

## **ARTICLE 2 EFFECT OF LAW AND REGULATION**

### **Section 1**

In the administration of all matters covered by this Agreement, the parties are governed by:

1. Existing or future laws;
2. The Employer's rules and regulations in effect upon the effective date of this Agreement, unless contrary to the terms of this Agreement or government-wide rules or regulations applicable to the Employer;
3. Government-wide rules or regulations applicable to the Employer that are in effect upon the effective date of this Agreement; and
4. Government-wide rules or regulations applicable to the Employer that are issued after the effective date of this Agreement.

### **Section 2**

To the extent that provisions of the Employer's Rules and Regulations are in specific conflict with this Agreement, the provisions of this Agreement will govern.

### **Section 3**

To the extent that government-wide rules or regulations applicable to the Employer are issued after the effective date of this Agreement and are in conflict with this Agreement, the provision(s) of this Agreement will govern until such time as the agreement expires or is reopened, whichever comes first, and bargaining over appropriate arrangements and procedures to the extent required by law.

### **Section 4**

The parties agree that wherever the phrase, "The Employer has determined" or "Management has determined" appears in this agreement, it denotes a unilateral management determination that has been placed in the agreement for informational purposes only. The parties understand that such determinations may be unilaterally changed by the Employer at any time to the extent consistent with law, after any notification to the Union and negotiations required by law. The parties further

understand that the Employer fully retains all management rights accorded by 5 USC 7106, and that nothing in this Article shall constitute a waiver of the Union's right to negotiate over the Employer's rules and regulations, to the extent permitted by law.

### **Section 5**

The Parties agree that this Agreement supersedes all other outstanding agreements and past practices that are in conflict with this Agreement.

## **ARTICLE 8 PERFORMANCE MANAGEMENT**

### **Section 1**

- A. This Article shall be interpreted and applied in a manner consistent with applicable laws and other provisions of this Agreement.

### **Section 2**

- A. Performance plans will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Generally, within 30 days of the start of the new performance year, a draft copy of the performance plan will be provided to the employee. Within 45 days of the start of the new performance year, the rating official and the employee will meet to discuss all performance criteria set forth in the employee's performance plan, and any expectations regarding the quality, quantity, or timeliness of work assignments.
- B. Whenever there is a need to change performance objectives and measures, both the rating official and employee will meet to discuss these changes within 30 days of any changes.
- C. Throughout the rating period, the employee should seek clarification from the rating official concerning elements of the performance plan and/or what is required for successful performance. Such clarification would normally include relating how the performance plan for the position relates to the specific duties, responsibilities, or major projects assigned to the employee on a recurring basis.
- D. The Union will be provided notice and the opportunity to bargain appropriate arrangements and procedures over changes to employee performance standards to the extent required by law.

### **Section 3**

Performance-related feedback (other than the performance appraisal described below in Section 5 or the interim review described below in Section 4) provided to or prepared by the rating official, that would be considered when evaluating an employee's performance on any performance element, must be shared with the

employee, normally within 15 workdays. Employees shall have a reasonable amount of duty time, usually not more than one hour, to rebut performance-related feedback.

#### **Section 4**

- A. Quality conversations about performance, development, and career growth that include recognition and coaching have the greatest impact on performance, motivation and engagement compared to other performance management activities. These conversations are critical components of OCC's Performance Management Program. Through performance conversations, employees can confirm they accurately understand their performance standards and objectives, and how well they are meeting them. Performance conversations provide a basis for employees to modify and improve their performance when applicable.
- B. Managers and employees are responsible for initiating and participating in performance conversations to discuss progress, successes, and any challenges. Performance management is most effective when managers and employees have frequent conversations about expectations, progress, recognition, performance feedback and/or developmental opportunities. Rating officials should refer to the performance standards and objectives during ongoing coaching and feedback conversations.
- C. Rating officials will conduct at least one interim review with each employee during the performance year. The interim review must be held for each employee as close as possible to the mid-point of the performance period, normally within 45 days of the mid-point. The process involves a dialogue between the rating official and the employee about the employee's progress in relation to the performance standards and the performance objectives set forth in the performance plan, and to modify the performance plan where necessary (e.g., if duties and responsibilities change). It also provides the rating official with another opportunity to notify the employee if his/her performance and/or progress is not meeting expectations. Changes in projects, assignments, etc., may be discussed so there is an understanding about what is expected in the second half of the rating period.

- D. Rating officials must meet with employees serving probationary or trial periods at least once each quarter to provide performance feedback in accordance with Article 26.

## **Section 5**

- A. Normally, a performance evaluation will be completed once per year for each employee.
- B. An employee will receive documentation of performance prior to the year-end evaluation in the following circumstances:
  - 1. When an employee is promoted, reassigned (to a different position) or changed to a lower grade, a new performance plan will be prepared and discussed with the employee within 30 calendar days of the new assignment. In addition, a performance rating is prepared by the previous supervisor if the employee had the opportunity to perform in his/her position for at least 90 calendar days during the current appraisal period.
  - 2. When an employee is detailed or temporarily promoted to a position that is expected to last more than 120 days, the new manager and the employee will meet to revise or establish individual performance objectives and measures that pertain to the new position within 30 calendar days after the beginning of the detail or temporary promotion. An employee must perform under the new objectives and measures at least 90 days before a performance rating may be prepared. Written feedback is required when an employee has performed in a position between 30 and 90 days during the current appraisal period.
- C. The year-end evaluation will be issued to the employee within the first quarter after the end of the rating period. Rating officials will timely prepare performance evaluations to the maximum extent possible.

## **Section 6**

- A. Performance evaluations will measure actual work performance in relation to the performance objectives and standards set forth in the performance plan provided by the Employer. An employee will only be evaluated on their

performance on work assigned or performed through their own initiative. An employee's evaluation will not be negatively impacted by the performance (or non-performance) of work by others for which the employee is not responsible.

- B. Performance evaluations will be completed in a fair, equitable, and objective manner.
- C. The employee may submit an accomplishment report (10,000 characters or less) to the rating official. Except when required for a close-out evaluation, an employee should not submit his or her accomplishment report prior to September 1 of the rating year.
- D. The rating official will obtain performance information from other supervisors for whom the employee has worked directly during the evaluation period. The rating official may also collect other customer service feedback in preparing the evaluation. The rating official shall share all input relied upon to complete the evaluation, to the extent not previously provided.
- E. Rating officials will also consider factors outside the employee's control that may have affected performance, such as workload, changes in priorities, and business exigencies.
- F. The rating official will forward the performance evaluation to the appropriate reviewing official for review and approval before discussing the rating with the employee. The reviewing official is responsible for ensuring the consistent application of performance criteria within his/her organization and for ensuring that all ratings are appropriate.
- G. The rating official and the employee should meet to review and discuss the evaluation. The evaluation is considered complete after the rating official and employee have discussed the rating. After an evaluation has been presented and discussed with an employee, the employee will sign the evaluation. The employee's signature does not indicate agreement with the rating, and the rating does not require the employee's signature to be official.
- H. Employees will be provided with a reasonable amount of duty time to prepare written comments concerning the performance evaluation. To the maximum extent possible, this time should be granted no later than two workdays after it is requested. To the extent possible, employees must

submit these comments within seven workdays after meeting with the rating official. Such comments will be directly on or attached to the evaluation and become part of the evaluation package. The rating official and reviewing official will take an employee's oral or written comments into consideration. If, for any reason, the rating official and reviewing official change any of the ratings, a revised evaluation will be prepared.

## **Section 7**

- A. The Employer's policy for handling situations when an employee's performance does not meet the performance standards at any time during the evaluation period is to counsel the employee about performance deficiencies, including identification of the performance standard(s) where the employee's performance is deficient. When an employee's performance does not meet one or more critical elements (i.e., unacceptable performance) at any time during the evaluation period, the Employer will generally provide the employee with a notice of an opportunity to improve his or her performance.
- B. The rating official should address unacceptable performance at the time it occurs by identifying the critical element(s)/performance dimension(s) for which performance is unacceptable. The rating official shall also specify the assistance he/she will provide to the employee in improving his/her level of performance. Assistance provided by the rating official may include but is not limited to closer supervision, on-the-job training, or formal training. If a performance-based action is being considered under Chapter 43 of Title 5, United States Code, a formal opportunity to improve is required (see Article 31, Unacceptable Performance). If a performance-based action is being considered under Chapter 75 of Title 5, United States Code, a formal opportunity to improve is not required (see Article 30, Adverse Actions).

## **Section 8**

- A. An employee may file a grievance under Article 27, Grievance Procedure concerning his or her performance evaluation within 20 workdays after the evaluation has been signed and released to the employee, in accordance with the negotiated grievance procedure. An employee who has not filed a grievance may submit comments, limited to one page, to be attached to his or her evaluation prior to the submission of an application in connection

with the merit promotion process, electronic jobs bulletin board, or other personnel action.

- B. When a grievance or a statutory appeal is resolved and a performance evaluation is directed to be changed, a revised evaluation will be prepared reflecting the change(s) and signed by the supervisor. It will become the current evaluation and be retained in any file where it is maintained consistent with records retention policies. The grieved evaluation will be destroyed. If the grievance is denied and the evaluation is sustained, the grieved evaluation will remain the current evaluation and be retained in any file where it is maintained consistent with records retention policies.



## **ARTICLE 11 MERIT PROMOTIONS**

### **Section 1**

- A. The Employer's policy is to provide a fair, equitable, and systematic approach for the identification, evaluation, and competitive selection of employees for promotion to bargaining unit positions on the basis of merit principles. Actions taken under this Article shall be made without regard to race, color, sex, national origin, marital status, age, religion, sexual orientation, labor organization affiliation or non-affiliation, or non-disqualifying disability and shall be based solely on job-related criteria.
  
- B. The purpose of this Article is to ensure selection of the most qualified candidates for vacant positions. The parties agree that the Employer has the right, at its discretion, to fill vacant positions by recruiting eligible candidates through the announcement of such vacancies within the agency or by recruiting from any appropriate source. All internal or external vacancy announcements will be posted on the Office of Personnel Management's USAJobs (USAJobs.gov) website, and bargaining unit employees will be given the opportunity to apply for the vacant position either as an internal and/or external candidate. Article 14, Reassignments, provides procedures the Employer will follow to enable current employees to be considered for vacant positions that do not involve promotions.
  
- C. Under the terms of this Article, the Employer is not required to fill a vacant position with a current employee. The Employer may choose to select from other appropriate sources, provided applicable civil service merit procedures and the terms of this Agreement are followed. The Article provides for promotions to be made fairly and for promotion practices that support efforts to select the best-qualified candidates. Current employees may frequently be among the best-qualified candidates because they are familiar with the Employer's work.
  
- D. The Employer will maintain a merit promotion case file, in accordance with regulatory requirements, on each promotion action covered by this Article for two years after the selection is made or two years after the announcement closes, if no selection is made. Files involving active EEO complaint investigations or employee grievances must be held until the cases are resolved.

## **Section 2**

Except as provided under Section 3 below, the competitive procedures set forth in this Article apply to all promotions to bargaining unit positions and to the following actions:

- A. Promotion to a position that is not part of the employee's career ladder.
- B. Temporary promotions and details, if the position is at a higher pay band or has higher promotion potential, for more than one hundred twenty (120) calendar days.
- C. A combination of detail to a position with higher promotion potential or a temporary promotion totaling in excess of one hundred twenty (120) calendar days in the preceding twelve (12) months.
- D. Reassignment, reinstatement, transfer, or demotion to a position that has greater promotion potential than that of a position currently or previously held on a permanent basis, except as permitted by reduction-in-force regulations.
- E. Selection for a formal Employer career development program.
- F. Advancement to a Step 2 level, except when previously selected by competitive procedures for a position that was announced as having the potential to attain a Step 2 designation.

## **Section 3**

The competitive procedures set forth in this Article do not apply to the following:

- A. Career ladder promotions of an employee previously selected by competitive procedures to, but not beyond, the advertised promotion potential of the position.
- B. Promotion or advancement to the Step 2 level resulting from the reevaluation of an employee's position due to accretion of duties and responsibilities, changes in position evaluation/classification standards, or an initial position evaluation/classification error. When a position is upgraded

because of accretion of duties and responsibilities, a noncompetitive action may be taken if all the following conditions are met:

1. The employee continues to perform the same basic functions;
  2. The major duties of the position are absorbed into the new position;
  3. The new position has no further promotion potential;
  4. No other positions within the organizational unit are adversely affected;
  5. The position does not change from non-supervisory to supervisory; and
  6. The employee, on his or her own initiative, has been performing the higher level duties for a sufficient period of time to determine that the responsibilities are ongoing and permanent.
- C. Promotions under regulations that include special provisions for position changes when a reduction-in-force is occurring, including placement in positions with greater promotion potential.
- D. Selection of a candidate denied proper consideration in a previous promotion action if so determined through appropriate grievance, alternative dispute resolution, or appeal procedures.
- E. Appointment or conversion in a federally authorized program.
- F. Temporary promotions or details to higher pay band positions or positions with known promotion potential for one hundred twenty (120) calendar days or less, or a combination of these two actions totaling less than one hundred twenty (120) calendar days during the preceding twelve (12) months.
- G. Conversion of a temporary promotion to a permanent promotion, provided competitive selection procedures were used in the temporary promotion action, the normal minimum area of consideration for the position was used to recruit candidates, and the vacancy announcement indicated that the position may become permanent.

- H. Extension of a temporary promotion or detail to a higher position in a higher pay band when the initial selection was made through merit promotion procedures.
- I. Promotion, reassignment, demotion, transfer, reinstatement, or detail of a bargaining unit employee to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis and did not lose because of performance or conduct reasons.
- J. Repromotion to a pay band an employee previously held on a permanent basis and did not lose because of performance or conduct reasons.

#### **Section 4**

- A. Announcement of competitive merit promotions will be available on the Employer's electronic jobs board to which all bargaining unit employees will be provided access. Absent an emergency, all vacancy announcements will be open for a minimum of five (5) workdays. Hard to fill positions may remain open until filled, and positions with continuing vacancies may be open continuously. However, a minimum of 5 workdays must pass from the opening date of the announcement before a certificate may be issued for an open-until-filled or open continuously vacancy announcement. Additionally, certificates must be issued and closed out at least monthly. Amended announcements will indicate that they have been modified, stating the reason(s) for the modification.
- B. At a minimum, the vacancy announcement will contain or link to the following information:
  - 1. The announcement number;
  - 2. The position title, series, pay band, organization, and location of the position;
  - 3. The area of consideration;
  - 4. Promotion potential, if any;

5. A description of duties and responsibilities of the position and the name of a person that the candidate may contact to address their questions;
6. Whether the position is a full-time or part-time position;
7. Whether one or multiple positions are available;
8. The required minimum qualifications, including selective placement factors, which may be met within thirty (30) calendar days after the closing date of the announcement;
9. Quality ranking factors and/or competencies;
10. A list of evaluative methods that may be used by the rating panel or selecting official, such as interviews and tests;
11. Application procedures and where to submit applications;
12. The opening and closing dates for acceptance of applications;
13. A statement of equal employment opportunity; and
14. Whether relocation expenses will be paid.

## **Section 5**

The area of consideration is the area in which an active search of candidates is made. Only candidates within the targeted area of consideration and those eligible under the Veterans Employment Opportunity Act (VEOA) may compete for the position being advertised. The minimum area of consideration should be as broad as possible within the Employer, normally unit (i.e., district, Large Banks) or Employer-wide.

## **Section 6**

- A. An employee interested in merit promotion, including employees applying for Step 2 positions, must submit all required application materials identified in the announcement by the specified closing date. The applicant must have an acceptable performance rating (i.e., of at least Level 3 or better or Met in

all Performance Dimensions/Critical Elements) overall and for all critical performance elements to be eligible for promotion.

- B. The submission of job applications to the Employer is considered official business. Employees may use government computers, facsimile machines, copiers, envelopes, and standard government mail to complete and submit their applications. Use of government overnight/priority mail or government Federal Express is prohibited.
- C. Competitive service job applicants who are eligible for the Career Transition Assistance Plan (CTAP) because they are surplus or displaced (as defined by regulation) are entitled to receive special selection priority for other competitive service positions in accordance with CTAP regulations. The Employer agrees that, in accordance with the discretion provided under 5 CFR 330.607(c)(5), excepted service employees will also be provided with special selection priority for other excepted service positions.
- D. Excepted service employees can only be moved into competitive service positions through competition for the position that is open to all sources, unless reinstatement eligibility applies. Employees who were transferred to the Employer from the Office of Thrift Supervision (OTS) pursuant to the Dodd-Frank Act who are on a Schedule A appointment may apply to competitive service positions, and will remain on a Schedule A appointment if selected.
- E. Applications may be withdrawn at any time, by submitting a written notice to the Human Resources point of contact listed in the job announcement.

## **Section 7**

- A. Determining Basic Eligibility - Subject matter experts (SME) will be involved in the development of the job analysis, crediting plan, assessment questions and weighting of assessment questions. Applications are evaluated by a Human Resources (HR) Specialist to determine or validate whether minimum qualification requirements have been met, including any announced selective placement factors.
- B. Rating and Ranking - Those candidates who meet the minimum qualification requirements are further assessed to determine best-qualified.

1. When 10 or fewer applicants apply, the selecting official may
    - request that all minimally qualified applicants be referred for possible appointment; and
    - after making a determination between qualified and best-qualified candidates, and after notifying the Office of Human Capital of the determinations and rationale, select from among the best-qualified candidates.
  2. When more than 10 qualified candidates apply, all candidates must be evaluated further against the knowledge, skills and abilities (KSAs/Competencies) for the position to determine the best-qualified candidates. This evaluation is done based on the applicants' responses to the assessment questions, primarily by an automated staffing system (such as CareerConnector), but could also be performed by a HR Specialist or other knowledgeable management designee.
- C. All interviews will be conducted in the same manner (i.e. in person, by phone, or by video), to the extent practicable.

## **Section 8**

An employee selected for merit promotion will be promoted, placed into the new position, and paid at the salary of the higher level no later than thirty (30) days following the date of selection, unless a later date is mutually agreed to by the selecting official and the selected employees. Prior to placement in the new position, (1) employees must meet all qualifications requirements prior to promotion; and (2) employees who relocate will not receive the promotion until they have relocated and reported for duty at the new location.

## **Section 9**

- A. Upon request, the Employer will provide an employee with feedback as to the reason why he/she was found ineligible for a specific position.
- B. Each applicant who has not been selected (or if no selection was made) for merit promotion will be notified. Each applicant will be provided the following information regarding his or her application for merit promotion under this Article:

1. Whether he or she met the minimum qualifications for the position, including selective placement factors;
  2. Whether he or she was in the group from among which the selection was made; and
  3. The name of the person selected for the position.
- C. In the processing of a grievance related to actions taken under the terms of this Article, the grievant, upon request, shall be furnished with his/her information from the merit promotion file. If the Union wants additional information, the Union will submit an information request to the Employer, and shall be furnished with relevant and necessary information in accordance with 5 USC § 7114(b)(4) in regard to a grieved promotion action.

## **Section 10**

Upon completion of the selection process, the following information will be posted on the Employer's intranet for a minimum of sixty (60) days:

1. The announcement number;
2. The series and pay band;
3. The name of the selected candidate(s); and
4. The proposed effective date of the selected candidate(s) placement into the position.

## **Section 11**

The Employer will provide the national Union with an annual report for the preceding fiscal year of the number of bargaining unit positions posted and the number of these positions filled by bargaining unit employees. This report shall contain the employees' classification titles, series, pay band levels, units, organizations, and geographic locations to which they were promoted.



## **ARTICLE 15 OFFICE SPACE ALLOCATION AND UTILIZATION**

### **Section 1 – Space Allocation in Employer-Leased Space**

#### **A. Application**

All employees assigned to an OCC leased office as an official duty station will be provided workspace in accordance with Section 1 (B) and this Article.

#### **B. Determining Type of Workspace**

Permanently assigned workspace will be provided to those employees in the office 60% or more of the time. This calculation will be performed prior to the Employer opening, reconfiguring, or relocating offices. This calculation will be based on employees' office utilization data and will be calculated from the prior pay period using data for the duration of employees' time at that duty station up to three (3) years. For employees that do not have historical data (e.g., less than thirteen (13) pay periods) for the respective duty location and work unit, the assessment will be based on their manager's expectation for the employee's office utilization rate.

The following approach will be utilized:

Determine for each such employee for each pay period

- the number of days the office was open and available for their use (Work Days – the denominator)
- the number of days they were in the office (Office Days – the numerator)
- Calculate Office Utilization (%) =  $\text{Office Days} / \text{Work Days} * 100$

A Work Day is defined as:

- Monday through Friday
- Not a Federal Holiday
- Office not closed (e.g., snow day, etc.)

An Office Day is defined as:

- Is a Work Day
- Worked in the office at least 2 hours of the day

The Employer will provide any employee, upon his or her request, with the calculation (with each component thereof) showing their office utilization percentage. This request must be made within one (1) week of being notified of their office utilization percentage.

C. Assigned Workspace

All employees occupying office space will be provided assigned workspace when 60% or more of their time is in the office as determined above. Any assigned workspace will be available for use by other employees when the assigned employee is away from the office.

D. Shared Workspace

All occupants, including employees under a Reasonable Accommodation, of office space will be provided shared workspace of no less than 48 square feet that can be reserved when less than 60% of their time is in the office. The quantity of shared workspaces will be at a ratio of one workspace for every two (2) employees in that location. These workspaces will be in addition to any team rooms, conference rooms and/or training team rooms. Employees will use the electronic reservation system provided by the Employer to reserve shared workspaces and other rooms.

E. Application to Space Currently in Inventory

When existing space is not in compliance with the standards of Sections A and B, the Employer will comply with these standards as soon as practicable.

If the Employer plans on renewing or executing a new lease at the same location when space does not comply, the Employer will determine cost, execution feasibility and other financial metrics along with operational needs when attempting to comply with these standards prior to renewing or executing this lease. The Employer will provide this information upon the request of NTEU.

## **Section 2 – Individual Workspace in Employer-Leased Space**

### **A. Opened, Reconfigured, or Relocated Employer-Leased Space**

As office spaces are opened, reconfigured, or relocated, bargaining unit employees will be assigned to open workspaces unless the Employer determines that the employee's job functions necessitate an enclosed workspace. Open workspaces will be 48 square feet. Enclosed workspaces will be 120 square feet.

Employees will select from available open workspaces (or enclosed if applicable) based first on band level, and then OCC seniority (employee entry on duty date). In the event of a tie, the overall government service computation date will be used and, if needed, a coin toss to break any tie.

### **B. Existing Employer-Leased Office Space**

Employees will select from available workspaces (for both open and enclosed) based first on band level, and then OCC seniority (employee entry on duty date). In the event of a tie, the overall government service computation date will be used and, if needed, a coin toss to break any tie.

## **Section 3 - Short Term Workspace Assignment**

Due to business necessity or other emergency circumstances, it may become necessary for the Employer to allocate work spaces and offices on a short-term, interim basis (no more than one (1) year) in a manner that does not meet the current standards or conform to prior practice. In such instances, the employer will make efforts to minimize the impact on bargaining unit employees and minimize the duration of such interim arrangements.

## **Section 4 - Office Space Renovation and Relocation in Employer-Leased Space**

- A. The Employer will provide written notice to the Union as soon as possible, generally not fewer than sixty (60) calendar days in advance of the effective date of the planned move or renovation (i.e., move

groups of employees within an existing building to existing offices or work spaces). The notice will include relevant and necessary information the Employer has pertaining to the configuration of the physical space, including the floor plan for the space. Upon request, the Employer will provide the Union with a walk-through of the physical space for information purposes.

- B. Should the new or reconfigured space permit implementation of the Employer's branding package, which describes the fit, finish, amenities, and general attributes of Employer-leased space, and other provisions of this Article, there will be no further negotiations. Should it not, the Union will have 21 calendar days after notification in which to submit to the Employer its proposals limited to addressing any adverse impact of the result of not complying with the branding package. Within seven calendar days thereafter, the Employer and Union will commence bargaining. If due to operational exigency, the Employer moves to or opens new space, or must begin construction on the new space before concluding negotiations, the parties will continue negotiations and the Employer will implement any resulting agreements promptly and, where feasible, retroactively, to the maximum extent permitted by law.
- C. The Employer will provide the Union with a copy of the OCC branding package. The Employer will negotiate once, upon the request of NTEU (at the National Level), over the branding package governing Employer-leased space to the extent not covered by this Agreement. Any such request to negotiate along with proposals must be submitted not later than thirty (30) calendar days after the Employer provides the branding package. The results of those negotiations and the branding package will apply to the build-out or reconfiguration of Employer-leased space and will be incorporated into this Agreement by reference with no further duty to bargain over this subject during the life of the Agreement.
- D. For all other moves involving bargaining unit employees within an Employer-leased facility, the Employer will comply with the terms of this Agreement.

- E. In connection with any relocation or renovation, bargaining unit workspaces shall be allocated in accordance with Section 1 and the procedures in Section 4 of this Article.
- F. In connection with any relocation or renovation the Employer will:
  - 1. Provide boxes to employees to pack their immediate work area;
  - 2. Provide employees with a reasonable amount of duty time to pack and unpack the boxes;
  - 3. Move the boxes, as well as Employer provided electronic equipment other than laptops; and
  - 4. Assign employees to workspace based on the seat selection process in place for that location.
  - 5. A reasonable accommodation takes precedence over the seat selection or space assignment procedures of this Article.
- G. The Employer will provide the Union with the following information:
  - 1. The names of the unit employees who will be moved, and when they are scheduled to move;
  - 2. A description of any assistance that will be provided to employees, including those with disabilities, in preparing for the move; and
  - 3. A description of any supplies provided to employees for the purposes of packing personal items and/or otherwise assisting in preparation for the move.

### **Section 5 – Bank or Financial Institution Space**

- A. For OCC employees being moved to bank or financial institution space, or those currently assigned to bank or financial institution space who are affected by a reconfiguration or relocation, workspace, amenities, and access to amenities will comport with what the bank provides to its staff (i.e. non-managers) performing similar job

functions or what the Employer determines as required to carry out its oversight responsibilities.

- B. In connection with any relocation of employees the Employer will:
1. Provide boxes to employees to pack their immediate work area;
  2. Provide employees with a reasonable amount of duty time to pack and unpack the boxes;
  3. Move the boxes, as well as Employer provided electronic equipment other than laptops;
  4. Discuss the relocation and details of the relocation with NTEU;
  5. Consider any reasonable request tailored to address any adverse impact to employees associated with a relocation; and
  6. Assign employees to workspace based on the seat selection process in place for that location.
  7. A reasonable accommodation takes precedence over the seat selection or space assignment procedures of this Article.
- C. The Employer has no duty to bargain with NTEU over the build-out, configuration, workspace, amenities, or access to amenities of bank or financial institution space.

## **ARTICLE 22 LEAVE**

### **Section 1 - General**

- A. Employees should request leave as far in advance as possible. For leave of greater than two (2) days, the request should generally be made no later than two (2) days before the leave commences, except for emergencies, illness, or unforeseen circumstances.
- B. When leave cannot be requested in advance because of an emergency, illness, or unforeseen circumstance, an employee should contact his or her supervisor or their designee and request leave approval. The request should be made within a reasonable time, normally the first two (2) hours of the employee's workday. Upon returning to work, the employee should complete and submit a leave application form.
- C. The minimum charge for leave and for absences in a non-pay status is one-half (1/2) hour. Additional charges for absences are made in one-half (1/2) hour increments. Absences on separate days of less than one-half (1/2) hour may not be combined.
- D. An automated leave request form will be used to approve and document leave in the timekeeping system. The form will be submitted to the approving official, normally the first-line supervisor, and forwarded to the timekeeper after approval. The employee shall receive a copy.
- E. For purposes of this Article, a family member includes an individual with any of the following relationships to the employee:
  - 1. Spouse, and parents thereof;
  - 2. Sons and daughters, and spouses thereof;
  - 3. Parents, and spouses thereof;
  - 4. Brothers and sisters, and spouses thereof;
  - 5. Grandparents and grandchildren, and spouses thereof;

6. Domestic partner and parents thereof, including domestic partners of any person in two (2) through five (5) of this definition; and
  7. Any person related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- F. The Employer will not consider the use of approved leave in preparing an employee's written performance appraisal.
- G. Medical Information – Definitions
1. Medical Certificate: A brief note or form signed by a medical professional stating that the employee had a medical condition or required treatment, and the dates of absence. It does not include detailed medical information (diagnosis, prognosis, treatment received).
  - A. Medical Documentation: A form or letter signed by a medical professional that provides detailed medical information about an employee. It may include diagnosis, prognosis, treatment plan, etc.

## **Section 2 – Annual Leave**

- A. Employee requests for annual leave shall be granted unless approval would interfere with the conduct of the essential functions of the agency or relevant organizational component.
- B. Requests for annual leave will be approved or denied by the date the leave is needed, but no later than ten (10) workdays after receipt of the request (or after any deadline established by the supervisor as described as follows). If the Employer expects that there will be a need to limit the number of employees on leave (or the length of their leave) during periods of time when leave is in high demand (such as summer and holidays), the Employer will request leave plans from employees and set a reasonable deadline for those plans. Requests will normally be approved in the order received. If multiple requests are received at the same time, any conflict between such requests will be resolved based on agency seniority, absent mission, staffing, or workload requirements.



- C. Requests for the reasonable use of annual leave before it is accrued should be granted. Supervisors may disapprove requests for advanced annual leave in circumstances when it contributes to a demonstrated pattern of misuse or it is unlikely the employee will be able to repay the leave. Advanced leave is limited to the amount of annual leave the employee will earn during the remainder of the leave year. Advanced annual leave may be liquidated by applying earned annual leave to the negative leave balance. If an employee separates from federal employment before repaying the advanced leave, the employee may be required to repay the value of the leave, except in the case of disability or death.
- D. At the employee's request, an approved absence that would otherwise be charged to sick leave may be charged to annual leave. Generally, annual leave may not be substituted for sick leave on a retroactive basis to avoid forfeiture of annual leave at the end of the leave year.
- E. The following are legitimate reasons for the restoration of forfeited annual leave: administrative error when the error causes a loss of annual leave, e.g., a technical or clerical mistake in an employee's leave accrual or in leave usage that caused an employee to forfeit annual leave; an exigency of the public business or operational demand, which prevented the use of leave that had been scheduled and approved, in writing, before the start of the third biweekly pay period prior to the end of the leave year; or employee illness when annual leave is scheduled in advance and the absence is so late in the leave year that the leave cannot be rescheduled to avoid forfeiture. OPM guidance regarding leave usage and restoration will be followed for emergency situations.
- F. Annual leave, once approved, will not be rescinded unless the rescission is necessitated by the Employer's workload, staffing, or mission requirements, or is required by applicable law or regulation. When there is no alternative to canceling scheduled leave, the decision to cancel should be made in advance unless a bona fide emergency prevents such a decision. The leave should be rescheduled as soon as possible for later use. The exigency, whether or not anticipated, must be of such importance that it precludes the use of leave.

### **Section 3 – Sick Leave**

- A. Sick leave may be used when an employee:

1. Receives medical, dental, or optical examination or treatment;
  2. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
  3. Provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment;
  4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member (including travel to and from the funeral);
  5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
  6. Adopts a child.
- B. Employees shall make requests to use sick leave for scheduled medical appointments, planned hospitalizations, or incapacitation due to pregnancy, childbirth, or other medical condition as far in advance as possible.
- C. Employees will not normally be required to furnish a medical certificate or documentation to substantiate a request for approval of sick leave for sick leave periods of three consecutive workdays or less unless the Employer has given written notice to the employee that he or she is under a leave restriction for a stated period (generally six (6) months), or there are specific circumstances that suggest the employee may be misusing sick leave. In these cases, the employee may be required to furnish a certificate from a competent medical authority for each absence from work which he/she desires to charge to sick leave.
- D. When an employee is absent in excess of three (3) consecutive workdays, the supervisor may accept an employee's written or oral statement as to the reason for the absence (for example, if the services of a physician were not required), or the supervisor may require the employee to submit a medical certificate. If a medical certificate is not sufficient (for example, for extended leave, FMLA, donated leave, etc.), medical documentation may be required. If a medical certificate or documentation is required to support the

use of sick leave, the supervisor will make this request before the employee returns to work, if practicable. The employee should provide an acceptable certificate or documentation no later than fifteen (15) calendar days after the request. If that time frame is impractical, the supervisor may extend it to a maximum of thirty (30) calendar days.

- E. The Employer may require medical documentation to support a request for leave (e.g., sick leave, medical leave, leave bank, leave transfer). The employee may submit such medical documentation directly to Human Capital. Alternatively, the employee may submit his or her personal medical documentation to Human Capital under seal to be forwarded to a competent medical authority designated by the Employer and this information will not be opened by Human Capital.

The confidentiality of the employee's medical information will be maintained by the Employer and its medical authority. Agency officials who need to know may be told about necessary restrictions or limitations on the work or duties of the employee, but specific medical documentation (including diagnosis, prognosis and treatment) should only be disclosed if absolutely critical (e.g. information may be shared with WRPM staff or legal counsel who have a need to know in connection with providing advice to agency officials).

Determinations on the employee's request will be based on the adequacy of the supporting medical documentation and the reasonableness of the employee's request based on the medical documentation submitted. Any denial of the employee's request for leave based on an evaluation of the employee's medical documentation must be supported by a report by a competent medical authority, a copy of which will be provided to the employee.

- F. The following apply to leave restriction:
  - 1. Supervisors may precede such restriction with counseling that places the employee on notice that a restriction may be imposed due to questionable use of sick leave. An allegation of sick leave abuse may not be based solely on the amount of sick leave used by the employee.

2. At the end of the stated leave restriction, the Employer shall review the employee's situation and shall give the employee written notice of rescission or renewal of the restriction due to continued abuse.
- G. If an illness occurs during a period of annual leave, the employee may request that the period of incapacitation or illness be charged to sick leave by submitting appropriate medical evidence or a personal statement acceptable to the supervisor. This should be done immediately upon returning to work.
- H. An employee may use sick leave for family care purposes as follows (see Section 6 for the Family and Medical Leave Act (FMLA)):
1. A full-time employee may use a total of up to twelve (12) weeks (480 hours) of accrued sick leave each year for all family care purposes. Hours used for general family care and bereavement may impact the hours an employee can use to care for a family member with a serious health condition. If twelve (12) weeks are used to care for a family member with a serious health condition, no sick leave may be used for general family care and bereavement. Amounts for part-time employees are prorated as detailed below.
  2. For general family care or bereavement. This includes caring for a family member incapacitated by a medical or mental condition; attending to a family member receiving medical, dental or optical examination or treatment; or making arrangements necessitated by the death of a family member or attending the funeral of a family member.
    - a. Full-time employees may use one-hundred four (104) hours of sick leave per leave year. An employee may request advanced leave or leave without pay for these purposes.
    - b. Part-time employees may use the number of sick leave hours they normally accrue in a leave year (e.g., if an employee's scheduled tour of duty is twenty (20) hours per week, the available sick leave for family care purposes would be fifty-two (52) hours).

3. To care for a family member with a serious health condition (see Section 6G for more information about the definition of a serious health condition).
    - a. Full-time employees may use four-hundred eighty (480) hours of sick leave per leave year. An employee may request advanced leave or leave without pay for this period.
    - b. Part-time employees may use the amount of sick leave per leave year equal to twelve (12) times the average number of hours of work in their scheduled tour of duty each week (e.g., if an employee's tour of duty is twenty (20) hours per week, the available sick leave would be two-hundred forty (240) hours).
  4. If the number of hours in the employee's tour of duty changes during the leave year, the employee's entitlement to use sick leave for family care purposes is recalculated based on the new tour of duty.
  5. Criteria and documentation for sick leave for family care purposes are the same as that required for an employee requesting sick leave for personal medical reasons.
  6. If an employee does not use any or all of the sick leave allowed for family care purposes in a leave year, it does not accumulate or carry over to succeeding years.
- J. An employee may use sick leave for absences relating to adopting a child. An adoptive parent may use sick leave for: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed. Sick leave used for adoption purposes is in addition to the employee's unpaid leave for the placement of a child with an employee for adoption under the Family and Medical Leave Act (FMLA).

#### **Section 4 – Advanced Sick Leave**

- A. An employee may be advanced a maximum of two-hundred forty (240) hours of sick leave. An employee serving under a limited appointment or one that will be terminated on a specified date may be advanced the total

sick leave that the employee would otherwise earn during the term of the appointment.

- B. The request should be accompanied by a written explanation and a medical certificate.
- C. Advancement of sick leave to employees should be permitted when reasonable. An example for which advanced sick leave could be granted is recuperation from a major illness or surgery when an employee's sick leave balance is exhausted. Supervisors may disapprove requests for advanced sick leave in circumstances when it contributes to a pattern of misuse or it is unlikely the employee will be able to repay the leave. Supervisors may consider the availability of "use or lose" leave, expiring compensatory time or expiring compensatory time off for travel when evaluating a request for advanced sick leave.
- D. Advanced sick leave is normally liquidated by applying earned sick leave to the negative leave balance. Annual leave may also be substituted retroactively for advanced sick leave in order to liquidate the indebtedness. If an employee separates from federal employment before repaying the advanced leave, the employee may be required to repay the value of the advanced leave, except if the employee is separated because of disability retirement or death.

## **Section 5 – Leave Without Pay**

- A. Leave without pay (LWOP) is absence from duty in an approved nonpay status that may be granted at the employee's request. LWOP is distinguished from absence without leave (AWOL), which is an absence from duty that is not authorized or approved, or for which a leave request has been denied.
- B. Employees are eligible for LWOP, but are not entitled to LWOP as a matter of right, except for:
  - 1. Disabled veterans requiring medical treatment for service-connected disabilities;
  - 2. Reservists and National Guard members who are entitled to a leave of absence for military duty or training;

3. Employees receiving injury compensation; and
  4. Employees invoking the FMLA entitlement.
- C. Requests for LWOP should be submitted on an automated leave request form. Requests for extended LWOP (in excess of thirty (30) days) should be accompanied by a written statement of the reasons and particulars of the situation. Applicable documentation may also be required. LWOP in excess of thirty (30) days may be approved by the deputy comptroller in the district or the appropriate deputy comptroller or equivalent in the Washington office or other appropriate OCC official, and documented with an SF-50, Notification of Personnel Action.
- D. When reviewing requests for LWOP, the approving official should ensure that the benefit to the OCC and the government, or the serious needs of the employee, are sufficient to offset the costs and administrative inconvenience of retaining an employee in a LWOP status. Matters to be considered include: encumbrance of the position during the LWOP; the unavailability of an employee's services that may be vital to the office; the OCC's obligation to provide employment at the end of the approved absence; or the possible necessity of employing and training a temporary replacement for the absent employee. When granting extended LWOP (in excess of thirty (30) days), the approving official should have a reasonable expectation that the employee will return to duty at the end of the LWOP, and that at least one of the following benefits would result: protection or improvement of an employee's health, fulfillment of family responsibilities, retention of the employee, or furtherance of an OCC or government goal or program of interest. Except in unusual circumstances, LWOP should not be authorized for any period in excess of fifty-two (52) weeks.
- E. LWOP may be granted on a temporary basis, for example, to accommodate a medical or family situation warranting regular absences. However, LWOP normally will not be granted on a regular weekly or biweekly basis that would, in effect, permanently reduce a full-time employee's work schedule to an informal part-time schedule.
- F. LWOP may be granted for family and medical reasons in addition to FMLA and sick leave for family care purposes. Employees may be granted up to twenty-four (24) hours of LWOP each year for: participation in school and early childhood educational activities, including parent-teacher conferences;

meetings with principals, counselors, teaching staff; school board meetings; tutoring; interviewing for a new school or child-care facility; meetings with child-care providers; participating in volunteer activities supporting the child's educational advancement; school or child-care sponsored activities, such as sports and recreation programs, field trips, or class plays; or routine family medical appointments, such as for parents to accompany children to routine medical or dental appointments, such as annual checkups or vaccinations, or elderly relatives' health needs, such as making arrangements for housing, meals, phones, banking services, and other similar activities.

### **Section 6 - Family and Medical Leave Act (FMLA)**

- A. The FMLA entitles eligible employees to take twelve (12) workweeks of LWOP during any twelve (12) month period for one or more of the following reasons:
1. Birth of a child and care of a newborn (within one (1) year after birth);
  2. Placement of a child with the employee for adoption or foster care;
  3. Care of an employee's family member (see Section 1E and Section 6B);
  4. Employee's own serious health condition that makes the employee unable to perform the duties of his or her position; or
  5. Any qualifying exigency arising out of the fact that the family member of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- B. A full-time employee is entitled to a maximum of four-hundred eighty (480) hours (forty (40) hours per week times twelve (12) weeks) of LWOP during the twelve (12)-month entitlement period. A part-time employee is allowed twelve (12) times the number of hours in their scheduled workweek. For example, a part-time employee working a thirty-two (32)-hour week would be entitled to three-hundred eighty-four (384) hours (thirty-two (32) hours per week times twelve (12) weeks) during the twelve (12)-month entitlement



period. Spouses both employed by the Employer are each entitled to twelve (12) administrative workweeks of unpaid leave; however, a spouse may not transfer his or her entitlement to the other spouse. In addition, a higher limit of twenty-six (26) total weeks of FMLA leave will apply to an employee who is caring for a family member who is a military service member with a serious injury or illness.

- C. For a family or medical need, the twelve (12)-month entitlement period begins on the date the employee first takes Family Medical Leave (FML). For the birth or care of a child, or the placement of a child for adoption or foster care, the entitlement period may begin prior to or on the actual date of birth or placement; however, the FML must be concluded within twelve (12) months thereafter.
- D. To be eligible for leave under the provisions of FMLA, an employee must have completed at least twelve (12) months of civilian service with the federal government. This need not be the twelve (12) most recent months or consecutive months. Up to six months of LWOP is creditable for meeting the twelve (12)-month service requirement. Intermittent service may count toward the service requirement (employees must have worked one-thousand two-hundred fifty (1,250) hours during the preceding twelve (12)-month period), but intermittent employees are not eligible for FMLA.
- E. An employee who decides to use leave under the provisions of FMLA must invoke his or her entitlement to that leave by: completing a Request for Family and Medical Leave, CC-6020-38; obtaining authorization from his or her supervisor and Headquarters Human Capital office; and completing an automated leave request form. Medical certification may also be required, as provided as follows under Section 6H.
- F. A supervisor may not require the use of FML, nor deny it to an employee who meets the criteria and complies with the requirements and obligations under FMLA. LWOP under the FMLA is in addition to annual, sick, advanced leave, other LWOP, or leave received under the Voluntary Leave Transfer program or the Voluntary Leave Bank Program.
- G. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves: inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacitation or subsequent treatment in connection with such inpatient

care; or continuing treatment by a health care provider that includes, but is not limited to, examinations to determine if there is a serious health condition, and evaluations of such conditions if the examinations or evaluations determine that a serious health condition exists. A serious health condition includes such conditions as cancer, heart attacks, strokes, serious injuries, Alzheimer's disease, incapacitation due to pregnancy, and childbirth. It is not intended to cover short-term conditions for which treatment and recovery are very brief (such as the common cold, earaches, upset stomach, headaches other than migraines, or routine dental problems).

- H. For FML requested to care for a family member or for the employee's own serious health condition, the employee must provide medical certification, typically using form CC-6020-39, Medical Certification for Family and Medical Leave. The medical certification prepared by the health care provider will be relied upon to determine the amount of leave necessary to manage the circumstances which prompted the need for leave. The Employer may require recertification, every thirty (30) days, on the continuing need for leave.
- I. The Employer may require a second opinion, at the Employer's expense, if the validity of the original medical certification is questioned by a competent medical authority designated by the Employer. The Employer may require a third opinion, at the Employer's expense, from an independent health care provider jointly approved by the employee and agency when the second opinion differs from the original certification. The third opinion is final and binding.
- J. Any medical documentation submitted by an employee shall be considered confidential and will only be discussed with other officials of the Employer on a "need to know" basis.
- K. An employee may elect to substitute paid time off for LWOP, i.e., annual leave, sick leave (including sick leave for family care purposes), advanced leave, restored leave, or donated leave, consistent with governing law.
- L. An employee may obtain approval from his or her supervisor to take FMLA leave intermittently or on a reduced leave schedule.

- M. An employee who takes FML is entitled to return to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.
- N. When the need for leave is foreseeable, an employee will provide thirty (30) calendar days' notice before the FMLA leave is to begin. Otherwise, the employee will provide notice within a reasonable period of time appropriate to the circumstances involved.

### **Section 7 – Leave Transfer/Leave Bank**

The Employer shall continue to provide the Voluntary Leave Transfer Program and Voluntary Leave Bank Program. The employee representative and alternate on the board that administers the leave bank will be selected by the Union.

### **Section 8 – Other Leave**

- A. Full-time employees who are members of the National Guard or a reserve component of the Armed Forces shall be entitled to military leave for active duty, active duty training, and inactive duty training at the rate of fifteen (15) days (one-hundred twenty (120) hours) per fiscal year. Military leave that is not used in a fiscal year accumulates for use in the succeeding fiscal year. However, no more than fifteen (15) days may be carried over into the succeeding fiscal year. The total maximum accumulation for military leave is thirty (30) days (two-hundred forty (240) hours) in any fiscal year.
- B. An employee may use up to thirty (30) days (two-hundred forty (240) hours) of paid leave each leave year to serve as an organ donor. Leave for organ donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of thirty (30) days, an employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.
- C. An employee may use up to seven (7) days (fifty-six (56) hours) of paid leave each leave year to serve as a bone marrow donor. Leave for bone marrow donation is a separate category of leave that is in addition to annual leave and sick leave. For absences in excess of seven (7) days, an employee may request accrued or advanced annual or sick leave, donated leave, or LWOP.

- D. The Employer will approve an employee's request for leave (whether annual or leave without pay) or compensatory time for religious observance on a work day. Compensatory time for religious observance may be used before it is earned. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, the Employer shall in each instance afford an employee the opportunity to work compensatory time and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. The employee may work such compensatory time before or after the grant of compensatory time off. A grant of advanced compensatory time off for religious purposes should be repaid by the appropriate amount of compensatory time work within a reasonable amount of time, normally within three (3) months of when the time was used but, in exceptional circumstances, up to six (6) months. An employee should be allowed to accumulate only the hours of work needed to make up for previous or anticipated absences from work for religious observances. An automated leave request form should be used to show hours earned and used, and should clearly state the time is for religious purposes and the specific observance.

## **Section 9 - Excused Absences**

- A. Excused absence is an authorized absence from duty without loss of pay and without charge to leave. "Administrative leave" is a term sometimes used to refer to excused absence.
- B. The Employer may excuse infrequent and unavoidable periods of tardiness of one-half hour or less without charge to leave provided the employee submits a reasonable explanation regarding the reason for his or her tardiness, and the cause is outside the employee's normal ability to control. The employee may also use gliding or makeup time if on a maxiflex schedule. If the excuse is not acceptable, annual leave, extra hours, or LWOP may be requested to cover the absence. Additionally, if tardiness is frequent or inexcusable and does not warrant approval of leave, the tardiness may be charged to AWOL.
- C. Weather/safety leave is a form of excused absence that will only be granted if the Employer determines that employees cannot safely travel to/from or perform work at the normal work site, telework site, or other approved

location because of severe weather or an emergency. If the Employer must close a facility for one of these reasons, employees will be informed using established procedures. Weather/safety leave will be granted to employees who do not participate in the telework program. Employees who are telework participants are expected to telework unless they could not reasonably anticipate the event, or if the employee cannot work from the telework site for reasons such as a power outage or loss of internet access due to the weather/safety event. However, weather/safety leave will not be granted in the event of school closures or other times where dependent care responsibilities interfere with the employee's ability to telework. Managers may grant weather/safety leave for employees who do not have portable work provided the employee made the request within two hours of the start of the employee's work day.

Employees on preapproved leave (paid or unpaid) when a weather/safety issue arises will not be granted weather/safety leave. Employees may not cancel preapproved leave solely for the purpose of receiving weather/safety leave.

- D. In the event of an early closing of a facility, employees working in the facility will be notified as promptly as possible after the decision is made that they may leave work and use weather/safety leave. The early dismissal will have no effect on the leave or pay of employees not in duty status when the dismissal became effective. Employees who are teleworking are expected to continue working or to request annual leave, extra hours, or LWOP. The Employer has discretion to grant weather/safety leave if the employee cannot work from the telework site, for reasons including a power outage or loss of internet access due to the weather/safety event.
- E. An employee has no entitlement to excused absence when the employee's official duty station is open. However, if an employee will be unavoidably delayed in arriving at work or is unable to report to work due to an emergency, including severe weather conditions, natural disasters, and public emergencies, the Employer will consider the employee's request for a reasonable amount of excused absence. An emergency is one that is general rather than personal in scope and impact. The Employer will consider each employee's request for excused absence, based on factors such as availability of transportation, and the success of other employees in similar situations, and grant such requests when reasonable.

F. An employee may be granted, on a one-time basis, excused absence up to three (3) days to sit for a professional examination where that examination is job-related and required by the OCC. Additionally, excused absence may be granted up to one (1) day when travel is required to take the examination outside the metropolitan area of the employee's duty station.

## **ARTICLE 31 UNACCEPTABLE PERFORMANCE**

### **Section 1**

- A. For purposes of this Article, an action based on unacceptable performance under 5 USC Chapter 43 is a reduction in pay band or removal of an employee whose performance fails to meet established performance standards in one or more critical elements set forth in the applicable performance plan (i.e., performing at Level 1 in any skill element or not meeting any objective under the current performance plan, or not meeting any performance dimension under the performance plan implemented under Performance Management Redesign).
- B. The Employer must demonstrate that an action taken under this Article for unacceptable performance is supported by substantial evidence.
- C. The provisions of this Article do not apply to the removal of probationary or trial employees or to performance-based removals under 5 USC Chapter 75.
- D. If an action based on unacceptable performance is withdrawn or overturned based on the merits, all documentation retrievable by name relative to that action will be destroyed, with confirmation of such action sent to the employee, except for any documentation that:
  - 1. The Employer is required to preserve in accordance with law, rule, or regulations;
  - 2. Is relevant to an action that is maintained or upheld;
  - 3. Is outside the control of the Employer; or
  - 4. Is contained in a database (that is not accessible by the employee's managers) used for statistical tracking of personnel actions.

### **Section 2**

- A. Before taking an action based on unacceptable performance, the Employer will notify the employee in writing of the critical element(s) for which performance is unacceptable, inform the employee of the performance

requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position and advise the employee what he/she must do to bring his/her performance up to the acceptable level. The notice will also explain what efforts will be made to assist the employee in improving performance. Assistance may include formal training, closer supervision, counseling, or more frequent progress reviews. The Employer may give an employee notice of an opportunity to improve at any time during the performance appraisal cycle when performance becomes unacceptable in one or more critical elements.

- B. When the employee's performance is unacceptable in one or more critical elements, the Employer will provide the employee with a reasonable period of time (at least 60 to 120 calendar days, depending on the nature of the employee's duties) to demonstrate acceptable performance. The Employer will inform the employee that, unless his/her performance improves to and is sustained at an acceptable level during such period of time, the Employer may remove the employee or reduce the employee's pay band.
- C. The Employer also will inform the employee that, unless his/her performance in the identified element(s) is sustained at the acceptable level for at least one year from receipt of the written notice, the Employer may remove the employee or reduce the employee's pay band.

### **Section 3**

When the employee improves identified unacceptable performance to acceptable performance within the opportunity to improve period, as specified in Section 2B of this Article, but the employee's performance in the same critical element(s) again becomes unacceptable within one year of the initial notice, the Employer may initiate action to remove the employee or reduce the employee's pay band as set forth in Section 4 of this Article without offering another opportunity to improve his/her performance.

### **Section 4**

The Employer will follow these procedures when proposing and deciding to take an action under this Article:



- A. The employee will be provided thirty (30) calendar days advance written notice of the proposed action. The notice will identify both the specific instances of unacceptable performance and the related critical element(s).
- B. The employee will be provided with a copy of any information relied upon to support the proposal. This provision in no way limits the Union's right to additional information under 5 USC 7114 or any other applicable law, rule, or regulation.
- C. The employee will be advised in writing of his/her right to representation.
- D. The employee will be provided up to eight (8) hours of duty time to prepare his/her response to the proposed action.
- E. The employee will be provided the opportunity to reply to the notice orally and/or in writing within ten (10) workdays from the date the employee receives notice of the proposed action. The Employer may consider a written request to extend the reply period. If the employee elects to make an oral reply, it will be made to the deciding official in person, unless agreed otherwise. The employee may submit a written outline of the points covered upon conclusion of the oral reply. The Employer will prepare a summary of the oral reply for the record. The Employer will provide a copy of this summary to the employee or his or her Union representative who may submit any clarifications or corrections within five workdays of receipt of the summary. The Employer will pay the travel and per diem expenses of the employee to attend the oral reply.
- F. The employee will be given a final decision concerning the proposed action, usually within fifteen (15) calendar days after expiration of the advance notice period. Normally, the final decision will be issued by an official who is at a higher management level than the official who proposed the action. The final decision will be issued prior to the effective date of the action, and will specify the instances of unacceptable performance by the employee on which the action is based. The final decision will also address any relevant legal or factual disputes raised by the employee in the summary or written reply and will contain a statement advising the employee of his/her rights to challenge the unacceptable performance action.

## **Section 5**

If the Employer's final decision is to remove an employee or to reduce his or her pay band based on unacceptable performance, the employee may appeal the decision to the Merit Systems Protection Board or, if the Union decides to invoke arbitration, notice to seek arbitration must be served upon the Employer in accordance with Article 28, Arbitration.

**ARTICLE 37**  
**UNION ACCESS TO EMPLOYER FACILITIES**  
**AND RESOURCES**

**Section 1**

- A. The Union, upon appropriate advance request and approval, may use Employer leased conference rooms or other meeting space, when available. Generally, such use must be for representational purposes related to the Employer. If meeting space is used for internal Union business, the meetings must be conducted during non-duty hours (including during a lunch). The Employer may rescind approval for the Union's use of meeting space due to operational exigency. When requesting or reserving meeting space, the Union representative must indicate that the Union is sponsoring the meeting.
  
- B. The Union's national officers and Union staff representatives may visit Employer leased conference rooms or other meeting space to discuss appropriate Union business with individuals or groups of bargaining unit employees or representatives of management upon reasonable advance notice. The Union's national officers will normally provide 24 hours advance notice and Union staff representatives will normally provide 2 hours advance notice. Notice will be provided to the Director of WRPM or his or her designee. The Union may be permitted to invite other non-employee individuals to visit Employer facilities only after requesting and obtaining prior approval from the Comptroller's office.
  
- C.

**Section 2**

- A. Union representatives may use the Employer's telephones, fax machines, photocopiers and e-mail in connection with representational activities. This use is subject to the operational priorities of the Employer and may be reviewed periodically by the Employer and the Labor-Management Relations Committee (LMRC). A Union representative, while on official time, may use the computer workstation assigned to him/her in connection with representational activities.
  
- B. Employer equipment, including computers, printers, copying equipment, fax machines, telephones and e-mail may not be used for internal Union

business, except pursuant to the Employer's policy permitting employees to use such equipment for reasonable personal use. However, personal use does not include mass mailing, including e-mails, of material to employees.

Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, communications regarding support for specific candidates, political fund raising, or partisan political issues, and collection of dues.

- C. The Union may use the Employer's televisions for Union-sponsored local training and meetings with employees, when such equipment is reasonably available and has been requested in advance. However, such equipment may not be used for internal Union business during official time or duty time.

### **Section 3**

The Employer will post an electronic copy of this Agreement on its intranet for access by employees. The Employer will ensure that the electronic agreement is compliant with Section 508 of the Rehabilitation Act of 1973 as amended.

### **Section 4**

Each chapter may receive representational correspondence concerning the labor relations program via U.S. Postal Service mail or private express mail addressed to the Union or the local chapters at any of the Employer's locations. The Employer also agrees to allow the Union to use the intra-agency mail system for communicating with the Employer. Other than for safety/security concerns, the Employer will not open mail addressed to the Union local chapter. The Employer accepts no responsibility for lost, damaged, returned, opened, or misrouted mail.

### **Section 5**

- A. In each of the Employer's four district offices, the Employer will provide an office of approximately 120 square feet to be used by the Union as a chapter office. In the Employer's headquarters office, the Employer will provide an office of approximately 250 square feet to be used by the Union as a chapter office. The location of such offices will be determined by mutual agreement. The Employer will provide one four-drawer lockable file cabinet in Employer leased office space to the chapter president or designee of the Union's choice, if he or she is not located in the district office, for Union business. This is in addition to the four-drawer lockable file cabinet provided

for in 5B below. Union representatives not located in the district office may have access to quiet rooms and conference rooms or vacant offices in Employer leased space to conduct Union business subject to availability and in accordance with Sections 1A and B of this Article.

- B. Each office will be designed to provide privacy to the chapter and shall have a lockable door. The Employer will provide, for each office, a meeting table, a four-drawer lockable file cabinet, a bookcase, four chairs, a bulletin board, a telephone, and, upon request of the local chapter president, a computer with full network and Internet access, and a printer/scanner.

## **Section 6**

- A. The Employer will provide to the Union at least one (1) standard sized bulletin board up to 3' x 4' per floor in headquarters, one (1) per floor in each district office, and one (1) per floor in each Employer leased office location in the field where bargaining unit employees are located. The specific location of such bulletin boards shall be mutually agreed to by the Employer and the respective Union chapters. It is agreed that the Union may title the designated bulletin board space as the appropriate "NTEU CHAPTER."
- B. The Union will also be provided the opportunity to post announcements of meetings or other activities on the Employer's digital signage system. This use shall be subject to the Employer's standard internal communications system request process. The Union may not use the Employer's digital signage system for announcements of internal Union business. Internal Union business includes, but is not limited to, the solicitation of membership, elections of Union officials, communications regarding support for specific candidates, political fund raising or partisan political issues, and collection of dues.
- C. Materials posted on the Union's bulletin boards or on the Employer's digital signage system must be reviewed and approved by the Employer prior to posting and will not reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the federal government. If the Employer objects to any posted item, the Employer will remove the item and so inform the Union. The Union will not post materials in any other public or common space, on other bulletin boards or in elevator lobbies in the Employer's premises.

## **Section 7**

- A. The Union may use the Employer's e-mail system to communicate with the Employer, other Union representatives, an employee, or small groups of employees regarding representational matters, and to communicate with the Employer regarding the application/interpretation of the Agreement. The Union recognizes that the Employer's communications systems are the property of the Employer, and therefore, all users will comply with the Employer's system usage rules. These systems include, but are not limited to, e-mail and internet access. Communications will not contain materials that reflect adversely on the integrity of any individuals, other labor organizations, government agencies, or activities of the federal government.
- B. The Union may not use the Employer's e-mail system for announcements of internal Union business (e.g., membership drives, fundraising events, elections). Announcements about internal Union business activities, however, may be placed on Union bulletin boards and on the Union's Web site. Permissible e-mails also may provide notice that additional information about the representational matter appears on the Union's bulletin boards or on the Union's national or local websites.
- C. The Employer agrees that it will not monitor the content of communications of individual Union representatives unless such monitoring is consistent with the terms of this Agreement, or is required for security purposes, other purposes generally applicable to all Employer employees, or other negotiated policies or practices.
- D. Violations of the standards for use of the Employer's communication systems by individual employees can result in disciplinary action up to and including removal and/or the termination of the violator's access to the Employer's communications systems. The Union will be provided with advance notice and the opportunity to address any problems which might lead the Employer to suspend the Union's access to the Employer's communications systems or other sanctions based on a violation of these standards by Union representatives.

## **Section 8**

- A. Upon reasonable advance notice, the Union may distribute material to existing employee mailboxes or in non-work areas of the Employer's premises, provided that the employee distributing the material is in a non-duty status, and further provided that the distribution does not create a litter or employee traffic problem and that the material being distributed complies with the requirements of this Article.
- B. The Union shall be permitted to set up tables or booths at conferences held in Employer leased space if other employee groups (e.g., affinity groups) sponsored by the Employer are doing so. All tables or booths and any corresponding signage must be of the same general size as other tables and fit within the immediate boundaries of the table or both. The Union's tables or booths shall be staffed on non-duty time.
- C. The Union shall be permitted to perform desk drops to bargaining unit employees no more than four times per year. Reasonable notice of a planned desk drop must be given to the appropriate WRPM specialist or human resources specialist. Such notice will be given in writing in advance so that at least one full workday elapses between receipt of the notice and execution of the desk drop. The employee(s) performing the desk drop will do so on her or his own time (e.g., lunch periods, before/after work, on annual leave or leave without pay).

## **Section 9**

On a quarterly basis (each January 1, April 1, July 1 and October 1), the Employer will provide the Union's national office an electronic report of bargaining unit employees, identifying each by name, pay band, position title, series, assigned office (city and state), e-mail address, and employment status (e.g., permanent, or temporary appointment, full-time or part-time, or term).

**ARTICLE 39**  
**EMPLOYEE COMPENSATION AND BENEFITS**

**Section 1 – Merit Pay**

A. Pay Pools

For pay increases effective the first pay period in January 2019, and in each subsequent year until this Agreement is reopened, the Employer will allocate a portion of the budget for merit increases and merit bonuses. In the event across-the-board pay increases are set at zero for all or some executive branch employees by statute, regulation, presidential order, direction or guidance, the Employer may set Merit Pay Pools at zero. Otherwise, the Merit Pay Pool will be set between 1% and 5% of base pay, and the bonus pool will be set between 0% and 3% of base pay. The Employer will determine whether and by how much to adjust the pool(s) and the amount from each pool to be paid to employees. In determining the amount to payout, the Employer will consider the following:

- (1) the principle that equal pay should be provided for work of equal value;
- (2) the need to protect purchasing power of employees of the Office, taking into consideration the Consumer Price Index (CPI) and other economic indices as appropriate such as the Personal Consumption Expenditures (PCE) and Employment Cost Index (ECI);
- (3) the requirement that the Employer consult with and seek to maintain comparability with other Federal banking agencies;
- (4) the need to remain competitive with the market, taking into consideration data from the World at Work Salary Budget Survey, FIRREA Compensation Survey, and any other survey data as necessary; and
- (5) such other criteria as the Employer considers appropriate, including, but not limited to, the annual budget and the extent to which the Office is succeeding in fulfilling its mission and accomplishing the Executive Committee's initiatives.

Any determination under this Article by the Employer is not subject to further bargaining or challenge before a third party.



This merit increase and merit bonus pools will be divided into separate pools for each of the Employer’s lines of business.

**B. Salary Structure**

Effective the first pay period in January 2019 and in each subsequent year until this Agreement is reopened, the Employer will consider increasing the base salary structure minimum and maximum rates. In determining whether to provide an increase and, if so, the percentage increase each year, the Employer will consider the criteria set forth in Section 1A.

All bargaining unit employees will be subject to a pay cap. Effective the first pay period in January 2019 and in each subsequent year until this Agreement is reopened, the Employer will increase the pay cap by up to 2 percent rounded up to the next highest \$100. The pay cap will be calculated as the sum of an employee’s base pay, geographic pay, and merit pay increase. In determining whether to provide an increase and, if so, the percentage increase each year, the Employer will consider the criteria set forth in Section 1A.

**C. Merit Pay Matrix**

At the conclusion of fiscal years 2018 and 2019, the Employer will gather information regarding the annual performance rating distributions for each line of business. The Employer will publish a matrix for each individual line of business that will establish a distinct merit increase percentage for each strength of performance level (i.e., 4, 3 high, and 3). These ranges will be developed utilizing the framework below, spending the amount designated by the Employer using the process described in Section 1 A. The calculation of merit pay is based on the mid-point of the pay band.

<b>STRENGTH OF PERFORMANCE</b>	<b>MERIT INCREASE ALLOCATION</b>		
4	2.5(X)		
3 high	1.5(X)		
3	1.0(X)		
2 or 1	0		

*\* “X” will be defined within each line of business based on performance rating distributions.*

D. Determination of Strength of Performance for 3-Rated Employees

<b>PERFORMANCE RATING</b>	<b>EXPLANATION</b>
3	Means 0 or 1 skill element is rated 4
3 High	Means 5 skill elements are rated 4 when there are 6 elements rated, or 4 skill elements are rated 4 when there are 5 elements rated, or 3 skill elements are rated 4 when there are 4 elements rated

E. Merit Bonuses

If the Employer decides to award merit bonuses for work performed during each fiscal year covered by Sections 1C and 1D of this Article, the merit bonus pool will be divided into separate pools for each line of business. At a minimum, the merit bonus pool will be sufficient such that employees rated “4” will receive a minimum of 0.9 percent of their current base pay as a merit bonus and employees rated “3 high” will receive a minimum of 0.5 percent of their current base pay as a merit bonus. Merit bonus determinations will be made fairly and equitably, based on strength of performance against performance objectives and standards, and/or contribution to business unit or Employer objectives.

F. Data

No later than April 1 of each year, the Employer will provide the Union, to the extent consistent with law, an electronic file identifying the merit increase percentage, merit bonus percentage and special increase percentage for each bargaining unit employee along with the following fields: line of business/pay pool, position title, job series, pay band, district, gender, race/national origin, age group (under 40 and 40 and over), rating (by strength of performance category, if applicable). If there is some legal reason why the data in all fields cannot be provided, then the parties shall

discuss whether there are other options for providing necessary information to the Union. The Employer will redact data where necessary to protect individual identity.

G. The Union acknowledges that the Agency has indicated its intention to implement a new performance management system effective October 1, 2019. The parties agree that compensation for fiscal year 2020 and each year thereafter until this article is reopened will be determined as follows:

1. Employees will receive Merit Pay increases based on ratings received under the revised Performance Management system, in which employees are rated as Met/Not Met on each performance dimension, and receive a summary rating of Successful or Unacceptable. Upon implementation of the revised Performance Management System, the Merit Pay pool will be set between 1% and 5% in accordance with Section 1A. All employees receiving a summary rating of Successful will receive an equal share of 50% of the Merit Pay pool. The remaining 50% of the Merit Pay pool will be allocated to employees who Achieved/Exceeded or Far Exceeded their Objectives based on the share system described in #2, below.
2. In addition, to the merit pay distribution received under section G (1), employees with a summary rating of Successful will receive an additional merit pay distribution. Successful rated employees will receive additional shares of the Merit Pool as follows:
  - a. Achieved/Exceeded Agency Objective(s): one share
  - b. Achieved/Exceeded Line of Business Objective(s): one share
  - c. Achieved/Exceeded Individual Objectives: two shares
  - d. Far Exceeded Agency Objective(s): two share
  - e. Far Exceeded Line of Business Objective(s): two shares
  - f. Far Exceeded Individual Objective(s): four shares

Employees with a summary rating of Successful but who have not Achieved/Exceeded or Far Exceeded any Objectives will not receive any additional shares of the Merit Pool.

3. For work performed during each fiscal year, the Merit Bonus pool (if any) will be divided into separate pools for each line of business. Employees who are identified as having a summary rating of Successful and Achieved/Exceeded or Far Exceeded on all of their

Objectives are eligible for a bonus. Bonus determination will be made utilizing the Indicators of Excellence.

The Merit Bonus pool (if any) will be set between 0 and 3% upon implementation of the revised Performance Management system.

## **Section 2 – Special Increases**

- A. The Employer will distribute Special Increases in accordance with the existing compensation program policy and the subsequent policy modifications that went into effect on February 25, 2013. On a bi-annual basis, the Employer will take affirmative steps to provide guidance, education, and advice to managers and supervisors on the proper use of these Special Increases, with particular emphasis on their use for employees low in the pay range who have acquired or demonstrated new skills. However, all employees who meet the criteria identified in the policy are eligible for a Special Increase regardless of their position in the pay band; to the extent such an increase would otherwise result in the employee exceeding the maximum pay for the pay band, the employee will receive that portion of the increase as a lump sum.
- B. The Employer may add any unused Special Increase funds available within a line of business to the merit pay pool for that line of business using the considerations described in Section 1A. Funds designated for Special Increases for pre-commissioned examiners are restricted to that purpose and are not available for distribution into merit or merit bonus pools.

## **Section 3 – Geographic Pay**

- A. Geographic pay (GEO) is a salary differential that employees receive in addition to their base pay, based on differences in the cost of labor and cost of living in and/or around their respective duty station. GEO rates shall remain at current levels for 2019, and each subsequent year until this Agreement is reopened.

## **Section 4 – 401(k) Program**

- A. OCC 401(k) program and OTS 401(k) Program (CSRS and FERS Employees)

1. The Employer will make a discretionary contribution of 4 percent of adjusted base salary pay to each eligible employee's 401(k) account each pay period for the duration of this Article. In addition, during the fourth quarter of each calendar year for the term of the Article, the Employer may provide each eligible employee who was on the Employer's payroll as of the last day of the last full pay period of each fiscal year a discretionary contribution to their 401(k) account.
2. The Employer will match up to 1 percent of each eligible employee's adjusted base salary. The discretionary and matching contributions will be invested into the employee's 401(k) account according to their respective investment allocations.

**B. OTS 401(k) Program (FIRF Employees)**

1. The Employer will make a discretionary contribution of 4 percent of adjusted base salary pay to each eligible employee's 401(k) account each pay period for the duration of this Article. In addition, during the fourth quarter of each calendar year for the term of the Article, the Employer may provide each eligible employee who was on the Employer's payroll as of the last day of the last full pay period of each fiscal year a discretionary contribution to their 401(k) account. The Employer will make a discretionary contribution of 4 percent of pay to each eligible employee's 401(k) account each pay period for the duration of this Article.
2. The Employer will match up to 3 percent of each eligible employee's adjusted base salary. The discretionary and matching contributions will be invested into the employee's 401(k) account according to their respective investment allocations.

**Section 5 – Life Cycle Program**

Each year of this Agreement, the Employer will provide \$1,250 for the Life Cycle Program to each employee on board as of the commencement of the benefits Open Season. In order to receive the contribution, the employee must be on the Employer's payroll as of January 5 for each year of payment.

The Employer will provide employees \$500 dollars of this amount to be applied using the following options: (1) deposit into their Healthcare Flexible Spending

Account, (2) deposit into their Dependent Care Flexible Spending Account, or (3) take as additional cash. The remaining \$750 will be paid as a lump sum cash payment.

### **Section 6 – Health Insurance Subsidy**

In addition to the standard Federal employer contributions to employee healthcare insurance, the Employer will provide each employee a maximum of up to \$75 per pay period in 2019 and each subsequent year of this Agreement, toward the employee's Federal Employees Health Benefits.

### **Section 7 – Travel Stipend Program**

The Employer may provide on an annually determined basis a stipend of \$40 to each employee for each night out in a calendar year from the 51<sup>st</sup> night out through the 70<sup>th</sup> night out, and \$50 for each night out beginning with the 71<sup>st</sup> night, for charter specific direct supervision travel.

### **Section 8 – OCC Life Insurance**

As the life insurance contract is re-competed, the employer will seek to obtain and maintain the maximum coverage for Option 1 at no less than \$500,000.

### **Section 9 – Dental Insurance**

At any time the dental insurance contract is re-competed, the Union will be allowed to have one representative on the Technical Evaluation Panel, subject to the requirements and restrictions applicable to all other members of the panel.

### **Section 11 – Public Transit Subsidy**

The OCC shall provide a public transportation subsidy in accordance with PPM 3120-48 to all employees for the cost of using public transportation up to \$250 per month, or up to the maximum IRS deductible limit, whichever is greater, during the period covered by this Article. Any amount exceeding the IRS limit will be treated as taxable.

### **Section 12 – Pre-Tax Parking**

The OCC shall provide a program to permit employees to pay for parking on a pre-tax basis, to the maximum extent permitted under IRS rules.

### **Section 13 – Annual Leave Buy-Back**

The Employer may authorize the lines of business to offer annual leave buy-back based on business demands of the line of business. Should the Employer authorize the line of business to use this flexibility, the Employer will compensate approved employees for unused use-or-lose annual leave by providing a one-time cash payment for up to forty (40) hours. Applications requesting approval for unused annual leave compensation must be submitted to the employee's Senior Deputy Controller or their designee.

### **Section 14 - Other Compensation and Benefits**

During the period covered by this Article, the Employer's other employee compensation and benefit programs not specifically referenced in this Article will continue to be administered under the policies and procedures in effect as of the date of this Agreement, unless otherwise negotiated or required by law with the following exceptions:

- A. The CBS Staffing Incentives/Flexibilities, NY Special Geo Offset Program, Enhance Mortgage Subsidy, and Enhanced Rental Subsidy are no longer offered to bargaining unit employees.
- B. The CBS Staffing Incentives/Flexibilities Lateral Field Examiner automatic increase is no longer offered in connection with a lateral transfer. In the event that the Employer identifies a position for which it is difficult to recruit, the availability of the lateral transfer increase will be listed in the vacancy announcement.

The Employer will revise the CBS Staffing Incentives/Flexibilities program guidance on OCCnet.

- C. The New York City Large Bank Examiner Commutation Stipend is cancelled.
- D. Parking at HQ – Parking will be \$40 per month and the difference between the current rate per space charged to the Employer and any future annual increase. On an annual basis, the future increase to

parking, if any, will be added to the per month parking rate in effect at that time.

- E. Changes to pay protections associated with rotational and term positions within the bargaining unit are subject to further negotiations during the period covered by this article.



## **ARTICLE 40 DURATION AND TERMINATION**

### **Section 1**

This Agreement will become effective on the date it is approved pursuant to the provisions of 5 USC § 7114(c) or thirty-one (31) calendar days after it is executed by the Employer and the Union, whichever event occurs first.

### **Section 2**

Except as otherwise provided in specific Articles, this Agreement shall remain in effect for a period of three (3) years from its effective date and shall be automatically renewable for additional one (1) year periods unless either party notifies the other party, in writing, at least sixty (60) calendar days, but not more than one-hundred and five (105) calendar days prior to the expiration date of its intention to terminate this Agreement.

Such written notice shall be accompanied by proposed ground rules for negotiations and will identify the provisions in the CBA that are proposed for amendment or modification. The non-opening party has up to fifteen (15) calendar days to notify the other party whether they wish to re-open any articles, and will identify the provisions in the CBA that are proposed for amendment or modification. The parties shall begin ground rules negotiations no later than thirty (30) calendar days from the date of the initial notice.

### **Section 3**

At the mid-point of this Agreement, either party may reopen up to two (2) Articles of this Agreement. If this occurs, the other party may also choose up to two (2) Articles to reopen. Negotiations will follow the rules for mid-term bargaining as referenced in Article 7 of this Agreement. Notice may be given no more than thirty (30) calendar days prior to the mid-point of the effective date of this Agreement, but in no event after the mid-point. The notice of intention to reopen must be in writing and shall be accompanied by specific proposals. The non-opening party has up to ten (10) work days to inform the other party whether they wish to re-open up to two (2) Articles. The non-opening party has up to five (5) work days from the date of that notification to provide proposals. The parties shall begin negotiations no later than thirty (30) calendar days after receipt of the initial notice.