functions as set forth herein.

B. In addition to four Chapter officials, the Union will be entitled to one steward for every 35

[4] Example: Sam is scheduled to start at 7:00 a.m. and depart at 3:30 p.m. They may make the following adjustments, as some examples, without prior supervisory approval:

- Start at 6:00 a.m. and depart at 3:30 p.m.
- Start at 8:00 a.m. and depart at 3:30 p.m.
- Start at 6:00 a.m. and depart at 2:30 p.m.
- Start at 8:00 a.m. and depart at 4:30 p.m.
- Start at 7:00 a.m. and depart at 4:30 p.m.
-

bargaining unit employees. Nothing in this section will preclude an NTEU National representative from representing the Union or an employee. One steward will be designated as a chief steward. The Chapter will strive to identify stewards across organizational units such that employees will have reasonable access to a steward.

The Chapter will provide a current listing of officials and stewards authorized to receive official time to the local Human Resources Office (HRO) point of contact within 2 weeks after the effective date of this agreement. Thereafter, the Chapters will provide a list of officials/stewards for whom official time is authorized at least once annually (January), and within 2 weeks after any change of any official/steward, to the point of contact. The Employer will not approve such official time until the servicing HR Office receives the written notice. Failure to provide timely notice of a change in steward designation will not serve to deny an employee representation.

The NTEU Headquarters-based Chapter will have four full-time union representatives

C. The NTEU Cincinnati, OH based Chapter will have one full-time union representative.

D. Region 7 NTEU President (or their designee) will receive official time for fifty (50) percent of their scheduled hours.

E. the Region 9 NTEU President (or their designee) will receive official time for twenty-five (25) percent of their scheduled hours.

For Chapter Presidents in Region 7 and Region 9, the agency will respond in accordance with Section 5 to any requests for official time by the Chapter President (or designee) under Section 2 or Section 6 which would exceed the allotments described in 1(D) or (E).

F. Within thirty (30) days of this agreement becoming effective, the immediate supervisors will meet with the Chapter Presidents in Region 7 and 9 to discuss adjusting workload to account for official time for union representation.

G. Either party may re-open Article 6 only in accordance with Article 45 and is not subject to local negotiations.

Section 2. Union Representational Functions Warranting Approval of a Reasonable Amount of Official Time

A. All authorized representatives shall be granted a reasonable amount of official time in accordance with Section 5 to:

1. Present and prepare for grievances at any step of the Negotiated Grievance Procedure;

2. Represent an employee or the Union at an arbitration hearing, including necessary preparation time;

3. Appear as a witness at any step of a grievance;

4. Appear as a witness at an arbitration hearing;

Meet and confer with management and bargaining unit employees with respect to matters within the union's representational capacity

Prepare for and represent an employee (e.g., EEOC, MSPB) or the Union (e.g., FLRA) in appeal hearings covered by regulatory or statutory procedures;

5. Attend meetings or committees on which Union representatives have authorized membership;

6. Represent the Union in formal discussions, grievances or any personnel policy or practice or other general condition of employment of employees, or any other matters covered by 5 USC 7114 (a)(2)(A);

7. Represent employees in investigatory interviews if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation;

8. Prepare for meetings scheduled by management to which the union has been invited;

9. Assist employees when designated as their representatives in preparing and presenting a response to a proposed disciplinary, adverse or unacceptable performance action;

10. Prepare responses to management-initiated correspondence to the union;

11. Prepare and negotiate with the Employer, including mediation and impasse proceedings;

12. Meet with national or field staff representatives of the Union in connection with a grievance, negotiations, arbitration or ULP charge;

13. Prepare reconsideration statements and attend meetings in connection with the denial of within grade increases, when designated as the employee's representative;

14. Contact members of Congress and their staffs to discuss legislative and related matters affecting the Employer and its employees;

15. Participate in ADR activities on behalf of unit employees**;**

16. Attend Employer-sponsored activities to which the Union has been invited;

17. Present information and attend formal employee orientation sessions;

18. Prepare and maintain records and reports required of the Union by 5 USC 7120; and

19.

20. Communicate with bargaining unit employees on issues involving terms and conditions of employment.

Section 3. Internal Union Business Precluding Granting Official Time

Any activities performed by Union representatives relating to the internal business of the Union (including the solicitation of membership, election of officials, and collection of dues) shall be performed during the time the Union representatives are in non-duty status.

Section 4. Official Time for Employees

A. Employees who are otherwise in a duty status will be granted a reasonable amount of official time to participate in the following activities:

1. Present and prepare for grievances at any step of the negotiated grievance procedure, including arbitration;

2. Appear as a witness at any step of the grievance process, including arbitration;

3. Prepare and attend appeal hearings covered by regulatory or statutory procedures when their attendance is necessary;

4. Confer with the Union with respect to matters for which remedial relief may be sought pursuant to the terms of this Agreement;

5. Meet with national or field staff representatives of the Union in connection with a grievance, negotiations, arbitration or ULP charge;

6. Prepare reconsideration statements and attend meetings in connection with the denial of within grade increases;

7. Participate in ADR;

8. Communicate with the Union on issues involving terms and conditions of employment; and

B. In requesting time, the employee will follow the procedures delineated in Section 5. The Union will make every effort to ensure that employees do not use an unreasonable amount of official time.

Section 5. Procedure for Use of Official Time

The following procedures apply for the use of official time:

The Union representative and/or employee will notify their supervisor or designee generally in writing (e.g. email, maintaining a calendar invite/notification on their work calendar, via MS Teams, etc.) of their intent and the purpose articulated in this Article for the use of official time under this Article, and the anticipated duration of such usage. The Union representative and/or employee(s) will be granted the requested time unless their absence would interfere with meeting an essential work related deadline, or pressing job related need. If the Union representative and/or the employee is not allowed official time, he/she will be granted such use at the earliest possible date, generally within one (1) day. Any denial of official time should be made timely. The reasons for the denial will be stated in writing, at the written request of the employee or Union representative. The representative and/or employee will notify the supervisor of their return in writing where the return time is not already described on the individual's calendar (e.g. email, calendar notification, via MS Teams, etc.).

Concurrently with the submission of their time and attendance, each Union representative will record their official time in the Agency's time keeping system (currently People Plus) using the applicable time keeping code(s) within the system and accurately record their official time usage.

Section 6. Official Time for Union Sponsored Training

A. Official time is available for stewards/officials to attend union-sponsored training at the National and local levels. Requests for the training time must be made through the supervisory chain at least 10 days in advance of the training, absent extenuating circumstances and must include the name(s) of the affected representatives, the date, time and place of training, and the subject matter. Approval will be subject to workload exigencies.

B. The parties recognize that the training of chapter officers, Chief Stewards, stewards and other chapter representatives is considered to be of mutual interest to the Union and the Employer. Therefore, each chapter will be granted 200 hours of official bank time for the training of such chapter representatives for each year of the contract and for each year that the contract is extended.

Section 7. Use of Official Time and Performance Assessment

A. Union representatives will not be disadvantaged in the assessment of their performance based on their use of official time when conducting labor-management business.

B. The performance of Union representatives will be rated on the basis of prorated work time; i.e., the work performed on available work time after official time has been subtracted.

C. Full time Union representatives may volunteer to do work for their program offices if the program office agrees.

D. If a full-time Union representative wishes to engage in regularly assigned work for the purpose of

maintaining any necessary license or certification, the representative must coordinate the request to do so with the organization to which the representative is nominally assigned. Any such work assignments will be based on the organization's need to maintain efficient and effective performance. Any such work will be rated/evaluated in accordance with Article 9.

E. For purposes of a RIF, full time union representatives who do not receive a performance rating of record during the time served as a full time representative, will be considered having received the equivalent of a Pass rating for the time that they served full time with the union.

F. Full time union representatives who return to their previous positions within EPA are to be offered retraining when necessary. Additionally, full time union representatives who return to their previous positions within EPA are to be given a reasonable amount of time to familiarize themselves with the duties and responsibilities of the position before being required to meet the performance requirements of the position. Returning employees in need of retraining will discuss and develop in consultation with their immediate supervisor a retraining program.

Section 9. Official Time to Participate in Third Party Proceedings

A. Union representatives and employees shall be granted official time, as determined by the Federal Labor Relations Authority, for participation on behalf of the Union in any phase of proceedings before the Authority during the time the representative or employee would otherwise be in duty status.

Section 10. Official Time for Authorized Travel

Where official time is available to employees and Union representatives under the terms of this Article, it shall include all necessary, authorized travel time in accordance with the GTR and EPA travel policy.

Section 11. Travel & Per Diem for Union Representational Activities & Union Sponsored Training

The Union may submit requests for travel and per diem for representational purposes. , including union-sponsored training. Such requests are to be submitted to the LR point of contact for coordination. Management will review such requests on a case by case basis. Any denials of such requests will not be grievable.

LEAVE TRANSFER PROGRAM

The current voluntary leave transfer program covering unit employees will remain in effect. Employees may access the program via the EPA Intranet

OVERTIME

Section 1. Definitions.

A. Overtime is work in excess of 40 hours in an administrative workweek, in excess of 8 hours in a regular work day, or in excess of the regularly scheduled hours in a compressed schedule work day.

B. Compensatory time is time off on an hour-for-hour basis in lieu of overtime pay. Compensatory time may be granted only for irregular or occasional overtime work.

C. Irregular or occasional overtime work means overtime work that is not part of an employee's regularly scheduled administrative workweek.

Section 2.

When the Agency decides to assign overtime to employee(s) who possess the requisite skills and abilities for the assignment (i.e., possess specific knowledge or experience needed to satisfactorily perform the overtime work) in the same organizational unit performing the same type of duties, the assignment(s) will be made in accordance with the following criteria. Qualified employees assigned to a particular task during regular working hours normally will be given the overtime assignment. In situations involving the need for overtime, when no specialized experience or background is needed, management will solicit interest from among employees in the job classification that would normally perform such work. If excess employees express interest in the assignment, the assignment will go to the most senior qualified employee (service computation date). If too few employees express interest, management will assign the overtime to the least senior qualified employee.

Section 3.

The Agency will balance its needs against the needs of the employee when employees request to be excused from overtime and provide qualified substitutes for the assignment(s).

Section 4.

The Employer will give employees as much advance notice of overtime assignments as is practicable under the circumstances.

Section 5.

Compensation for overtime work will be made in accordance with applicable laws and regulations. Overtime work shall not be performed unless authorized by a supervisor**.** However, this section shall not be a waiver of the union's or an employee's right to challenge "suffered or permitted" overtime worked by non-exempt employees or for FLSA exempt employees to file an appropriate challenge. When allowable under controlling laws, regulations, and agency policies, employees may request compensatory time in lieu of overtime pay. FLSA exempt employees whose basic rate of pay

exceeds the GS-10, step 10 rate shall normally be compensated for irregular or occasional overtime work with an equivalent amount of time off.

Section 6.

The basic workday for full-time employees shall be eight (8) hours each day, unless flexible work schedule with credit hours or compressed work schedules apply.

Section 7.

EPA sponsors or formally participates in off-site public events for the purpose of outreach and education (e.g., Earth Day, State Fairs, etc.). Employees will be compensated, in accordance with Agency and Government-wide overtime policies, regulations and laws, for time spent on an off- site activity when the activity is authorized by the Agency, when the assignment of work has been made and/or approved by the supervisor, and when the work is done outside of the employee's regularly scheduled work hours. Employees will not be compensated for time spent at off-site activities that are not authorized by the Agency, but for which the employee wishes to volunteer (e.g., beach clean-up).

Section 8.

When employees are called back to work outside of and unconnected with their regular work hours, the employees are credited with either two hours of work or the actual number of hours worked, whichever is greater.

Section 9.

Employees performing required standby duty will be compensated in accordance with applicable standby duty laws and regulations.

Section 10.

The Agency will take action to raise the pay cap when required by law, rule, or regulation to ensure that employees performing mandatory overtime are paid for overtime work performed (e.g., for employees working emergency response, lawyers working on deadlines, etc.).

PARKING

Employee parking will continue in accordance with past practices. Any proposed changes to the current practice by either party will be reserved for local

bargaining. Should any free or subsidized parking be extended to non-bargaining unit employees in a region/HQ, the same will be extended to bargaining unit employees within that same region/HQ in accordance with local policies.

The parties recognize that employees with disabilities or other medical conditions interfering with their mobility may go through the Reasonable Accommodation process.

Performance Appraisal and Recognition System (PARS) Agreement

Section 1. Preamble.

A. The performance appraisal system will emphasize:

1. -Linking employee performance elements and standards directly to the Agency's mission, strategic goals, programs and policy objectives, and/or annual performance plans.

2. Communicating expectations to employees in a result-oriented performance plan which is applied to their respective areas of responsibility and stated in terms of observable, measurable, and demonstrable performance appropriate to the employee's position description (inclusive of grade level).

3. Creating a framework for managers and employees to have an ongoing dialogue about the employee's job performance and developmental needs.

4. Through the Benchmark Standards, differentiating between levels of performance to provide an equitable basis for personnel actions.

5. Providing managers with uniform objective, and consistent bases for evaluation to provide feedback and appraise employee performance.

6. Providing a process to improve less than fully successful performance.

B. Authorities. The administration of all matters covered by this Article shall be governed by 5 U.S.C. Chapter 43; 5 CFR Part 430, 5 CFR Part 432, and 5 CFR Part 531; and EPA Order 3110.16, Reduction in Grade and Removal Based on Unacceptable Performance.

Section 1. Definitions.

A. For additional definitions please refer to relevant regulations and agency policy.

B. "Performance plan" means all of the written or recorded performance elements setting forth expected performance. A performance plan must include all critical elements and their performance standards. Each performance plan must state the Agency Benchmark Standard described at the "Effective" level. A sample Performance Plan is attached as Appendix 9-1.

C. "Summary Rating", also known as the "Rating of record", means the performance rating prepared by the rating official at the end of an employee's appraisal period for performance over the entire period and the assignment of a summary level. The summary level ratings include: " "Distinguished", "Effective" and "Unacceptable." This constitutes the official rating of record as defined in 5 CFR Part 430. Ratings of record are the official documentation used for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reduction in force, and adverse performance-based actions.

Section 2. Appraisal Period Timelines.

The appraisal Period is also known as the Performance Period. The Performance appraisal period shall run concurrently with the Agency's fiscal year beginning on October 1st and end on September 30th.

A. Minimum Performance Appraisal Period.

a. Only employees who have completed a minimum 90-day period of performance will be evaluated at the end of the appraisal period. The appraisal period begins for individual employees when the employee signs or declines to sign the performance plan. If the minimum cannot be met before the end of the appraisal period, the appraisal period should generally be extended until the 90 days are met.
b. If the employee has not completed the minimum period of performance by the end of the performance cycle, then the rating of record is given at the end of the minimum period.

The new employee should be placed on performance standards for this performance period within thirty (30) days of entering the Agency.

Section 5. Benchmark (Performance) Standards for Rating a Critical Element and Summary Rating Levels.

A. Agency Benchmark Standards: The Employer has determined that there are three Agency Benchmark Standards for evaluating performance under each critical element. Ratings at all levels must be evaluated in the context of the

grade level and job duties of the individual employee to the extent they apply to the critical element. Employees do not need to fulfill each requirement listed within a particular Agency Benchmark Standard to be awarded a summary rating level. Upon an employee's request during the issuance of a performance plan, the supervisor will discuss with the employee examples of performance and criteria that may be considered for a Distinguished rating.

1. Distinguished: This is a level of exceptional performance. The quality and quantity of the work under this element consistently surpass expectations. Products or services provide exemplary models for addressing the most difficult and complex work challenges. Products are consistently produced ahead of the expected timeframes and consistently comply with applicable statutes, regulations, policies and procedures. Exhibits exceptional skills in organizing multiple assignments and adjusting to changing priorities. Develops and offers suggestions for organizational and work process improvements that substantially increase results, efficiency, or effectiveness. Consistently communicates verbally and in writing with exceptional clarity and effectiveness. Products are consistently well received and easily understood by the target audience. Demonstrates exceptional leadership in promoting teamwork and collaboration.

5. Effective: This is a level of solid to very good performance. The quality and quantity of the work under this element meet and may occasionally, or even often, exceed expectations. Products are reliably produced within the expected timeframes and generally comply with applicable statutes, regulations, policies and procedures. Exhibits skills in organizing multiple assignments and adjusting to changing priorities. Communicates verbally and in writing with clarity and effectiveness. Products are generally well received and easily understood by the target audience. Demonstrates teamwork and collaboration.

9. Unacceptable: This is a level of poor performance. The quality and quantity of the work under this element fail to meet expectations. Products are not reliably produced in a timely manner, or do not reliably comply with applicable statutes, regulations, policies and procedures. Demonstrates difficulty organizing multiple assignments and adjusting to changing priorities. Verbal and written communications often lack clarity and effectiveness. Products are often not understood by the target audience. Repeatedly fails to demonstrate teamwork and collaboration.

B. Summary Ratings

The Employer has determined that there are three summary rating levels. No further official distinctions may be documented or recorded, though performance concerns or accomplishments may be documented in narrative summaries.

1. The three (3) summary rating levels are:

a. Distinguished
b. Effective
c. Unacceptable

2. The summary rating applies those ratings assigned to each Critical Element in the performance plan. The following formula determines the summary rating for the year:

Distinguished: More than half of the Critical Elements are rated Distinguished and none are rated Unacceptable.

Effective: One-half or more of the Critical Elements are rated at least Effective and none of the Critical Elements are rated Unacceptable.

Unacceptable (U): One or more Critical Elements are rated Unacceptable. (A rating of Unacceptable on a non-CE will not result in a summary level of Unacceptable.)

4. Not Ratable (NR): When an employee's performance will not be able to be observed during the appraisal period resulting in a rating of record not being prepared at the end of the appraisal period, the appraisal period shall be extended until the conditions necessary to complete a rating of record have been met. The NR designation indicates only that the employee is not ratable for the current appraisal period and it is not a rating of record. Once the conditions necessary to complete a rating of record are met, the rating of record shall be prepared as soon as practicable.

C. Narrative Justification

1. A narrative summary must be written for each element assigned a rating of Distinguished or Unacceptable. This narrative should contain examples of the employee's performance that substantiate and explain how the employee's performance falls within the levels assigned. The narrative summaries are recorded on the applicable PARS plan. A narrative summary is also encouraged, but not required, for an element rating of Effective.

Section 6. Supervisors' Performance Management Responsibilities.

Supervisors are responsible for preparing and reviewing performance plans, performance ratings, and performance-related personnel actions, in accordance with the terms of this Article.

Employees are responsible for participating in the performance management process, providing input to performance plans and preparing for and engaging in performance discussions. Employees are encouraged to seek performance feedback on an ongoing basis.

Section 7. Content of the Performance Plan.

Performance plans should generally contain the following:

B. Performance Elements. Each performance element will generally contain:

- The name and/or description of each performance element.
- Whether an element is Critical or non-critical.
- Number of Elements – Performance plans will generally contain a maximum of five and a minimum of two elements, including critical and non-critical elements.

D. Performance Standard. The performance standard will clearly define what will constitute Effective performance.

E. Performance plans should generally identify known sources that may establish a basis for a rating and may be used to determine if standards are met/not met.

F. Element Rating. Each critical element should have an element rating of ~~O,~~ Distinguished, Effective, Unacceptable, or No Rating.

Factors over which an employee has little or no control, while not generally required to be in included, may also be noted.

H. Employee Signature/Date. The employee's acknowledgment of receiving the performance plan.

I. Supervisor's Signature/Date. Identification of the supervisor and their approval of the performance plan.

Section 8. The Performance Plan.

The performance plan is determined by the supervisor. The steps to writing a performance plan include:

A. Identifying generally two to five critical and non-critical elements, considering the organizational strategic goals, function, responsibilities, priorities,

and the position description. Critical elements are for individual performance only and affect the employee's summary rating. Non-critical elements are optional and may be used to review group performance. Additional elements do not affect the summary rating. All elements are rated Distinguished, Effective, or Unacceptable.

B. Using the effective performance standard for each critical element. The Effective performance standard is derived from the agency benchmark standard with elaboration or clarification as appropriate.

C. Performance plans should facilitate the accurate evaluation of job performance. To the extent feasible, performance plans should utilize objective criteria related to the positions and grade level in question.

D.

Pursuant to 5 CFR 430.208(c) the method for deriving and assigning a summary level may not limit or require the use of particular summary levels (i.e., establish a forced distribution of summary levels). However, methods used to make distinctions among employees or groups of employees such as comparing, categorizing, and ranking employees or groups on the basis of their performance may be used for purposes other than assigning a summary level including, but not limited to, award determinations and promotion decisions.

G. Both the critical elements and the accompanying performance standards in a performance plan should be consistent with the employee's Position Description (PD). Critical elements and performance standards that are outside of the scope of employees' PD are inappropriate. During the appraisal period it may become clear that the employees' performance plan is being interpreted to require work outside of the scope of the employees' PD. In such an instance, the supervisor will initiate a revision to the employees PD, in accordance with applicable law and the CBA, or change the employees' standards and/or assignments to bring them into line with the employees' PD.

H. Pursuant to 5 CFR 430.203, a critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements shall be used to measure performance only at the individual level.

K.

L. When there are unresolved differences between the immediate supervisor and the employee regarding critical elements and performance standards, the employee may attach a self-assessment to their PARS plan. Performance plans may not be grieved, but Employees may request an additional review from their second-level supervisor.

M. Employees must promote Agency goals.

O. While not required, the supervisor and employee are encouraged to engage in a discussion to clarify the requirements for achieving a rating higher than "Effective."

Section 9. Communicating Performance Plans.

It is the supervisor's responsibility to communicate the expectations as described in the formal written performance plan to employees within the first 30 calendar days of the appraisal period or within 30 calendar days of the employee's arrival in a new position. The individual employee and supervisor should then agree on the plan by both signing and dating it. However, if the employee and supervisor cannot agree, the plan will still be implemented by the supervisor. The date the employee signs, or the date noted on the performance plan where the employee refused to sign the plan, is the beginning date of the minimum period of performance. If the employee refuses to sign the plan, then the supervisor annotates the disagreement and date in USA Performance system. If the employee disagrees with the plan, the employee may attach a statement of concern to the original performance plan. Employees will be provided with a reasonable amount of duty time to prepare the statement of concern. Employees' performance plans are available in USA Performance at any time after they are signed by the employee.

B. Each critical element can be found in USA Performance and is numbered. The Employer should inform the employee, at the time that critical elements and performance standards are communicated, whether any aspects of critical elements are to be accorded different priority or criticality. Employees may notify the Union of any changes to their performance plan.

C. The Agency shall not initiate a PIP, when a performance plan: a) has not been in effect for the period of time specified by this Article; and b) does not comport with the required contents of a performance plan as set forth in this Article.

D. Upon request, electronic copies of performance plans shall be provided to the Union in a manner consistent with applicable law, rule and government-wide regulation.

Section 10. Changes to performance plans during the performance cycle

1. Keeping performance plans current and accurate. A critical element may be added or amended during the appraisal period; however, the supervisor shall not rate an employee on an added or substantially changed critical element until the employee completes the minimum period of performance (90 calendar days) under the added or amended critical element. The employee will be notified about any changes in the performance plan in writing and may discuss any of the changes

with their supervisor. Supervisors are responsible for ensuring employees have current and accurate performance plans. Employees may participate in the performance management process by providing input to performance plans and preparing for and engaging in performance discussions. Employees may present concerns with regard to the performance plan to the supervisor for consideration.

2. Subsequent discussions on the contents of the performance plan shall occur when there is a change in the work situation which materially alters the performance plan, including, but not limited to the following:

1. A change in the supervisor of record;

2. When an employee returns from an extended absence of ninety (90) calendar days or more; or

3. When an employee's position of record changes.

Section 11. Progress Reviews

In addition to the annual performance appraisal, the supervisor will have at least one formal feedback discussion (progress review) with the employee, usually by mid-year. Usually this discussion will be held between the supervisor and the employee. There may be circumstances for a team leader or other management official to participate in a meeting regarding an employee's performance. Frequent informal reviews of performance throughout the appraisal period may be requested by the employee or conducted by the supervisor. The progress review(s) should be open, candid, and aimed at improving work products, and provide an opportunity for feedback regarding accomplishments and individual developments. At the employee's request, progress reviews will be captured in writing.

The performance appraisal period will begin on October 1st, and end on September 30th. The mid-year performance review will usually occur during the month of April.

A. Supervisors are encouraged to provide performance feedback to employees throughout the rating cycle and employees are encouraged to seek feedback at any time during the performance year.

The process of monitoring performance is ongoing. Therefore, the Employer will counsel employees in relation to their overall performance rating on an as needed basis to help improve employee performance.

C. Progress reviews will generally be scheduled at least one week or more in advance (or as otherwise agreed upon), in order to allow the employee to provide advance input. If, during or after the mid-year progress review, an employee is in disagreement with the review or feels the supervisor has failed to note accomplishments, such will be discussed with the supervisor during or after the progress review meeting.

D. Progress reviews shall be conducted in a manner that protects the privacy and dignity of the employee. Typically progress reviews are held between the supervisor and the employee. With the supervisor's permission, the employee may have a Union representative present at a progress review. If a Union representative is present the supervisor reserves the right to have another management official or HR representative present.

E. If performance related information may adversely affect the employee's rating, the employee should be made aware of the information when the issue rises to the supervisor's attention to facilitate improved performance and allow employees to respond and correct inaccurate information during performance appraisals. The basis of performance evaluations may be communicated with employees unless there are privacy and/or discretionary concerns.

F. The Agency will grant employees a reasonable amount of duty time to make written comments concerning any disagreement with a progress review. Employees will upload their written disagreements with a progress review in USA Performance. The supervisor will determine the appropriate time for the employee to prepare the written response based on workload demands. Normally, this time will be scheduled no later than three (3) work days after the receipt of the request for duty time.

G. Progress reviews are not considered ratings of record and therefore are not grievable in and of themselves; however, they may be challenged in the context of a grievance over an assigned rating of record.

H. When a review of an employee's work performance is made by a rating official above the employee's immediate (or first line) supervisor and that review produces negative feedback with respect to that employee's performance, the procedural requirements set forth in paragraph "F" of this section will apply. Wherever possible, the employee will be given the opportunity to meet and/or discuss the matter with the higher-level supervisor who provided the performance-related comments.

Section 12. Interim Ratings

A. The supervisor shall prepare interim ratings for an employee who has been under a performance plan for the minimum period of performance when the employee completes a detail, is reassigned to another EPA organization, or when the employee's supervisor, having supervised the employee for the minimum period, departs from that supervisory position. (If less than the minimum period of performance, only performance highlights or problems will be provided.) This rating will be shared with the employee.

Section 13. Timing of the Appraisal

A. Performance appraisals (ratings of record) are scheduled to be performed annually within 30 calendar days of the close of the appraisal period. Under special circumstances, appraisals may deviate from that schedule:

1. If the employee has not completed the minimum period of performance by the end of the performance cycle, then the rating of record is given at the end of the minimum period.
2. Whenever an employee leaves EPA after having served the minimum period of performance, the supervisor will prepare a performance rating if so requested by the employee. This will be forwarded to the servicing Human Resources Office (HRO) and placed in the employee's Employee Performance File. This provision does not apply to employees who separate during a probationary period.

Section 14. Performance Improvement Plan (PIP)

The Agency shall not take a performance-based adverse action against an employee whose performance plan: a) has not been in effect for the period of time specified by this Article; and b) does not comport with the required contents of a performance plan as set forth in this Article.

If the supervisor determines that the employee's performance in one or more of his or her Critical Elements is "Unacceptable," the supervisor may develop a written Performance Improvement Plan
(PIP). The PIP will be communicated to the employee in a meeting where the employee will be afforded and opportunity to provide input into the PIP. If requested by the employee, a union representative will be permitted to participate. If a Union representative is present the supervisor reserves the right to have another management official or HR representative present. The employee, at her or his own volition, may also contact and work with the Union outside the PIP meeting.

A. A PIP is a plan designed to inform an employee of the CE(s) for which performance is unacceptable and of the performance requirement or standard(s) that must be reached in order to demonstrate acceptable (i.e., Effective) performance under the CE(s) at issue.

B. The employee's performance rating must be based on at least 90 calendar days under an assigned critical element in which performance is determined to be Unacceptable.

C. A PIP should be in the form of a memorandum from the immediate supervisor to the employee. A specified beginning and ending date should designate the length of time the PIP will be in effect (not less than 60 calendar days); the length of the PIP will depend on the nature of the position and the performance deficiencies involved, and the length of time reasonably required to

demonstrate acceptable performance to the Effective" level. The following information should be included in the PIP:

1. The employee's name, position title, series, grade, and organizational location;

2. The basis for the PIP, *e.g.*:

a. A statement that the employee's performance was at an "Unacceptable" level on one or more critical elements;

b. A restatement of the assigned critical element(s) in which the employee is performing unacceptably; and

a description of the performance that was determined to be unacceptable in relation to the performance plan.

4. References to any previous counseling sessions conducted during the appraisal period;

5. A specific description of the requirements that must be met, in terms of quality, quantity, timeliness, manner of performance, or other measure of performance for work to be determined acceptable at the Effective" level. Numerical criteria or benchmarks used by the supervisor to interpret a performance standard must also be stated;

6. Upon request, a similar explanation of what will constitute "Unacceptable" performance;

8. A schedule of any periodic performance reviews that will be conducted during the PIP;

9. A list of assignments with due dates or completion dates, if appropriate;

10. A statement that the employee is expected to maintain Effective performance in the remaining critical elements; and

11. Notification that failure to improve performance to an acceptable level, (at the Effective" level or above) may result in a reassignment, reduction in grade or removal.

D. Implementation of a PIP

2. The supervisor will meet and discuss the approved PIP with the employee. The employee signs the PIP. The employee's signature signifies receipt, not

concurrence. If the employee refuses to sign, the supervisor will annotate the PIP and date the annotation;

3. The supervisor inputs the PIP into USA Performance;

4. For the duration of the PIP or as part of the PIP, the supervisor shall not provide the employee with new performance standards for any critical element included in the PIP;

5. The PIP will be removed from an employee's performance file if the employees' performance improves to Effective" or higher, and remains at Effective" or higher for one year.

E. Extension of a PIP

The supervisor of record, at their discretion, may extend the PIP at any time. An extension memo will be added to the Employee Performance File, with a copy to the employee, and will become part of the PIP.

F. Withdrawal of a PIP

During the course of the PIP, there are three changes to an employee's status that would cause the PIP to be withdrawn:

1. If the employee is reassigned to a different position at the same or different grade, the PIP is not continued in the new position. An employee placed under a PIP may request a reassignment to another position as a means of resolving a performance issue in which case, the employee would not be required to complete the PIP before moving to another position.

2. If the employee's performance improves to at least the "Effective" level prior to expiration of the PIP.

Upon withdrawal of a PIP, the supervisor of record must prepare a new rating of record if the opportunity period was triggered by an annual rating of "Unacceptable." The new rating will be sent to the servicing Human Resources Officer, with the employee and supervisor each retaining a copy. The servicing Human Resources Officer will substitute the new rating of record for the previous one, and destroy the previous rating of record.

G. Expiration of a PIP

If a PIP is not extended or terminated by the designated expiration date, the supervisor must notify the employee of the status of his /her performance. If the employee's performance has improved to an acceptable level Effective" level or above), the supervisor will inform the employee that the PIP has concluded and provide the results. Upon expiration of a PIP, the supervisor of record must prepare a new rating of record if the opportunity period was triggered by an annual rating of

Unacceptable. The new rating will be sent to the servicing Human Resources Officer, with the employee and supervisor each retaining a copy. The servicing Human Resources Officer will substitute the new rating of record for the previous one, and destroy the previous rating of record.

H. Failure to improve performance to an acceptable level or above

Failure to improve performance to an acceptable level (Effective or above) at the end of the PIP period may result inreassignment, reduction in grade, or removal.

Section 15. Assessing Employee Performance.

A. There may be instances where the performance cycle will be extended. These instances may include PIPs, when an employee is new, on a detail, or has new Critical Elements.

B. The rating process requires the supervisor to assess the employee's performance accomplishments against the performance standards contained in the performance plan.

C. Supervisors may direct employees to prepare written self-assessments to submit for their supervisor’s consideration. Self-assessments are considered duty time and should be completed in a reasonable amount of time..

D. Supervisors should consider an employee's self-assessment.

E. Annual ratings of record will reflect the employee's performance for the appraisal period unless the information necessary to make such an appraisal is not available. In this case supervisors should follow procedures pursuant to section 5 B (2).

F. Only critical elements will be used to determine an employee's summary rating on their performance appraisal.

G. An employee's performance rating should be based strictly on their performance against those critical elements that apply during the appropriate performance rating cycle. As a basis of a rating a supervisor may consider factors such as size and level of difficulty of a particular assignment.

H. In the application of performance standards/Agency Benchmark Standards to individual employees, the Employer will take into account mitigating factors, including but not limited to, availability of resources, lack of training, mix of work, collateral duties. or frequent authorized interruptions of normal work duties.

I. Cascaded goals do not alter the requirement that any evaluation of employee performance be based on individual performance against critical job elements in the performance plan.

Section 16. Appraising Disabled Veterans.

The Agency will comply with Executive Order 5396 from July 17, 1930 and 5 CFR 430.208 regarding a disabled veteran's efficiency rating who properly requested leave.

Section 17. Protected Union Activities .

A. There is no performance rating for union activities. Performance evaluations will be based only on Agency work performed.
B. A union representative's work on authorized official time will not negatively impact their performance evaluation. These employees will not receive a rating from the Agency based on the time period of their authorized official time.

There will be no negative impact on employee performance evaluations because of participation in union functions.2. 3.

Section 18. Rating a Critical Element

The supervisor is responsible for obtaining the performance data required to accurately assess the employee's performance. Employees may provide their supervisor with a written self-assessment (e.g., list of accomplishments completed) at the end of the appraisal period. After reviewing the employee's self-assessment and other appraisal input against the performance plan, the supervisor will assign a rating to each critical element. The rating level for each critical element is Distinguished, Effective, or Unacceptable.

Section 21. Assigning the Summary Rating

Ratings will be assigned pursuant to Section 5 at the end-of-year performance review.

Section 22. Approving the Rating of Record

If the summary level is "Distinguished", ~~,~~ or "Effective", the supervisor must sign and date the form to approve the rating of record. A rating of record of "Unacceptable" requires a higher-level supervisory review.

B. If the rating of record is “Unacceptable,” the employee may be placed on a Performance Improvement Plan (PIP), consistent with 5 CFR Part 432 and given an opportunity to improve their performance to at least the “Effective” performance level in accordance with law and regulation, unless the rating of record has been assigned at the end of a performance improvement plan. See Section 15 for further information about PIPs.

Section 23. Documenting the Rating

Official documentation of the rating of record consists of the established performance plan, showing the rating of each assigned element, combined with the completed cover sheet containing the rating of record, signatures, and comments. Additional pages may be used if required.

Section 24. Communicating the Rating

A. Following approval of the rating of record, the supervisor will meet privately with the employee to conduct the appraisal interview. No more than one (1) supervisor will be present during the appraisal interview, unless otherwise agreed to by the employee. At the conclusion of the interview, the employee will sign the cover sheet. An employee's signature on the cover sheet indicates only that the rating has been received, not an employee's agreement with the performance appraisal. The date the employee signs or refuses to sign the cover sheet is considered the date the

rating of record was communicated to the employee. The employee will receive a copy of the rating no later than five (5) work days following the appraisal interview.

B. Employees may make written comments concerning any disagreement with an annual appraisal within fourteen (14) calendar days of receipt. Employees may add their comments via USA Performance and will be provided reasonable duty time to make such comments. Such comments will be attached to and become part of the appraisal. This period will not impact the time for filing a grievance under Article 34. Failure to rebut does not indicate employee agreement with the appraisal. Similarly, failure by the supervisor -to comment on the employee’s rebuttal does not indicate agreement with the employee’s comments.

B. An employee may sign or not sign their performance appraisal. Signature indicates receipt only, not concurrence.

Section 25. Record Keeping

The servicing HRO will maintain the original appraisal package in an Employee Performance File (EPF) as required by law and regulation.

Section 26. Employee Development

~~A.~~ Employees may be informed of the opportunity ~~or directed~~ to create an individual development plan (IDP). The IDP process may include conducting a self-assessment, obtaining assessments from others, and identifying opportunities for career growth. If a supervisor identifies required training they will notify the employee and, if applicable, annotate the IDP.

B. Annual appraisals may include discussions concerning career goals and individual development needs.

Section 29. Supplemental Provisions

1. Should the Agency decide in the future to broadly deploy uniform critical elements and standards affecting employees represented by NTEU, it will bargain the impact and implementation of such a decision with a designated national NTEU representative, to the extent required by law.

2. The Union has the right to request information from the Agency including summary performance appraisal rating information for NTEU bargaining unit employees, per 5 USC 7114.

POSITION CLASSIFICATION AND POSITION DESCRIPTION

Section 1.

Bargaining unit employees shall be provided a current position description reflecting their principal duties and responsibilities, within 30 days of entering on duty in that position.

Employees may discuss with supervisors any perceived substantial differences between the duties assigned or performed, and those contained in the position description. At times an employee may be required to perform duties which are incidental to the principal duties and responsibilities of the position, as well as duties which may be required in emergency situations, consistent with the

agency's mission. When changes in the duties, responsibilities, or supervisory relationship so warrant, the position description may be amended or rewritten.

Section 2.

Bargaining unit employee(s) will be given reasonable advance notice of any position audit or review that may affect the classification of the employee's position. The Union will be given reasonable advance notice of management-initiated audits (i.e., not in response to employee requests or dissatisfaction with current title, series or grade) of two or more bargaining unit employees that may affect the classification of the employees' position. Prior to the audit, the employee will be allowed to review the "Employee Guide to Desk Audits" to prepare for the audit. If the audit or review results in proposed changes to the employee's position description, the employee will be notified prior to effecting the change. Additionally, the employee will be provided a copy of any written evaluation prepared by the Employer as a result of an audit or review.

Section 3.

An employee dissatisfied with the classification of their position should first discuss the classification with their supervisor and/or the servicing HR office. . If the supervisor or servicing HR office is unable to resolve the issue to the employee's satisfaction, the appropriate human resources official will explain the basis for the classification/job grading.

An employee who believes that there is a substantial difference between their position description and their job duties, may discuss the position description with their supervisor and/or the servicing HR office. If determined that there is a substantial difference between the employee's position description and their job duties, the supervisor, in coordination with the appropriate human resources official, will ensure the employee's duties align with their position description. The employee will be notified of any substantial changes to duties and/or the position description.

Section 4.

A General Schedule employee who still believes their position is improperly classified may:

1. Request a desk audit at the local level (i.e., the HR office serving that region, lab or headquarters component). This step must happen before selecting any other options provided in this section, since an "appeal" is an appeal of the decision made at the local level.

File an appeal at the agency level to the Director, Office of Human Resources and Organizational Services, who is the Agency Appellate Authority; or

2. File an appeal directly with the Office of Personnel Management;

3.
3. If dissatisfied with the agency's decision, the employee may file a subsequent
appeal with the Office of Personnel Management.

An employee who first files an appeal directly with the Office of Personnel Management may not then subsequently appeal to the Agency.

Section 5.

A Federal Wage System employee who still feels his/her position is improperly classified may:

1. Request a desk audit at the local level (i.e., the HR office serving that region, lab or headquarters component). This step must happen before selecting any other options provided in this section, since an "appeal" is an appeal of the decision made at the local level.

2. File an appeal with the Director, Office of Human Resources and Organizational Services who is the Agency Appellate Authority; and

3. Provide the name, address, and business telephone number of the employee's representative, if a representative has been selected; and

4. Provide information on other decided or pending appeals, complaints, or administrative decisions where the classification of the same position is or was an issue; and

5. If dissatisfied with agency's decision the employee may file an appeal with OPM within fifteen (15) calendar days of the date of the receipt of the agency decision.

Section 6.

The appeal should discuss the specific aspects of the position that the employee thinks were either misunderstood or not considered adequately. It should also include copies of the current classified Position Description, and any evaluation report by OHR. The position description submitted should be the employee's current position description of record.

Section 7.

The Union may assist an employee who has filed a classification appeal with the Employer in the preparation of the appeal.

Section 8.

If the agency receives proposed classification standards for bargaining unit positions, it will promptly forward them to NTEU.

Section 9.

The Agency will, upon request, provide the Union with access to written classification standards and qualification standards which the Employer maintains, if such are not available on OPM's website .

Section 10.

The Employer agrees to inform the Union as soon as possible if significant changes will be made in the duties and responsibilities of positions held by bargaining unit employees due to reorganization or realignment of program responsibilities, or when changes in position classification standards result in changes to title, series or grade or bargaining unit status of bargaining unit employees. The Union may request to make recommendations and present supporting evidence pertaining thereto. The Union must provide its recommendations and supporting evidence within 20 calendar days of the notification. The Employer will consider the Union's recommendations and upon request advise the Union of the results of its review.

Section 1. General **PROBATIONARYEMPLOYEES**

The Parties recognize that new employees with the Federal Government may require counseling and assistance during their probationary period or trial period.

Section 2. Performance

Probationary and trial-period employees will receive at least one (1) progress review, typically mid-way (if not sooner) during his/her probationary year, except if the Employer determines it necessary to terminate the employee prior to the review. Employees are encouraged to request updates on their performance.

Section 3. Termination of Probationers for Unsatisfactory Performance or Conduct

An employee's separation from the rolls under this Article must be effected before the employee has completed the probationary period or trial period. When an agency decides to terminate an employee serving a probationary or trial period because their work performance or conduct during this period fails to demonstrate their fitness or qualification for continued employment, it shall terminate their services by notifying them in writing as to the reason(s) for termination and the effective date of the action.

Section 4. **Termination for Pre-Appointment Reasons**

A. When an agency proposes to terminate an employee serving a probationary or trial period for reasons based in whole or in part on conditions arising before his/her appointment, the employee is entitled to the following:

1. Written notice stating the reasons, specifically and in detail, for the proposed action.

2. A reasonable time for filing a written answer to the notice of proposed adverse action and for furnishing affidavits in support of his/her answer. If the employee answers, the agency shall consider the answer in reaching its decision.
3. Delivery of the decision at or before the time the action will be made effective. The notice shall be in writing, inform the employee of the reasons for the action, inform the employee of any right to appeal to the Merit Systems Protection Board (MSPB), and inform him or her of the time limit within which the appeal must be submitted as provided in 5 CFR 315.806(d).

Section 5. Right to Appeal to EEOC

When the probationary or trial period employee believes that his or her termination is based on discrimination, the employee may pursue established EEO complaint procedures.

Section 6. Voluntary Resignation in Lieu of Termination

Probationary or trial-period employees may choose voluntary resignation in lieu of termination at any time prior to the effective date and time of their termination. In accordance with current practices LER will provide supervisors with guidance about this option when termination is under consideration. If the probationary or trial-period employee voluntarily resigns prior to the effective date and time of their termination, the employee's official personnel folder will reflect the voluntary resignation unless the agency is legally prevented from doing so.

PROMOTIONS

Section 1. Purpose
The purpose of this article is to ensure that merit promotion principles are applied in a consistent manner to all bargaining unit employees. It is agreed that all promotions to bargaining unit positions and the placement actions as set forth below will be made using systematic procedures on the basis of merit, from among properly ranked and certified candidates or from other appropriate sources.

Section 2. Merit Promotion Program

A. General.

Merit promotion is one means of filling vacancies. In the exercise of this responsibility, and through the assessment of the organization's needs, managers may elect to fill vacancies by recruitment alternatives other than merit promotion. Such alternatives include obtaining eligible candidates via reassignment; change to lower grade; transfers from other agencies; reinstatement; OPM registers; EPA delegated examining registers; student appointments, appointment of persons with disabilities, veterans' recruitment appointments, disabled veterans who have compensable service connected disability of 30% or more, and other excepted service appointments as appropriate; employees granted priority consideration for placement; and re-employment priority list registrants, etc. When fully-qualified candidates for a position can be found via other means of recruitment, these methods may be used in lieu of or in addition to the merit promotion process. In all cases, selection should be based on management's needs and the goals and objectives of the organization, as well as in accordance with all applicable law, rules, and regulations.

B. Coverage. This Program applies to all EPA organizations and covers all competitive service bargaining unit positions in grades GS-1 through GS-15.

C. When Competition is Required. Competition is required for the following actions:

1. Promotion or transfer to a higher grade;

2. Temporary promotion for more than 120 days, except as provided in Section E.4. Any prior details to higher-graded positions or temporary promotions during the preceding 12 months (whether competitive or non-competitive) must be included when calculating the number of days;

3. Selection for detail for more than 120 days to a higher-graded-position or to a position with known promotion potential;

5. Reassignment, demotion, reinstatement or transfer to a position with more promotion potential than a position the employee previously held on a permanent basis in the competitive

service (except when a reassignment or demotion is made to place an employee affected by a RIF or in lieu of disability retirement); and

6. Reinstatement to a permanent or temporary position at a higher grade than any grade held in a permanent position in the competitive service.

D. When Competition is Not Required. Competition is not required for:

1. Career Ladder Promotions. Career ladder promotions are permitted when an employee is appointed or assigned to any grade level at or below the established full performance level of the position (i.e., the position has a documented career ladder and promotion potential). These promotions may be made noncompetitively for any employee who entered the career ladder by:

a. Competitive promotion procedures;

b. Competitive appointment from a certificate of eligibles (through OPM or delegated examining authority); or

c. Non-competitive appointment under a special authority, e.g., conversion of a Pathways Student Intern or Pathways Recent Graduate, appointment of former ACTION Volunteers or Peace Corps personnel (must clear ICTAP through an announcement), conversion of a Veterans‘ Recruitment Appointment (VRA) appointee and Pathways Presidential Management Fellow.

2. Promotion Based on Reclassification When:

a. No significant change occurs in the duties or responsibilities and the position is upgraded due to issuance of a new classification standard, an updated Agency-wide classification policy or the correction of a classification error; or

b. The position is upgraded due to accretion of additional duties and responsibilities and all of the following provisions are met:

1. The employee continues to perform the same basic functions in the same organization, working for the same supervisor (the duties of the former position are administratively absorbed into the new position, and the former position is abolished);

2. The new position has no promotion potential;

3. The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact the grade-controlling duties and responsibilities of other positions in the unit; and

The accretion is supported by a written analysis of the position.

3. Permanent Promotion to a position held under a temporary promotion when:

a. The assignment was originally made under competitive procedures; and

b. It was known to all competitors at the time that the assignment may lead to a permanent promotion.

4. Temporary Promotion of an employee for 120 days or less, or for more than 120 days to a grade level held previously on a permanent basis in the competitive service.

5. Placement as the Result of Priority Consideration when the referral is a remedy for candidates not given proper consideration in a competitive promotion action;

6. Reduction in Force Placements which result in an employee receiving a position with higher promotion potential;

7. Promotion to a Grade Previously Held on a permanent basis in the competitive service, from which an employee was separated or demoted for other than performance or conduct reasons.

8. Promotion, Reassignment, Demotion, Transfer, Reinstatement, or Detail to a Position Having No Greater Promotion Potential than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.

9. Promotion Resulting From Successful Completion of a Training Program for which the employee was competitively selected;

10. Selection from the Re-employment Priority List at the same or lower grade level than the position from which selected;
11. Reinstatement to any Position of a career or career-conditional employee who served under a career SES appointment consistent with 5 CFR 335.103(c)(3).

12. Promotion as a Legal Remedy as ordered or agreed upon in a legal or administrative proceeding.

13. Details for one hundred and twenty (120) days or less to a higher grade position or to a position with known promotion potential.

F. Area of Consideration (AOC)

1. Since the AOC targets the group of candidates who will be considered for competitive selection, it is important that it be sufficiently broad to uphold the basic merit principles of open competition, equal employment opportunity and identification of best qualified candidates. The AOC is not intended to limit competition. When establishing the AOC, HRO's and Agency Offices should consider any appropriate sources which are likely to help EPA meet its mission and EEO objectives, and contribute fresh ideas and new viewpoints to the organization.

2. The minimum AOC will be an organizational unit, no less than a division, which is considered sufficient to attract more than one qualified candidate for promotional consideration. The local appointing authority has the option of establishing an AOC larger than the minimum prescribed above, especially if experience shows that those minimum areas fail to provide enough qualified candidates.

3. An AOC will be established for each vacancy;

4. OPM will be notified of vacancies in the competitive service for which the Agency will consider applicants from outside the Agency in accordance with 5 USC 3327.

G. Time Limits for Posting Vacancy Announcements

1. The Employer will post a vacancy announcement to cover all vacancies that must be filled in accordance with the procedures of this Article. The HR Office will post the announcement on the Agency's Intranet for a minimum of ten (10) calendar days.

2. Applications post marked or submitted electronically on or before the closing date will be accepted.

3. As a minimum, the vacancy announcement will contain the same type of information as contained in the OPM announcement template, for example:

a. Title, series and grade(s) of the vacancy announcement and announcement number;

b. Geographic and organizational locations;

c. Summary statement of the principal work assignments;

d. Minimum OPM qualification requirements plus any mandatory (selective placement) factors;

e. Knowledge, skills and abilities and/or competencies and/or task statements required;

f. Who to contact for additional information;

g. Where and/or how applications should be sent and what they should include;

h. Opening and closing dates;

i. If the vacancy has known promotion potential or is a career ladder position;

j. A statement of EEO;

k. Area of consideration; and,

l. Number of positions expected to be filled at the time if more than one.

H. Methods of Locating Candidates. Candidates may be located using a wide range of methods which may vary with each vacancy depending upon the AOC, the type of position, and similar considerations. All Merit Promotion announcements (or subsequent cancellations) under this article will be posted at a minimum on the Agency Intranet. These methods include:

1. Vacancy Listings - A brief summary of multiple positions open to competition under the merit promotion procedures.

2. Individual Vacancy Announcements - Posted notices that advertise one or more positions open to competition under the merit promotion procedures. They will contain the same type of information as found in the OPM announcement template. Individual vacancy announcements will be open for a minimum of 10 calendar days.

3. Open Continuous Announcements - Posted notices through which applications may be accepted and referred to selecting officials on a continuing basis. They may be used when there is a continuous need for candidates in a particular occupation or group of occupations. They will contain the same type of information as found in the OPM template.

I. Priority Consideration. The referral of individuals who by law, regulation, settlement agreement or final decision in a grievance or discrimination complaint must be considered before other candidates. Management must show that the employee received priority consideration for placement. Types of priority consideration include:

1. Repromotion Consideration Eligibles. Employees demoted in the Agency without personal cause and on grade/pay retention are entitled to priority consideration for any vacancies for which they qualify in their local commuting area. Repromotion eligibles are entitled to priority consideration for 2 years unless they are repromoted to their former grade or decline a position of equal grade, whichever occurs first. Candidates may receive consideration only at the grade level in which consideration was lost and having no higher promotion potential than the position previously held.

2. Candidates Who Did Not Receive Proper Consideration In A Previous Merit Promotion Action Due To A Procedural, Regulatory Or Program Violation. These candidates will receive priority consideration for the next appropriate vacancy in the geographic location where proper consideration was denied. The following conditions

must be met before priority consideration under this provision may be granted:

a. It is a similar type position in the same pay system as the position for which the employee failed to receive proper consideration;

b. The employee is qualified for and would have been in the best qualified group; and

c. The vacancy is at the same grade level with no higher potential than the position for which consideration was lost.

3. Employees Who Receive Priority Consideration Based on An EEO Complaint. These employees must be given priority consideration if it is either the agreed upon resolution to settle the complaint or the remedial action ordered in the final decision of a discrimination complaint.

4. Displaced Applicants. The Agency will provide special selection priority to eligible displaced applicants who are determined to be well-qualified, in accordance with the regulatory requirements (e.g., under the Career Transition Assistance Plan or the Interagency Career Assistance Program).

I. Application Procedures.

1. General. Unless otherwise specified in individual vacancy announcements or vacancy listings, interested persons must submit either a resume, curriculum vitae, the Optional Form for Federal Employment (OF 612), or any other written format to describe job- related qualifications and the necessary answers required by the questions provided in the vacancy announcement. A copy of the most recent performance appraisal may be required. The questions contained will be developed through the HR Office with input from the selecting official and/or subject matter expert. The questions contained within will be based on the knowledge, skills, and abilities required for the position. It is understood that vacancy questions and any relevant weighting factors will be developed and identified prior to announcing the vacancy.

No matter what format is used, the application must contain all of the information required in the vacancy announcement/listing.

2. Accepting Applications.

a. When the HR Office Uses a Manual Recruitment System. Generally, the manual system will be used in such situations as identification of systematic problems with the automated staffing system, system failure, and/or loss of the vendor contract. Unless otherwise specified, applications will be accepted from all promotion-eligible candidates whose applications are received in the servicing HRO or postmarked by the closing date.

Applications from noncompetitive eligibles, qualified persons with disabilities, 30% or more compensable disabled veterans, VRA eligibles, and Public Health Service officers
may be accepted up until the time that the certificate of eligibles is sent to the selecting official. Employees within the AOC who are absent for legitimate reasons, such as approved leave, official travel, detail, Intergovernmental Personnel Act assignment,

training or military service, may furnish copies of their application to other employees or their supervisor and request in writing that they be submitted for vacancies. Applications from outside the AOC will not be accepted.

b. When the HR Office Uses an Automated Staffing System. Unless otherwise specified, applications must be submitted on-line by all candidates by the closing date and time specified in the vacancy announcement. For assistance in applying for a vacancy, applicants may contact the human resources representative listed on the vacancy announcement who will assist applicants to submit their applications online by the closing date of the vacancy announcement. If applying online poses a hardship, applicants must contact the human resources representative before the closing date of the announcement to request assistance. In addition, applicants who have a hardship must respond to the same questions as applicants applying online and submit a signed copy of their responses to be received by the servicing HR Office prior to the closing date of the vacancy announcement. The HR Office will input the data into the system on the applicant's behalf for the specific job for which the applicant is applying only. An example of hardship would be where an applicant lives in or is temporarily assigned to a remote location where it would pose a hardship for the employee to get to a computer and/or access the automated staffing system.

J. Eligibility Requirements.

1. General. Applicants must meet OPM qualification requirements and any selective placement factors by the closing date of the announcement. Selective placement (mandatory) factors are knowledge, skills and abilities or competencies that are so essential for successful performance in a particular position that they become part of the qualification requirements in addition to those outlined in the Introduction to the Federal Wage System Job Grading System. Selective placement factors are determined by appropriate management officials and are readily identifiable from the position description or vacancy announcement. A copy of any selective placement factors will be retained in the merit promotion file. However, certain legal and regulatory requirements (i.e., time-in-grade requirements, time-after-competitive appointment, etc.) must be met within 30 days of the closing date of the vacancy announcement. Applicants responding to open continuous announcements must meet the eligibility requirements at the time the application is submitted to the HRO.

2. Minimum Qualification Requirements. Minimum qualification requirements will be those described or approved by OPM for the particular position involved, plus any mandatory (selective placement) factors. Qualification requirements are found in the OPM General Schedule Qualification Standards and Group Coverage Qualification Standards".

K. Distinguishing Between Candidates. Candidates who meet eligibility requirements will be divided into two categories:

1. Promotion Eligibles - those applicants who must compete in order to be placed in the position (applicants in the promotion eligible category will be evaluated in accordance with the provisions below); and

2. Noncompetitive Eligibles - those applicants with or without competitive status who are eligible for reinstatement, reassignment, change to lower grade, special appointing authority (e.g., persons with disabilities, disabled veterans, etc.) or other action where competition is not required for placement in the position. Noncompetitive eligibles will be referred alphabetically without being rated and ranked. Such referrals may be made up until the time that the certificate of eligibles is sent to the selecting official.

L. Evaluation of Candidates

1. Applications may be evaluated by a subject matter expert, a rating panel or a human resources representative. Regardless of the evaluator, ratings must be based solely on the application material submitted by the applicant. If an automated staffing system is used to qualify, rate and/or rank applicants, then a human resources representative will conduct a quality review before the rating is finalized. When a quality review is conducted for an automated rating, an adjustment will only be made in the event that an applicant's answer(s) to the automated question(s) are not consistent with the applicant's resume or other documentation provided in the promotion package.

2. All candidates who meet the minimum (basic) qualification requirements must be evaluated on job-related criteria (i.e., work experience, education and training) and the selecting official or interview panel will consider applicant awards and appraisals in the selection process, if they are required by the vacancy announcement.

3. Evaluation methods must include an analysis of the job to determine pertinent knowledge, skills and abilities (KSA's) or competencies that are important for successful job performance. Based on the job analysis, the KSA's/competencies to be used as Mandatory KSA's/competencies and rating factors for the vacancy announcement will be identified and weighted. In an automated staffing system, the identified KSA's/competencies will be elicited in the form of questions or requests for information that the applicant must answer.

4. A rating plan must be developed by the subject matter expert or human resources representative. Only the criteria and established point values given in the rating plan for the vacant position will be applied in this process. The automated staffing system or promotion panel/ranking official will provide an objective assessment of each applicant's potential to perform in the vacant position.

5. All candidates meeting the minimum qualifications for the position will be rated and ranked, regardless of the number of applicants.

6. Anyone present during the panel/ranking official's deliberations is prohibited from divulging to any unauthorized person, including the selecting official, any of the following: contents of rating and ranking worksheets, deliberations, and the numerical scores assigned to candidates until the selection is made. Under no circumstances will such matters be discussed with someone without a need to know.

M. Ranking and Referral of Candidates.

1. Determining Best-Qualified. Promotion eligible candidates will be rated against the KSA's/competencies set forth in the rating plan. Candidates will be identified as either "best-qualified" or "qualified" based on the scores received in the evaluation process. When more than 10 candidates are rated as eligible, best- qualified candidates will be determined by using all of the rating factors listed in the vacancy announcements in the evaluation process. Candidates will be ranked according to their rating scores assigned by the automatic staffing system or promotion panel/ranking official.

2. Referral When There Are More Than Ten Qualified Competitive Candidates. The Best Qualified threshold score will be set prior to the close of the vacancy (90). The Union will be notified if this number changes. The Best Qualified candidates who will be referred for consideration will be determined based on the most logical (natural) break in scores, i.e., two or more points. However, in the event the natural break method results in more than 9 Best Qualified candidates, then the
HR Official will resort to identifying only the top 10 numerically ranked candidates who will then be forwarded to the selecting official/panel in alphabetical order. All tied scores (at number 10) will be forwarded to the selecting official. Candidates will be ranked according to the rating score assigned by the automated staffing system or panel/SME and referred in alphabetical order.

3. If a best qualified certificate is to be used for more than one vacancy, an additional best- qualified candidate (if available) may be added for each additional vacancy.

4. If there are fewer than 10 best-qualified candidates, only the best-qualified candidates will be referred.

5. If there are no best-qualified candidates and the selecting official, with the concurrence of the human resources representative, determines that it is impractical to expand the AOC, then the qualified candidates may be referred in alphabetical order. If the human resources representative makes such a decision, the reason(s) why the further expansion of the AOC is impractical must be fully documented in writing and included in the Merit Promotion case file.

6. Duration of Merit Promotion Certificate. Normally, certificates are issued with a 60 calendar day time limit. In extenuating circumstances, certificates may be extended for an additional 60 days with a written request from the selecting official to the servicing HRO. A copy of the written request for extension will be sent to NTEU.

7. Use of Certificates for Additional Positions. Certificates may be used to fill additional

vacancies for similar positions up to 120 days. A similar position is one that is located in the same division or office, has the same title, series and grade (and promotion potential, if applicable,) and requires the same KSA's or competencies.

N. Interviews and Selections

1. Interviews may be conducted at the discretion of the selecting official or interview panel, subject to the following; if one EPA internal candidate is interviewed from the best

qualified list, all NTEU EPA bargaining unit employee candidates will be given the opportunity to be interviewed.

2. The selection process is a management prerogative involving the exercise of informed judgment coupled with responsibility. Each selecting official should choose the person(s) who will best fulfill their requirements and the objectives of the organization. Selecting officials may select or non-select any candidate on a certificate of eligibles.

O. Release and Notification of Applicants. The human resources representative will work with program officials to establish mutually agreeable release dates based on mission and program requirements. Normally, an employee will be released no later than one complete pay period for promotion, following the selection. When local workforce and program conditions permit, an employee will be released no later than two complete pay periods for reassignments, following the selection. When an employee is nearing the end of a within-grade increase waiting period, consideration should be given to releasing an employee at the beginning of a pay period on or after the effective date of the within-grade increase, provided such an action would benefit the employee. All best qualified applicants will be notified of the outcome of announced vacancies. The effective date for a promotion will be the first day of the pay period in which the selectee assumes the duties of the position for which selected.

P. Disclosure of Information

1. All candidates must have equal access to information on the merit promotion process and procedures.

2. Applicants will be notified of:

a. Whether they were found eligible;

b. Whether they were referred to the selecting official/grouped on the best qualified list; and

3. In addition, applicants may request and receive information concerning:

a. Whether the vacancy announcement was canceled;

b. Areas, if any, in which they should improve to increase their chance for

future promotion; and

c. The applicant's own rating assigned in the ranking process, both before and after the quality review if applicable.

c. Who was selected.

Q. Employee Concerns. If an employee/Union wishes to raise concerns about an apparent violation of the merit promotion procedures, he/she may file a grievance under the negotiated

grievance procedure. The grievant should file the first- step grievance with the HR representative with jurisdiction over the merit promotion case and has the authority to take corrective action.

1. In the processing of grievances related to merit promotion actions taken under the terms of this Article, the employee's representative will, upon request to the appropriate servicing HRO, be furnished the relevant and necessary evaluative material (e.g., the application package, interview notes, quality review results) used in the ranking process and/or by the Selecting Official that is contained in the Merit Promotion file used in the selection action, subject to the following:

a. Evaluative material will be confined to the applicants appearing on the Best Qualified List;

b. No information will be released that includes identifying information, in order to protect privacy rights;

c. If a crediting plan is to be reviewed by a union representative, he/she will perform the review in the presence of an authorized HRO official. A hard copy of the crediting plan will not be provided. The union representative may not release the contents of that crediting plan to any other EPA employee.

2. When an appropriate authority (e.g., management official or arbitrator) has determined that an employee has been affected by an unjustified or unwarranted personnel action, entitlement to back pay shall be handled in conformance with 5 CFR 550.804(a) and other applicable, laws, rules, regulations and this agreement.

S. Miscellaneous.

1. The fact that an employee is the subject of a conduct investigation will not prevent or delay his/her proper consideration for promotion, unless the Agency determines that such is necessary to protect the integrity of the Agency.

2. Upon request from the Union, the following information will be provided within a reasonable period of time, and in accordance with the Privacy Act to protect the privacy of the eligible candidates and panel members:

a. Announcement number;

b. Number of vacancies;

c. Panel scores of the candidates referred, before and after a quality review;

d. The series, grade of the employees referred, if the candidate was an employee within the unit;

e. If the candidate was not a unit employee, this will be so designated;

f. Selection action;

g. Date of selection action.

3. The Employer will maintain promotion and selection information for two (2) years or after an OPM evaluation, whichever comes first, in accordance with governing laws, rules and regulations.

REDUCTION IN FORCE

Section 1.

The provisions of this article will apply to any Reduction in Force (RIF) conducted by the Agency during the life of this Agreement. In addition any RIF will be accomplished in accordance with applicable laws, rules, and regulations. When the Employer reaches a final decision involving a reduction in force (RIF) , it will provide the Union with a written notice at the earliest possible date and not later than 90 days prior to the planned effective date, when practical. The notification will include the reason for the RIF, approximate number and types of positions, the geographic location and anticipated date of the planned action. The Agency shall provide the Chapter, upon request, with information relating to the RIF in accordance with 5 USC 7114(B)(4). In recognition that some of the information provided to the Chapter is considered private and personal to employees, the Chapter will maintain the confidentiality of that information.

Section 2.

The Employer will brief the Union to discuss the reduction in force at a mutually agreeable time as soon as possible, but no later than one (1) week after notification. The Union retains its right to negotiate the impact and implementation of the RIF where not otherwise agreed to in this Article. To minimize the impact of a RIF, the Agency will, to the extent practicable, utilize attrition of employees and other means to effect staffing reduction; and make a reasonable effort to reassign affected employees to vacant positions for which they are qualified within the competitive area. Prior to issuing specific RIF notices to employees, the Agency will seek authorization from the appropriate source(s) to offer Voluntary Early Retirement Assistance (VERA) and Voluntary Separation Incentive Pay (VSIP) to all appropriate affected employees. In the event the Agency is granted authority to offer VERA and/or VSIP to employees, the Agency will briefall affected employees.

Section 3.

The Agency will make a reasonable effort to keep employees in a competitive area anticipating a RIF generally informed of recent developments and decisions. After notification of the Chapter, the Employer may hold general meetings with unit employees. General information concerning the RIF will be provided by an all-employee notice, individually disseminated, or disseminated by email or by posting on official bulletin boards at the location(s). Except with prior approval of Office of Personnel Management (OPM), the Employer will give affected employees an information notice at least thirty (30) days prior to a specific notice.

Section 4.

Employees receiving a specific RIF notice will be advised of their entitlement to Union representation.

Section 5. Timing of a Specific RIF Notice.

The Employer shall issue specific RIF notices to employees affected by a reduction in force at least sixty (60) calendar days before the effective date of the notice.
Section 6.

In emergency situations, in accordance with applicable law and regulations, the Employer will advise the Union in advance of specific situations requiring less than the normal notice period(s), set forth above. Emergency situation in this context is defined as circumstances arising that are not reasonably foreseeable requiring a reduction in force that do not permit 60 days specific notice but at least the minimum 30 days specific notice in unforeseen circumstances. Such requests to provide notice less than 60 days require the approval of the Director of OPM.

Section 7.

Employees on detail will not be released during a reduction in force from the position to which they are detailed, but rather from the employees' official positions.

Section 8. Contents of Specific Notices.

A specific RIF notice and any attachments must contain the following information:

1. What reduction in force action is being taken (e.g., separation, demotion, furlough for more than 30 days, etc.); the reason for the reduction in force; and the effective date of the action

2. The employee's competitive area, competitive level, retention subgroup, service date, and the three most recent ratings of record received during the last 4 years.

3. The place where the employee may inspect the regulations and records pertinent to his/her case;
4. If applicable, the reasons for retaining a lower standing employee in the same competitive level;

5. As applicable, the employee's right to appeal the reduction in force action to the Merit Systems Protection Board under the provisions of the Board's regulations;

6. For employees in tenure groups I and II, but not tenure group III, information on re-employment rights, the Re-employment Priority List and Career Transition Assistance Programs and all other information required by Reduction in Force regulations. Along with the RIF notice of separation, the Agency will give the employee information concerning how to apply for unemployment insurance through his/her appropriate State office. The employee also will be given a release to authorize, at his or her option, the release of his/her resume and other relevant employment information for employment referral to State dislocated worker units.

Section 9.

Before separating any employee by RIF, the Agency will ensure the employee is enrolled in the Agency's Career Transition Assistance Program (CTAP). Also, the Agency has additional notice requirements to OPM, and to other Federal and non-Federal organizations when separating fifty (50) or more employees from a competitive area, consistent with the provisions of 5 CFR 351.803(b).

Section 10.

Bump and retreat rights will be handled in accordance with controlling regulations.

Section 11.

Salary and pay retention for affected employees will be in accordance with applicable law and regulations.

Section 12. Factors Considered in Establishing Competitive Levels.

The agency shall establish competitive levels consisting of all positions in a competitive area which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that an agency may reassign the incumbent of one position to any of the other positions in the level without undue interruption. Competitive level determinations shall be made in accordance with controlling regulations.

Section 13. Undue Interruption.

Undue interruption means a degree of interruption that would prevent the completion of required work by the employee 90 days after the employee has been placed in a different position under this part. The 90-day standard should be considered within the allowable limits of time and quality, taking into account the pressures of priorities, deadlines, and other demands. However, a work program would generally not be unduly interrupted even if an employee needed more than 90 days after the reduction in force to perform the optimum quality or quantity of work. The 90• day standard may be extended if placement is made under this part to a low priority program or to a vacant position.

Section 14.

In the event of a reduction-in-force, retention registers shall be established with employees listed by tenure group, veterans preference sub-group, and length of service (with credit for Performance included in computing total length of service). The retention registers shall be available for review except by an employee who has received a specific reduction in force notice and/or the employee's representative if the representative is acting on behalf of the individual employee, and an authorized representative from the Office of Personnel Management.

Section 15.

Upon request, an employee who has received a specific reduction in force notice, or representative, will be given the opportunity to review registers and any other records used by the Agency to the extent that the registers and records have a bearing on a specific action taken, or to be taken, against

the employee.

Section 16.

An employee who has received a specific reduction in force notice or his/her representative, if the representative is acting on behalf of the individual employee, will be given the opportunity to review the retention register with the employee's name and complete retention registers for other positions that could affect the composition of the employee's competitive level and/or the determination of the employee's assignment rights.

Section 17.

A. Additional service credit is based on the last three most recent ratings of record which were received by the employee during the four (4) year period prior to the date of issuance of specific RIF notices.

B. While the Agency is using a "Pass/Fail" performance appraisal system, the Parties will meet prior to a RIF to determine the number of years to be used for additional service credit for "Successful" performance.

C. To be creditable for RIF purposes, rating must have been issued to the employee, including all appropriate signatures and reviews, and must be on record. Performance appraisals will not be given solely to improve an employee's retention standing for RIF purposes. Assumed ratings of fully successful will be used for RIF purposes, in the absence of actual annual ratings of record.

Section 18.

For the duration of a reduction-in-force process, the Employer will provide the Union with up-to• date information and keep it informed of significant action taken regarding RIF's, transfers of function, and reorganizations.

Section 19.

At the employee's request, the Employer will notify the affected employee released as a result of a RIF of their eligibility for outplacement training in accordance with applicable regulations and policies of higher authorities.

Section 20.

The Employer will provide assistance to employees participating in the Re-employment Priority List (RPL) and the Career Transition Assistance Program (CTAP). Assistance will be given in locating the appropriate local state employment security agency (employment office) that should have the information to inform the employee of any benefits that may be available to the affected employee.

Section 21.

Any career or career-conditional employee who is separated because of reduction in force will be placed in a re-employment priority list and such employees will be considered for rehiring in accordance with

applicable regulations.

Section 22.

In accordance with applicable regulations, the Employer will grant a reasonable excused absence to an employee moving outside the competitive area as a result of RIF or transfer of function to find new housing.

Section 23. The Employer will pay relocation expenses for all employees affected by RIF and directed by the Employer to a position within the Agency but outside of the commuting area in accordance with applicable law and regulation.

Section 24.

The Employer will provide information to the affected employee and keep the employee informed on the reduction in force as it affects the employee.

Section 25.

The Employer will refer any Group I or II displaced employee to the Office of Personnel Management (OPM) for consideration for employment under OPM's Displaced Employee Program, per the provisions of 5 CFR 330.

Section 26.

The Employer will cooperate with OPM by referring displaced employees to the Interagency Career Transition Assistance Program under applicable law and regulations.

Section 27.

The Employer will maintain all lists, records and information pertaining to the reduction-in-force for at least one (1) year in accordance with applicable law, rules and regulations.

Section 28. RIF Competitive Areas

The minimum competitive area is a subdivision of the Agency under separate administration within the local commuting area. The local commuting area is the geographic area that usually constitutes one area for employment purposes. It includes the population center and the surrounding localities in which people live and can be reasonably expected to travel back and forth daily to their usual employment.

Section 29.

Management may exclude positions from a competitive level only upon a showing that movement would create undue interruption to a degree that would prevent the completion of required work within deadlines or other demands, or cause impairment to the Agency's mission.

Section 30. RIF Involving Excepted Service Employees

RIF's involving Excepted Service employees will be handled in accordance with law and appropriate regulations. Excepted Service employees do not compete with Competitive Service employees; they compete only with others in the same appointing authority and in the same competitive area.
Excepted Service employees have no assignment rights and may not be placed on re-employment priority lists (5 CFR 330.201). Excepted Service employees may not participate in OPM's Displaced Employees Program unless the individual has competitive status and was released from Group I or II (5 CFR 330.303(b)(1)).

Section 31.

Employees separated from employment due to a RIF will receive severance pay in accordance with the provisions of 5 CFR 550 Subpart G.

REASSIGNMENTS

Section 1. General

A. Consistent with applicable laws and regulations, the Employer's right to assign work and determine the skills and qualifications necessary to perform a particular work assignment, is the right to reassign employees. The provisions of this Article apply solely to reassignments within the bargaining unit.

B. A reassignment is a permanent change from one position to another without promotion, demotion, or break in service. The decision to reassign employees between positions or work units will be based on management goals and operational considerations.

C. The Employer will give reasonable consideration to an employee's request for reassignment, or a request not to be reassigned, based upon organizational needs and an employee's reasons for the request, including personal hardship.

D. Employees who are reassigned from one position to another without promotion, demotion, or break in service will be required to submit an updated resume or equivalent documentation as specified by the agency.

Section 2. Employer Initiated Reassignment

A. When the Employer initiates a reassignment, the Employer will provide an employee with advance written notice of a reassignment as far in advance as practical, but not less than one pay period, unless the employee requests an immediate reassignment. The employee will receive a Standard Form 50 documenting the reassignment and a copy of the position description for the new position. An employee who is reassigned will be given a reasonable period of time to learn and satisfactorily perform the functions of his/her new position, in accordance with Article 9 Performance Appraisal and Recognition System (PARS).

B. Management may reassign without first soliciting for volunteers in order to expeditiously reassign one or more employees because of mission or management related needs, When practicable, the Agency may advise the appropriate NTEU Chapter whenever it needs to act expeditiously to fill a reassignment based on mission or management related need.

C. Prior to directing a reassignment, however, management will consider soliciting qualified volunteers for the reassignment when the reassignment opportunity is available to more than one employee. When seeking qualified volunteers to address a mission or management-related need, and merit promotion competition does not apply, the Employer will follow the following procedure:

1. Identify areas from which the reassignment will come;

2. Identify those employees who are qualified to fill the vacant position(s). In determining who is qualified to fill the positions, consideration will include:

   a. Qualifications needed for an employee to satisfactorily perform in the positions; and

   b. The skills and knowledge needed to effectively and efficiently accomplish the work.

3. Solicit volunteers from among these employees to determine if anyone is interested in a reassignment.

4. Consider factors such as employee knowledge, skills, abilities, experience, attitudes and interpersonal competencies, organizational workload, mission, goals and deadlines, developmental needs and other relevant job qualifications in determining who will be reassigned. The Employer will also consider an employee's personal hardship that may result from the reassignment.

5. Interview all, some or none of the qualified volunteers for the voluntary reassignment.

Section 3. Employee Request for Reassignment

Employees desiring reassignment within the Agency may either apply for vacancies through the merit promotion process, request a reassignment within their current organization or request a reassignment directly to another EPA organization in which they are interested.

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Section 4. Change in Duty Station

If a reassignment requires a change in duty station, the Employer agrees to provide the employee(s) a reasonable amount of time to accomplish the change in duty station. If the work of the employee's former position needs to be completed by the employee prior to the change in duty station, the Employer will provide the employee a reasonable amount of time to complete the work.

It is understood that in some circumstances employees may wish to consider applying for remote work in connection with such reassignments.

Section 5. Reassignments with Promotional Potential

Reassignments to positions with promotion potential higher than the employee's current position are processed under the provisions of the Merit Promotion Article (Article 12) of this Collective Bargaining Agreement.

Section 6. General Communication. Upon request of the employee, the Employer will communicate to an employee in writing the reasons for its decision relating to the employee's request for reassignment or request not be reassigned.

RIGHTS OF THE EMPLOYER

Section 1. Authority of the Employer

A. In accordance with and subject to the Civil Service Reform Act of 1978, nothing shall affect the authority of the EMPLOYER:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

2. In accordance with applicable laws;

    a. To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

        (1) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted;

        (2) With respect to filling positions, to make selections for appointments from:

            a. Among properly ranked and certified candidates for promotion or;

            b. Any other appropriate source; and

3. To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

COVERAGE

Section 1. Exclusive Recognition

The Environmental Protection Agency (EPA), hereinafter known as the Employer or the Agency, recognizes the National Treasury Employees Union (NTEU), hereinafter known as the Union, as the exclusive representative for the

following employees:

Headquarters

Included: All professional employees of the U.S. Environmental Protection Agency Headquarters.

Excluded: Professional headquarters employees of Ada, Oklahoma, Ann Arbor, Michigan, Athens, Georgia, Cincinnati, Ohio, Corvallis, Oregon, Edison, New Jersey, Gross Isle, Michigan, Gulf Breeze, Florida, Las Vegas, Nevada, Montgomery, Alabama, Narragansett, Rhode Island, and Newport, Oregon; professional headquarters employees in the Raleigh, Durham, Chapel Hill area of the National Environmental Research Center, Triangle Park, North Carolina; all non-professional employees, management officials, supervisors, experts appointed under 5 C.F.R. 304.101, Commission Corps Officers, employees on an IPA assignment, intermittent employees, temporary employees of 90 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Region IX

Included: All nonprofessional employees of Region IX, Environmental Protection Agency.

Excluded: Professionals, supervisors, management officials, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, Public Health Commissioned Officers, State assignees, employees detailed to EPA from other agencies, temporary employees of less than 90 days, Neighborhood Youth Corps Trainees, and College Work-Study students.

Cincinnati, Ohio

Included: All professional and nonprofessional General Schedule employees of the U.S. Environmental Protection Agency, Cincinnati, Ohio.

Excluded: Management officials, supervisors, intermittent employees, temporary employees of 90 days or less, Commissioned Corps employees, employees on Intergovernmental Personnel Act (IPA) assignment, co-op and student employees, employees of the following components: Office of Prevention, Pesticides and Toxic Substances; Office of Science Policy; Emergency

Response Team; Office of Civil Rights; Office of the General Counsel; and employees described in 5 U.S.C §7112(b)(2), (3), (4), (6) and(7).

Edison, New Jersey

Included: All professional and nonprofessional General Schedule employees of the Environmental Protection Agency, National Risk Management Research Laboratory, Urban Watershed Management Branch, located in Edison, New Jersey.

Excluded: Members of the U.S. Commission Corps; employees on an Intergovernmental Personnel Act (IPA) assignment; co-op and student employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Region VII

Included: All professional employees of Region VII, EPA, Kansas City, Kansas. Excluded: All nonprofessional employees; Commissioned Officers; management officials; supervisors; and employees described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

Section 2. Other Units

If the Union becomes certified as the exclusive collective bargaining representative for any employees or bargaining unit not currently covered by this Agreement, this Agreement shall extend automatically to all employees covered by that certification on the sixtieth (60^{th}) day following the certification of such unit. However, the dues withholding provisions of the Agreement shall be applicable upon certification of the Union.

Section 3. Not Covered

The terms and conditions of the Agreement do not apply to employees or positions of the Agency not a part of the bargaining units listed above, subject to Section 2

RETIREMENT/RESIGNATION

Section 1. Withdrawal of Resignation/Retirement Application

Employees may request to withdraw a resignation or retirement any time before it becomes effective. The Agency may decline a request to permit an employee to withdraw a resignation or retirement before its effective date only when the Agency has a valid reason and explains that reason to the employee. A valid reason includes having hired a replacement for the retiring/employee.

Section 2. Access to Union Retirement Information

The Employer will allow local Union representatives the opportunity to provide to all retiring

bargaining unit employees a package of information.

Section 3. Counseling

The Employer will make available information to each requesting employee who separates voluntarily or involuntarily as to his/her rights and benefits under the applicable retirement system.

Side Letter

Scientific Integrity

The parties agree that Scientific Integrity matters may be bargained through the midterm collective bargaining process, and the agreement reached will go into effect following the agency head review process in connection with midterm bargaining. Any agreement reached during midterm bargaining regarding Scientific Integrity will be considered incorporated into the parties' new term collective bargaining agreement consistent with applicable law, rule or regulation. The agreement will be subject to all terms contained in the Collective Bargaining Agreement, including but not limited to those regarding duration.

SICK LEAVE

A. The employee shall use and earn sick leave in accordance with applicable laws and regulations. Accrued sick leave shall be granted to employees when they are:

1. Incapacitated for the performance of their duties by sickness, injury, pregnancy, or childbirth;

2. Receiving medical, dental or optical examination or treatment, including time spent traveling to and from the medical appointment;

3. Providing care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, or who is receiving medical, dental, or optical examinations or treatment (subject to the limitations set forth in 5 CFR 630.401);

4. Making arrangements necessitated by the death of a family member or attending the funeral of a family member subject to the limitations set forth in 5 CFR 630.401;

5. Certified by the health authorities having jurisdiction or by a health care provider, as jeopardizing the health of others by his or her presence on the job because of exposure to a communicable disease; or

6. Absent for duty for purposes relating to the adoption of a child, including

appointments with adoption agencies, social workers, and attorneys, or travel, court proceedings, and any other activities associated with the adoption process.

Employees may use sick leave in increments of no less than 15 minutes.

Section 2. Providing Care for Family Members

A. Per 5 CFR 630.401, Full-time employees are authorized sick leave use of up to a total of 40 hours per year and an additional 64 hours per year to employees who maintain a balance of 80 hours of sick leave in order to pursue the following:

1. Provide care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or

2. Make arrangements or attend the funeral of a family member.

B. Per 5 CFR 630.401, an employee who is caring for a family member with a serious health condition may use not more than 480 hours of sick leave (pro-rated for part-time employees) during a leave year to care for the family member.

1. Any leave taken under the provisions of section (A) must be subtracted from the maximum number of hours authorized under this section. If an employee uses the maximum allowable period of time under this section, the employee is not eligible for the leave authorized under section (A).

C. For sick leave approved under the provisions above, family member means:

1. Spouse, and parents thereof;

2. Children including adopted children and spouse thereof;

3. Parents;

4. Brothers and sisters and spouse thereof; or

5. Any individual related by blood or affinity whose close association with the employee is equivalent to a family member (a domestic/life partner relationship meeting this definition qualifies for the use of sick leave as detailed above).

Section 3. Procedures for Requesting Sick Leave

A. If the use of sick leave cannot be anticipated, the request for approval shall go to the immediate supervisor or designee within two hours after the start of the employee's normal tour. Should the employee be unable to reach the immediate supervisor or designee, the employee will notify them by telephone/voicemail, email or text.

B. An employee will inform her/his supervisor or designee of the anticipated duration of the absence. If the absence extends beyond the anticipated period, the employee will inform his/her supervisor or designee of the situation promptly.

C. When possible, sick leave for a non-emergency medical, dental or optical examination, operation or treatment shall be requested when the employee becomes aware of the need to take sick leave. Such requests shall be approved unless workload exigencies exist, in which event, the employee would be notified as soon as possible, so that other appointments can be made.

Section 4. Medical Documentation

A. For sick leave of not more than three (3) consecutive days, the employee shall not be required to submit medical certification or other acceptable evidence unless there is reasonable evidence of abuse. Medical certification means a written statement signed by a registered physician or other recognized practitioner certifying the incapacitation, examination or treatment, or the period of disability while the employee was receiving medical care. The supervisor may waive the requirement to provide medical certification when the employee suffers from a well documented, chronic medical condition that requires infrequent absences in excess of three days. Any medical documentation or

evidence submitted by an employee is confidential and may be discussed with other officials only on a need to know basis.

B. If the Employer suspects abuse of sick leave based on a pattern of usage, the Employer will discuss with the employee his/her pattern of leave usage and the reason(s) for the pattern offered by the employee will be considered. If the Employer determines that the employee's leave pattern may indicate an abuse of sick leave, the employee will be advised in writing that an acceptable medical certification as defined in 5 CFR 339 will be required for each subsequent absence for which leave for sick purposes is requested. This written notice is referred to as a leave restriction letter and shall explain the basis for the action. The leave usage of an employee under sick leave restriction will be reviewed every six (6) months and a written decision to continue or lift the restrictions made. If a meeting is held to discuss the results ofthe supervisor's decision to lift or continue, the employee shall have the right to have a Union representative at the meeting.

C. An employee on leave restriction must provide medical documentation in accordance with the terms of the restriction.

D. A sick leave restriction letter shall also apply to the uses of all types of leave used for sick leave purposes.

Section 5. Attend Health Unit

Except for an emergency, an employee must notify the appropriate official before leaving the work site to go to an agency health unit. An employee who is returned to duty in 59 minutes or less will not be charged leave. Should the health unit recommend that the employee be sent home and the employee is released within 59 minutes of leaving the work site, the initial 59 minutes will not be charged to leave. The employee is responsible for notifying the supervisor or designee immediately that he/she will not be returning to work. Other than an employee on leave restriction, no employee will be required to furnish a medical certificate to substantiate use of sick leave for that day only.

Section 6. Alternative to Sick Leave Usage

Absences qualifying for the use of sick leave may be charged to annual, earned credit hours, earned compensatory time provided the employee gives the appropriate notification to the supervisor. Such absences may also be charged to LWOP if so requested in advance by the employee and approved by the supervisor.

STUDENT LOAN REPAYMENT

Section 1. Student Loan Repayment Plan

The Employer has established a Student Loan Repayment Plan in accordance with 5 U.S.C. 5379 and 5 C.F.R. 537 and other government-wide rules and regulations. Implementation of the Student Loan Repayment Program is subject to the availability of funds. The Employer may use the plan as an incentive to recruit highly qualified candidates and to retain highly qualified employees likely to leave for employment outside the Federal service, at the Agency's discretion.

Section 2. Criteria

There is no entitlement to participation in the Student Loan Repayment Plan. The Employer may use this student loan repayment incentive on a case-by-case basis in accordance with 5 C.F.R. Section 537. Under the Plan, employees may be considered for loan repayment assistance up to the statutory limit, which is currently $10,000 per calendar year, with a total limitation of not more than $60,000 for any one employee.

Section 3. Coverage

The Employer may offer student loan repayment incentives to recruit or retain the following full•time or part-time employees:

- Permanent employees (including employees serving on indefinite appointments);
- Employees serving on term or excepted appointments with at least 3 years remaining on their appointments;
- Employees serving on excepted appointments that can lead to non-competitive conversion to term, career, or career-conditional appointments

The following employees are ineligible for the Student Loan Repayment Program:

- Employee who separates from the agency, either voluntarily or involuntarily;
- Employee who does not maintain an acceptable level of performance; acceptable level of performance is performance that is fully successful or higher;
- Employee who violates a condition in the service agreement

Section 4. Service Agreement

Once approved, employees must sign a written service agreement that requires the employee to complete, at a minimum, a three-year period of employment with the Employer regardless of the

amount of the loan repayment authorized. If the employee separates voluntarily or is separated involuntarily for misconduct or poor performance before fulfilling the service agreement, he or she must reimburse EPA for any of the amount of the benefit received. (See 5 USC 5379.) Loss of eligibility in the program and employee reimbursement to the Agency are described, respectively, in 5 CFR Parts 537.108 and 109 and in Sections 3 and 5 of this Article.

Section 5. Requirement to Reimburse and Waiver Request

A. Pursuant to 5 CFP Part 537.109, Employee Reimbursement to Government, an employee is indebted to the Federal Government and must reimburse the paying agency for the amount of any student loan repayment benefits received under a service agreement if he or she–

1. Fails to complete the period of service required in the applicable service agreement (except as provided by paragraph (b) of this section); or

2. Violates any other condition that specifically triggers a reimbursement requirement under the agreement.

B. An agency may not apply paragraph (a) of this section based on an employee's failure to complete the required period of service established under a service agreement if –

1. The employee is involuntarily separated for reasons other than misconduct, unacceptable performance, or a negative suitability determination under 5 CFR part 731; or

2. The employee leaves the paying agency voluntarily to enter into the service of any other agency, unless reimbursement to the agency is otherwise required in the service agreement, as provided by § 537.107(e).

C. If an agency and an employee mutually agree to modify an existing service agreement to provide additional student loan repayment benefits for additional service (as provided by § 537.107(b)), the modified service agreement may stipulate that, if the employee completes the initial service period but fails to complete the additional service period, he or she is required to reimburse the paying agency only for the amount of any student loan repayment benefits received during the additional service period.

D. If an employee fails to reimburse the paying agency for the amount owed under paragraph (a) of this section, a sum equal to the amount outstanding is recoverable from the employee under the agency's regulations for collection by offset from an indebted Government employee under 5 U.S.C. 5514 and 5 CFR Part 550, subpart K, or through the appropriate provisions governing Federal debt collection if the individual is no longer a Federal employee.

E. An authorized agency official may waive, in whole or in part, a right of recovery of an employee's debt if he or she dete1mines that recovery would be against equity and good conscience or against the public interest. (See 5 U.S.C. 5379(c)(3).)

F. Any amount reimbursed by, or recovered from, an employee under this section must be credited to the appropriation account from which the amount involved was originally paid. Any amount so credited must be merged with other sums in such account and must be available for the same

purposes and time period, and subject to the same limitations (if any), as the sums with which merged. (See 5 U.S.C. 5379(c)(4).)

Section 6. Reporting

Once a year, upon request, the Employer shall provide NTEU the following for NTEU bargaining unit employees:

- number of employees selected to receive student loan benefits;
- name and job classification of the employees selected to receive benefits; and
- the amount of benefit received by each employee.

Nothing herein precludes the Union from requesting additional information concerning the student loan repayment program consistent with 5 U.S .C. 7114(b)(4).

TELEWORK AND REMOTE WORK

Insert telework and remote work policies agreed to in the parties' 2022 telework and remote work MOU into Article 54 to replace existing language, with the following adjustments to the 2022 MOU:

Delete the following language in Section II, in the telework policy:

~~When this policy and a collective bargaining agreement conflict, the Collective Bargaining Agreement (CBA) shall govern unless the parties mutually agree otherwise.~~

In the scope section, update the language as follows:

1. This policy does not cover employees of the Office of Inspector General, or agency employees on details or IPAs to Congress, other agencies, departments, or organizations.
    a. Proposed change: This policy does not cover employees of the Office of Inspector General, or agency employees on external details or IPAs to Congress, other agencies, departments, or organizations.
2. Current remote work text, pg. 3, section *scope*, 1st paragraph: This policy does not cover employees of the Office of Inspector General or agency employees on details or IPAs to other agencies, departments or organizations.
    a. Proposed change: This policy does not cover employees of the Office of Inspector General or agency employees on external details or IPAs to other agencies, departments or organizations.

In section VIII, please update as follows:

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

• The employee has sufficient portable work for the amount of telework requested;

• The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;

• The employee agrees to return to the agency worksite on a telework day if required to do so by their supervisor with at least 48 hours' notice;

• The employee continues to comply with the terms of their written and approved telework agreement; and

• Arrangements are in place for dependent/elder care, if dependent care or elder care

would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

Employees may not telework work if:

• The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;

• The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;

• The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or

• The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

Management will determine if authorizing an employee to perform telework is appropriate in accordance with this policy and based on equitable function-based criteria, including job functions and not managerial preference.

Delete the following sections in the telework policy:

~~In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.~~

XX. WAIVER

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

XXI. MATERIALS SUPERSEDED

a. EPA Order 3110.32, *Telework Policy* (July 28, 2020).

XXII. REFERENCES

a. The Telework Enhancement Act of 2010

b. Public Law 106-346, § 359: Requires all Executive agencies to establish telework policies

c. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds beset aside for

Executive agency employees to use telework centers

d. 5 USC 65: Telework

e. 5 CFR 351.203: Definitions

f. 5 CFR Part 530: Pay Rates and Systems (General)

g. 5 CFR Part 531: Pay Under the General Schedule

h. 5 CFR Part 550: Pay Administration

i. 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station

j. 5 USC 5702: Per diem; employees traveling on official business

k. EPA Delegation 1-17-A (September 13, 2011) *Domestic Travel.*

l. EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs)for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*

m. *Guide to Telework in the Federal Government* (April 2011), OPM

n. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM

o. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021),

19

March 8, 2022

OPM

p. *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

Make the following modifications to the current Remote Work language:

Delete the following language in Section II:

When this policy and a collective bargaining agreement conflict, the CBA shall govern unless the parties mutually agree otherwise.

Delete the following Sections:

XX. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

XXI. WAIVER

Any request to waive the requirements of this policy must be submitted in writing to the AA/RA (or

designee) for consideration by the OMS AA (or designee).

XXII. MATERIALS SUPERSEDED

• EPA Order 3110.32, *Telework Policy* (July 28, 2020)

XXIII. REFERENCES

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~~• The Telework Enhancement Act of 2010~~

~~• Public Law 106-346, § 359: Requires that all Executive agencies establish telework policies~~

~~• Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires that funds be set aside for Executive agency employees to use telework centers~~

~~• 5 USC 65: Telework~~

~~• 5 CFR 351.203: Definitions~~

~~• 5 CFR Part 530: Pay Rates and Systems (General)~~

~~• 5 CFR Part 531: Pay Under the General Schedule~~

~~• 5 CFR Part 550: Pay Administration~~

~~• 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station~~

~~• 5 USC 5702: Per diem; employees traveling on official business~~

~~• EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel.*~~

~~• EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs) for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*~~

~~• *Guide to Telework in the Federal Government* (April 2011), OPM~~

~~• *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM~~

~~• *Requirements for Executive Branch Employees Teleworking in Foreign Locations* (June 2016), U.S. State Department~~

~~• *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23, 2021), OPM~~

~~• *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM~~

Update the language in Section IX as follows:

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The immediate supervisor must initiate and the employee's DRA (or their designee) must approve the remote work request based on a determination the employee meets all required criteria of this Policy. If the request is not approved, the DRA (or their designee) will respond in writing specifically identifying the reason the request was denied. Such decision will be subject to existing Agency or negotiated grievance procedures. Final approvals or denials of remote work requests will be provided to the employee as soon as practicable, which generally will not exceed thirty (30) days ~~ninety 90~~ from when the request was originally submitted by the employee. ~~ninety 90~~ In circumstances where an employee with an existing remote work agreement requests that their immediate supervisor modify their official worksite on temporary basis, any approvals or denial will be provided as soon as practicable, and generally no later than two~~one~~ (2~~1~~) weeks ~~three (3) weeks one (1) week~~ from the date of the request. In situations involving a personal hardship ~~(e.g. needing to urgently care for a family member, etc),~~ the supervisor will endeavor to ~~make every effort to~~ expedite a response.

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For all remote work, the official worksite is the RWL. Supervisors or managers must prepare and submit to the appropriate servicing HR SSC at least 30 calendar days prior to the effective date, the required personnel documentation (i.e., Request for Personnel Action, Standard Form 52) to change an employee's official worksite to their RWL. The SF-52 must include a copy of the employee's approved remote telework agreement and the following information:

TRAINING

Section 1. General

The Parties agree that the training and development of employees is a matter of importance to fulfilling the mission of the Employer.

A. The Employer agrees to provide employees with training necessary to assist employees in the performance of official duties, subject to budgetary and workload considerations. Training opportunities will be based on such factors as the organization's need for the new skills to meet organizational objectives, the

employee's need for the training to acquire skills necessary to perform the duties associated with meeting organizational objectives, and the employee's potential for successfully completing the training and applying the new learning to the job. Employees may raise as a defense in performance related action, when relevant, the failure by the Employer to make available training which the Employer deemed necessary for the performance of the employee's currently assigned duties.

B. Employees are encouraged to participate in professional activities of their occupation. The Employer will give consideration to requests for annual leave, leave without pay, use of earned credit hours or compensatory time, or duty time, as appropriate, to participate in training, professional meetings, professional development, conferences, or continuing education courses. The Employer will make a special effort to grant employee requests, absent workload exigencies, for duty time to take examinations, training or continuing courses, if required to meet a condition of continued employment.

A. To the extent that law, rule, regulation and budget allows, the Employer may pay for all or part of the employee's recertification for a professional credential that is required to perform agency duties as defined in the official job description.

Section 2. Selection for Conferences/Courses not Specifically Related
For training courses/conferences not specifically related to employee needs, but furthering an agency goal, when one or more employees in a unit will be allowed to attend because the course is considered to provide beneficial training, the Employer will select attendees based on factors such as the following: the value of the conference/course offering to the employee and employing organization, whether the employee will be actively participating in the course/conference, the extent to which the employee has not had the opportunity to attend similar course/conferences in the past, and whether the employee is an officer or member of the organization presenting the conference/course.

Section 3. Access to Training

A. As supervisors are made aware of OPM or EPA training opportunities generally applicable to employees in the work unit, the supervisor will make the information available to employees except where the information is disseminated to all employees in the unit through either email notices or computer data bases ("unit", for purposes of this section, refers to employees working for common first-level supervisor). Employees have an individual responsibility for researching training opportunities that can increase their potential or enhance their opportunity for advancement.

B. When new technology or equipment is introduced in a unit and creates the need for different knowledge, skills, or abilities in that work unit, the Employer agrees, if practicable, to provide training to those employees directly affected.

Section 4. Approval for Training

B. Subject to budgetary and workload considerations, in order to be approved, all requests for training expenses must meet the following criteria:

1. The training will contribute to an increased ability to perform his/her current job or a job he/she has been assigned to fill or to the mission of the Agency;
2. Comparable training is not available through EPA developed courses, and it would be too costly for EPA to develop a suitable program;

3. Reasonable inquiry has failed to disclose suitable, adequate, and timely programs being offered without cost by other government agencies within the local area;

4. The course meets the needs of the employee and the Employer as well as or better than other courses of its nature which may also be available at that time;

5. The course is not being taken primarily for the purpose of obtaining a degree.

6. The employee agrees in writing to meet any continuing service agreement established pursuant to 5 CFR 410 and the EPA Training Policy.

C. Employees who fail to satisfactorily complete training for which the costs have been approved and authorized by the Employer shall reimburse the Employer for all tuition and related expenses that it incurred for such training. If the reason for non-completion of the training is beyond the employee's control, the Employer may waive this requirement. Employees who are approved and authorized to attend other types of training are expected to maintain satisfactory attendance records and complete the course requirements.

D. An employee who is unable to attend training for which he/she has been authorized shall inform the Employer of his/her inability to complete the training as soon as possible after becoming aware of the impediment to attendance, in order to provide the maximum opportunity for the Employer to make other arrangements (e.g., obtain a refund of fees paid, substitute another employee into the course, etc.)

Section 5. Duty Time

Duty time will be granted to take authorized directed training. Additionally, duty time may be granted to take authorized non-directed training provided that the employee's absence would not create a workload or staffing problem, the course offering is unavailable during non-duty hours/the employee is unable to attend during non-duty hours, and it is impracticable for the employee to use annual leave, leave without pay, credit hours, compensatory time or to change the regularly scheduled hours of work.

Section 6. Career Development

The Employer, if requested by the employee, will discuss the employee's personal career development opportunities and goals. When an employee learns of a training opportunity in which he/she is interested, the employee should discuss the opportunity with the supervisor and document such training requests in mid-year and end of year evaluations and IDPs.

Section 7. Merit Promotion Principles

Competitive procedures contained in the Merit Promotion Article apply to selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for promotion, per 5 CFR 335.103(c).

Section 8. Information Concerning Training Allocations
At the mid-point of the fiscal year, and upon request, the Agency will provide the local NTEU Chapter with the amount of money spent on training.

TRANSIT SUBSIDY

1. Subject to the availability of funds, the Agency will support the transit subsidy program as a tax-free benefit under the Internal Revenue Service Code. The amount of the subsidy is based on the employee's actual commuting costs and cannot exceed the costs incurred nor may it exceed the maximum allowable benefit under the Internal Revenue Service Code. Should Congress or the IRS increase the maximum allowable amount, the agency will consider raising the amount reimbursable under the EPA program for future subsidies.

UNION RIGHTS

A. The National Treasury Employees Union has been accorded recognition as the exclusive representative of the employees in the unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union has the right to negotiate with respect to changes in personnel policies, practices, and other matters affecting working conditions. The Union may refuse to represent employees in proposed disciplinary actions, in statutory appeals (for example, adverse actions and equal employment opportunity complaints) and in any other matters permitted by law.

Section 2. Formal Discussions

A. The union shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, changes in personnel policies and practices, or other matters that affect working conditions of employees in the unit. The Union President or designee will be notified via electronic mail at the earliest practicable date in advance of any formal meetings; but no less than three (3) workdays in advance of the meeting(s). NTEU recognizes that circumstances may arise with regard to health, safety, facility, or security concerns that require immediate action. In those circumstances, the Employer will provide the
NTEU with notice of a formal meeting as soon as possible. If NTEU is unable to provide representation at the meeting due to time constraints, the Employer will give reasonable consideration in, providing up to two (2) additional days to ensure representation.

B. The union representative will introduce him/herself to the organizer of the meeting, stating his/her role for attending the meeting is to represent the interests of the bargaining unit. The
Union representative may participate in such discussions in an orderly fashion, may ask questions, and may outline the Union's position concerning the issue(s) discussed. The Union representative may also inform employees that if any of them wish to discuss or consult with the
Union on the meeting topics further or in private, the employee may come to the Union office or another area to meet. If an employee(s) wishes to discuss or consult with the Union regarding any matters discussed at the meeting, he/she may do so in accordance with the procedures contained in Article 3, Section 9.

Section 3. Right to Represent Employees without Restraint, Interference, Coercion, or Discrimination

A. The Employer shall not restrain, interfere with, coerce, or discriminate against designated representatives of the Union in the official exercise of their responsibilities as representatives for the purpose of collective bargaining, processing grievances, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

Section 4. Bargaining Unit Status Report

A. For each NTEU Chapter, the Employer will provide at no cost electronic reports of bargaining unit employees each quarterly. These bargaining unit status reports will be in an excel spreadsheet or similar format with similar functionality and will include the following information: the employee name,

employee ID number, e-mail address, grade and step, position title, organizational element/unit broken down by Region/Assistant Administrator-ship, Office, dues status, Division and Branch, and location/building code. In the event a Union Chapter brings any discrepancies or inaccuracies in the quarterly bargaining unit status report to the Employer's attention, the Employer shall resolve, as soon as practicable, the issue and demonstrate that the issue has been resolved no later than twenty-one (21) calendar days following the report of the discrepancy or inaccuracy to the Employer, unless an extension is mutually agreed to by the parties.

Updates to Labor Union Movement Report

, The Labor Union Movement Report will be updated to add fields including any bargaining unit employees who have severed employment with the agency, and any employees who have been newly hired into a bargaining unit position, during the timeframe covered by the report.

Section 5. Orientation of New Bargaining Unit Employees

A.

B. Representatives of the local Chapter will be allowed to participate in the orientation for new bargaining unit employees, in order to inform them of the Union's exclusive recognition status and to provide the employee(s) with literature as determined by the local Chapter, and discuss the parties' Collective Bargaining Agreement. NTEU may produce and distribute any NTEU provided orientation materials which may include a list of names, phone numbers, office location, and email addresses of applicable Chapter President, Vice President, Chief Steward, and Membership Chairperson. The representatives will be given up to 30 minutes at the orientation session to engage in the aforementioned activities with new bargaining unit employees. If orientations are held virtually the local Chapter will be allowed to participate in the orientation by virtual means in accordance with this Article. The agency will coordinate with the union to establish a virtual breakout room if requested by the union. ~~At least one week~~ , ~~prior to each orientation session~~ When the information becomes available the agency will provide the Chapter President with the list of all bargaining unit employees scheduled to attend the orientation, along with their email address, job classification, grade, and division and AAship.

C. NTEU may, during the time provided, introduce the Union at orientation by showing an NTEU video. Management will work with the NTEU to provide technical assistance to facilitate the use of available equipment for the viewing of the video.

D. If an employee is not included in a group orientation the appropriate Chapter will be notified and afforded up to thirty (30) minutes to meet with the employees on the employee's first day, or as soon as practicable following the employee's first day.. the. If a current EPA employee is newly added to the NTEU bargaining unit and is not scheduled to attend the new hire orientation, and the employee expresses interest in meeting with a union representative, the Chapter will be afforded up to thirty (30) minutes to meet within the first thirty (30) days of when the employee was transferred into the bargaining unit. If additional time is required for orientation related matters the employee shall make a request in accordance with Article 3, Section 9.

E. Upon request, all other procedures for participation and notification of orientation sessions will be handled at the local level.

Section 6. Briefing on Term Agreement

Each local Chapter shall be granted up to two (2) hours of official time to brief bargaining unit employees on the contents of the term agreement. When necessary, the two (2) hour briefing can be extended by mutual agreement to three (3) hours. At the Union's election, one briefing will be held at each location, except HQ which may have four separate briefings. The briefings shall occur within sixty (60) workdays from the time the Collective Bargaining Agreement is distributed pursuant to Article 7, Section 9.

Section 7. Union Access to Information Regarding Changes in Personnel Policies, Practices, Conditions of Employment, and/or New Rules or Regulations

A. The Employer recognizes its obligations to provide the Union and its representatives with relevant and necessary data within (a reasonable time period pursuant to the standards set forth in 5 USC Section 7114(b)(4). When a request cannot be fulfilled within five (5) working days, the Agency will notify the Union. The parties will then confer to discuss a timeline for the production of the information, modification of the request, and providing/receiving the information that is available early in an interim response. The parties may also agree to postpone or amend deadlines relating to Union-initiated actions that may be impacted by an information request.

B. The Employer will provide the Union with the website or an electronic copy (or a hard copy if not available electronically or on website) of all changes (if available, reflecting such changes in the documentation, such as through track changes, crosswalks, etc.) to EPA Orders, Directives, Manuals, and issuances relating to personnel policies, practices, procedures, and matters affecting working conditions of bargaining unit employees .

Section 8. Bargaining Unit Surveys

Prior to surveying bargaining unit employees, the Employer will provide the Union with a copy of the survey document and allow the Union an opportunity to comment on it. The Union will receive a copy of any survey results obtained.

DURATION

A. This Agreement shall remain in effect for a period of four (4) years from its effective date and shall be automatically renewable for an additional one (1) year period unless either Party notifies the other Party, in writing, at least sixty (60) days, but not more than 105 days prior to the expiration date of its intention to reopen, amend, modify, or terminate this Agreement. The Parties will agree on mutually satisfactory ground rules for the conduct of these negotiations. This Agreement shall continue in full force until a new Agreement has been approved.

B. If neither the Agency nor the Union serves notice on the other to renegotiate the Agreement, it will be automatically renewed for 1 year periods, subject to the other provisions of this article. Any provision of the Agreement conflicting with a government-wide regulation issued during the term of the Agreement will be brought into compliance with the controlling regulation effective with the renewal date following notice and any bargaining under Article 33.

Section 2. Mid-Term Reopener

Either party may reopen this Agreement 20 months from the effective date of this Agreement. The parties desiring to reopen the Agreement will notify the other party in writing not less than sixty (60) days, but not more than ninety (90) days prior to the 20th month anniversary of the Agreement by presenting written proposals. Each Party is limited to reopening four (4) articles in this Agreement. The parties will meet within 45 days of receipt of the request to reopen the agreement.

Section 3.

A. If either party desires to renegotiate this Agreement upon termination, it will notify the other party in writing not less than 60 days, but not more than 105 days prior to the expiration date of the agreement (or anniversary date if the agreement has been extended).

1. The written notice may be accompanied by proposed ground rules.

2. Once the request to renegotiate the Agreement is served, the Parties will set up a meeting to negotiate ground rules within 45 days of the service of the notice.

WITHIN-GRADEINCREASES

Section 1. Criteria for Granting a Within-Grade Increase

A. An employee will be granted a within-grade increase when he/she has completed the required waiting period and the employee has performed at an acceptable level of competence during the waiting period as follows:

1. One year to move to steps 2, 3, and 4

2. Two years to move to steps 5, 6, and 7

3. Three years to move to steps 8, 9, and 10

B. Supervisors are responsible for keeping employees informed of the acceptability of their work on a regular basis.

C. An employee is regarded as having reached an acceptable level of competence when the employee's demonstrated work performance in all critical elements meets or exceeds standards established at the "Fully Successful"/pass level, and when the employee's rating of record is "Fully Successful"/pass or higher.

D. Where employees have been assigned to their present supervisor for less than ninety (90) days, and the supervisor cannot adequately assess the employee's performance, the supervisor shall secure the views of the employee's previous supervisor, when available, before making a determination.

Section 2. Denial of Within-Grade Increase

A. Consistent with the principle in Article 9, section 24, a supervisor will give ample warning, normally not less than thirty (30) calendar days prior to the within-grade increase due date, to an employee whose performance does not or may not meet the acceptable level of competence requirement. The supervisor will advise the employee of his or her deficiencies, and tell the

employee that he or she may not be certified as meeting the acceptable level of competence requirement unless performance improves. The supervisor will record the date and substance of this notification and provide a copy to the employee, which at a minimum shall include: those critical aspects of the employee's performance in which the employee is deficient and the extent of the deficiency; any instances, specifically described, which support the alleged deficiencies; assistance which will be offered so as to enable the employee to improve his/her performance so as to meet the requirements specified for the position.

B. An employee not under written performance elements and standards will have performance elements and standards established. A determination shall then be made upon completion of the minimum appraisal period of 90 days and shall be based on the employee's appraisal period of 90 days

and shall be based on the employee's rating of record completed at that time. In certain circumstances, the supervisor may postpone the acceptable level of competence determination, e.g., the employee did not receive performance standards at least ninety (90) days before the end of the waiting period and he or she is not performing at an acceptable level of competence. In such cases, the period of postponement shall not be less than ninety (90) days.

Section 3. Notification of Withholding of Within-Grade Increase

A. Written notification to the employee of a determination to withhold a within-grade increase will be given as soon as possible after completion of the waiting period. Such notification shall:

1. Set forth the reasons for the negative determination;

2. Set forth the manner in which the employee must improve his/her performance in order to be granted a within-grade increase, and

3. Notify the employee of his or her right to request reconsideration of the negative determination and file a written response within fifteen (15) calendar days of receipt of the notice pursuant to section 5 of this Article.

B. When an employee receives a negative determination, he or she shall be granted a reasonable amount of official time to review the material relied upon to make the determination. The employee must otherwise be in a pay status in order to be granted official time.

C. If a negative determination is reversed by the Agency (either before or upon reconsideration), the effective date of the increase will be the original due date.

Section 4. Reinstatement of Within-Grade Increase

After a within-grade has been withheld, the Employer will grant the within-grade increase after the employee has demonstrated sustained performance at an acceptable level of competence. After withholding a within-grade increase, the Employer, at a minimum, shall determine whether the employee's performance is at an acceptable level of competence after each fifty-two (52) weeks following the original due date for the within-grade increase.

Section 5. Appeal of Denial of Within-Grade Increase

A. An employee may request reconsideration of a denial of a within-grade increase by filing, with their supervisor, not more than 15 calendar days after receiving notice of determination, a written response to the denial. This request for reconsideration shall set forth the reasons that the agency shall reconsider the determination. Upon request, the supervisor will meet with the employee and their representative. If the parties work within the local commuting area, this meeting shall be in person; otherwise, the meeting will be by teleconference unless the Parties mutually agree to a face to face meeting.

B. The Agency shall provide the employee with a written decision within 15 workdays of receipt of the request for reconsideration.

C. Where an employee is dissatisfied with the decision rendered by the reconsideration official, the letter transmitting the official's decision shall include a statement which informs the employee about his/her right to appeal the decision through the grievance procedure and the number of days in which the employee must request such an appeal through the Union.

D. When an employee is dissatisfied with the decision, they may invoke the grievance procedure at the 2nd Step, in accordance with Article 34 of this Agreement.

WAIVER OF OVERPAYMENT

Section 1.
An employee may request a waiver in whole or in part of a debt arising from:
1. An erroneous overpayment of pay;
2. An erroneous payment involving travel, transportation or relocation expenses; or
3. An erroneous allowance(s).
An overpayment may be waived if, the overpayment occurred through administrative error and there is no indication of fraud, misrepresentation, fault or lack of good faith on the employee's part, the collection of the overpayment is against equity and good conscience and is otherwise in accordance with title 5 USC § 5584 and applicable regulations. Administrative error alone will not necessarily result in the approval of a waiver request or an entitlement to the amount received in error.
An employee who wishes to request a waiver of an overpayment should contact and work with the appropriate Human Resources Servicing Personnel Office which will coordinate with the servicing payroll provider. While the request is pending, with exception of circumstances described in 40 CFR § 13.22 (g), further collection of the debt will be suspended until a final administrative decision is made on the request for waiver. If the waiver is not authorized, in accordance with 40 CFR §13.22 a debt may be collected by installment deductions at established pay intervals from an employee's current pay account, unless the employee and the Agency agree to an alternative pay schedule. Collection will begin no earlier than thirty (30) calendar days after the employee is notified of the amount of overpayment.
Section 2.
In accordance with 40 CFR § 13.22 and the applicable government-wide regulations of the Department of the Treasury; an employee will be notified of the overpayment, the employee's right to review documents establishing the debt, the employee's right to request a waiver of the overpayment and the employee's right to request a hearing on the amount and validity of the debt prior to the initiation of salary offset.
Section 3.
If an employee is denied a waiver pursuant to this Article, the Agency must advise the employee of the right to request reconsideration of the decision. The denial shall include the basis for the denial and an explanation of any errors in the employee's waiver request. The employee must present new factual information that might cause the Agency to overturn the prior decision.

WORKERS COMPENSATION

Section. 1 Employee(s) and/or witness(es) should report all on-the-job injuries immediately

or as soon as possible to someone in their supervisory chain, or, if none is on site, to a management official on site. The injured employee is responsible for filing their own worker's compensation claim.

Section 2. The appropriate Worker Compensation coordinator will provide the employee assistance and information to access the Employees Compensation

Operations and Management Portal (eComp) required for medical treatment and/or claim for benefits. Subject to an employee's written authorization their representative may submit a claim on the employee's behalf.

Section 3. When an on the job injury is reported, the Employer will refer the employee to the Workers' Compensation Coordinator regarding medical treatment, and, in the event of an emergency, will contact appropriate emergency medical personnel.

Section 4. At the employee's request the Employer will counsel an employee this is injured on the job on possible options (such as reasonable accommodations, medical or episodic telework, temporary change in duties, etc.) compensation benefits, and/or types of leave when the injury or illness causes an absence.

Section 5. At the employee's request the Employer's Benefits Specialist will counsel any disabled employee on all aspects of disability retirement.

Section 6. When an employee has been on Worker's Compensation benefits (LWOP) for over one year, with no anticipated return to full duty, the Employer will explain any possible job options and other alternatives, such as disability retirement, resignation or removal from federal service.

Section 7. The Employer will provide the injured employee the appropriate timekeeping codes to record time spent on Worker's Compensation.

TRANSFER OF FUNCTION

The Employer shall provide notice to the Union at the earliest possible date when it is considering a transfer of function involving bargaining unit employees, so that the Union has an opportunity for predecisional involvement. Section 2. The Employer shall provide a written notice to an employee whose position has been transferred outside the competitive area sixty (60) days in advance of the effective date. Section 3. An employee will have 30 days after issuance of the written notice to accept or reject the offer of transfer. Failure to respond within the 30 day period will act as a declination of the offer. Reasonable extensions to the above time limits may be granted for good cause. An employee may subsequently change an initial acceptance offer. An employee may not subsequently change a declination offer. Section 4. At the employee's request, the Employer will assist an employee who declines a transfer of function outside the competitive area in attempting to locate employment within the Agency or with other Federal agencies. Such assistance will be provided per the provisions of EPA Order 3115.1. Section 5. Severance pay for those employees declining a transfer of function will be in accordance with applicable law and regulation. In the event an employee moves to accompany his/her position, the Employer will pay moving expenses in accordance with law and regulation.

OTHER LEAVE PROVISIONS

Section 1. Religious Holiday A. An employee will be granted annual leave or leave without pay for a workday, which occurs on a religious holiday. B. An employee whose personal religion requires abstention from work during certain periods of time may elect to engage in

compensatory time and/or credit hours if appropriate, for time lost for meeting those religious requirements. C. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the agency's mission, the Employer shall, in each instance, afford the employee the opportunity to work compensatory overtime and shall, in each instance, grant compensatory time

off to an employee requesting such time off for religious observances when the employee's religious personal beliefs require that the employee abstain from work during certain periods of the workday or workweek. D. For the purpose stated in paragraph (B) above, the employee may work such compensatory overtime before or after the granting of compensatory time off. A granting of advanced compensatory should be repaid by the appropriate amount of compensatory overtime work within a reasonable period of time, generally within two pay periods. Compensatory overtime shall be credited to an employee on an hourly basis, until the payroll system can accommodate charges of less than 1 hour. As soon as the Employer's payroll system is able to track leave in increments of less than 1 hour, employees will be able to use compensatory time in 15 minute increments. Appropriate records will be kept of compensatory overtime earned and used.

Section 2. Military Leave In accordance with 5 USC 6323, any full time permanent or part-time permanent employee who is a member of the National Guard or other reserve unit of the Armed Forces shall be entitled to military leave for each day of active duty in such organization up to a maximum of fifteen (15) calendar days in a fiscal year. Unused military leave up to fifteen (15) calendar days may be carried over for a maximum of thirty (30) calendar days and used in the next year (for part time employees, the rate at which leave accrues will be prorated). Approval of the military leave provided in the foregoing shall be based on the copy of the military orders directing the employee to active duty. The employee must furnish a copy of the certification of completion of such duty to the supervisor when the employee returns to work. Section 3. Court Leave Jury duty or witness appearances shall be administered in accordance with 5 USC 6322 and any implementing rules or regulations. 1. Court leave is appropriate for: jury duty with a federal, state, or local court, or the District of Columbia court; appearing as a witness on behalf of a state or local government; or witness duty on behalf of a private party when the federal, District of Columbia, state or local government is a party to the judicial proceeding. Court leave applies only when the employee would be on duty or leave with pay status but for the jury duty or witness service. 2. An employee called for court service will present the court order, subpoena, or summons to the supervisor. The employee must provide to the supervisor any documentation provided by the court confirming the employee's presence in court. The Agency will not request that an employee be released from jury duty unless unusual situations exist where the public interest would be better served by the employee staying in a duty status. 3. Fees for jury duty or witness service by an employee receiving court leave must be submitted to the appropriate finance office. The employee may retain reimbursements for travel, parking and other out-of-pocket expenses. 4. Employees will not be granted court leave for appearances as witnesses that are private, non-official, and non-governmental in nature.

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

A. This Article applies to all members of the bargaining unit who have completed their trial or probationary period and who are considered to be performing at an unacceptable level following the completion of a performance improvement period. In such a situation, the Employer may consider one or more of the following options:

1. Deny a within-grade increase under 5 CFR 531;

2. Reassign the employee to a vacant position at the same grade, in accordance with 5 CFR 430, if the supervisor believes the noted performance deficiencies in the current position would not prevent successful performance in the vacant position;

3. Propose the employee's demotion to a lower grade, in accordance with 5 CFR 432; or
4. Propose the employee's removal in accordance with 5 CFR 432.

B. When taking action on unacceptable performance, the Employer will do so in an objective fashion. The Employer will make every reasonable effort in accordance with this Agreement to assist an employee in improving deficient performance and will provide a reasonable opportunity for the employee to correct performance problems before initiating any removal or demotion action.

Section 2.

If an employee requests a change to a lower grade due to the employee's inability to perform the duties of the current position, the Employer will consider placing the employee in a vacant position identified by the Employer as one in which the employee has a reasonable chance of successful performance.

Section 3.

A. When the Employer proposes a reduction-in-grade or a removal, the employee will be provided with a 30 day notice period and a notice containing the following information:

1. The action being proposed and the fact that a determination will not be made until after the expiration of the notice period;

2. The critical element(s) and performance standard(s) of the position in which performance is deemed unacceptable;

3. The specific instances of unacceptable performance on which the present action is based;

4. The employee's right to representation and right to present an oral and/or written reply within 15 work days;

5. The right to review the information relied upon by management to support the proposed action;

6. The opportunity to use a reasonable amount of official time to prepare a reply; and

7. The name of the individual to whom the response shall be made.

B. The 30-day notice period shall begin effective the date the employee receives the notice.

C. In reaching a final decision, the Employer may not rely on any employee performance that the employee has not been given the opportunity to reply to either orally or in writing.

Section 4.

The Agency shall make its final decision normally within 30 days after expiration of the advance notice period. The notice period may be extended in accordance with the provisions of 5 CFR 432.105. Unless proposed by the head of the Agency, such written decision shall be made by an employee who is in a higher position than the person proposing the action. The notice shall include the instances of unacceptable performance on which the action is based, the effective date of the action, and the employee's right to appeal. A decision to reduce in grade or remove an employee may be based only on those instances of unacceptable performance that occurred during the one (1) year period ending on the date of issuance of the advanced notice.

Section 5. Right to Appeal

A. Employees may appeal actions taken pursuant to the Article in accordance with established laws, rules and regulations by going to arbitration or filing an appeal with the Merit Systems Protection Board. It is the Union's decision to determine whether the case will proceed to arbitration. The employee may not utilize both procedures but must elect one or the other in writing within the established time limits. If the Union decides to proceed directly to arbitration in the case, then if the Union wishes to raise new issues not raised before the deciding official, it should, as practical, identify any additional issues in its written invocation of arbitration. However, this shall not preclude the Union from raising any new or additional issues prior to the pre-hearing conference. In no event may the Union raise new issues before the arbitrator that have not been identified at the prehearing conference that shall occur no later than 14 days prior to the scheduled hearing date.

B. If the Union elects to appeal an unacceptable performance action to arbitration, the Union must give the Employer notice of its decision within 20 workdays of the employee's receipt of the Employer's final decision. The notice of appeal must be given by certified mail or by hand delivery to the appropriate deciding official. Notice of appeal by certified mail shall be effective when mailed and notice of appeal by hand delivery shall be effective when received.

Section 6.

If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be satisfactory for one year from the date of the advanced written notice provided under Section 3, any entry or other notation of the unacceptable performance for which the action was proposed shall be removed from

any Agency record relating to the employee.

DETAILS AND TEMPORARY PROMOTIONS

Section 1. Definition

A. A detail is the temporary assignment of an employee to a different position at the same grade held or at a higher or lower grade or to a set of unclassified duties for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. Selection for details with promotion or career building potential that are less than 120 days will be based on factors such as: employee skills, abilities, experience and developmental needs; existing organizational staffing and workload; mission and goals of the organization; and deadlines. When reasonable to do so, the Agency will communicate detail opportunities to all qualified employees, within the appropriate area of consideration, whenever the detail opportunity is available to more than one employee.

B. A temporary promotion is a temporary assignment for a specified period of time to a position at a higher grade than the one the employee currently holds where the employee is expected to return to his or her regular duties at the end of the assignment. An employee must meet the qualifications for the higher grade level before he or she can be temporarily promoted.

Section 2. General

A. Details will not be used as discipline; however, the Employer may consider a detail when addressing a workplace problem (e.g. allegations of harassment, friction between employees, short-term accommodation needs). The Employer will give reasonable consideration to assertions by an employee that the detail will cause significant personal hardship.

B. The Employer agrees to refrain from rotating assignments to employees solely to avoid compensation at the higher level.

Section 3. Detail to Higher Graded Positions

A. The Employer agrees that an employee who is detailed to a higher grade classified position for a period of more than thirty (30) consecutive calendar days will be temporarily promoted to that position effective with the beginning of the first full pay period following the thirtieth (30^{th}) day of the detail and will be paid at the higher grade for the duration of the temporary promotion, providing the employee meets the appropriate qualification standards.

B. Selection for details to higher graded positions and temporary promotions will be accomplished in accordance with Article 12, Merit Promotion, of this Agreement, when it is reasonable to expect that the assignment to the higher graded position is to last longer than one hundred twenty (120) calendar days. Prior service during the preceding 12 months under noncompetitive details to higher graded positions and noncompetitive temporary promotion counts towards the 120-day total.

C. It is agreed that when an employee is detailed to a higher graded position for more than thirty (30) consecutive calendar days, but is not eligible for a temporary promotion, the employee's

performance at an acceptable level of competence in a higher graded position will be cause for consideration for issuing a special achievement/or special act award, whichever applicable to that employee.

Section 4. Appraisals for Details/Temporary Promotions in Excess of 90 Days

Pursuant to 5 CFR 430, when employees are detailed or temporarily promoted and the assignment is expected to last ninety (90) days or more, the Employer will provide the employees with critical elements and standards as soon as possible (no later than thirty (30) days from the beginning of the assignment). The employees will be rated on the critical elements for the assignment if it lasts for 90 days or longer. These ratings will be considered in deriving the employee's next rating of record.

Appendix A

March 8, 2022

Telework Policy

I.PURPOSE

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

II.SCOPE

This policy addresses regular, situational, and medical telework. It also addresses telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process. Generally, employees covered by this policy are expected to report to the agency worksite at least twice in a biweekly pay period. This policy covers U.S. Environmental Protection Agency employees, supervisors, and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or Intergovernmental Personnel Agreements (IPA) to other agencies, departments, or organizations.

Portions of this policy may allow for full-time telework on a temporary basis (except in the case of telework as a reasonable accommodation when a determination is made full-time telework without time limits is appropriate under the EPA's separate reasonable accommodation process). For telework arrangements where the employee is not expected to report to the agency worksite on a regular and recurring basis (i.e., does not meet the two times per biweekly pay period requirement nor a temporary full-time telework arrangement) please refer to the agency's remote work policy.

When this policy and a collective bargaining agreement conflict, the Collective Bargaining Agreement (CBA) shall govern unless the parties mutually agree otherwise.

III. POLICY

The EPA supports the use of telework. The eligibility of employees to participate in telework is based on: 1) the extent they have sufficient portable work to support the requested telework schedule; and 2) the employee meeting the eligibility requirements outlined in this policy. Since telework requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in telework is voluntary. Teleworkers will receive the same treatment and opportunities as non-teleworkers (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.) and are expected to perform and accomplish all assignments and tasks associated with their position, whether in the office or on an approved telework agreement.

IV. DEFINITIONS

Telework – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite (e.g., home or telework center).

Alternative Work Location or Alternative Worksite (AWL) – The AWL is an approved work location otherthan the employee's official worksite. An AWL will generally be an employee's residence or other approved worksite and will generally be within the local commuting area, such as a facility establishedby state, local, or county government or private organization for use by teleworkers. Employee requeststo work at an AWL outside of the local commuting area may be approved by the appropriate approving official as noted in section VI.

Local Commuting Area – The geographic area usually constituting one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities where people live and can reasonably be expected to travel back and forth daily to their official worksite.

Portable Work – Work normally performed at the employee's official worksite but can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Such work is part of the employee's regular assignments and does not involve a significant change in duties or the way the assignments are performedwithout supervisory approval.

Official Worksite – The official location of an employee's position of record as determined under 5 CFR 531.605. Official worksite is the "official duty station" as the term is used in Title 5, United States Code, Section 5305(i).

Position of Record – An employee's official position defined by grade, occupational series, employing agency, law enforcement officer status and any other conditions determining coverage under a pay schedule (other than official worksite), as documented on the employee's most recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position where the employee is temporarily detailed.

Official Agency Worksite – The office (program, region, lab, HR Shared Service Center) where the employee reports on a regular and recurring basis, receives direction, or returns to if the supervisor recalls the employee or terminates the telework agreement.

Telework-Ready Employee – Any employee who has a telework agreement currently in effect, authorizing any type of telework.

V. ROLES AND RESPONSIBILITIES

EPA Telework Managing Officer (TMO): The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency's telework policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource formanagers and employees.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support

executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program, identifying issues as necessary and ensuring any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives: These executives are responsible for selecting program/regional office telework coordinators and may assign and locate telework coordinator duties anywhere in their respective organizations. However, if a manager does not designate a telework program coordinator, they must ensure the telework program coordinator's responsibilities are appropriately delegated to and performed by one person who will serve as a point of contact for the agency's telework coordinator.

EPA Human Resources Shared Service Centers: HR SSCs are responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking within their work units, including:

- Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
- Approving or disapproving new or revised requests to telework in accordance with this policy and within a reasonable timeframe (i.e., normally within 5 work days). In cases of disapproval, providing the rationale to the employee in writing;
- Reviewing and recertifying employee telework agreements when revisions are necessary.
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring teleworkers agree to comply with all existing security policies and procedures, regarding IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate telework time reporting codes to document hours teleworked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin telework assignments. Teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanismsfor communicating with teleworking employees.
- Supervisors should complete the appropriate process for performance or conduct issues prior to considering revoking an employee's telework agreement in accordance with this policy.

Employees: Employees are responsible for the following**:**

- Completing a telework agreement and waiting for approval from their supervisor prior to

teleworking;

- Performing an assessment of the AWL and answering the required questions on the Self-Certification Safety Checklist;
- Adhering to the telework policy, procedures, terms and conditions of the approved telework agreement;
- Complying with EPA policies for information technology security and use of government equipment/materials;
- Notifying their supervisor if modifications are necessary or potentially necessary to their telework agreement;
- Working with their supervisor to recertify the telework agreement when revisions are necessary.
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g., Teams, etc.) in order to communicate with their supervisor, to be accessible to co-workers and customers, and overcome problems or obstacles as they occur.
- Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
- Being prepared to telework in the event OPM or the agency announces changes to its operating status, including changes to dismissal and closure procedures;
- In coordination with supervisors, planning ahead, including taking any necessary equipment (e.g., laptops) home prior toa forecasted weather event; and
- Make reasonable efforts to arrange dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time theemployee is working at an AWL, and/or requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent orelder care responsibilities.

VI. TYPES OF TELEWORK

Supervisors and managers may authorize the following types of telework based on their work-related needs:

Regular/Routine Telework: Under this type of telework, employees may request approval to perform their duties at an AWL on a regular and recurring basis, on predetermined days each pay period. Regular telework will typically be on the same days each pay period. However, managers may authorize adjustments when requested, as long as the schedule provides for reporting to the office at least 2 days per pay period.

As noted in section IV, AWLs are typically located within the LCA. However, supervisors or managers can approve regular telework for employees outside the LCA if it will not hinder the employee's ability to report to the official worksite at least two (2) days per period. Supervisors and managers should use good judgment but should remember employees may be recalled to the official worksite with at least 48 hours' notice based on mission needs. There are exceptions for approving AWLs outside the LCA. Please see the section on situational telework for guidance.

Situational Telework: This type of telework is limited in duration on a non-routine, occasional, emergency, or ad hoc basis, as opposed to a regular telework schedule as defined above. Situational telework cannot be used in a routine manner to extend an employee's regular telework schedule. An employee must have an approved situational telework agreement in place and notify their supervisor in advance, if feasible, each time they wish to telework. An employee maybe approved for both situational

and regular telework.

Supervisors or managers may approve temporary situational telework arrangements at an AWL outside of the local commuting area even if the employee isn't able to report 2 times a pay period. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

The temporary exception should generally be used in cases where: (1) the employee is expected to return to work at the official worksite in the near future; or (2), the employee is expected to continue teleworking but will be able to report to the regular worksite at least 2 times per biweekly pay period. Examples of appropriate temporary situations include:

- Recovery from an injury or medical condition.
- Emergency situations preventing the employee from regularly commuting to the official worksite, such as a severe weather emergency or a pandemic health crisis.
- An extended period of approved absence from work (e.g., paid leave).
- When the employee is in temporary duty travel status away from the official worksite.
- When an employee is temporarily detailed to work at a location other than a location covered by a telework agreement.
- As a flexibility to facilitate a work/life balance for employees.

Unscheduled Telework: This type of telework is not scheduled in advance but is performed when the agency announces changes to its operating status, including changes to dismissal and closure procedures pursuant to OPM or local management operating status announcements. Any telework-ready employee must perform unscheduled telework to the extent possible or take appropriate leave. In unique situations such as lack of electricity, infrastructure disruptions, or connectivity issues at the AWL, the employee should contact their supervisor as soon as possible to request weather and safety leave.

Medical Telework: Allows for the continued accomplishment of agency work while an employee has a medical condition certified by an appropriate medical provider not affecting the employee's ability to perform their regular work assignment at an AWL. The initial telework arrangement is valid for up to 90 calendar days (depending on the medical documentation) and may be extended in 90-calendar day increments if the medical certification justifies such at each extension (i.e., medical documentation must be submitted every 90 calendar days if warranted). This type of telework may be the equivalent of full-time, but it is a temporary telework arrangement and. Medical documentation justifying the need for medical telework must be provided to the supervisor. Also, a telework agreement and a safety checklist must be submitted and approved by the supervisor prior to the arrangement.

Please note, medical telework is not the same as telework as a reasonable accommodation. Medical telework is a temporary arrangement whereas telework as a reasonable accommodation is not subject to time limits if the condition justifying the arrangement persists. Please see the section on reasonable accommodation below.

In limited circumstances for medical telework, supervisors may approve employees to work at an AWL outside the local commuting area. This determination will be made by the supervisor on a case-by-case basis, provided the employee meets all eligibility requirements contained in this policy or any applicable CBAs.

Official Worksite for Pay Purposes: Generally, if the employee does not physically report to the official worksite at least twice each biweekly pay period, their duty station will change to theAWL

and locality pay may be impacted. (5 CFR 531.605). An exception to this requirement is not appropriate in all time-limited situations as addressed above. If a supervisor has questions about the designation of the official worksite, they should consult their local telework coordinator or the national telework coordinator in the Office of Human Resources.

Dependent and Elder Care: Telework may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use telework if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities. If appropriate and an option, employees may also consider requesting an Alternative Work Schedule (i.e. flexible work schedule or a compressed work schedule) to provide additional assistance with meeting their biweekly work requirement. Work Schedules is addressed in a separate policy from telework, so employees should consult the agency's work schedules policy or applicable CBAs for more information.

Example 1: An employee has children in the home on a regular or situational telework day due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home on a regular or situational telework day due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to take leave or adjust their work schedule for the time they were unable to work.

Example 3: An employee requested a temporary AWL at their parent's residence so they can help their father provide assistance to their mother post-surgery. The employee may telework when not providing care for their mother and must take leave or adjust their work schedule when taking her to doctor appointments or caring for her when the father must run errands or needs a break during the employee's tour of duty.

Reasonable Accommodation under the Telework Program: Telework is an available way to accommodate qualified employees with disabilities under the agency's reasonable accommodation process. Employees seeking to telework as a reasonable accommodation should contact their immediate supervisor or the national or local reasonable accommodation coordinator. Employees teleworking as a reasonable accommodation will follow the general requirements contained in this policy to the extent such requirements are consistent with the reasonable accommodation. Employees must, at a minimum, submit a telework application, training certificate, and safety checklist. Employees approved to telework as a reasonable accommodation are required to have a valid, signed telework agreement.

EPA Continuity of Operations Plan: Telework is an important part of the agency's COOP. It enables employees to work from AWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. It is a key tool in continuing the agency's vital role in the federal government in the face of an emergency. In such an emergency, any employee—with orwithout a telework agreement—may be required to telework. (Note: during any period the EPA is operating under a COOP, the COOP shall supersede this policy.)

VII. PORTABLE WORK: DESIGNATING AND NOTIFYING EMPLOYEES

Although most positions may be suitable for telework, not all aspects of all jobs can be performed effectively at an AWL and therefore, be considered portable. Also, the portability of an employee's work can change over time due to project or mission needs. Each supervisor must identify the positions within their organization eligible for telework based on this policy and those not eligible, and notify each employee, including newemployees, of their eligibility to telework based on the portability of their work. Supervisors must use the notification memorandum (Appendix E) to notify employees of their ineligibility, if applicable. No notification is required if the employee is eligible to participate in telework. Supervisors are also responsible for working with their HR SSC to identify new positions or portions of positions eligible for telework and ensuringsuch designations are identified on position descriptions and in job announcements.

Work Suitable for Telework: Portable work performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule.

Employees may have some duties suitable for telework and others not suitable. For these employees, supervisors will need to determine how many days per pay period an employee is eligible to work at an AWL as part of regular telework.

Duties Not Suitable for Telework: Work that isn't portable can't be performed at another location with equal effectiveness. Examples of duties not suitable tobe performed away from the agency worksite include, but are not limited to, the following:

- Requiring frequent in-person contact with the supervisor, colleagues, clients, or the general publicin order to perform their job effectively. These duties cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance, or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

VIII. EMPLOYEE ELIGIBILITY REQUIREMENTS

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to return to the agency worksite on a telework day if required todo so by their supervisor with at least 48 hours' notice;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an AWL.

Employees may not telework work if:

- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;
- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

XIX. TELEWORK TRAINING

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework to ensure a common understanding of its requirements. Participating employees must complete the agency-approved training and obtain a certificate of training before participation. The employee's record of the required training must be attached to the telework agreement. Supervisors or managers must also complete agency-approved telework training and obtain a certificate of training.

XX. ESTABLISHING THE TELEWORK AGREEMENT

Regular and Situational Telework: The following actions are to be taken when establishing a regular or situational telework agreement:

- The employee submits a completed application to their immediate supervisor;
- The employee and supervisor discuss the proposed telework agreement and the type ofwork to be completed by the employee at an AWL;
- If a suitable arrangement is reached, the employee completes the application/agreement, safety checklist and the required training. Once all requirements are completed, the telework agreement is signed and dated by the employee and supervisor;
    - A separate agreement for each telework episode is not necessary if the employee has signed an agreement to telework;
- Employees may request more than one AWL. Employees requesting to work at an alternate work location not previously approved must submit a telework agreement and checklist for the new location to the supervisor for approval.
- Employees are to obtain information and implement all procedures for accessing the secured operations of the agency worksite; and
- If the AWL is a telework center, arrangements must be made by the employee's organization to cover costs of using the center and to reserve a workstation for the employee.

Medical Telework: Medical telework may be authorized for up to 80 hours per pay period for up to 90 calendardays. After 90 calendar days, a medical telework agreement may be extended for additional 90-calendar day periods if the additional medical certification justifies such at each extension (i.e., every 90 calendar days).

The following actions are to be taken when establishing a medical teleworkagreement:

- The employee must submit a written statement from a licensed physician or other licensed healthcare practitioner:
    - Providing a description of the medical condition necessitating thetelework arrangement;
    - Summarizing the prognosis, including the expected return-to-work date, and, as appropriate, discussing medical management—including how the temporary medical condition might interrupt the employee's work schedule;
    - Listing restrictions necessary for work performed at the AWL, if applicable;
    - Stating the employee is able to perform the duties of the position at an AWL; and
    - Describing the benefit to the employee's medical condition from working at an AWL, or the reduction of health risks to other employees, if any, derived from this arrangement.
    - Generally, the information provided will be sufficient for the supervisor to make a decision on the request for medical telework; however, management reserves the right to seek additional information if needed per 5 CFR § 339.102–104.
- Based on the employee's condition, the supervisor may grant the employee sick leave orapprove a combination of sick leave and telework to cover the situation.
- Medical telework is appropriate for employees with non-work-compensable injuries. Employees with work compensable injuries will be managed under applicable workers' compensation regulations.

XXI. TELEWORK AGREEMENTS

The telework agreement covers the terms and conditions of the telework arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The telework agreement includes items such as the voluntary nature of the arrangement; duration of the telework agreement; hours and days of duty at each work location; leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any significant aspect of the work agreement changes (e.g., position, work assignment, alternate work location, etc.), the employee and supervisor will reassess the employee's work in accordance with this policy to determine telework suitability and continued approval.

Employees may have a telework agreement that allows them to telework from an AWL part of their day and work in an official agency worksite part of their day (split-day) as long as they comply with relevant authorities on work schedules and leave.

Employees designated for COOP purposes may be required to telework, irrespective of telework status/agreement.

The supervisor must retain a copy of the signed telework agreement and a copy must be provided to the employee. A copy of the signed telework agreement must also be provided to the appropriate telework coordinator who is responsible for maintaining telework records in the organization.

XXII. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all teleworking employees must

use to document and certify their work hours are provided below. There are separate TRCs for regular, situational/episodic, medical and unscheduled telework as well as for overtime telework and telework as a reasonable accommodation. EPA's approved TRCs are as follows:

a. **TMREG:** Telework Medical Regular;
b. **TOHRW:** Telework Overtime Hours;
c. **TWRAC:** Telework for Reasonable Accommodation;
d. **TREGW:** Telework Regular Hours;
e. **TWCTU:** Telework Comp Time Used;
f. **TWCTE:** Telework Comp Time Earned;
g. **TWEHR:** Telework Episodic Hours (for situational/episodic); and
h. **TWUSH:** Telework – Unscheduled.

Hours of Duty and Work Schedules: Employees who telework will maintain a single type of schedule (e.g., compressed, flexible work schedule) whether at the Official Agency Worksite or the AWL. Unstructured arrangements where employees work at the AWL without prior supervisory approval are not permitted. Employees should refer to the agency's work schedules policy or applicable CBA for more information.

Overtime during Telework - Eligibility Requirements: Just as at the Official Agency Worksite, overtime work conducted at an AWL must be approved in advance; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found in the *EPA Pay Administration Manual* (EPA Order 3155) and applicable CBAs.

Workers' Compensation: Employees who telework are covered by the Federal Tort Claims Act or the Federal Employees Compensation Act and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties. For this reason, it is vital a specific AWL be approved in advance and adhered to by the employee.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWLduring official duty. Typically, supervisors or managers are not present when an employee sustains aninjury. Employees, in all situations, bear responsibility for informing their immediate supervisor of aninjury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Telework arrangements can also result in employees who are currently receiving continuation of pay or worker's compensation returning to work, thus taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

Requirement to Return to the Agency Worksite on a Scheduled Telework Day: Teleworking employees working at an AWL may be recalled to the Official Agency Worksite as a last resort to meet time-critical mission, staffing, and workload requirements that cannot be performed at the AWL and cannot be re-scheduled. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, if they are subject to a recall to the Official Agency Worksite in an effort to provide the employee sufficient time to make necessary arrangements.

A supervisor may, on rare occasions, recall an employee to their Official Agency Worksite with fewer than 48 hours notice when the purpose of the recall is unforeseeable and essential for the agency to meet

its mission.

If an employee is required to be at the Official Agency Worksite on a regularly scheduled telework day, the employee may request, and the supervisor may approve, a situational telework day in the pay period.

Monitoring Performance: GAO guidelines require agencies to establish a method providing the supervisor with reasonable assurance employees are working when scheduled. Appropriate management controls and reporting procedures must be in place before employees begin teleworking. Teleworkers and non-teleworkers shall be treated identically for the purposes of monitoring and assessing job performance by the following methods:

i. Supervisory telephone calls, video calls, or e-mail messages to an employee during times theemployee is scheduled to be on duty; and

ii. Use of performance management systems, including regular workload/accomplishmentsreports for teleworking and non-teleworking employees, to determine reasonableness ofwork output for time spent, project schedules, key milestones, quality of the work performed, and team reviews.

Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of "availability" status on Teams.

XXIII. EMERGENCIES: UNSCHEDULED TELEWORK/DISMISSALS/CLOSURES

Unscheduled Telework/Closures: In the event of an unexpected office closure, telework-ready employees alreadyscheduled to telework on the closure day are required to do so. Telework-ready employees not scheduled to telework on the closure day but scheduled to work at the official duty location are required, in coordination with their supervisor, to utilizeunscheduled telework to the maximum extent possible. If necessary, (e.g., there is insufficient portable work) the employee's supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) to cover all or a portion of the scheduled workday.

Employees who are required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours. Employees reporting to an AWL other than the employee's primary residence during the workweek will follow the closure or dismissal procedures of the AWL.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure of or late arrival to the agency worksite, telework-ready employees already scheduled totelework on the early closure or late arrival day are required to telework their regularly scheduled non-overtime hours to the maximum extent possible. Telework-ready employees not scheduled to telework on the early closure or late arrival day will be required to utilize unscheduled telework to the maximum extent possible. If necessary (e.g., there is insufficient portable work), the employee's supervisor may grant an appropriate category of administrative leave (e.g., weather and safety) for their regularly scheduled non-overtime hours when the agency worksite is closed. Early release for the holidays must be granted to those on telework to the same extent as granted to those employees working at the agency worksite.

Unscheduled Telework Announced: In the event the regular office/worksite is open, but there is an announcement of the option for unscheduled telework, telework-ready employees not otherwise scheduled to telework may telework, come into the regular office/worksite or use annual leave,

credit hours, or other appropriate leave.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation with the potential to disrupt normal office operations), employees approved for regular and situational telework are expected to telework to the extent possible if instructed by the supervisor to do so. InCOOP situations, telework may be required.

General Provisions: It is recommended supervisors and employees coordinate in advance if there is an anticipated event with the potential to disrupt normal office operations to ensure employees have portable work and the necessary equipment to telework during a agency worksite closure to the extent possible.

As with scheduled telework, an employee performing unscheduled telework must have portable work to perform throughout the workday when teleworking. An employee who does not have enough portable work may report to the agency worksite if it is open; may contact their supervisor foradditional work; may request annual leave, credit hours, or other appropriate leave; or may adjust their work schedule (if applicable).

When severe weather or other circumstances prevent work at the AWL (e.g., loss of electricity, employee must evacuate, infrastructure/connectivity and child/elder care issues) or there is a lack of portable work as determined by the supervisor, and the agency worksite is closed to employees,a telework-ready employee may be granted an appropriate category of administrative leave (e.g., weather and safety) by their supervisor.

XIV. MODIFICATION AND TERMINATION OF THE TELEWORK AGREEMENT

Telework is a voluntary program and not an employee entitlement. Employees who telework do not have an automatic right to continue teleworking. Telework agreements may be modified, adjusted or terminated at any time by management based upon an employee's failure to adhere to telework requirements or based upon anyother consideration affecting employee eligibility under this policy. Telework agreements may also be modified, adjusted or terminated at any time when requested by the employee. Participation in telework will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from telework for performance or conduct issues, supervisors will complete the necessary processes to address the issues and consult their servicing labor and employee relations office for guidance.

Management shall provide sufficient notice (typically at least one full pay period when feasible) before terminating a telework agreement to allow the affected employee to make necessary arrangements. The reason for termination will be documented, signed by the supervisor, manager and/or approving official, and furnished to the affected employee and the servicing labor and employee relations office. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for the termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of telework to take effect. An employee whose telework agreement was terminated may re-apply for telework.

When any significant aspect of an employee's work changes (e.g., position, work assigned, AWL), the supervisor will reassess the portability and suitability of employee's work for continued telework approval.

An employee may withdraw an application for telework, or terminate an approved telework agreement, at any time without prejudice, and return to the agency worksite. The employee must

notify the supervisor in writing, and the supervisor should in turn acknowledge the employee's notice in writing, to prevent misunderstandings about work location.

XV. REPORTING

As OPM and other federal organizations seek telework reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating point and will work with telework coordinators across the agency to prepare comprehensive telework information.

XVI. FACILITIES AND EQUIPMENT

Alternative Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their AWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the *"Employee Self-Certification Safety Checklist"*). Home work areas must be clean and free of obstructions, and free of hazardous materials. An employee's request to telework may be disapproved or rescinded based on documented safety problems or the presence of hazardous materials.

A supervisor or designated safety official may inspect the AWL for compliance with health and safety requirements in the very rare circumstance that this may be deemed appropriate. The need for a scheduled site visit by the supervisor or designated safety official to the employee's AWL during work hours may occur only in very rare circumstances where an employee's compliance with health and safety requirements raises reasonable concerns substantiating the need, and only after the supervisor receives concurrence from the servicing LER specialist or other human resources official and provides notice to the employee's representative union, if applicable.

Agency Worksite Space Sharing: If management seeks to implement any space-saving initiatives,they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation. Such space-saving options will be based on space availability and may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations.

If an employee ceases to telework, the employee will be assigned to an office space similar or equivalent to the office they had before any space-saving initiatives were implemented.

Government-Furnished Equipment: The agency is under no obligation to provide GFE to its employees solely for the purpose of teleworking, but most employees will receive a government-issued laptop at a minimum. Supervisors may authorize the purchase and distribution of additional equipment or supplies (e.g. printers, printer cartridges, monitor, etc.) for the individual teleworker where legally permissible, as necessary, and if budget permits.

Employees who have an agency-issued laptop or mobile phone assigned to them may use such equipmentwhile teleworking and shall take reasonable safeguards against theft and damage when they do so.
All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPA is also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the AWL, the government will not reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately-owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for AWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Teleworking employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones to conduct official government business with customers and contacts in other locations. The agency will also not reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, printer cartridges, etc., may use the supplies provided by the agency; however, there should be no expectation of reimbursement for items purchased or for the agency to ship goods to an employee's AWL.

For employees working at an AWL outside of the LCA, the agency is responsible for service and maintenance of GFE. In cases where GFE needs repair and upgrade, the agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should on-site assistance be required, employees must either return to their agency worksite or make other arrangements withtheir supervisor to ensure repairs and upgrades can be made expeditiously. In consultation with the employee, supervisors or managers will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

XVII. INFORMATION SECURITY

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are teleworking and accessing systems remotely. These directives outline the responsibilities of each program office, region or other organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program offices, regions or other organizations.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Teleworkers must minimize security risks to all agency information and systems.

The AWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

XVIII. RECORDS MANAGEMENT

When working at an AWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of

Information Act, the terms of any litigation hold, discovery in litigation and any requests for records bythe Office of the Inspector General. Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsible for maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

XIX. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and Budget, OPM, the Federal Emergency Management Agency, the National Archives and Records Administration, and the GSA. The AA for OMS may also re-delegate the authority to update the policy to the director of the Office of Human Resources. This authority also may be re-delegated further as appropriate.

XX. WAIVER

Any request to waive the requirements of this policy must be submitted in writing by the AA/RA (or designee) and approved by the OMS AA (or designee).

XXI. MATERIALS SUPERSEDED

a. EPA Order 3110.32, *Telework Policy* (July 28, 2020).

XXII. REFERENCES

a. The Telework Enhancement Act of 2010
b. Public Law 106-346, § 359: Requires all Executive agencies to establish teleworkpolicies
c. Public Law 105-277, Omnibus Appropriation Act, Title IV, § 630: Requires funds beset asidefor Executive agency employees to use telework centers
d. 5 USC 65: Telework
e. 5 CFR 351.203: Definitions
f. 5 CFR Part 530: Pay Rates and Systems (General)
g. 5 CFR Part 531: Pay Under the General Schedule
h. 5 CFR Part 550: Pay Administration
i. 5 USC Section 5305(i): Special Pay Authority-New Official Duty Station
j. 5 USC 5702: Per diem; employees traveling on official business
k. EPA Delegation 1-17 A (September 13, 2011) *Domestic Travel.*
l. EPA HR Bulletin number 08-006B (September 30, 2008) *Time Reporting Codes (TRCs)for Certifying Time and Attendance for Employees in EPA's Flexiplace (Telework) Program*
m. *Guide to Telework in the Federal Government* (April 2011), OPM
n. *Governmentwide Dismissal and Closure Procedures* (November 2018), OPM
o. *Additional Guidance on Post-Reentry Personnel Policies and Work Environment* (July 23,2021),

OPM

p. *2021 Guide to Telework and Remote Work in the Federal Government* (November 2021), OPM

XXIII. APPENDICES

- Telework Agreement
- Safety Checklist
- Telework Discontinuation
- Notification of Ineligibility

March 8, 2022

Remote Work Policy

I. PURPOSE

The Telework Enhancement Act of 2010 requires the head of each executive agency to establish a telework policy for eligible employees. A successful telework.

k program can yield many benefits, including cost savings, increased productivity and performance, enhanced recruitment and retention, heightened employee morale, improved emergency preparedness and reduced energy use.

II. SCOPE

This policy addresses remote work (i.e., full-time telework). Remote work is a non-temporary arrangement where an employee is not expected to report to the agency worksite on a regular and recurring basis. This policy covers U.S. Environmental Protection Agency employees, supervisors and managers in the competitive, excepted, and Senior Executive Service. This policy also covers Public Health Service Officers, Schedule C, Administratively Determined employees and non-EPA employees serving on Intergovernmental Personnel Act assignments to the EPA. This policy does not cover employees of the Office of Inspector General or agency employees on details or IPAs to other agencies, departments or organizations.

Please refer to the agency's telework policy for guidance on regular, situational, medical telework and telework when used to accommodate employees with disabilities under the agency's reasonable accommodation process.

When this policy and a collective bargaining agreement conflict, the CBA shall govern unless the parties mutually agree otherwise.

III. POLICY

The EPA supports the use of telework, including remote work. The eligibility of employees to participate in remote work is based on: 1) the work of their position being fully portable; and 2) the employee eligibility requirements outlined in this policy. Because remote work requires collaboration between management and employees, both parties have responsibilities in its successful implementation and operation. An employee's participation in any form of telework is voluntary. Remote workers will receive the same treatment and opportunities as non-teleworkers and teleworkers in similar positions (e.g., work assignments, awards and recognition, development opportunities, promotions, etc.).

IV. DEFINITIONS

Telework – An arrangement where eligible employees perform the duties and responsibilities of their position during regular, paid hours from an approved worksite other than the official worksite.

Remote Work – Is a type of telework when an employee is scheduled to work within or outside the local commuting area of an agency worksite and is not expected to report to the agency worksite on a regular and recurring basis (also known as full-time telework).

Remote Work Location (RWL) – The RWL is an approved work location other than the employee's agency worksite. A RWL will generally be an employee's residence, a telecenter or other approved worksite. A RWL may be within or outside of the local commuting area of the agency worksite. An employee may have more than one approved RWL at a time.

Local Commuting Area – The geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their official worksite.

Portable Work – Work that is normally performed at the employee's official worksite, which can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Such work is part of the employee's regular assignments and does not involve a significant change in duties or the way in which assignments are performed, without supervisory approval.

Official Worksite – The official location of an employee's position of record as determined under 5 CFR 531.605. Official worksite is the "official duty station" as that term is used in 5United States Code, Section 5305(i). The official worksite for remote workers is the RWL.

Position of Record – An employee's official position defined by grade, occupational series, employing agency, law enforcement officer status and any other condition that determines coverage under a pay schedule (other than official worksite), as documented on the employee'smost recent Notification of Personnel Action (Standard Form 50 or equivalent) and current position description, excluding any position to which the employee is temporarily detailed.

Agency Worksite – For remote workers, the office (program, region, lab, HR Shared Service Center) from which the employee receives direction or reports to if the supervisor or manager recalls the employee or terminates the remote work agreement.

Domestic Employee Teleworking Overseas (DETO) – Is an overseas remote work arrangement wherein an EPA employee temporarily performs the work requirements and duties their domestic position from an approved overseas location via a DETO Agreement.

V. ROLES AND RESPONSIBILITIES

EPA Telework Managing Officer: The Assistant Administrator for the Office of Mission Support (or designated representative) shall serve as the TMO. The TMO serves as the primary telework point of contact between the agency and the Office of Personnel Management. The TMO is responsible for overall policy development and implementation of the agency's remote work policy and programs and serves as an advisor for agency leadership on the full range of telework issues as well as a resource for managers and employees. The AA of OMS also provides review and concurrence on DETO requests.

Agency Telework Coordinator: The Office of Human Resources in the Office of Mission Support executes the duties of the agency telework coordinator, who is responsible for overseeing the agency telework program. The coordinator may periodically review telework approvals and disapprovals to ensure consistency of application, direct changes as necessary, and ensure any necessary training is provided as required.

Program/Regional Office Telework Coordinators: Are responsible for ensuring all participants are aware of their responsibilities, have taken appropriate training, and have agreements in place. Upon request, these telework coordinators are required to provide participation data including documented approvals and disapprovals to allow monitoring of the program.

Assistant Administrators, the Chief Financial Officer, the Inspector General, the Chief of Staff to the Administrator, the General Counsel, and Regional Administrators or their equivalents or designated representatives: These executives are responsible for selecting program/regional office telework coordinators (or other designated point of contact) and may assign and locate telework coordinator duties anywhere in their respective organizations. The AA/RA (or designated representative) is responsible for approving DETO agreements.

Human Resources Shared Service Centers: HR SSCs are responsible for ensuring all position descriptions are checked for telework eligibility prior to initiating recruitment and reassignment actions and are so noted in job advertisements.

Supervisors and Managers: Supervisors and managers are responsible for the overall management of teleworking and remote work within their work units, including:

- Working with their regional human resources officer, HR SSC, and program management officer to identify positions eligible for telework and ensuring such designations are identified on position descriptions and in job announcements;
- Taking into account work-related needs, recommending approval or disapproval of new or revised remote work requests and forwarding for senior management approval, and in cases of disapproval, providing the rationale to the employee, if requested;
- Reviewing and recertifying employee telework agreements when revisions are necessary;
- Overseeing day-to-day telework operations, modifying individual telework agreements to meet mission needs, accomplish workload, or changing circumstances, and maintaining records and information necessary for evaluation of the program;
- Ensuring remote workers agree to comply with all existing security policies and procedures, including IT security, personally identifiable information and confidential business information;
- Ensuring proper use of appropriate time reporting codes to document hours worked; and
- Monitoring performance by ensuring appropriate management controls are in place before employees begin remote work. Remote teleworkers and non-teleworkers are treated identically for the purposes of monitoring and assessing job performance; however, supervisors and managers may need to utilize different mechanismsfor communicating with teleworking employees;
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g. Teams, etc.) in order to communicate with the employee

Employees: Employees are responsible for the following**:**

- Completing a remote work agreement and waiting for concurrence from their supervisor and approval from the DRA (or designee) prior to assuming a remote work schedule;
- Performing an assessment of the RWL and answering the required questions on the Self-Certification Safety Checklist;
- Adhering to the remote work policy, procedures, terms and conditions of the approved remote work agreement;
- Complying with EPA policies for information technology security and use of government equipment/materials;
- Notifying their supervisor if modifications are necessary or potentially necessary to their remote work agreement;
- Being available during scheduled work hours by telephone, email, and other applicable agency-approved technology and communication methods (e.g. Teams, etc.) in order to communicate with their supervisor and to be accessible to co-workers and customers;
- Maintaining communication with the supervisor while teleworking and working with the supervisor to overcome problems or obstacles as they occur;
- Complying with all existing agency security policies and procedures, including those relating to personally identifiable information and confidential business information;
- Arranging for dependent or elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the tour of duty. Requesting leave or work schedule adjustments for periods when the employee is not able to work due to dependent or elder care responsibilities.

VI. TYPES OF REMOTE WORK

The following types of remote work may be authorized based on organizational or employee needs:

Remote Work: The employee teleworks full-time and is not expected to report to the agency worksite on a regular and recurring basis. An RWL may be approved for within or outside the local commuting area, but is limited to the States, commonwealths, territories, and possessions of the United States (see 5 CFR 591.205 for a list of non-foreign areas).

Domestic Employee Teleworking Overseas (DETO): This is a rare type of telework arrangement where an employee is allowed to perform their domestic duties from an RWL overseas. These arrangements require senior management and State Department approval.

EPA Continuity of Operations Plan: Enables employees to work from RWLs during emergencies such as a natural disaster, a terrorist attack, disruption to facilities or a pandemic health crisis. If COOP is activated, any employee—with or without a telework agreement—may be required to telework. During any period the EPA is operating under a COOP, the COOP shall supersede this policy.

VII. PORTABLE WORK

Work Suitable for Telework: Portable work that can be performed at another location with equal effectiveness with respect to quality, quantity, timeliness, customer service, and other aspects of accomplishing the EPA's mission. Work suitable for telework depends on job content, rather than job series or title, type of appointment, or work schedule. It is possible within identical or related occupational series, one position or portion thereof may be determined to be eligible for remote work, and another may not, depending on individual job requirements.

Duties Not Suitable for Telework: Includes functions and tasks not suitable to be performed away from the agency worksite. Examples include, but are not limited to duties:

- Requiring in-person contact with the supervisor, colleagues, clients or the general public in order to perform the job effectively, and which cannot otherwise be achieved by e-mail, telephone, video calls, collaboration technology, or other electronic means;
- Accessing classified information or a classified installation [including those materials subject to a written policy, at the government, agency or organizational level, restricting use/access outside of a specific government installation or area within a government installation];
- Involving the construction, installation, maintenance or repair of EPA facilities;
- Involving the physical protection of EPA facilities or employees; or
- Involving other physical presence/site-dependent activity (e.g., emissions testing, laboratory trials).

VIII. EMPLOYEE ELIGIBILITY REQUIREMENTS

Basic Eligibility Requirements: An EPA employee may be authorized to telework if:

- The employee has sufficient portable work for the amount of telework requested;
- The telework arrangement does not create any impediment to the effective accomplishment of the employee's and their organization's work;
- The employee agrees to report to the agency worksite if required to do so by their supervisor in accordance with this policy;
- The employee continues to comply with the terms of their written and approved telework agreement; and
- Arrangements are in place for dependent/elder care, if dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an RWL.

Eligibility for Remote Work: In addition to meeting the basic eligibility requirements, employees seeking approval for remote work must meet additional criteria. As with all telework, management will determine if authorizing an employee to perform remote work is appropriate in accordance with this policy and based on equitable function-based criteria, including job functions and not managerial preference.

Approval for remote work should only be authorized when all of the following criteria are met:

- All of the employee's work is portable;
- Tasks or work assignments can be performed at least equally effectively at the RWL;
- There will be no foreseen disruption to customer service with any agency customers or

stakeholders (e.g., public, states, industry);
- The employee does not have duties or work assignments requiring regular in-person face-to face customer service or coworker interface except in potentially rare situations; and
- The employee has the ability to meet performance plan objectives working remotely.

Employees may not remote work if:
- The employee has been officially disciplined (i.e. a disciplinary action that results in the placement of a document in an employee's official personnel file) for being absent without permission for more than five days in any calendar year;
- The employee has any documented performance or conduct deficiencies related to telework within the preceding 12 months, such as letters of reprimand, or leave restrictions;
- The employee has been officially disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties; or
- The employee has been officially disciplined for misuse of a government computer in the preceding 12 months.

Remote Work for New Employees: The approval of remote work for new employees is at management's discretion. The basic telework and remote work eligibility criteria must be met, required training and forms completed and appropriate senior management approvals obtained prior to the commencement of remote work. At a minimum, management should consider the employee's:

- Previous federal service, if any;
- Length and nature of previous work experience; and
- Any previous experience teleworking.

IX. AUTHORIZING REMOTE WORK

The immediate supervisor must initiate and the employee's DRA (or their designee) must approve the remote work request based on a determination the employee meets all required criteria of this Policy. If the request is not approved, the DRA (or their designee) will respond in writing specifically identifying the reason the request was denied. Such decision will be subject to existing Agency or negotiated grievance procedures.

For all remote work, the official worksite is the RWL. Supervisors or managers must prepare and submit to the appropriate servicing HR SSC at least 30 calendar days prior to the effective date, the required personnel documentation (i.e., Request for Personnel Action, Standard Form 52) to change an employee's official worksite to their RWL. The SF-52 must include a copy of the employee's approved remote telework agreement and the following information:

- **Employee Information**
  - The full name, series, grade and title of the employee.
  - A copy of the employee's current position description.

- **Position Information**
  - The position's current official duty station.

- The position's proposed official duty station.

Remote Work Outside the Local Commuting Area: Any request by an employee for remote work outside the LCA is voluntary on the part of the employee. If approved, the relocation is for the convenience and benefit of the employee and the agency will neither pay for nor reimburse any relocation costs incurred by the employee. However, if the supervisor or manager recalls an employee on approved remote work to the office, then the employee is entitled to reimbursement of travel related expenses according to travel policy.

If an employee wants to perform remote work outside of the LCA the employee must meet all requirements for remote work and must receive a written recommendation for doing so, in advance, from their supervisor or manager. The written recommendation must clearly explain how the employee is fully able to perform all of their duties effectively from the remote location, so approval of the request will not, under any circumstances, diminish the agency's ability to accomplish its mission and meet its operational goals.

When assessing relocation requests the supervisor or manager must document and consider the following:

1) Evaluating recall costs by working with the Federal Employee Relocation Center Office of the Chief Financial Officer, if applicable; and
2) Whether or not the employee's work is tied to a specific geographic location or the proposed RWL will better serve the employee's work assignments (e.g., an On Scene Coordinator with an RWL in a specific location which would decrease response times to a location with documented high emergency response needs);

Directed Remote Work: A program or region may have a mission need for a position or employee to remote work from a specific location (e.g., to be closer to inspection sites). Thus, such arrangements aren't solely for the convenience or at the request of the employee. Generally, directed remote work arrangements are allowed provided eligibility, approval and other documentation requirements are met. Please note, telework is voluntary except in the case of COOP or evacuation (5 CFR 550 Subpart D). Management needs to consider the voluntary nature of telework before implementing a directed telework arrangement with an already encumbered position. Remember, remote workers aren't expected to report to the agency worksite on a regular or recurring basis and the RWL will usually be the employee's residence or a telecenter. If the program or region wants to establish a worksite at another EPA location or federal, state, local or Tribal government office, and the employee will report to the other location on a regular and recurring basis, please refer to HR Bulletin 20-003B, *Worksites Away from the Position of Record*.

Designating Positions for Remote Work: For recruitment and retention purposes, program or regional management may designate certain positions as a remote position or remote work eligible in vacancy announcements if eligibility criteria are met and senior management approval is obtained prior to posting. The program or region should carefully analyze and document in writing the need, costs, consequences and benefit to the agency's mission or goals for allowing remote work. The written documentation justifying the designation will be kept in the case file for the action. As noted previously, telework is voluntary. However, if the agency advertises the position as a "remote position" as a condition of accepting the position the employee will need to complete the telework agreement to work remotely. Or the agency may advertise the position as "remote work eligible" so

whoever is selected may choose to work remotely or at the agency worksite. Required telework forms and trainings must be completed prior to the commencement of remote work.

X. TELEWORK/REMOTE WORK TRAINING

Standardized training sessions for supervisors and employees will be jointly developed by the unions and management on the basics of telework and remote work to ensure a common understanding of the requirements. Participating employees must complete the agency-approved training and obtain acertificate of training before participation. The employee's record of the required training must be attached to the remote work agreement. Supervisors or managers must also complete agency- approved telework and remote work training and obtain a certificate of training.

XI. REMOTE WORK AGREEMENTS

The remote work agreement covers the terms and conditions of the remote work arrangement. It also constitutes an agreement by the employee to adhere to applicable guidelines and policies. The agreement includes items such as the voluntary nature of the arrangement; hours and days of duty at the RWL; responsibilities for timekeeping, leave approval and requests for overtime and compensatory time; performance requirements; and proper use and safeguards of government property and records. When any aspect of the employee's position related to remote work eligibility changes, the employee and supervisor or manager will review the employee's remote work agreement to determine continued approval.

The supervisor or manager must retain a copy of the signed remote work agreement and a copy must be provided to the employee. A copy of the signed remote work agreement must also be provided to the program or regional office telework coordinator who is responsible for maintaining telework records in the organization.

The following actions are to be taken when establishing a remote work agreement:

- The employee submits a completed application to their immediate supervisor.
- The employee and supervisor discuss the proposed telework agreement and the type of work the employee performs, which will be completed by the employee at an RWL.
- The employee and supervisor complete the application and agreement, safety checklist, and the required training.
- The employee and the supervisor will discuss any necessary procedures for accessing the secured operations of the agency worksite (i.e. a Secure Access Facility or a Sensitive Compartmented Information Facility).

XII. TIME, ATTENDANCE AND OTHER MISCELLANEOUS ISSUES

Recording Telework Hours and Control of Time and Attendance: Proper recording, monitoring and certification of employee work time are critical to the success of the program. Employees are responsible for recording all telework time into the time and attendance system using the appropriate telework time reporting codes.

Telework Time Reporting Codes: The time reporting codes all remote work employees must use to document and certify their work hours are as follows:

- **TOHRW:** Telework Overtime Hours;
- **TWRAC:** Telework for Reasonable Accommodation;
- **TWFUL:** Telework – Full-time (i.e., Remote Work);
- **TWCTU:** Telework Comp Time Used; and
- **TWCTE:** Telework Comp Time Earned.

Work Schedules: Employees who remote work will have the same schedule options as those who work at the agency worksite, including compressed or flexible schedules. Circumstances may warrant work schedules to be changed with the supervisor's approval and in accordance with established procedures. Employees should refer to the agency's work schedules policy or applicable CBA for more information.

Overtime during Remote Work - Eligibility Requirements: Approval in advance of overtime work is required; overtime work not ordered and approved in advance by the supervisor, in writing, will not be compensated. Detailed information on overtime can be found inthe *EPA Pay Administration Manual* (EPA Order 3155) and applicable CBAs.

Leave: Procedures for requesting leave are the same for remote work employees and employees working at the agency worksite. Employees are responsible for reporting leave usage appropriately on their timecards. Remote workers may utilize leave for a portion of the workday and work from the RWL for the remainder of the workday.

Workers' Compensation: Employees who remote work are covered by the Federal Tort Claims Act and the Federal Employees Compensation Act, and qualify for continuation of pay for workers' compensation for injuries sustained while performing their official duties.

The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, specifically whether the event occurred at the agency worksite or at an AWL during official duty. Typically, supervisors are not present when an employee sustains an injury. Employees, in all situations, bear responsibility for informing their immediate supervisor of an injury at the earliest time possible, seeking appropriate medical attention and filing the appropriate workers' compensation claim form.

Remote work arrangements can result in employees who are currently receiving continuation of pay or worker's compensation returning to work, taking them off the workers' compensation rolls. Supervisors may be able to find work such employees are able to perform at home or restructure existing work so some of it may be completed at home.

Requirement to Report to the Agency Worksite or a Location other than the RWL: Employees participating in remote work may be directed to report to their agency worksite or a location other than the RWL for limited reasons such as, but not limited to: special assignments, training, travel, emergencies or other situations deemed necessary by the supervisor or manager to meet mission requirements. Under these rare circumstances, the supervisor shall notify the employee as early as possible, but not less than 48 hours in advance, in an effort to provide the employee sufficient time to make necessary arrangements.

Relocation: When employee requested remote work is approved, the agency will not pay relocation costs for the employee to move to the RWL. If the remote work agreement is terminated, the employee is responsible for all costs associated with returning to the agency worksite. If the remote work is directed, the region or program may have to pay relocation costs to move the employee to the RWL or return to the agency worksite if the remote work is terminated.

Travel: The travel provisions applying to employees working at the official worksite also apply to employees who remote work. In addition, when remote work employees are directed to report to the agency worksite, they are entitled to travel expenses.

Dependent and Elder Care: Remote work may be used as a flexibility to help employees with dependent or elder care responsibilities meet their family obligations and work responsibilities. However, it is not appropriate to use remote work if the employee is unable to work due to dependent or elder care responsibilities. If dependent care or elder care would otherwise interrupt or interfere with the employee's work duties during the time the employee is working at an RWL, they must arrange for dependent or elder care. The employee must request leave or work schedule adjustments, as appropriate, for periods when the employee is not able to work due to dependent or elder care responsibilities.

Example 1: An employee has children in the home due to a school closure. Other than general oversight and occasional brief breaks to tend to family matters, the employee is able to complete work assignments during the daily tour of duty. Leave or work schedule adjustments aren't necessary.

Example 2: An employee has children in the home due to a school closure. One child needs more than minimal assistance with a school assignment during the employee's tour of duty. The employee will need to request leave or adjust their work schedule for the time they were unable to work.

Monitoring Performance: Appropriate management controls and reporting procedures must be in place before employees begin remote work assignments. Teleworkers and non-teleworkers should be treated identically for the purposes of monitoring and assessing job performance by the following methods:

- Supervisory telephone calls, video calls, or e-mail messages to an employee during times the employee is scheduled to be on duty; and
- Use of performance management systems, including regular workload/accomplishments reports for teleworking and non-teleworking employees, to determine reasonableness of work output for time spent, project schedules, key milestones, and quality of the work performed.
  Routine performance monitoring will not include use of video or audio recording of employee activities at their work stations, keystroke counting, or monitoring of "availability" status on Teams.

XIII. EMERGENCIES: DISMISSALS/CLOSURES

Closures: In the event of an agency worksite closure, remote workers are required to telework if

able to do so. Employees required to work during their regular tour of duty on a day when federal offices are closed to the public (or during delayed arrivals or early dismissals) are not entitled to overtime pay, credit hours, or compensatory time off for performing work during their regularly scheduled hours.

Late Arrivals/Early Dismissals at the Agency Worksite: When the agency announces early closure or late arrival of the agency worksite, remote workers are required to telework their regularly scheduled non-overtime hours. Early release for the holidays has to be granted to remote workers to the same extent as granted to employees working at the agency worksite.

Other Emergencies or Disruptions to the Agency Worksite: In the event of a disruption to normal office operations (e.g., national or local emergency, emergency event involving inclement weather, or any situation that may result in a disruption to normal office operations), remote workers will continue to work their normal hours unless directed otherwise by the supervisor or management, or the employees are unable to do so due to the emergency (e.g., a hurricane knocks out electricity at the remote workers RWL). Remote workers prevented from working due to an emergency may be granted safety and weather leave or administrative leave based on the circumstances of the emergency (e.g., loss of electricity, employee must evacuate, infrastructure or connectivity and child or elder care issues).

XIV. MODIFICATION AND TERMINATION OF THE REMOTE WORK AGREEMENT

a. By the Employee
    i. Employees may request to modify or adjust Remote Work arrangements.
    ii. Employees may withdraw an application for Remote Work or terminate an approved Remote Work Agreement without prejudice at any time and return to the Official Agency Worksite. To ensure clarity, the employee must notify the supervisor in writing and identify the expected date of change and the supervisor should confirm receipt of the notice in writing.
    iii. If an employee terminates a Remote Work agreement, the employee is responsible for all costs associated with returning to the commuting area of the Official Agency Worksite.

b. By the Agency
    i. Remote Work arrangements may be modified, adjusted, or terminated by management in the following circumstances:
        1. The employee no longer meets the eligibility criteria;
        2. the employee fails to comply with this Article or the employee's Remote Work agreement;
        3. As otherwise required by law

Remote work is a voluntary program and not an employee entitlement. The operational needs of the agency are paramount. Employees who are remote workers do not have an automatic right to continue remote working. Remote work agreements may be modified, adjusted or terminated by management based upon an employee's failure to adhere to remote work requirements or based upon any other consideration affecting employee eligibility. Remote work agreements may also be modified, adjusted or terminated at any time when requested by the employee and approved by the

appropriate management official. Management has the right at any time to end an employee's use of remote work, if the employee fails to comply with the terms of the employee's remote work agreement, or if the remote work arrangement no longer meets mission needs. Participation in remote work will be terminated if the employee no longer meets the eligibility criteria. Before removing an employee from remote work involuntarily, supervisors should consult their servicing labor and employee relations office for guidance.

For remote workers within the LCA, supervisors shall provide sufficient notice (typically one full pay period, when feasible) before modifying or terminating a remote work agreement to allow the affected employee to make necessary arrangements. After a notice of termination, the employee will typically have a minimum of 10 additional calendar days to report to the agency worksite. For remote workers outside the LCA, the supervisor shall typically provide a minimum of 30 calendar days' notice and the employee will typically have a minimum of 45 calendars' day to report to the agency worksite. Also, locality pay may change. The servicing labor and employee relations office will notify the president of any applicable union of the name of the employee and the reason(s) for termination. Consent or acknowledgement via signature by the affected employee is not required for the termination of remote work to take effect. An employee whose remote work agreement was terminated may re-apply for remote work.

When any significant aspect of an employee's work changes (e.g., position, work assigned, RWL), the supervisor will reassess the portability and suitability of employee's work for continued remote work approval in accordance with this policy.

Generally, an employee may withdraw an application for remote work, or terminate an approved remote work agreement, at any time without prejudice and report to the agency worksite The employee must notify the supervisor or manager in writing, and the supervisor or manager shall acknowledge the employee's notice in writing, to prevent misunderstandings about work location. If an employee ceases to remote work, the employee will be assigned to an office space similar or equivalent to other similarly situated employees at the agency worksite.

XV. DETO

General Provisions: A DETO (Domestic Employee Teleworking Overseas) is a type of remote work arrangement allowing an agency employee to telework from an overseas location on a temporary basis. The agency may not approve permanent DETO arrangements (i.e., overseas remote work without a not-to-exceed date). The employee's overseas residence will generally be the RWL. The employee is expected to return to the agency worksite when the DETO arrangement ends. These types of arrangements are rare and additional criteria beyond normal remote work requirements must be met. Also, the arrangement must be cleared through the State Department. The Chief of Mission, State Department, has authority over Executive branch employees working overseas.

A DETO is not an entitlement. The program or regional office requesting a DETO may not take any personnel actions violating merit system principles in order to provide an advantage to an employee requesting a DETO (e.g., reassigning an employee into a position with more promotion potential because the duties of the successor position are fully portable). Every required form, approval and clearance required by EPA and the State Department must be completed before a DETO arrangement can begin.

General Criteria: A program or regional office may consider requesting a DETO arrangement when an EPA employee's spouse or domestic partner is required to temporarily report to an overseas location by order of the U.S. government (civil service or military). This is known as a "sponsored" DETO arrangement. Other types of DETO arrangements known as "independent" arrangements (i.e., an employee is not on government orders of a spouse or domestic partner) may not be approved.

Eligibility: A DETO may be approved for non-probationary/non-trial period, permanent full-time or part-time agency employees who have worked at EPA for at least one year. The employee's work must be fully portable and meet the remote work criteria in this policy.

The following positions are not eligible for DETO arrangements:

- Supervisory;
- Managerial;
- Senior Executive Service;
- Senior Level (SL) or Scientific/Professional (ST);
- Requires access to or handling of classified materials;
- Positions ineligible for telework as noted in this policy; and
- If the duties of the position require reporting on or playing a substantive role in the policy or administrative issues pertaining to the country the RWL will be located in.

Authorizing a DETO: The program or regional office is responsible for securing all necessary approvals within EPA and the State Department.

1. The employee must request a DETO arrangement with their supervisor or manager. If the supervisor or manager concurs, the employee must complete a telework agreement for the DETO arrangement.
2. DETO arrangements can be costly, and the approving region or program is responsible for these costs. The supervisor or manager of the employee requesting a DETO arrangement should consult the Office of International and Tribal Affairs as soon as practicable in the DETO process to better understand State Department procedures and potential costs.
3. The supervisor or manager must develop a justification including the following information:
    a. The reason for the DETO.
    b. How the DETO arrangement meets the general remote work and DETO criteria in this policy (including outside the LCA criteria).
    c. Cost considerations for travel, recall, U.S. Embassy fees, etc.
    d. How the supervisor or manager plans to effectively monitor the employee while the employee is overseas and in a different time zone.
    e. The benefit to the agency for allowing a DETO arrangement.
    f. Supporting documentation (i.e., orders from the federal organization related to the spouse/domestic partner's move overseas).
4. The DETO agreement and justification must be approved by the employee's DAA or DRA (or designee) and the AA of OMS.
    a. The AA of OMS will consult the Administrator's Office, if necessary, and the Chief Information Officer about information security concerns related to the DETO.
5. Once the EPA remote work agreement has been approved, the program or regional office

must secure clearance through the State Department. The supervisor or manager will work with OITA to complete this process.
    a. For overseas arrangements less than one year, approval must be obtained through the e-Country Clearance process (https://myservices.servicenowservices.com/ecc).
    b. For overseas arrangements longer than a year (including extensions of arrangements previously approved through Country Clearance), the National Security Decision Directive 38 process must be followed (https://nsdd38.state.gov/).
6. The employee must also meet any overseas training requirements and have proper documentation such as passports, visas, and a work permit to perform work for the federal government overseas.
7. Once approvals from EPA and the State Department have been obtained, the documentation verifying approval and a SF-52 should be sent to the servicing HR SSC to change the employee's duty station when they arrive overseas. The HR SSC will not effect any change in duty station without a complete approval package.
    a. The employee is responsible for notifying the supervisor of arrival at the overseas location so the personnel action can be effected timely.
    b. The employee must complete the telework safety checklist for their overseas RWL and return it to their supervisor or local telework coordinator within two pay periods of the employee starting the DETO.

Conditions of a DETO: The employee is treated like a domestic employee in regards to position duties and responsibilities related to work assignments, time and attendance and performance. The employee is expected to attend meetings, communicate with management and customers, and otherwise fulfill the duties of their position. The employee may not perform work at any other location than the approved RWL(s) in the telework agreement.

Pay and Leave:
- The base rate for the General Schedule (GS) pay scale will be used, locality pay is not applicable.
- EPA's standard policies and guidance regarding time and attendance apply. Employees must regularly communicate with their supervisor or timekeeper each pay period to ensure time and attendance is accurate.
- Overtime must be ordered and approved in writing and in advance.
- Employees are subject to the overtime and premium pay entitlements applicable to their positions (i.e., based on the position's designation as Fair Labor Standards Act exempt or non-exempt).
- Employees are only entitled to U.S. holidays and are expected to work during regular duty hours or use other paid leave (annual leave, credit hours, etc.) for local holidays of the overseas location. They are not entitled to premium pay or compensatory time when working on a local holiday.
- Employees are required to work during regular duty hours (or use other paid leave) if the domestic agency worksite has a closure (e.g., emergency, weather, etc.).
- Employees may be eligible for workers' compensation benefits for disability or death resulting from injury sustained in the performance of duty when qualifying criteria are met under the Federal Employees' Compensation Act.

Training and Travel:
- Employees traveling on official business away from the duty station reflected on their SF-50

as part of the DETO position's duties are eligible for temporary duty travel. TDY travel should be minimized, and alternate technology used instead, to the extent practicable. Travel expenses (e.g., per diem) must be documented in an official travel authorization.

- Distance learning options generally should be used as the first option to meet training needs.

Termination of a DETO:

- The duration of a DETO arrangement may not exceed the initial overseas assignment duration of the spouse or domestic partner's orders.
- Additional time may be requested by presenting an amended telework agreement (same approval requirements as the original) and seeking permission from the State Department through the NSDD 38 approval process.
- The supervisor may cancel or amend the DETO by providing written justification based on the needs of the office, misconduct or unacceptable performance at any time with prior notification of at least two pay periods.
- The employee may cancel the telework agreement at any time with prior notification of at least two pay periods.
- An employee may request an adjustment of the DETO agreement by providing a written justification to the supervisor or manager for consideration and approval.
- Nothing in this policy impacts the State Department's authority to determine who may telework overseas.
- Upon termination of a DETO arrangement, the employee is generally expected to return to the domestic agency worksite. However, options to accommodate the employee's circumstances may be considered (e.g., extended leave, including leave without pay or resignation). The supervisor or manager should consult their regional human resources officer or program management officer for guidance on next steps.
- The supervisor or manager is responsible for submitting a SF-52 to the servicing HR SSC to change the employee's duty station once a DETO arrangement ends

XVI. REPORTING

As OPM and other federal organizations seek telework (including remote work) reports, the agency's TMO and agency telework coordinator will serve as the primary liaisons between EPA, OPM and other federal organizations. EPA's telework coordinator will serve as the agency's central coordinating pointand will work with telework coordinators across the agency to prepare comprehensive teleworkinformation.

XVII. FACILITIES AND EQUIPMENT

Remote Work Location Office Space: Requirements will vary depending on the nature of the work and the equipment needed to perform the work. At a minimum, employees should have adequate internet speed and be able to easily access the intranet, agency systems, communicate by telephone, email and established collaboration tools (currently Microsoft O365 suite) with the supervisor, coworkers and serviced clients when working from their RWL. In addition, employees are responsible for verifying and ensuring their work areas comply with health and safety requirements (see the *"Employee Self-Certification Safety Checklist"*). Home work areas must be clean and free of obstructions, in compliance with all building codes, and free of hazardous materials. An employee's request to remote work may be disapproved or rescinded based on safety problems or the presence of hazardous materials. In rare instances, a designated safety official may inspect the

RWL for compliance with health and safety requirements when deemed necessary.

Agency Worksite Space Sharing: The organizational unit where an employee is assigned, may implement space-saving initiatives in regard to employees who have approved remote work agreements. Such space-saving options may include shared workstations, smaller workstations or unassigned touchdown/hoteling situations. If management seeks to implement any such space-saving initiatives, they will notify the unions and bargain to the extent required by CBAs, local agreements, applicable law, rule and regulation.

Government-Furnished Equipment: The agency may provide GFE to its remote work employees equivalent to that provided to employees at the agency worksite. Supervisors may authorize purchase and distribution of additional GFE items (such as monitors, printers, etc.) as needed.

Employees who have an agency-issued laptop or mobile phone assigned to them shall take reasonable safeguards against theft and damage. All agency-issued equipment and supplies remain the property of the agency and the EPA remains responsible for service and maintenance of the equipment. The EPAis also under no obligation to service or maintain equipment belonging to the employee, even if the employee uses it for agency work.

If an employee furnishes their own equipment/workstation at the RWL, the government willnot reimburse the employee for the purchasing costs of the equipment/workstation. In addition, the employee is responsible for the maintenance, repair and replacement of privately owned equipment. The agency will not reimburse the employee for such costs, including broadband.

The EPA may not reimburse employees for the utility costs (e.g., heating, air conditioning, lighting and the operation of government-furnished computers) for RWLs. Utility costs include the monthly service charges for telephone or specific telephone charges. Employees should use agency meeting and conferencing tools, communication options like EC-500, or government-issued mobile phones or calling cards to conduct official government business with customers and contacts in other locations.The agency may reimburse employees for miscellaneous office supplies. Employees requiring pens, paper, paper clips, notebooks, etc., may use the supplies provided by the agency.

For employees that work at an RWL outside of the LCA, the Agency is responsible for service and maintenance of Agency equipment. In cases where Agency equipment is in need of repair and upgrade, the Agency will make all reasonable efforts to initiate repairs and upgrades remotely. However, should in-person assistance be required, managers and employees will work together to make arrangements to ensure that repairs and upgrades can be made expeditiously; this may include providing temporary equipment and enabling shipping of inoperable and repaired equipment. In consultation with the employee, supervisors will make determinations over questions such as the employee's duty status, appropriate work assignments and potential temporary equipment during the interim period between when repairs and upgrades are required and when they are completed.

Note: Consistent with the agency's Records Management Policy, official agency business should first and foremost be done on official EPA information systems. The Federal Records Act prohibits the creation or sending of a federal record using a non-EPA electronic messaging account unless the individual creating or sending the record either: (1) copies their EPA email account at the time

of initial creation or transmission of the record, or (2) forwards a complete copy of the record to their EPA email account within 20 days of the original creation or transmission of the record.

XVIII. INFORMATION SECURITY

The EPA CIO issues and maintains information security directives for protecting EPA information and information systems to include when users are working remotely and accessing systems remotely. These directives outline the responsibilities of each program office, region orother organization, and users in protecting EPA systems and information. Other pertinent supporting information security directives may be issued by users' program office, region or other organization.

Users agree their responsibilities, described in the agency's information security directives, apply while on telework status. Remote workers must minimize security risks to all agency information and systems.

The RWL workplace and workstation and other devices used with agency information must be configured to ensure all agency information in any form or format is properly protected at all times and in accordance with all agency directives.

XIX. RECORDS MANAGEMENT

When working at an RWL, agency employees must continue to comply with the agency's records management policy and any other applicable policies related to using, creating, maintaining and disposing of records. Employees shall also comply with the Federal Records Act, Freedom of Information Act, the terms of any litigation hold, discovery in litigation and any requests for records by the Office of the Inspector General. Employees should also be aware that Agency work maintained on an employee's personal computer may be subject to litigation discovery or the Freedom of Information Act even if it is not considered a record under the Federal Records Act. Remote workers should refrain from saving any EPA information to their personal equipment. Any record removed from the agency worksite for telework assignments remains the property of the agency and any information generated from telework assignments is the property of the agency. Employees are responsiblefor maintaining the integrity of their records and for producing records on demand.

Disposal of Telework Program Records: EPA Records Schedule 0039, Alternate Worksite Records, authorizes the disposal of records related to requests or applications to participate in an alternate worksite program (i.e., telework). This includes agreements between the agency and an employee, records relating to the safety of the worksite, the installation and use of equipment, hardware and software, and the use of secure, classified information or data subject to the Privacy Act.

XX. POLICY UPDATING PROVISION

In accordance with the Telework Enhancement Act of 2010, this provision authorizes the assistant administrator of OMS, who has been re-delegated management authority for the agency's directives system, the ability to independently update the agency telework policy as required by other relevant federal organizations, including, but not limited to, the Office of Management and