

## Article 5

# Employee Rights and Responsibilities

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### Section 1

The parties agree that Employees have workplace rights and responsibilities. Employees have workplace rights as defined in 5 U.S.C. §7102 and applicable regulations. Subject to these rights, Employees are expected to follow the direction of management.

### Section 2

- A. Employees have the right to have a Union representative at:
  - 1. All formal discussions between the Employer and the Employee concerning any grievance, or any personnel policy or practices or other general condition of employment, as provided for in 5 U.S.C. §7114(a)(2) and applicable regulations.
  - 2. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if, (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation, as provided for in 5 U.S.C. §7114(a)(2) and applicable regulations.
- B. The Employer retains the right to hold counseling sessions with Employees without the presence of a Union representative. Counseling sessions may include an informal discussion between individual Employees and their supervisors regarding the Employee's performance; work assignments and procedures; application of established office policies and practices; leave practices and requests; and discussions of a personal nature.

### Section 3

A Union representative's role during a Weingarten or other administrative inquiry/investigation is limited to advising the Employee of his/her rights. The Union representative may not disrupt the meeting and may not answer for the Employee.

### Section 4

- A. Employees are required to carry out the lawful instructions of a supervisor or any other HHS management official with real or apparent authority. If there is a disagreement between the Employee and the supervisor or other management official, the Employee will comply with the instructions and, if desired, challenge the matter later.
- B. Employees are accountable to the Employer for the performance of their officially assigned duties and responsibilities. In the performance of those duties and responsibilities, Employees will be governed in their conduct by the HHS Standards of

Conduct and government-wide standards of ethical conduct and will comply with lawfully implemented management directives and guidance.

- C. Employees are expected to be at their duty stations on time, as scheduled. Employees must provide advance notice of their absences (including use of official time) and request leave well in advance, in accordance with the specific contractual provision and other applicable laws, rules, regulations, and policies.
- D. Employees must be courteous and professional at all times while in duty status or in other situations in which the Employee is representing the Agency.
- E. All Employees are required to verify their time cards and/or to make appropriate entries into a computerized or mechanized time reporting system maintained by the Employer. This verification includes the number of hours actually worked, the number and type of leave hours requested and/or approved. Falsification of time records is a serious offense punishable by law.
- F. Employees must provide contact information, such as their telephone or cell phone numbers, if requested by the Employer. The Employer will safeguard this information which will be used for official purposes only.
- G. All Employees are required to cooperate in any official investigation conducted by the Employer. Employees may be subject to disciplinary action for refusing to respond and/or to cooperate or for failing to respond truthfully.
- H. Employees are expected to dress in proper business attire; neatly and professionally as appropriate for their assigned duties , as determined by the Employer.
- I. In accordance with 5 C.F.R §630.405, when requested Employees must provide administratively acceptable medical documentation as required to substantiate their absences or requests for leave.

## **Section 5**

- A. Employee donations to the Combined Federal Campaign, blood drives, and other solicitations will be voluntary, and Employees will not be coerced to contribute .
- B. An Employee must appropriately request permission and receive prior approval from his/her supervisor to participate in HHS sponsored events and must consider assignment, office, and HHS mission and needs in determining whether to participate or not.

## **Section 6**

When an Employee wishes to request permission to leave the work site to contact a Union representative, the Employee must provide his/her supervisor with enough information regarding the nature of the visit for the supervisor to determine what is a reasonable amount of time for the Employee to be gone. The Employee must obtain prior approval from his/her supervisor. The

Employee must give the supervisor a telephone number at which s/he may be reached while absent in case of urgent work-related need.

## **Section 7**

- A. If an Employee does not receive an electronic funds transfer (direct deposit) for salary on the designated date, the Employee may contact the local administrative office for the appropriate forms necessary to request a replacement deposit.
- B. When an Employee does not receive a salary check (including direct deposit) the Employee may request an emergency payment to avoid financial hardship.
- C. Employees have the responsibility to review their bi-weekly Earnings and Leave statements, currently assessable through myPay, in a timely manner and to notify their timekeeper and/or supervisor as soon as practicable of any discrepancy thereon.

## **Section 8**

- A. It is recognized that all Employees are expected to pay promptly all just financial obligations .
- B. The Employer agrees that it will not otherwise disclose or discuss the Employee's financial information without the explicit signed, written consent of that Employee or either a court order or other mandatory operation of law. Nothing in this section may be construed to prevent the Employer from verifying that an individual is an Employee, or providing her/his grade and/or the gross amount of her/his pay, or both..
- C. Nothing in this section may be construed to preclude the Employer from complying with an order from a court of competent jurisdiction instructing the Employer to comply with legal process brought for the enforcement of an Employee's legal obligations to provide child support and/or alimony payments and other garnishments, in compliance with government- wide laws, including 5 U.S.C. §5520a, 42 U.S.C. §659, and such government-wide rules, regulations, and executive orders as may from time to time be promulgated there under.
- D. Nothing in this section may be construed to inhibit the Employer from enforcing government-wide rules, regulations, or policies governing use of Government-issued travel or purchase charge cards, phone cards or equipment.

## **Section 9**

- A. The Employer may allow Employees to decorate (or personalize) their offices and individual work areas, but decorations may not interfere with or violate the following:
  - 1. Commonly accepted professional business standards;
  - 2. The Employer's method of conducting business;

3. The rights of other Employees, particularly Employees with whom they share the office or work area, and the public;
4. Federal property, health and safety requirements and facility maintenance needs for government owned and leased space;

B. Decorations cannot be posted in public spaces unless authorized by facility management and in compliance with applicable federal laws, rules, regulations and HHS policies.

C. The Employer reserves the right to order an Employee to remove any item(s) from their workspace. Failure to timely comply with the order, may result in the Employer removing the item(s) from the workspace.

D. All Employees that are certified to perform CPR may display symbols for CPR in their offices and individual work areas.

## **Section 10**

A. This section applies to all Employee communications made using government equipment such as: phone calls, text messages, voicemails, emails, faxes and other communications, whether by telephone, facsimile, e-mail, or any other media, as well as desks, phones, computers, files, furniture, and work spaces.

B. The Employer has a legitimate business, national security, and cybersecurity interest for monitoring Employees' use of Government property and equipment, and Employees have no right to privacy when using such property and equipment. Subject to applicable law, government-wide rule, or regulation, the Employer is not required to inform the Employee of a search of government property or equipment or to allow the Employee or the Union to be present.

## **Section 11**

A. Employees who are approved by a third-party adjudicator as relevant and material witnesses for the proceeding will be made available to testify. To reduce costs, the Parties will use remote technology to the greatest extent possible during any administrative proceeding for Employees whose assigned duty station is outside the commuting area of the proceeding location. Any requirement for physical presence at the hearing will be at the sole discretion of the hearing authority.

B. The agency will pay for one-third (1/3<sup>rd</sup>) and the Union will pay for the remaining two-thirds (2/3<sup>rds</sup>) of the travel and per diem for the grievant, complainant, appellant, or similar, and the union will pay for the full cost for union witnesses who are current employees, if determined that their physical presence is necessary.

C. Employees will be permitted to use duty time, when:

1. Being interviewed by a steward who is using official time; or
2. By a national representative of the Union, in connection with a matter for which remedial relief may be sought pursuant to this Agreement; or
3. At an arbitration if ordered to appear by the arbitrator.

## Article 7

# Union Rights

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### SECTION 1

A. It is agreed that the Union shall be given the opportunity to be represented:

1. At all formal discussions between the Employer and the employee concerning any grievance, or any personnel policy or practices or other general condition of employment, as provided for in 5 U.S.C. §7114(a)(2) and applicable regulations.
2. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if, (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation, as provided for in 5 U.S.C. §7114(a)(2) and applicable regulations.

B. Generally, The Employer will notify the Union in writing of any scheduled formal meeting in advance. If possible, the notice will be given at least two (2) workdays in advance of the meeting. Notice to each chapter shall go to the representative(s) designated by the Union. The local Chapter may designate a union mailbox to receive such notifications. In the absence of such written description, notice shall go to the chapter president. If available, the notice shall include an agenda.

C. The Union will notify in writing the identified management official and the Labor Relations Specialist of the Union's designated representative who will attend the meeting at least one (1) work day in advance of the meeting, or if less notice was provided to the union, then as soon as possible. The Employer will acknowledge the attendance of the designated Union representative at the start of the formal meeting.

D. Provided that it is not otherwise inconsistent with law, rule or regulation, bargaining unit employees may forward settlement agreements relating to complaints and grievances affecting working conditions of the employee to the appropriate NTEU president. NTEU has seven (7) days from the date the employee receives the settlement agreement to notify the Agency if it alleges that the settlement conflicts with any negotiated agreements between the HHS and NTEU or other non-discretionary requirements. Failure of the Union to allege within the seven day consideration period that a conflict exists shall be deemed acceptance of the settlement agreement.

Settlement agreements will contain the following statement: This settlement agreement is subject to approval for compliance with negotiated agreements between HHS and NTEU. Accordingly, bargaining unit employees may forward it to the appropriate NTEU chapter president or the NTEU National President. NTEU has seven (7) days from the date the employee receives the settlement agreement to allege any conflicts with any negotiated agreements between the HHS and NTEU, or other non-discretionary requirements. If NTEU alleges any conflicts, NTEU will notify the employee.

## **SECTION 2**

All requests for data made by the Union under 5 U.S.C. § 7114(b)(4) will be so identified and will be processed in accordance with all applicable laws, regulations, and contractual obligations.

## **SECTION 3**

The Union may refuse to represent any bargaining unit employee in any proposed disciplinary actions, any statutory appeals, or any matter outside this Agreement, which includes the following:

- Adverse actions such as removals, demotions, etc.
- EEO complaints
- Unacceptable performance actions such as removal or demotion
- Workers compensation cases
- Allegations of prohibited personnel practices

## **SECTION 4**

All NTEU field representatives and NTEU National Negotiators who are not current federal employees will be afforded the same access to federal facilities as is afforded to members of the general public and must comply with all security procedures and Rules and Regulations governing conduct on Federal property. Failure to do so may result in the banning of the individual from HHS space.

NTEU is required to provide a list of any non-current federal employees who have badges in their possession.

**Article 9**

**Union Access to Employer Services**

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**SECTION 1**

- A. As a responsible steward of the American Taxpayer, the Parties recognize the need to utilize space in a manner consistent with space saving initiatives aligned with Department and other Federal initiatives to reduce office footprints and fiscal impacts.
- B. As such, the Employer agrees to provide the Union dedicated private office space for the designated recognized entity, NTEU, for the conduct of official business. This space shall be provided in the vicinity of the NTEU President's locality and will not be the regularly assigned office for any individual. One additional office shall be provided in the Washington, DC headquarters region for use as designated by the NTEU President, if desired. Under no circumstances will Union office space be required to exceed 170 square feet in the aggregate. The Employer may provide parking at its sole discretion. Use of this space and parking will be subject to paragraph C below.
- C. The Union agrees to pay the Standard Level User Charge (SLUC) for its use of the Employer's space as determined by the Agency. The rental amount will be calculated to include a reasonable estimate of the cost of furnishings and other Agency resources provided for use by the Union pursuant to this Article. The Agency will provide to the Union the cost of any space permitted for Union use for the upcoming fiscal year prior to the beginning of the fiscal year, or any portion thereof where a full fiscal year is not available. The Union agrees to remit the cost of such space at least 30 calendar days prior to the beginning of the new fiscal year or when otherwise due, if it desires to rent or continue renting the space for the upcoming fiscal year. The Union agrees to pay such rent when due or immediately cede access to the space. Charges will be assessed and paid before the union occupies any dedicated private space. Use of space only intermittently will not impact the rental cost of any space by the Union.
- D. The Employer agrees to provide access, on a space-available basis, to conference room space reservations for the conduct of official business for appointed NTEU representatives for the conduct of official business. These space reservations are to be used for Union grievance meetings with employees, to include during employees' non-duty status. Union Representatives will be responsible for scheduling and cancelling reservations as needed and failure to adhere to cancellation protocols could result in denial of future reservations. The Union will have the same access to the reservations as other employee groups and, like other employee groups, the Union may have reservations cancelled by the Agency as

Agency business requires.

- E. All union office space is subject to audit requirements and other internal security requirements as any other Department space is, and when needed, Agency officials will not be denied entry to the space.
- F. The Employer agrees that, where available, the Union may have access to the use of Video Teleconferencing and Computer Training Rooms for Union Sponsored Training, as approved by the Employer. The Union will have the same access as other groups.
- G. Paragraphs B and C apply only in the event that the Department of Justice issues an opinion stating that the Agency is permitted to charge and collect rental payments from the Union. Until such opinion is received, the Agency shall provide no space to the Union. The Agency will promptly request such an opinion before the effective date of this Agreement.

## **SECTION 2**

- A. The Union shall be responsible for furnishing its own equipment (laptops, mobile devices, printers, etc.) as to relieve any burden of audit accountability and internal security requirements by the Department. The Union will be provided Wi-Fi access by the Department, where available.
- B. Beginning with the Effective Date of this Agreement, government issued equipment may no longer be used by Union representatives for representational purposes. Any equipment issued to a Union representative solely for representational purposes must be returned.

## **SECTION 3**

- A. At the sole discretion of the Employer and with prior approval from the Employer, Union representatives shall be permitted reasonable use of public hard line telephones provided by the Employer along with the Department's internal physical mail system when necessary for conducting labor-management activities not inclusive of internal union business. Consistent with postal and Departmental regulations, the Union shall have use of Employer metered mail limited to labor relations representational matters but not including matters relating to internal Union business. This, however, does not permit the Union representative to use other types of mailing such as express, overnight, registered, certified mail, etc. Management has the right to cancel or deny at any time the use described in this section.
- B. Official publications of the Union, which may include newsletters, fliers, or other

notices, may be distributed, with prior approval by the Employer, on Employer property by Union representatives during non-duty time.

- C. Where available, the Employer agrees to provide the Union physical space for official Union materials on public bulletin boards. Prior to posting, all such union materials must be approved by the Assistant Secretary for Administration (ASA), or designee, and will be limited to the designated space and shall be properly identified as official Union issuances.
- D. The Union is responsible for the content of all Union materials posted or distributed.
  - 1. Union postings will be maintained in an orderly condition.
  - 2. Posted material shall be pertinent to the conduct of workplace business and not related to partisan political matters.
  - 3. Posted and distributed Union materials shall not malign or negatively refer to specific managers or individuals.

#### **SECTION 4**

- A. Regardless of jurisdictional laws, absent written consent from all Parties (with the exception of court reporting transcripts in the conduct of official business), the recording (audio, visual, or any other form) while conducting Union business in the capacity of an exclusive representative (on or off premises) is prohibited. Nothing in this section prohibits the Employer from exercising its internal security of the agency.
- B. Access to Employer policies, documents, correspondence and so forth, to include items related to an individual employee, are for official business use only and will not be distributed, posted, or shared in any way outside the strict scope of the business capacity in which they are used by the exclusive representative.

#### **SECTION 5**

In the event of any inconsistency or conflict between this Article 9 and any other Article contained in this Agreement, the terms, conditions and provisions of this Article shall govern and control.

## Article 10

# Union Representatives / Official Time

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### SECTION 1

A. This Article provides an equitable process for the allocation and approval of time for representational activities as negotiated pursuant to the Federal Service Labor-Management Relations Statute (FSLMRS or Statute), and shall be administered in accordance with said Statute and this Agreement.

1. "Official" time is duty time that a union representative spends performing the representational duties specified in 5 U.S.C. §7131 (a) and (c). While on official time, the employee receives his or her regular salary if otherwise in a duty status. It does not include payment for overtime.
2. "Union" time is duty time that a union representative spends performing representational duties other than those found in 5 U.S.C. §7131 (a) and (c). If granted, the absence will be charged to either annual leave or leave without pay, at the representative's discretion.

B. "Union representatives" as used in this Article, means any employee representing the exclusive representative (in this case as a duly designated NTEU Union representative).

C. This Article respects the Statute's goals of promoting collective bargaining while honoring the Statute's requirement that its provisions be interpreted to promote an effective and efficient government. The Agency and the Union share the responsibility to ensure that any time used for representational activities:

1. Is authorized in writing prior to use; and
2. That appropriate recordkeeping mechanisms, as determined by the Employer, are utilized for tracking and recording all time by all union representatives for performing representational activities during the term of the Agreement as described in this Article.

D. It is the Union's responsibility to ensure that any Official Time used for representational activities is used appropriately, in accordance with the Statute and this Article.

E. In the interest of effective and efficient government as stewards of the American tax payer, abuse or misuse of any official time or union time used for union representational matters, to include failure to timely and accurately report the time used, will not be tolerated and may result in administrative action against the union officer or representative at the Employer's discretion and will be procedurally addressed as follows:

1. First offense = The NTEU President is notified and the Union representative receives a warning;
2. Second offense = The NTEU President is notified and the Union representative is prohibited from using official time or union time for representational activities for thirty (30) calendar days; and
3. Third offense= The NTEU President is notified and the Union representative is prohibited from using official time or union time for representational activities for the remainder of the duration of the Agreement.

F. Taking an administrative action as defined above does not prohibit the agency from affecting discipline or adverse action as appropriate.

## **SECTION 2**

A. In accordance with 5 U.S.C. §7131 of the FSLMRS, Union Officers and Representatives (not to exceed the number of individuals designated as representing the Employer for such purposes) will receive reasonable amounts of official time within the scope of the FSLMRS for:

- A. Negotiations of collective bargaining agreements and attendance at impasse proceedings (excluding travel and preparation time) under 5 U.S.C. §7131 (a) of the FSLMRS.
- B. Participation in any phase of a Federal Labor Relations Authority (FLRA) proceeding, for which official time is ordered by the FLRA under §7131 (c) of the FSLMRS.

B. The Parties agree that beyond the reasonable official time required under 5 U.S.C. §7131(a) and (c), no additional official time is reasonable, necessary, and in the public interest; therefore the Parties agree that no official time shall be granted under 5 U.S.C. §7131(d).

C. As an alternative to official time, employees may request union time to be recorded as Leave Without Pay (LWOP) or annual leave to perform the duties below, in accordance with the procedure in Section 6.

1. Any employee representing an exclusive representative, or
2. In connection with any other matter covered by FSLMRS, any employee in an appropriate unit represented by an exclusive representative.

## **SECTION 3**

Union representatives and bargaining unit employees shall not perform any activity relating to internal Union business on official time, including the solicitation of membership, elections of labor organization officials, and collection of dues. These activities must only be performed while in a non-- duty status, i.e., leave without pay (LWOP) or annual leave.

#### **SECTION 4**

A. The NTEU President will provide the Assistant Secretary for Administration (ASA), or designee, written notification of the name, union position, designated representational time (official time), duty station, telephone number, organizational unit, and immediate supervisor of each Union representative within ten (10) workdays of the effective date of this Agreement and every 6 months thereafter so that appropriate discussions can be held with these supervisors and managers.

B. The NTEU President shall provide the ASA, or designee, the same information in writing of any change in the list of Union representatives no later than ten (10) workdays before the effective date of the change. Temporary changes, e.g., to cover another representative's absence, shall not be utilized to increase the number of representatives entitled to use official time, provided by this Article. The NTEU President will indicate the duration of any temporary appointment.

#### **SECTION 5**

A. Union representatives are required to stagger their request for authorized and approved union time over the course of the fiscal year. Union representatives will work out time usage for official representational purposes consistent with this Agreement with their supervisors to accommodate both union representational activities and Agency assigned duties.

B. The NTEU President, or designee, will maintain close oversight over the use of time to ensure that official time is kept to a minimum.

#### **SECTION 6**

A. Union representatives will be permitted to leave their assigned work area on union time, as appropriate and consistent with the work demands of the position, as authorized under and subject to this Agreement, including the limitations on pay and official time, after:

1. Providing written or verbal notification to their immediate supervisor or appropriate Management Official;
2. Providing a good-faith estimate of the amount of time for which release is requested;
3. Indicating the destination, if any; and
4. Specifying the appropriate representational category.

B. If there is more than one (1) Union representative reporting to the same supervisor, the parties agree to work closely and constructively to reduce the impact of multiple representatives on performance of the work of the unit.

C. A Union representative shall, to the extent possible, schedule his/her absences so as not to compromise important work assignments, impede work, or interfere with the effective, efficient, and timely accomplishment of the Agency's mission. The supervisor shall, to the extent possible, schedule assignments, and inform Union representatives of assignments, in advance in order to reduce the likelihood of conflicting demands. The time spent in carrying out the representational duties described in this Article may require some adjustment of a representative's workload if, in the judgment of the Employer, an adjustment is necessary and practicable.

D. Supervisors and Union representatives are encouraged to meet, periodically, to forecast time use and to assess potential impact of official time on office workload.

E. Union representatives will be permitted to leave their assigned work area as authorized under this agreement only after reporting to their immediate supervisor or appropriate management official and identifying the purpose of their activity. The Union representative shall request union time in advance from their supervisor or their designee and have it approved in advance prior to the use of time. The representative may be released unless a union representative's presence is necessary to meet customer service, the work of the office requirements, or the effective, efficient, and timely accomplishment of the office's mission. If the representative cannot be released at the time of the request and the amount of time the parties agree to, is reasonable, the representative and the supervisor may discuss a mutually agreeable time for departure. The Union representative will be given a brief amount of time to inform any bargaining unit employees involved in the delay.

F. If management is unable to approve a request for time, management will, within one workday, identify an alternate time for use of the requested time.

G. Upon entering any work area to meet with an employee, the representative will advise the immediate supervisor of his or her presence, the employee to be contacted, and the estimated duration of the meeting.

H. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both will contact their supervisors telephonically or by e-mail to request to extend the anticipated return time and the amount of additional time needed. The supervisor (of the employee and union representative) will determine if the time can be extended for each individual or if rescheduling is necessary due to work requirements.

I. When the Union representative needs to leave the work site and his or her immediate supervisor is temporarily absent from the site, or in unforeseen circumstances is unable to get approval from the immediate supervisor, the representative will request release from another supervisor or manager in the chain of command prior to leaving the work site.

## **SECTION 8**

A. Each Union representative shall timely submit to his/her supervisor a biweekly written report of the amount of official time that he/she has spent on Union activities covered by this Article through the Employer's time and attendance system, and shall provide an amended report if official time is used after submission of their time and attendance through the Employer's system.

B. Union representatives will use the following categories in completing their time and attendance report-

1. Term Negotiations (LRT): This category is for reporting official time hours used by union representatives to negotiate a basic collective bargaining agreement or its successor including attendance at an impasse proceeding, as provided in 5 U.S.C. §7131(a).
2. FLRA proceedings (LRFLRA): This category is for reporting official time hours used by union representatives under 5 U.S.C. §7131(c).

## **SECTION 9**

In the event of any inconsistency or conflict between this Article 10 and any other Article contained in this Agreement, the terms, conditions and provisions of this Article shall govern and control.

## Article 13

# New Employee Orientation

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### SECTION 1

The Employer agrees to conduct a New Employee Orientation (NEO) to all new employees. The New Employee Orientation will include a brief overview of the Agency, basic information on employee responsibilities and benefits, the ethical rules, and standards of conduct applicable to employees.

### SECTION 2

- A. NEO will also include document processing and other requirements for entering onto federal duty.
- B. The Employer agrees, to the best of its ability, when presenting an employee with an EOD package, to provide the employee a package of material provided by the Union. The package may contain:
  - 1. the NTEU Insurance Plan Brochures, if any;
  - 2. an SF-1187, Dues Withholding Form; and
  - 3. a list of local Chapter representatives (including telephone numbers and location).
- C. The Union agrees that the above material will not violate the law or the security of the Employer, nor will it contain libelous material.

### SECTION 3

Monthly the Employer will provide to the appropriate chapter(s) a then-current list of all new bargaining unit employees.

## Article 15

# Annual Leave

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### SECTION 1

- A. Employees will earn annual leave in accordance with applicable statutes and regulations. Annual leave is paid time off (in a non-duty status) earned by an Employee and approved by the Employer. When requesting other types of leave, the rules of those leave types apply.
- B. The Employer has right to approve or deny use of annual leave, including extended annual leave.

### SECTION 2

- A. Annual leave will be charged and requested in increments of one-half hour, in accordance with 5 C.F.R. §630.206.
- B. Management has discretion to approve or deny requests for leave as well as to revoke approved leave and to recall an employee on leave to return to work. Leave Approving Officials (LAO), e.g., the employee's supervisor or designee, may take into consideration work load requirements, operational needs, staffing levels, and other considerations in approving, denying, or revoking annual leave.
- C. Requested leave is not officially authorized and may not be used until approved in writing by the LAO. Employees taking leave without the LAO's written approval will be considered absent without leave and subject to discipline.
- D. Employees, including those in travel status, will earn and use annual leave in accordance with applicable law, government-wide rule, regulations, this Article, Article 42 and the Federal Travel Regulations (FTR).
- E. It is the responsibility of the employee to request annual leave as far in advance as possible. If the use of annual leave cannot be anticipated, requests for approval shall go to LAO as soon as the need for annual leave is known, but no later than the start of the employee's tour of duty, as recorded in the official HHS time-keeping system. Should the employee be unable to reach the LAO, the employee must leave the LAO a voicemail, email, or text message, requesting the leave, including the anticipated duration of the leave and a contact number where they may be reached during the leave. The employee is responsible for ensuring that their request has been received and approved.

### SECTION 3

Extended leave requests (any request for annual leave for periods of five (5) or more consecutive workdays or days off immediately preceding or following a federal holiday) must be submitted at least 60 days in advance. During periods of historic high leave use or operational needs, Management may require that extended leave requests be submitted by a specific date.

#### **SECTION 4**

- A. It is each employee's responsibility to schedule and use annual leave in a timely manner to avoid forfeiture of annual leave in excess of the maximum allowable carry over (also known as "use or lose"). Each employee will monitor their bi-weekly Earnings and Leave statements, currently assessable through myPay, in order to make advance requests for leave which comply with this Section 4.
- B. Due to workload and scheduling requirements and high interest, subject to management discretion, employees may not take more than five (5) consecutive days of annual leave per month during the months of November, December, and January.
- C. Requests for annual leave during the months of November, December, and January must be submitted to the LAO no later than September 15<sup>th</sup> of each year.

#### **SECTION 5**

Advanced annual leave is not an entitlement. It is to be used only in extraordinary circumstances and is granted solely at the discretion of the Employer. Employees may request advanced annual leave in accordance with OPM eligibility requirements.

- A. Any annual leave earned while an employee is indebted to the agency for annual leave will be used first to repay the debt.
- B. Employees must repay any outstanding leave balance at the time of separation. No repayment is necessary if the separation is due to the employee's death or disability.

## Article 16

# Sick Leave

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### SECTION 1

Employees may use accrued sick leave/medical leave in accordance with law and regulations.

### SECTION 2

It is the responsibility of the employee to request sick leave as far in advance as possible. If the use of sick leave cannot be anticipated, requests for approval shall go to the Leave Approving Official (LAO), e.g., the employee's supervisor or designee, as soon as the need for sick leave is known, but no later than 30 minutes after the start of the employee's tour of duty, as recorded in the official HHS time-keeping system. Should the employee be unable to reach the LAO, the employee must leave the LAO a voicemail, email, or text message, requesting the leave, including the anticipated duration of the leave, and a contact number where they may be reached. The employee is responsible for ensuring that their request has been received and approved.

- A. Requested leave is not considered officially authorized until approved by the LAO. Employees taking sick leave without the LAO's approval will be considered absent without leave and subject to discipline.
- B. An employee shall, as soon as possible, inform his or her LAO in writing of the anticipated duration of the absence. If the illness extends beyond the anticipated date, the employee will notify the LAO in advance of the need for an extension.

### SECTION 3

- A. The Employer has the right to require the employee to provide a medical certificate (i.e., reasonably acceptable evidence from a licensed healthcare practitioner to substantiate a request for approval of sick leave) in accordance with applicable laws and regulations.
- B. Where the Employer has reasonable grounds to suspect abuse of sick leave (based on a pattern of leave usage or other evidence) the Employer may take the same disciplinary action against the employee as would be available against a non-bargaining unit employee, including, but not limited to, leave restriction, formal reprimand, and reduction of pay.

### SECTION 4

Except for during a medical emergency, an employee may not leave his or her duty station to visit an HHS health unit unless he or she has received the prior approval of the supervisor. An employee who returns immediately to duty from the HHS health unit will not be charged with sick leave. Should the HHS health unit recommend that the employee be sent home or receive further medical treatment offsite, the employee must contact his/her LAO in writing to request leave before leaving the worksite. Failure to do so may result in the employee being absent without

leave and subject to disciplinary action. The employee may be required to provide a supporting medical statement from the HHS health unit documenting the need for his/her immediate departure from the worksite.

## **SECTION 5**

F. Sick leave will be charged in half hour increments, in accordance with 5 C.F.R. §630.206.

## **SECTION 6**

Advanced sick leave is not an employee entitlement and the Employer has a right to deny advanced sick leave.

- A. The employer will automatically deny a request for advanced sick leave in the following circumstances:
1. The employee has failed to properly submit a written request with acceptable medical documentation as defined in 5. C.F.R. §630.405;
  2. The employee has not provided a reasonable written assurance that the employee will return to duty and is not contemplating a resignation or retirement; and
  3. The employee does not have enough in his/her retirement account to reimburse the Employer for the advance should he or she not return.
- B. Any sick leave earned while an employee is indebted to the agency for sick leave will be used to repay the debt.
- C. Employees must repay any outstanding leave balance at the time of separation. No repayment is necessary if the separation is due to the employee's death or disability.

## **SECTION 9**

The Employer will treat and safeguard any employee medical information as confidential. The Employer may disclose such information subject to its Privacy Act obligations, for work related reasons on a need to know basis only.

## Article 22

# Overtime, Compensatory Time, Holidays

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### SECTION 1

Overtime work consists of hours of work that are officially ordered in advance and in excess of 8 hours in a day or 40 hours in a week, but do not include hours that are worked voluntarily, including credit hours, or hours that an employee is "suffered or permitted" to work that are not officially ordered in advance.

### SECTION 2

- A. FLSA-exempt and non-exempt employees will be compensated for overtime or holiday work, as appropriate to their status, in accordance with all applicable laws, rules, regulations, and policies at the time the work is performed and with this Agreement to the extent it is not inconsistent therewith.
- B. In order to ensure that employees completely understand their rights for overtime compensation, the Employer will, each time an employee undergoes a personnel action, notify the employee on the SF50 as to whether he or she is exempt or non-exempt for the purposes of the Fair Labor Standards Act.

### SECTION 3

- A. When the Employer requires the services of employees on an established holiday, the employer will notify the effected employees with as much notice as possible.
- B. An employee involuntarily assigned to work on a holiday may be relieved if s/he finds a qualified and willing replacement acceptable to, and approved in advance by, the supervisor.

### SECTION 4

- A. Employees will earn and use compensatory time in accordance with applicable laws, rules, regulations, and policies.
- B. Employees who have earned approved compensatory time and who do not use it within twenty-six (26) pay periods after the pay period during which it was earned, shall have that time converted at the appropriate pay in accordance with 5 C.F.R. §551.531, except where inconsistent with regulation (i.e., when the compensatory time was earned for travel).

### SECTION 5

- A. For purposes of compensatory time for travel, the official duty station is defined as the forty-five (45) mile radius around the post-of-duty.

- B. Compensatory time for travel will be authorized only for "hours of employment" as defined in 5 U.S.C. §5542 and under standards established by applicable decisions of adjudicatory bodies.
- C. Employees requesting compensatory time off for travel must complete the required form provided by management in advance of the official travel with compensatory time for travel estimates. Any amendments to said request must be completed and submitted within seven (7) days of their return from travel, for supervisory approval.
- D. When compensatory time is earned for travel, consistent with 5 C.F.R. §550.1407(a)(1), an employee must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was credited. If an employee fails to use the compensatory time, he or she must forfeit such compensatory time off.

## **SECTION 6**

An employee's request for compensatory time earned shall be reviewed, and approved or denied by the authorizing supervisor, in the supervisor's discretion. The authorizing supervisor will notify the employee as to the approval or denial of the request.

## Article 26

# Flexible Workplace Program / Telework

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### SECTION 1

Telework is a privilege granted to the employee and approved by the Employer on a voluntary basis to allow the employee to work at an alternate duty station.

### SECTION 2

A. Participation in telework is not an entitlement. Rather, it is a privilege earned and maintained by employees. A telework agreement is between an employee and his/her supervisor and provides the employee's responsibilities and obligations. The employee is held to have knowledge of and agreement to those obligations once the telework agreement is signed. Telework requests and approvals must be in writing on the appropriate HHS form, provided by management, regardless of whether telework is routine (i.e., regularly scheduled and recurring) or episodic. While teleworking, employees are in duty status and are expected to be fully engaged (including timely responding to phone calls and emails, unless otherwise excused) in the performance of their duties. Telework is not appropriate for dependent/family care or other personal situations, which might impact an employee's ability to effectively perform his/her job duties.

B. Establishment and approval of a new telework agreement necessarily extinguishes the prior telework agreement. This is true regardless of the reason for the establishment of the new telework agreement.

C. The Division head, or designee, can revoke or change any telework agreement.

### SECTION 3

A. Telework arrangements may be used when there is recurring need to perform work at an alternate site. This type of arrangement is regular and recurring.

B. Telework arrangements may also be used on an occasional or episodic basis, for individual days or hours within a pay period, or for a special assignment or project on a short term basis (as determined by the Employer). Appropriate assignments include, but are not limited to, activities that require uninterrupted concentration and result in measurable work outputs or products, for example: data analysis; reviewing grants/cases; writing decisions or reports; telephone intensive tasks, such as obtaining or collecting information, following up on participants in a study, or setting up a conference; and some computer oriented tasks such as programming, data entry, and word processing.

- C. Telework arrangements must not interfere with the effective, efficient and timely accomplishment of the mission. For example, telework arrangements must be consistent with maintaining adequate office coverage and efficiency of operations.
- D. A new employee to the OPDIV/STAFFDIV or an employee in a new position, including promotions or lateral reassignments within the same OPDIV/STAFFDIV, must have held her/his current position for at least one rating period before the employee may be granted telework. An Employee's second level supervisor has the right to allow the Employee, at the Supervisor's discretion, to apply for telework prior to the end of the Employee's first rating period.
- E. Teleworking employees must use HHS approved technologies and methods to access all HHS networks and systems. When employees have been provided with government furnished equipment for use at the alternate duty station, they will be required to use that equipment while teleworking. Employees participating in the telework program and using their personal residence (or any other approved site not fully-equipped with these items) may be required to provide at their own cost all services necessary for working at the alternate duty station.
- F. Telework arrangements (agreements) are between the employee and their current supervisor. When an employee is detailed or permanently assigned to another organizational unit of the Employer or otherwise reports to a new supervisor, the employee's prior telework agreement is void, and the employee must submit a new request to their new supervisor for their review/approval, or no longer telework. Additionally, employees must submit a new telework request whenever their telework situation changes (e.g., they move to a new home).
- G. Employees shall submit a new telework requests every six (6) months to their supervisor. Employees that do not submit renewed agreements within thirty (30) days of the expiration of their current agreement shall report to their official duty station the next work day, and their telework agreement will be deemed terminated. Telework agreements expire six (6) months from the date of supervisor approval.

#### **SECTION 4**

- A. To apply for telework an employee must demonstrate that he/she meets the following eligibility requirements and continues to meet them throughout the telework period.
  - 1. The employee's latest rating of record is "fully successful" (currently Achieved Expected Results) or better, and there has been no indication that the performance level has declined;
  - 2. The employee is not on a leave restriction and has not been counseled about leave abuse;

3. Within the last twelve (12) months or at any time while occupying their current position, the employee has not:
  - a. Been on a performance improvement plan (PIP) or opportunity to demonstrate acceptable performance (ODAP); or
  - b. Received any disciplinary or adverse action.
4. The employee has not been officially disciplined for being absent without permission (AWOL) for more than 5 days in any calendar year; or the employee has not been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties;
5. At a minimum, the employee has demonstrated the ability to initiate his/her own work, timely complete assignments, works without direct supervisory oversight, and recognizes when supervisory or other assistance/guidance is needed on a project and engages others appropriately; or
6. The employee has completed the Employer's required telework training within the last twelve (12) months and has submitted a certificate of completion to their supervisor.

In addition, the employee's duties must be portable, and the assignments must be appropriate for telework. This determination is made by the Employer and within the Employer's sole discretion, in accordance with applicable laws, government-wide rules, regulations, and policies.

## **SECTION 5**

- A. The official worksite and duty station for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report for duty physically at least twice each bi-weekly pay period on a regular and recurring basis to the regular worksite.
- B. The official worksite and duty station for an employee with a telework agreement who is not scheduled to report at least twice each bi-weekly pay period on a regular and recurring basis to the regular worksite is the location of the alternate duty station (e.g., home or other alternate worksite).

## **SECTION 6**

- A. Employees with approved telework agreements are required to work their normal tour of duty when the official worksite and duty station is closed (e.g., due to weather or safety concerns) and they are able to travel to and work at their approved alternate duty station. For

example, telework-ready employees (i.e. employees with a signed telework agreement) are required to work at their approved alternate duty station during emergencies or changes in operating status (e.g., Federal offices are closed, Federal offices are on delayed arrival, the Agency is operating under a Continuity of Operations Plan, etc.) or must take leave for the day.

- B. Employees participating in the telework program will not be excused from work because workers at the official worksite and duty station are dismissed or not required to work due to an emergency if the emergency does not impact the work being performed at the alternate worksite and duty station. If an emergency occurs that does impact the work being performed at the alternate worksite and duty station, the employee will immediately notify the Employer. The Employer may direct the employee to another worksite, grant excused absence, or allow the employee to request appropriate leave, e.g., annual leave or LWOP.
- C. Subject to management discretion, participants in the telework program may be allowed as part of a telework arrangement to work an AWS. Management has the right to make adjustments to an Employee's AWS and/or telework schedule to meet business reasons, operational demands, or mission related needs without the need for notification. Employees who work approved flexible work schedules and vary their start times are required to inform their supervisors and receive approval from their supervisor, prior to commencement of their tours of duty, of their start and end times for those days they work at an alternate site.
- D. Employees on a regular and recurring telework arrangement are required to report to the official worksite and duty station as needed, as determined by the Employer. Employees should expect to report to the official worksite and duty station a minimum of four (4) days per week (for employees on a compressed work schedule, the employee's regular day(s) off will count as a day away from the official worksite for the purpose of this requirement). The Employer may approve deviations from this minimum weekly requirement for days at the official worksite and duty station, but any such deviations shall be at the sole discretion of the Employer. In addition, the Employer reserves the right to require more frequent days at the official worksite and duty station and to recall employees without prior notification from scheduled telework days for situations deemed appropriate by the Employer, either planned or unplanned, including, but not limited to, office assignments, meetings, absence of other employees, emergency situations, training classes, business reasons, operational demands, or mission related needs. When situations occur that require the employee to return to the official worksite and duty station, travel to and from the office is normal commuting time and as such is not considered hours of duty. Furthermore, in such instances the telework day is forfeited and the employee is not entitled to substitute another telework day.
- E. The employees in the telework program are expected to be as available to managers, co-workers and customers by telephone, E-mail, voice mail, Microsoft Lync or Skype, if available, or other communications media, during their scheduled daily tours of duty, as when working at the official duty station. Teleworking employees must make their telework contact information readily available and have calls to their office phone forwarded to their telework number.
- F. Policies and practices for requesting and using leave or other compensation categories, such

as compensatory time or credit hours or overtime, remain unchanged, while in telework status. For purposes of timekeeping, participants will verify each pay period indicating hours worked while teleworking. Falsifying time reports will result in termination in the telework program and will be grounds for other adverse or disciplinary action including termination.

- G. The Employer has the right to be provided with reasonable assurance that employees are working at alternate sites when teleworking through a method chosen by the Employer. For example, supervisors may require employees to display their availability via Microsoft Lync, Skype, if available, or other electronic methods. Additionally, supervisors may require employees to provide information, including periodic reports, concerning work accomplished at alternate sites.
- H. Employees who participate in the Telework Program may be required to share office space with their co-workers at the official duty station via hoteling, hot desking, desk sharing, or other means.
- I. Decisions made by the Employer regarding telework are at the sole discretion of the Employer and shall not be subject to the grievance procedure of this Agreement.

## **SECTION 7**

- A. Employees are only authorized to telework from their approved location as identified in the Telework Agreement, and only one authorized location will be designated as an employee's alternate duty station. Any temporary change to an employee's alternate duty station must be infrequent, and requested and approved in writing.
- B. Telework home sites must have adequate workspace, lighting, telephone/internet service, power, smoke alarms, and adequate security. The Employee's failure to provide these requirements may result in discipline, including termination of employment. The Employer is not required to pay for any of the required improvements.
- C. The Employer has the right to inspect the home work site at any time during business hours to ensure its suitability.
- D. Employees must comply with all security measures and disclosure provisions, including password protection and data encryption so that personally identifiable information (PII), the Privacy Act, or other security standards are not compromised. If a security breach occurs, the Employee must notify the Employer. The Employee's failure to comply with all security measures and disclosure provisions or to notify of the Employer of a breach may result in discipline, including termination. The Employer is not required to pay for any of the required improvements.
- E. Employees are responsible for protecting and managing sensitive information stored on telework devices and transmitted across external networks. Employees who telework from home shall keep Government property and information safe, secure, and separated from their personal property and information. Employees must protect all government records and data

against unauthorized disclosure, access, mutilation, obliteration, and destruction. The Employee's failure to do so may result in discipline, including termination. The Employer is not required to pay for any of the required improvements.

- F. Employees must ensure that government provided equipment and property is used only for authorized purposes and may be subject to discipline, including termination, for failing to do so. Reasonable care should be used in operating all equipment. The servicing and maintenance of government owned equipment is the responsibility of the Employer.

## **SECTION 8**

- A. The Employer may terminate, suspend, or modify an employee's participation in the telework program for any reason, without notification to the union, subject to applicable laws, rules and regulations, including but not limited to:
1. Failure to continue to meet the criteria listed in Section 4 above;
  2. Failure to adhere to the provisions of the Agreement and/or of this Article;
  3. Failure to accurately and truthfully report time worked;
  4. Failure to timely respond to work needs;
  5. Organizational exigencies that impact on the mission of the Employer, and require the employee to perform work at the official duty station;
  6. Misconduct;
  7. Business reasons;
  8. Operational demands; or
  9. Other mission related needs.

## **SECTION 9**

- A. The Employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the telework work site. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Employer as provided for by law and regulations.
- B. Employees are not eligible for Federal Transit Subsidies for the days that they Telework and are responsible for promptly updating their transit benefits allocation as their situation changes.

- C. The Employer will not be held liable for damages to the employee’s personal or real property during the performance of official duties or while using Employer equipment in the alternate worksite and duty station, except to the extent the Employer is held liable under the Federal Tort Claims Act or for claims arising under the Military Personnel and Civilian Employees Claim Act.

## Article 27

# Awards

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### SECTION 1

All awards programs of the Employer shall be issued in accordance with all applicable law, regulation, government- wide rule, and department policy. All awards are contingent upon the availability of funds and budgets, and are an exclusive right of management. Awards are not guaranteed and are based solely at management's discretion.

### SECTION 2

- A. Performance Awards are a method of promoting employee productivity and efficiencies.
- B. The Employer shall follow the guidelines of 5 U.S.C. §430 for all General Schedule Employees represented by this bargaining unit.
- C. Employees covered by this agreement shall not receive both a Performance Award, including a Quality Step Increase (QSI), and an Incentive Award for the same performance.
- D. An Employee may only be eligible for a QSI if the Employee has achieved the highest summary level used by the program.

### SECTION 3

- A. Incentive awards programs are a management tool to recognize employee performance and covers superior accomplishment award for special acts or services, length of service awards, and a variety of honor awards for outstanding work performance throughout the service year.
- B. Incentive awards are appropriate to recognize employee accomplishments and contributions. Incentive awards include but are not limited to:
  - 1. Time off Awards;
  - 2. Special Acts;
  - 3. Non-reoccurring contribution/s;
  - 4. Scientific achievement/s;
  - 5. Particularly difficult assignment/s;
  - 6. Special initiatives; or
  - 7. Any other work related award.
- C. The Employer agrees it will establish its awards distribution as it deems necessary.

**SECTION 3**

- A. Time off awards can be used as an alternative to or in conjunction with cash awards as an alternative means of recognizing superior accomplishments.
- B. A time off award may not be converted to a cash payment.
- C. Full-time employees may not be granted more than 80 hours of time off during a single leave year.
- D. Part-time employees shall be considered for time off awards based on their tour of duty.
- E. The determination to award a time off award is a management right at its sole discretion.

**SECTION 4**

All Employee awards are provided to employees at the sole discretion of management.

## Article 30

# Performance Management Appraisal Program

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### SECTION 1

- A. The purpose of the Performance Management Appraisal Program (PMAP) is to improve employee and organizational performance. It is the sole right and responsibility of management to rate employee performance and to determine the number of rating levels and critical performance elements and standards applicable to each employee's position.

### SECTION 2

The Employer will review the Performance Appraisal form template annually. The Employer will provide a copy of that document to the Union whenever changes are made.

### SECTION 3

The PMAP program and forms covers all NTEU bargaining unit employees covered by this Collective Bargaining Agreement.

### SECTION 4

When the Agency creates a new performance plan for covered employees, the Union will be provided prior notice and may make recommendations and present supporting documents. Management, in the exercise of its exclusive management right, will establish critical elements and performance standards for its employees.

### SECTION 5

- A. All Performance Elements, Standards, and Progress reviews are determined by management and issued to employees during the performance year.
- B. An Employee must be on a performance plan for a minimum of 60 days in order to be rated. However, this does not preclude the initiation of an ODAP in a shorter period of time and without a rating if the employee is demonstrating unacceptable performance in fewer than 60 days from receipt of new performance standards.
- C. The supervisor and the employee shall participate in one progress review during the rating period, during which the supervisor shall discuss the employee's performance.

## Article 31

# Actions Based on Unacceptable Performance

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### SECTION 1

- A. This Article applies to all members of the bargaining unit who have completed a probationary or trial period. The Employer has the sole discretion to determine if an employee's unacceptable performance shall be addressed through the procedures identified in 5 C.F.R. §432 or 5 C.F.R. §752. This article is only related to actions initiated under 5 C.F.R. §432.
- B. No employee will have an action, under 5 C.F.R. §432, proposed against him or her that relies on a critical element under which he or she has not been working for at least the minimum appraisal period, sixty (60) days or where performance expectations have not been communicated to the employee consistent with the requirements of law and the terms of this Agreement.

### SECTION 2

Management has the sole discretion to determine performance expectations and what constitutes acceptable and unacceptable performance, with respect to each of the specific job elements of the employee's performance plan. Unacceptable performance is defined as performance by an employee that fails to meet one or more critical job elements of his/her performance plan.

### SECTION 3

- A. When an employee's performance becomes unacceptable in one or more critical elements, the employee will be provided an opportunity to demonstrate acceptable performance (ODAP) in the critical element(s) at issue. The ODAP notice will comply with law, regulation and any applicable policy.
- B. Except in rare circumstances, Employees are expected to demonstrate acceptable performance within 30 days after issuance of an ODAP notice.
- C. A grievance may not be filed on either the substance or procedural aspects of this ODAP notice until a final decision is issued.

### SECTION 4

- A. An employee whose reduction in grade or removal is proposed under this Article is entitled to advance written notice of the proposed action in accordance with law, regulation and any applicable policy.
- B. Proposed removal notices must include specification of the critical element(s) failed, instances of failure that occurred during the ODAP Period, and a recitation of the employee's rights. Documentation to support the instances of failure, along with the employee's performance plan, must be attached to the notice.

## **SECTION 5**

- A. The Employee, or his/her designee, will notify the Employer within five (5) days of receipt of the notice of proposed action that the Employee intends to deliver an oral or written reply, or both. An employee will be given ten (10) days from the date s/he receives the notice of proposed action to deliver an oral and/or written reply. Reasonable requests for extension will be granted. The Employer, at his/her discretion, may grant additional time on a case by case basis.
- B. An employee must inform the deciding official, in writing, if s/he is represented and provide the appropriate contact information for the representative.
- C. Oral reply meetings where the employee and the deciding official are within the same commuting area may be conducted in person at the Employer's location or remotely (e.g., tele-conference, web-conference, video-conference), at the discretion of the Employer. Where the employee and deciding official are not in the same commuting area, the meeting will be conducted remotely (e.g., tele-conference, web-conference, video-conference), absent mutual agreement otherwise.
- D. The employee representative will participate either in person or remotely, at the choice of the employee. However, the Employer will bear no costs associated with this travel.
- E. The term "days" is defined according to 5 C.F.R. §210.102.

## **SECTION 6**

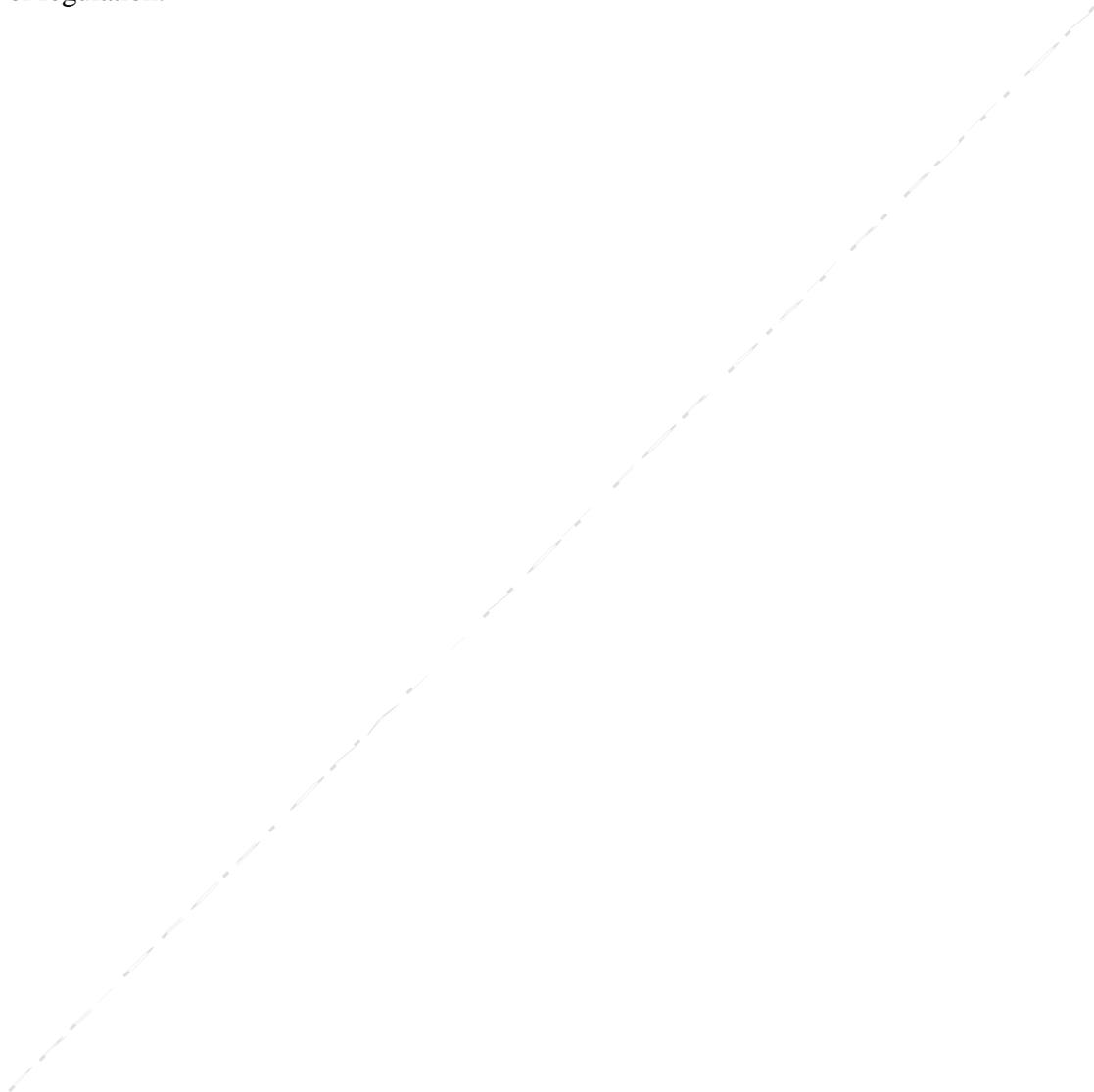
An employee may challenge a removal or demotion decision under this Article in only one of the following ways:

- A. By filing an appeal with the MSPB in accordance with applicable law and regulations;
- B. A grievance filed under this agreement.
- C. By filing a formal complaint of discrimination filed under the administrative EEO process.

The final decision letter that is issued to the employee will contain a statement of his or her right to challenge the action in one of these three (3) ways. Once an employee has elected one of these procedures, the employee may not change thereafter to a different procedure.

**SECTION 7**

The Employer has the right to carry an Employee in a paid non-work status until a decision is implemented relative to the proposal, provided that the paid non work status is consistent with law, rule or regulation.



## Article 34

# Details & Temporary Promotions

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### SECTION 1

- A. The term "detail" as used in this Article means a temporary assignment of an employee to a position of the same or a different classification, including unclassified duties, within the bargaining unit with the expectation that the employee returns to the position of incumbency.
- B. The term "temporary promotion" as used in this Article means a temporary assignment for a specified period of time to a position at a higher grade than the one the employee currently holds. Temporary promotions are solely determined by the management needs of the Agency.
- C. The provisions of this Article apply to details of bargaining unit employees covered by this agreement.

### SECTION 2

- A. The Employer will detail and temporarily promote Employees as needed to meet the needs of the service, in accordance with applicable government-wide rules, laws, and regulations.
- B. The determination to detail or temporarily promote an Employee to accomplish the work of the Agency is considered an assignment of work and is not a grievable matter under this Agreement.
- C. An action which terminates a detail or temporary or term promotion and which returns the employee to the position from which the employee was temporarily promoted at the same grade is likewise not grievable.

### SECTION 3

The Employer retains the right to terminate a detail or temporary promotion at any time.

## Article 35

# Reassignments

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### SECTION 1

- A. The Employer has the right to reassign employees in its sole discretion.
- B. The Employer will strive to take efforts to minimize the adverse impact on employees involuntarily reassigned under this article.
- C. A reassignment is a permanent assignment of an employee from one bargaining unit position to another bargaining unit position without promotion, demotion or break in service. Reassignments will be carried out in accordance with applicable law, government-wide rule or regulations and this Article. Notwithstanding this definition, the procedures set forth in this Article apply only to substantive Reassignments; they do not apply to personnel actions that are denominated "reassignments" but are only technical in nature (e.g., those that change a position description number, etc.).

### SECTION 2

When the Employer decides to fill a position through voluntary reassignment, the Employer agrees to comply with all applicable laws, government-wide rules, and regulations.

### SECTION 3

The Employer agrees that when an employee has been reassigned due to the abolishment of his or her position, Employer agrees to comply with all applicable laws, government-wide rules, and regulations.

### SECTION 4

- A. When the Employer determines that an involuntary reassignment of an employee is necessary, the Employer will follow all applicable laws, government-wide rules, and regulations.
- B. When an involuntary reassignment involves a change in duty station outside of the local commuting area, the Employer agrees to comply with all applicable laws, government-wide rules, and regulations.

### SECTION 5

In cases of a Reduction in Force (RIF), the Employer will utilize reassignments as necessary and follow all applicable laws, government-wide rules, and regulations.

**SECTION 6**

The Employer may provide training for the reassigned employee, if necessary.

## Article 36

# Merit Promotions

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### SECTION 1

This Article applies to bargaining unit positions. It is agreed that all merit promotion actions to bargaining unit positions, and all other personnel actions set forth in Section 2 below, will be made using systematic and equitable procedures on the basis of merit and from among properly ranked and certified candidates or from other appropriate sources without regard to race, color, sex, national origin, marital status, age, religion, sexual orientation, labor organization affiliation or non-affiliation, or non-disqualifying physical handicap. This Agreement takes precedence in promotions to bargaining unit positions over any conflicting document, policy or plan.

### SECTION 2

- A. When merit promotion procedures are to be used, it is understood that this Article applies to all merit promotion actions to bargaining unit positions not specifically excluded in Section 2.B. below. Examples of personnel actions covered are:
1. Filling a position by appointment (selection) that results in a promotion to a higher grade than previously held;
  2. Temporary promotions in excess of 120 days;
  3. Reassignment or demotion to a position with more promotion potential (“a position with more promotion potential” is one in which the Employer may make promotions, without further competition, to the highest grade in the career ladder) than a position previously held on a permanent basis in the competitive service;
  4. Transfer to a higher-graded position or a position with more promotion potential than a position previously held on a permanent basis in the competitive service;
  5. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and
  6. Details to a higher grade or position with higher promotion potential for more than 120 days.
- B. The competitive procedures set forth in this Article will not apply to the following:
1. A temporary promotion, or detail for 120 days or less to a higher-graded position or one with known promotion potential;
  2. Promotion resulting from upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification or the correction of a classification error;

3. A position change permitted by reduction-in-force regulations;
4. Promotion within a career ladder for which competition was held at an earlier date;
5. Promotion of the incumbent to a position that is reclassified at a higher grade due to the accretion of additional duties and responsibilities;
6. Consideration of a candidate not given proper consideration in a competitive promotion action;
7. Promotion, reassignment, demotion, reinstatement, detail, or transfer to a position having no higher promotion potential than the potential of the position the employee currently holds or previously held on a non-temporary basis; and
8. Promotion of an employee to a grade previously held on a permanent basis, provided that the employee was not demoted or removed for performance or conduct reasons.

### **SECTION 3**

- A. In the initial search for qualified applicants the minimum area for consideration generally will be sufficiently broad enough to ensure the availability of at least three high quality candidates, taking into account the nature and level of the position being announced.
- B. The area of consideration may be restricted to allow for targeted hiring from various sources, provided there is a good faith basis that the search will result in a sufficient candidate pool. For example, an organizational element, or certain categories of applicants, such as Veterans or military spouses.

### **SECTION 4**

- A. All positions which are filled through the competitive merit promotion procedures of this Article may be publicized through vacancy announcements issued under the authority of the servicing Human Resources Center (HRC). All vacancy announcements, depending upon the area of consideration, may be posted on the Internet at <https://www.usajobs.gov/> via mandatory posting of vacancies through the Office of Personnel Management (OPM). Employees may voluntarily sign up for email alerts, if offered, when future vacancies are posted through the USAJOBS website. It is understood that HHS does not own or operate the USAJOBS network and is not responsible for any errors or other issues/concerns that arise from an employee's choice to receive email alerts, etc.
- B. Typically, vacancy announcements under this article will be open for a minimum of five (5) business days.
- C. When a vacancy announcement is anticipated to receive a high number of highly qualified candidates, the vacancy announcement may include a cut-off point, by limiting the announcement open period or number of applications received, such as: Due to the high volume of applications we anticipate for this position, this announcement will close the day (at midnight) the 100th application is received or after 5 business days - whichever comes first.

- D. Vacancy announcements limited to ICTAP and CTAP only eligible employees may be opened for less than 5 business days.
- E. At a minimum, every vacancy announcement will comply with the requirements of 5 C.F.R. §330.104 and may include the following:
  - 1. an estimate of the amount of travel, if applicable;
  - 2. Bargaining unit status

## **SECTION 5**

- A. Employees who wish to be considered for a posted vacancy must apply by submitting information and/or documents required in the vacancy announcement.
- B. To be considered for a vacancy, candidates must submit all required application material in such a way that the information provided is complete, accurate, legible, and timely. Incomplete and late applications will not be considered.
- C. If an employee requires a reasonable accommodation to apply for a position, they may contact the issuing HRC prior to the closing date for assistance. Employees may request, and may be granted, assistance with automated staffing system. Such reasonable assistance will be on duty time.

## **SECTION 6**

- A. Candidates will be evaluated against basic eligibility requirements, selective placement factors, and other appropriate criteria established for the position.
- B. The servicing HRC will determine which applicants meet the established minimum qualifications for the position at each announced grade.

## **SECTION 7**

- A. Rating and ranking of applicants will normally be accomplished by use of the automated staffing system. The initial screening of candidates to determine eligibility (i.e., “minimally qualified”) will be accomplished through the automated self-certification process in which the applicant will respond to a series of ranking questions included in the vacancy announcement. Under the automated staffing system, all applications will be rated by the system and the servicing HRC representative will evaluate all job-related information submitted by the highest ranking candidates to ensure that the applicants (a) meet the minimum qualifications requirements and, (b) support their responses to the automated staffing system questions in their resumes and narrative responses.
- B. An employee who applies for a position and is not found eligible may be notified after the establishment of a roster or a BQ list if the employee supplied an email address during the application process.

## **SECTION 8**

- A. The selecting official will make a selection based on merit-based factors without personal favoritism, without discrimination, and without consideration of non-merit factors. An employee's balance of annual or sick leave may not be used by a selecting official as a reason for selection or non-selection of that candidate. This does not preclude the consideration of existing abuse of leave and its effect on the employee's ability to perform the requirements of the position.
- B. The selecting official will make the decision to select or not to select as soon as possible.

## **SECTION 9**

- A. Selected employees within HHS will normally be released for promotion to the new position one full pay period after the releasing official has been notified of the selectee's official offer and acceptance of the position.
- B. Other personnel actions covered under Section 2 of this Article will be released as necessary in a manner that promotes the needs of the mission, but typically not longer than two full pay periods.
- C. Compelling reasons may delay the reporting date; in such a situation, the action will be affected on the earliest feasible date.

## **SECTION 10**

Following completion of the selection process and upon written request to the servicing HRC, employee-applicants will be provided the following information about a position announced under this Article for which they applied in a timely manner:

1. Whether or not they met the minimum qualification requirements for consideration;
2. Whether or not they ranked in the group from which final selection was made (the "best-qualified" list).

## **SECTION 13**

Although career advancement is the intent and expectation in the career-ladder system, promotions within career ladders are not guaranteed, automatic or mandatory. The determination to promote an employee to the next higher grade is at the discretion of management.

## Article 43

# Adverse Actions

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### SECTION 1

This Article applies to all bargaining unit employees who have completed the applicable probationary or trial period, as appropriate, in their current positions.

### SECTION 2

- A. For purposes of this Article, an appealable adverse action is defined under 5 U.S.C. §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. This article is intended to be applied in compliance with 5 U.S.C. Chapter 75, and 5 C.F.R. Section 752, Subpart D.
- C. An appealable adverse action will be taken only for such cause as will promote the efficiency of the service.

### SECTION 3

- A. In deciding what appealable adverse action may be appropriate, the Agency will consider relevant mitigating and/or aggravating circumstances. The Employer shall affect the discipline necessary to maintain an effective and efficient workplace. As long as required by law, the parties agree to take into consideration what is known as the “Douglas Factors.” The parties agree that the Douglas Factors may not be relevant in every case. Only those relevant factors will be taken into consideration in setting of the penalty.
- B. The “Douglas Factors” are as follow:
  - 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.

#### **SECTION 4**

When the Employer proposes to take an appealable adverse action against an Employee, the following procedures will apply:

- A. In all cases of proposed appealable adverse action, except as stated in Section 7 of this Article when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or when otherwise required by law, an employee will be given at least thirty (30) days' advance written notice of the proposed action.
- B. This notice will provide specific reasons for the proposed action, including notice of the employee's right to review the material relied upon in making this proposal, and other notices required by rule, law or regulation. Notices of proposed appealable adverse actions cannot be grieved through the negotiated grievance procedure under this Agreement.
- C. The Employee will notify the Employer within five (5) days of receipt of the notice of proposed action that the Employee intends to deliver an oral or written reply, or both. An employee will be given ten (10) days from the date s/he receives the notice of proposed action to deliver an oral and/or written reply. The Employer, at his/her discretion, may grant additional time on a case by case basis.
- D. The employee is entitled to be represented by an attorney or other appropriate representative. If the employee elects to have a representative, he/she must inform the deciding official or their designee, in writing, of the representative's name and contact information.
- E. Oral reply meetings where the employee and the deciding official are within the same commuting area may be conducted in person at the Employer's location or remotely

(e.g., tele-conference, web-conference, video-conference), at the discretion of the Employer. Where the employee and deciding official are not in the same commuting area, the meeting will be conducted remotely (e.g., tele-conference, web-conference, video-conference), absent mutual agreement otherwise.

- F. The employee representative will participate either in person or remotely, at the choice of the employee. However, the Employer will bear no costs associated with this travel.
- G. A written decision and the specific reasons will be issued to the employee at the earliest practicable date.
- H. The term “days” is defined according to 5 C.F.R. §210.102.

## **SECTION 5**

The final decision in an appealable adverse action covered by this Article may be provided by a management representative assigned to provide a final decision on the matter. The final decision will contain a statement of the employee’s right to challenge the actions in one of the three procedures.

1. An appeal with the Merit systems Protection Board in accordance with applicable rule law or regulation.
2. A grievance filed under this agreement.
3. A formal complaint of discrimination filed under the Administrative EEO process.

An Employee may elect only *one* of the three procedures above. Once an Employee has elected one of the procedures above, the employee may not change thereafter to a different procedure.

## **SECTION 6**

The Employer has the right to carry an Employee in a paid non-work status until a decision is implemented relative to the proposal, provided that the paid non work status is consistent with law, rule or regulation.

## **SECTION 7**

The Employer, at his/her discretion, may shorten the notice period when it invokes the provisions set forth in 5 C.F.R. §752.404(d)(1). This provision may be invoked even in the absence of judicial procedure or action if the Employer has reasonable cause to believe that the Employee has committed a crime for which a sentence of imprisonment may be imposed.

## Article 44

# Disciplinary Actions

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### SECTION 1

This Article applies to all employees who have completed the applicable probationary or trial period, as appropriate.

### SECTION 2

- A. For purposes of this Article, disciplinary actions include suspensions for fourteen (14) calendar days or fewer.
- B. Disciplinary actions exclude counseling, warnings, admonishments, and other similar actions, whether oral or in writing. However, written Reprimands are to be considered disciplinary for the purpose of applying “progressive discipline” in a particular situation. Reprimands are not subject to the procedures of this article.

### SECTION 3

In effecting disciplinary actions, the Employer shall give due regard to the existence of mitigating and aggravating circumstances. The Employer shall affect the adverse action necessary to maintain an effective and efficient workplace.

### SECTION 4

When the Employer proposes to take a disciplinary action against an Employee, the following procedures will apply:

- A. This notice will provide specific reasons for the proposed action, including notice of the employee’s right to review the material relied upon in making this proposal, and other notices required by rule, law or regulation. Notices of proposed disciplinary actions cannot be grieved through the negotiated grievance procedure in Article 45.
- B. The employee will be given 24 hours, to submit a written and/or oral reply to the proposal letter, at the employee’s discretion, and provide supporting documentation. The Employer, at his/her discretion, may grant additional time on a case by case basis.
- C. The employee is entitled to be represented by an attorney or other appropriate representative. If the employee elects to have a representative, he/she must inform the deciding official or their designee, in writing, of the representative’s name and contact information.

- D. Oral reply meetings where the employee and the deciding official are within the same commuting area may be conducted in person at the Employer's location or remotely (e.g., tele-conference, web-conference, video-conference), at the discretion of the Employer. Where the employee and deciding official are not in the same commuting area, the meeting will be conducted remotely (e.g., tele-conference, web-conference, video-conference), absent mutual agreement otherwise.
- E. The employee representative will participate either in person or remotely, at the choice of the employee. However, the Employer will bear no costs associated with this travel.
- F. A written decision and the specific reasons will be issued to the employee at the earliest practicable date.

## **SECTION 5**

The final decision in a disciplinary action covered by this Article may be provided by a management representative assigned to provide a final decision on the matter. The final decision will identify the dates of the suspension and any rights the employee may have, including a statement of the employee's right to challenge the actions in one of the two procedures.

- A. A grievance filed under this agreement; or
- B. A formal complaint of discrimination filed under the Administrative EEO process.

An Employee may elect only one of the procedures above. Once an Employee has elected one of the procedures listed above, the employee may not change thereafter to a different procedure.

## **SECTION 6**

Letters of Reprimand will be retained in the employee's Official Personnel Folder (OPF) for up to two (2) years from the date of issuance.

## Article 50

# Health & Safety

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### SECTION 1

- A. The Employer will provide a safe and healthy work environment for employees. As such, the Employer will comply with the applicable standards of the Occupational Safety and Health Administration as well as with all relevant health and safety codes and standards established and mandated by an authorized government entity. The Employer will maintain work area temperatures within acceptable ranges to the maximum extent possible.
- 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 will not engage in willful misconduct 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. Each 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.
- D. Behavior that is considered threatening or intimidating and/or violence in the workplace are unacceptable forms of conduct and will not be tolerated.

### SECTION 2

- A. In the course of performing their assigned work, employees will be alert to the presence of unsafe or unhealthy conditions. Employees will attend mandatory safety training provided by the Employer. When such conditions are observed, it is the employee's right and responsibility to report them to supervisory personnel and/or facility safety and health personnel, such as the Health and Safety Officer. The employee may also notify a Union representative if the employee wishes to remain anonymous. That person will then immediately forward the information to the appropriate management official(s). Where an employee has notified the Employer of an unsafe condition, the Employer will look into the matter as appropriate.
- B. In the case of imminent danger situations, employees or the Union will make reports to the Employer by the most expeditious means available. The term "imminent danger" means

any conditions or practices in any workplace which are such that a danger exists that 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. In such situations, an employee may decline to perform assigned tasks in the usual work area when s/he has a reasonable belief that, under the circumstances, the task or area poses an imminent danger. However, in these instances, the employee must report the situation to his/her supervisor, another supervisor who is immediately available, and/or facility safety and health personnel. After making the report, the employee may leave the affected work area but must hold him/herself available for work under appropriate working conditions in another work area. If these procedures are strictly followed, the employee will continue to be paid as long as s/he remains available to, and does if requested, perform any work as directed by the Employer. An employee who abuses these procedures may be subject to disciplinary action.

### **SECTION 3**

- A. The Employer will post emergency procedures (e.g., active shooter protocols, shelter in place, COOP, names and contact information for Employer safety officers) and location of emergency supplies and resource materials.
- B. The Employer will provide emergency supplies and equipment at each office location and inform employees as to their location.

### **SECTION 4**

- A. The Employer will provide the normal and routine services offered under existing contracts with Health Units. Where considered feasible based on the location of the Health Unit, such services will include care for employees during emergency situations and until proper outside medical authorities can reach the employee. Employees needing first aid should go to the Health Unit where available. As testing, inoculations, and special programs are offered by the Health Unit, such programs will be made available to employees subject to any limitations established on the Health Unit and budgetary restrictions imposed on the Employer. In addition, the Employer will provide employees with medical screenings and physicals that are required for identified job descriptions and/or are within the bounds of its contract for these services. Health Unit visits will be approved by the Employer on duty time or as excused absence, provided the employee informs his/her leave approving official that the requested time away from the office will be used for Health Unit services.
- B. The Employer will provide employees, when practical, with information concerning of the nearest medical service facility/clinic where emergency medical services can be provided. Employees will also be informed of the procedures to use to contact the local emergency management system (e.g., paramedics, fire departments, police departments, ambulance services, etc.). Employees should assume personal responsibility for taking appropriate steps to inform themselves about emergency services and procedures.

- C. Contingent upon funding and an assessment of needs, the Employer will offer cardiopulmonary resuscitation (CPR) and automatic external defibrillators (AED) training to all interested employees.

## **SECTION 5**

- A. The Employer will comply with all government-wide regulations relating to health benefit coverage for employees and open season procedures.
- B. The Employer will furnish to employees, as early as possible during the open season, with the information on electronic sources for materials relating to health benefit coverage, including, when available, the open season instructions, a list of the benefit rates for all OPM-approved health benefit plans for which employees qualify (including any plan offered by the Union), and all summaries of coverage (both in cross-plan comparison and plan- specific formats, if available) provided by OPM. Open Season information is available from the OPM Website at *http://www.OPM.Gov/insure/index.html*.

## **SECTION 6**

- A. When employees are injured in the performance of their duties, they will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will be provided about the type of benefits available, including specific reference to their option to file a claim for disability compensation if they are disabled for work.
- B. The Employer will provide an employee who is injured while in work status with a copy of the current Pamphlet CA-550, which answers questions about the Federal Employees Compensation Act. A copy of Pamphlet 550 will be kept in the servicing personnel office and on the HHS intranet.

## **SECTION 7**

- A. Employer drug testing will be carried out in accordance with all applicable laws and government-wide rules and regulations.
- B. Test results will be protected under the provisions of the Privacy Act of 1974, 5 U.S.C. section 552a, and Pub. L. 100-71, section 503. Employees subject to drug testing will, upon written request, have access to any records relating to their drug test(s).

**Article 59**

**Peer Review**

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HHS proposes striking this section



## Article X

# Employee Space & Facilities/ Space Moves \*

\*Both HHS and NTEU proposed new articles on this subject. HHS rejects NTEU's proposal and this is HHS' LBF offer on this subject.

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This Article applies to all HHS-occupied buildings, lease acquisitions, new construction, renovations, and improvement projects.

## SECTION 1

The parties recognize that space and facilities are major resources available to HHS to facilitate the accomplishment of its missions. This Article establishes the procedures for employee moves (e.g., construction projects, restructuring of office space, realignment of an organization, and swing space) and alternate workstation solutions (e.g. desk sharing, workspace sharing, hoteling, and hot desking).

## SECTION 2

**Desk Sharing:** Desk sharing is work arrangement in which two or more employees share the same desk in a typically pre-arranged manner that allows each of the employees to have sole access to the specified workstation on given days while the others involved in the sharing arrangement work elsewhere. Employees participating in desk sharing are expected to share permanent office equipment.

**Hoteling:** An alternate workstation solution in which (1) employees work in one facility (facility A) part of the time and at one or more alternative worksites the rest of the time and (2) when working in facility A, these employees use non-dedicated, non-permanent workspaces assigned for use by reservation on an as-needed basis. Employees participating in hoteling are expected to share permanent office equipment.

**Hot Desking:** An alternate workspace solution in which (1) employees work in one facility (Facility A) part of the time and at one or more alternative worksites the rest of the time and (2) when working in Facility A, these employees use non-dedicated, non-permanent workspaces assigned on a first come, first served basis. Employees participating in hot desking are expected to share permanent office equipment.

**Workspace:** The actual space where an employee's workstation is located, such as a cubicle, office, or laboratory.

**Workspace Sharing:** An alternate workstation solution in which two or more employees share the same workspace in a typically pre-arranged manner that allows each of the employees to have sole access to the specified workspace on given days while the others

involved in the sharing arrangement work elsewhere. Employees participating in workspace sharing are expected to share permanent office equipment.

**Workstation:** The physical equipment an employee relies upon to perform his/her job duties which may include, a computer, phone or scientific equipment.

### **SECTION 3**

- A. The Employer, in its sole discretion, may utilize more than one alternate workstation solution within an area or unit; for example, desk sharing and workspace sharing may occur together.
- B. The Employer, in its sole discretion, may exempt certain employees from participating in an alternative workstation solution.
- C. When the Employer is implementing an alternate workstation solution, the Employer will provide a general notice to all employees within impacted functional units identifying the workstation solution(s), and if applicable, the locations of hoteling workstations and applicable procedures for use, which will be determined by the location of the hoteling workstation and a specific notice to impacted employees.

### **SECTION 4**

The parties recognize that moves related to an employee's (whether one or more) workstation or workspace, including alternate workspace solutions, must occur in an expedited manner in order to effectively support the accomplishment of the mission. The following procedures will be used for agency initiated office or employee moves:

- A. The Employer will notify impacted employees of the move schedule at least seven (7) calendar days in advance of the scheduled move date, absent circumstances that necessitate a shorter timeframe.
- B. Desk and/or office assignment is at the sole discretion of the Employer and may be made in consideration of maximizing organizational performance, business reasons, operational demands, efficiency, effectiveness, or other mission related needs.
- C. Employees scheduled to move will be allowed a reasonable amount of duty time for packing and unpacking, generally no more than four (4) hours. The Employer may provide move assistance to employees, upon request.

### **SECTION 5**

All notices related to moves will be issued in accordance with this Article only and any applicable law, rule or regulation.

**SECTION 6**

The square footage of office space will comply with all applicable laws, government-wide rule, regulations, and U.S. General Services Administration (GSA) directives.



**Article XX**

**Interpretation**

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**SECTION 1**

Nothing in this Agreement is to be interpreted as providing any benefit to the Union greater than that provided by law or government-wide rule, or regulation.

**SECTION 2**

The Agency agrees to follow all laws, government-wide rules, and regulations applicable to the matters within this Agreement. Nothing in this Agreement is to be interpreted as denying the Union or Employees from statutorily provided rights.

**Article XYX**

**Student Loan Repayment**

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**Section 1**

- A. The Employer may establish a Student Loan Repayment Program in accordance with 5 U.S.C. §537 and other applicable rules and regulations, and subject to the availability of funds. Management has the right to determine its budget and therefore may approve or disapprove the Program at its sole discretion.
  
- B. The Employer has sole discretion whether or not to establish the Program and there is no Employee entitlement to participate in the Program if the Employer chooses to establish one.