

COLLECTIVE BARGAINING

AGREEMENT

AFSCME AFL-CIO LOCAL 2478

AND

THE U.S. COMMISSION ON CIVIL RIGHTS

JANUARY 31, 1975

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PREAMBLE

This Agreement is made and entered into by and between the U. S. Commission on Civil Rights, hereinafter referred to as the "Employer", and AFSCME, AFL-CIO, Local 2478, hereinafter referred to as the "Union", and collectively known as the "Parties". This agreement and such supplementary agreements as may be agreed upon hereunder from time to time together constitute a collective bargaining agreement between the Employer and the Union pursuant to Executive Order 11491, existing or future laws and regulations of appropriate authorities, including those issued by the Civil Service Commission, by published agency policies and regulations in existence upon the approval of this Agreement and by those policies and regulations subsequently issued by the Employer as required by law.

The Employer and the Union agree to cooperate in appropriate programs of mutual interest, in education and information dissemination, both within and outside of the agency of the Employer, for public and private consumption.

ARTICLE I. RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2, below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 2. The unit includes all employees in the National and regional offices, except supervisors and management officials as defined in Executive Order 11491 as Amended; employees engaged in Federal personnel work in other than a purely clerical capacity; and employees to which Section 3 of Executive Order 11491 as Amended applies.

Section 3. As the exclusive representative of all employees in the bargaining unit, the Union shall be entitled to act for, and to negotiate agreements covering all employees in the unit. It shall be responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions or employees in the unit.

ARTICLE II - PUBLIC PURPOSES SERVED BY THIS AGREEMENT

The Employer and the Union affirm that the public purposes to which the Employer is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate in the Federal Service.

The Employer and the Union further agree that the following general purposes are the legitimate goals of both parties to this Agreement:

- (1) To promote fair and reasonable working conditions, including the provision for a safe and healthful work environment;
- (2) To promote employee-management cooperation;
- (3) To establish orderly procedures, including grievances and arbitration as defined in Executive Order 11491 as Amended;
- (4) To promote training and career development programs designed to aid the employees in achieving their acknowledged and recognized objectives;
- (5) To establish a merit promotion and staffing plan;
- (6) To implement the Commission's Equal Employment Opportunity Program and Affirmative Action Plan;
- (7) To establish machinery for the resolution of problems which may arise pursuant to this contract;
- (8) And such other matters as may be dealt with through the collective bargaining process.

ARTICLE III - RIGHTS OF THE EMPLOYEES

Section 1. The Parties agree that they will proceed in accordance with and abide by all Federal laws and regulations, applicable state laws, regulations of the USCCR and this Agreement, in matters relating to the employment of employees covered by this Agreement.

Section 2. Each employee without exception has the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The only exception to this right are those contained in Executive Order 11491 as Amended. The Employer shall take the action required to assure that employees in the unit are apprised of their rights under Executive Order 11491 as Amended and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Section 3. Consistent with the general conduct requirement of the U. S. Government as embodied in the Federal Personnel Manual and USCCR Statutes, Rules and Regulations, employees have the right to live and to conduct their private lives as they deem fit. Only in situations when an employee's behavior or conduct off the job, i.e., in his/her personal life, is alleged to be of such a nature as to preclude the employee from satisfactorily performing his/her duties as an employee will the conduct be of concern to management. However, employees are prohibited from engaging in conduct prejudicial to the Federal Government. In such cases, management must demonstrate that the behavior does interfere with the employee's satisfactorily performing his/her duties before taking any actions against the employee.

Section 4. It is agreed that the private life of an employee is his/her own affair as long as the job performance of the individual is not affected or he/she is not engaging in illegal or improper activity prejudicial to job performance. Therefore, the Employer agrees not to use any investigative official, either of the agency or by way of retainer, to survey the activities of an employee unless such employee is engaged in or suspected of engaging in illegal or improper activity related to job performance. However, employees are prohibited from engaging in conduct prejudicial to the Federal government. It is further agreed that job performance of employees is the responsibility of supervisors and management. Therefore, if any performance of any employee is questioned, it will be done solely by the supervisor or management officials and not through the efforts of any investigative device. If any program area under the responsibility of an employee is being investigated by the Employer, unless the employee is suspected of engaging in illegal or improper activities, the employee shall be notified prior to the investigation and will be consulted by the investigator in the course of the investigation.

Section 5. Employees have the right to honor or refuse any request for information concerning the employee's activities or undertakings unless it is related to the employee's general employment or job requirement. The Employer agrees not to request reports on such outside activities from other sources nor to engage in any surveillance of such activities.

Section 6. Employees have the right to be treated equally and without discrimination. In this respect employees have the right not to disclose their race, religion, national origin, political affiliation or physical or mental condition except as required by the Civil Service Commission.

Section 7. Employees have the right to discuss their work related problems with their immediate supervisor. However, employees, if desired, have the right to communicate with representatives of any of the following offices:

- (1) Personnel Office
- (2) Office of the General Counsel
- (3) Budget and Fiscal Office
- (4) The employee's office director
- (5) EEO counselors, and
- (6) The Union

Section 8. Each employee and/or designated representative who has been so authorized in writing by the employee, and where not contrary to law, regulation, or Civil Service policy, has the right upon request to review or photocopy his/her Official Personnel Folder. Employees have the right to update their Personnel Folders as they pertain to experience, education, training, or any aspect which would enhance their career. They also have the right to put in their folder any comment or statement in response to unfavorable information.

Section 9. (1) The employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the Official Personnel Folder. It is further agreed that any record in the Official Personnel Folder which has not been disclosed to the employee cannot be used as a basis for a disciplinary action. The official personnel records shall be only those prescribed by the Civil Service Commission, which constitute the record of the Employer. No

derogatory material of any nature which might reflect adversely upon the employee's character or Government career, will be placed in his/her Official Personnel Folder or any other file without the employee's seeing and initialing the material, with the exception of material required by law and regulation to be kept confidential from the employee, i.e., forms containing medical information, test materials, investigative reports, loyalty and security reports, confidential questionnaires, and employment inquiries.

(2) It is further agreed that where the Civil Service Commission or published agency policy prohibit disclosure of any record, file or document to any employee and/or his/her representative, then such record, file or document may be made available only to those officials of the Employer whose duties require access to such material.

(3) It is further agreed that an authorized person not employed by the Personnel Office may inspect an employee's Official Personnel Folder, provided he/she has a need to know, and is required to sign a record indicating his/her name, organization and date of inspection prior to the actual inspection of the folder. All personnel except those in the Personnel section having custody of the records will be required to record the reason for their inspection. It is further agreed that officials of the Executive Branch of Government who have a need for information in the performance of their official duties shall have access to official personnel folders without restriction.

(4) Records of complaints and charges determined to be unfounded placed in the Official Personnel Folder, will be only those authorized by the Civil Service Commission as a required record or necessary to document employee entitlements to back pay or other benefits. Such complaints and charges will not under any circumstances be considered a factor in connection with any disciplinary action, promotion or the like.

(5) No material prepared as a result of a warning notice or supervisory interview will be kept in the employee's Official Personnel Folder for longer than 18 months.

Section 10. The Employer agrees to train supervisors in accordance with Civil Service Commission requirements.

Section 11. Employees have the right to have working instructions conveyed through established supervisory channels, except in unusual circumstances.

Section 12. Employees have the right to travel, when required, during duty status, except in unusual circumstances when the scheduled event cannot be scheduled or controlled administratively. Employees have the right, when travel is required outside of duty time due to an event which cannot be scheduled or controlled administratively, to overtime or compensatory time, whichever is appropriate. Employees have a right not to travel unless they have valid travel authorizations and an advance, if requested, provided all administrative requirements governing advances have been complied with.

Section 13. The Employer agrees that prior to taking a written or sworn statement from a unit employee or interrogating an employee on a matter about which the Employer already contemplates that disciplinary action under the Civil Service Regulations will be initiated against the employee, the employee will be informed of the purpose of the conference and that he/she may have a representative of his/her choice present. If the employee requests representation, a conference will promptly be arranged with the employee and his/her representative.

Section 14. Employees have the right to any monies due them and to have the support of the employer in securing supplemental checks when required. In the event an employee does not receive the correct amount due him/her on his/her regular pay day, then the Employer will exert a maximum effort to ensure that the employee receives a substitute or supplementary check within 48 hours.

Section 15. The Employer agrees to pay for membership dues in any association when an employee is required to attend a meeting or conference of that association and membership is required for attendance.

Section 16. Employees have the right to work in a safe and healthy work environment. They have the right to decorate their work areas provided such decorations are in good taste and do not deface or destroy the property.

Section 17. It is recognized that all employees are expected to pay promptly all just financial obligations. A just financial obligation is an obligation which the employee acknowledges as not subject to dispute or which has been reduced to a judgement by a court of competent jurisdiction. In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, where the debt is not acknowledged by the employee or reduced to a judgement, the Employer will neither act as an arbitrator nor will the Employer take any action against the employee which is directly or indirectly related to that debt.

Section 18. Employees have the right to either participate or not participate in any voluntary program sponsored by the U. S. Government or this Commission.

Section 19. Employees who so request, have a right to be represented by the Union without discrimination and without regard to Union membership.

ARTICLE IV - RIGHTS OF THE UNION

Section 1. Union Representatives have the right to discharge their duties and responsibilities without restraint, interference, coercion or discrimination from management in the exercise of their right to collective bargaining, handling grievances and appeals, furthering effective labor-management relationships or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit.

Section 2. The Union has the right to be consulted prior to placing Union officers or stewards on special assignment and/or detail away from the area within which they serve, except in emergency situations or when time does not permit. The Employer shall not discriminate against such Union officers or stewards because of the Union's response.

Section 3. Union representatives have the right to be appointed as participating members on upward mobility, outservice, and if established, honor suggestion and incentive awards committees and to other committees related to employee welfare. The Union's representatives will perform the same duties as other members of the committee in accordance with the committee's assigned responsibilities and will have the same voice in committee recommendations as do other duly appointed members.

Section 4. The Union has the right to consultation prior to the issuance of new regulations on matters affecting personnel policies, practices or working conditions. No substantive changes shall be made in any existing regulation concerning personnel policies, practices or working conditions without such consultation with the Union. The Parties shall consult at least five (5) working days before the draft issuance is distributed for comments. If the Union believes consultation was not adequate, a written notice will be provided management immediately, in which case management may extend the consultation period by two days. If the Union still feels consultation was inadequate it may file a grievance. Copies of directives of higher authority which require or authorize amendments or new issuances will be provided to the Union with the draft document.

Section 5. The Union has the right to be notified of changes in laws, rules and regulations of appropriate authority or decisions which may necessitate changes in personnel policies, practices or other matters affecting working conditions. If the change leaves the Employer no discretion in the matter, the Union will be informed of the change. When the laws or regulations leave administrative discretion to the Employer in the implementation of the required changes, the Parties will consult using the procedures established in this Agreement.

Section 6. The Union has the right to receive published copies of Commission rules and regulations such as Administrative Instructions, notices or Commission handbooks. Effective upon this Agreement the Union has a right to receive a copy of pertinent directives from higher authority that relate to personnel policies, practices or working conditions of the Commission.

ARTICLE V - RIGHTS OF THE EMPLOYER

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations, including Executive Order 11491, policies set forth in the Federal Personnel Manual and agency regulations, which may be applicable, and the agreement shall at all times be applied subject to such laws, regulations and policies.

Section 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the Employer shall give due regard and consideration to the obligations imposed by the Agreement and the provisions of Executive Order No. 11491.

Section 3. Management officials of the agency retain the right in accordance with applicable laws, regulations and agreements to maintain the efficiency of Government operations and to take whatever actions may be necessary and proper to carry out the mission of the agency. The Union recognizes that among the management rights of the agency are those spelled out in Section 12b of Executive Order 11491. The exercise of such Management rights shall be subject to appeal and grievance procedures where applicable as prescribed in laws, regulations, and policies, or grievance procedures which may be provided in this Agreement or in supplementary agreements reached between the Employer and the Union.

ARTICLE VI - UNION REPRESENTATION

Section 1. The Employer agrees to recognize a chief steward, a steward for each regional office and one for each 50 permanent positions in the headquarters office who are in the bargaining unit. In the headquarters office, stewards will be assigned to represent employees in designated areas.

Section 2. Stewards designated by the Union are authorized to perform the following duties:

(1) Discuss grievances; (2) prepare and present grievances; (3) attend meetings to discuss grievances; and (4) represent employees in grievance proceedings.

Each steward must clear with his/her supervisor in advance, time to be spent on steward activities. If a supervisor determines that the steward(s)' presence is necessary to meet an agency deadline, the Director, Office of Management, shall notify the Union. The Union may then reassign the case or if the Union determines that the case may not be reassigned to another steward, the case will be held in abeyance until the earliest possible time that the steward can resume handling the case. All deadlines for processing the case will be extended to conform with the schedule based on the steward's availability.

Section 3. Stewards will be allowed reasonable time to perform the duties enumerated in Section 2. Each week, the chief steward shall submit a report to the Director, Office of Management, detailing the amount of time spent by each of the stewards and the matters on which the time was spent, the specified activity undertaken (interviews, letters, etc.), including the identification of the person or persons involved, and the amount of time devoted to each activity. If management determines that a steward(s) has spent more than reasonable time on an activity(s) as specified in this contract, management will consult with the Union in an effort to determine the proper course of action. If no agreement can be reached, management may advise the Union that no additional time will be approved for the steward(s) on that activity(s).

Section 4. The Union agrees to keep the Employer informed at all times of the names of the stewards by reporting their names and offices in writing to the Director, Office of Management. Changes will be reported as they occur.

Section 5. Union stewards and representatives will advise his/her supervisor or his/her designee when he/she is leaving his/her work location or the duties described above; indicate where he/she can be reached by telephone and the length of time they anticipate being away from their work area.

Section 6. When a steward or Union representative enters a work area other than his/her own, he/she will notify the employee's supervisor.

If the steward or representative is not permitted to contact the employee, the supervisor will advise the steward of the reason therefor and the time when the employee will be available.

Section 7. The Employer shall in no way restrain, interfere with, coerce or discriminate against stewards or representatives of the Union provided they comply with time and notice requirements, in the responsible exercise of their right to serve as representatives for the purpose of handling grievances and appeals, consulting with management and acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit. A supervisor has the obligation to alert Union representatives whenever Union activities affect the employee's ability to carry out the mission of the Agency.

Section 8. The Union shall be given the opportunity to be represented at discussions between the Employer and employees or employee representatives concerning grievances. The Union shall also be given consultation privileges on matters pertaining to changes in general working conditions and personnel policies and practices.

Section 9. Upon the effective date of this Agreement, the Local's President, Vice President and Chief Steward will be granted reasonable time with commensurate release from regular duties to be used for consultation with management on matters set forth in Section 2 of this Article or to attend meetings with supervisors and other management officials or to consider and prepare responses to proposed employer directives when the Union has been specifically requested to do so by the Employer.

The President, Vice President and Chief Steward must clear with his/her supervisor in advance, time to be spent on such activities. If a supervisor determines that the President, Vice President or Chief Steward's presence is necessary to meet an Agency deadline, the Director, Office of Management shall notify the Union. The Union may reassign the activity

or, if the Union determines that the activity may not be reassigned to another officer, the activity will be held in abeyance until the earliest possible time that the officer can resume handling the activity. All deadlines for processing the activity will be extended to conform with the schedule based on the officers availability.

Each week, the Union shall submit a report to the Director, Office of Management detailing the amount of time spent by the President, Vice President and Chief Steward on Union activities and the matters on which time was spent, the specific activity undertaken (interviews, letters, meetings with management preparing responses to a specific directive) including the identification of the person or persons involved, and the amount of time devoted to each activity. If management determines that the President, Vice President or Chief Steward has spent more than reasonable time on an activity(s) as specified in this contract, management will consult with the Union in an effort to determine the proper course of action. If no agreement can be reached, management may advise the Union that no additional duty time will be approved for the President, Vice President or Chief Steward on that activity(s).

Section 10. Travel expenses for authorized Union officials consulting and assisting in resolving labor-management disputes will be provided by the employer when the Employer requests such consultation or assistance.

Section 11. The Union may send a representative to new employee orientations. Such representative will be invited to briefly explain Union activities and distribute Union materials, but not solicit members.

Section 12. National representatives and other Union staff members not employed by the Employer may meet with local union representatives to discuss appropriate matters and may participate in meetings by the Union and the Employer. They shall be admitted to offices of the Employer for these purposes provided they are properly identified. The Union will notify the Director, Office of Management, in advance of any such visit when possible. In any case, the Director, Office of Management, will be notified as soon as the national or other Union official not employed by the agency, enters the premises. The President, Vice President, Chief Steward or stewards who participate in such meetings shall be granted reasonable time for such participation only if the meetings meet the requirements enumerated in Sections 9 and 2 of this Article, respectively. All provisions of this Article dealing with reporting of time spent on Union activities and requirements for advance clearance with the supervisor for the President, Vice President, Chief Steward or steward also apply to meetings covered by Section 12.

ARTICLE VII - USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. When space becomes available, the Employer will provide an office and telephone for the Union to provide it a confidential place to discuss complaints and other Union matters. Until an office is provided, the Employer agrees to furnish temporary space as needed. Use of the office and/or temporary space is subject to the following conditions:

(1) The Employer will not be responsible for Union property located within the space provided;

(2) The Union will exercise due safety and security precautions when using such-space. When an office is provided, the door will have a lock and key although the office may be opened for cleaning, safety, and sanitary inspections;

(3) Reassignment or expulsion from office space will not be a retaliatory measure against the Union, but will be for abuse only.

Section 2. Whenever the Union desires to use any Commission facility, it will request such use at least twenty-four hours in advance from the Director, Office of Management. The request should state the purpose and duration of the utilization.

Section 3. The Local President, Vice President and Chief Steward shall be listed in the USCCR telephone directory by Union title, name, room number and telephone extension. Upon acquisition of an office, the office location and telephone number of the Union shall also be listed.

Section 4. A mail box designated for use of the Union for receipt of mail shall be made available in the mailroom.

Section 5. The Union will be provided reasonable bulletin board space. The Union recognizes the intent and purpose of bulletin boards to be tools to keep the membership informed of Union activities as related to provisions of this contract. Bulletin boards will not be used to post items which violate the Hatch Act or items which may cause undue embarrassment to the Agency or create adverse publicity to the Agency.

Section 6. The Employer agrees that it will convey Union requests for use of lobby facilities for legitimate Union business to the building management and will assist the Union in obtaining such facilities.

Section 7. Copies of negotiation agreements and/or supplemental agreements will be distributed to all employees by the Employer. One hundred fifty copies will be given to the Union for its operations. At the time of hiring, the Personnel Office of the Employer will give a copy of the agreement in effect to every new employee in the bargaining unit.

ARTICLE VIII - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate to the fullest extent in providing and assuring equality of employment opportunity for all persons; to prohibit all forms of discrimination due to race, creed, color, sex, national origin, age, physical handicap, or other irrelevant factors of employment in all relationships with employees and applicants for employment, and to seek through a positive and continuing program of affirmative action, with due consideration to existing effects and patterns of discrimination, the full realization of this Article.

Section 2. With a view to utilizing to the fullest extent the skills of employees within the unit, the Parties agree to work cooperatively to implement all programs designed to achieve this end. These shall include, but are not limited to, the programs as enumerated in FPM Chapter 713, USCCR Administrative Instruction 2-3, Executive Order 11478 and any agreements mutually acceptable to both Parties.

Section 3. The Employer agrees to appoint a Director of Equal Employment Opportunity, whose responsibility will be to develop and implement the policy objectives in Section (1) of the Article.

Section 4. Specific goals will be established based on a finding that there is a need for a more representative distribution of employees by sex, race and age in each office. Goals and timetables will be prepared for each office, and the responsibility for carrying out the intent of this plan will reside at headquarters level. These goals shall be developed after consultation with the Union.

Section 5. The Parties agree to review policies of equal employment as they relate to selection, training and promotion. The Employer further agrees to review the implementation of policies to insure equal consideration and participation in the bestowing of awards, merit increases and other forms of recognition, work assignments and details.

Section 6. The first review and consultation shall take place with the Director, EEO, within three (3) months of the signing of this Agreement and each quarter thereafter. An accurate review and analysis report will be prepared for each office and will be reviewed in joint consultation with the Union.

Section 7. Periodic consultations will be held between the Director, EEO, and designated Union representatives.

Section 8. The Parties agree to adhere to the same guidelines that are required by Federal laws in prohibiting dealings with discriminatory employers, institutions, companies and organizations. The Parties agree not to deal with companies, organizations, or institutions which discriminate on the basis of race, national origin, religion or sex. Either party having reason to believe that the other party is dealing with such companies, organizations, or institutions shall inform the other party and may request that the transaction be suspended for five days. Good faith consideration will be given to such requests.

Section 9. The Employer agrees to provide the maximum opportunity for employees to enhance their skills so they may advance in accordance with their abilities. The Employer agrees to advise employees of such programs. In addition to obtaining specific relief for individuals found to have been discriminated against, appropriate corrective action may be taken. Such action may include, but not be limited to, the offender's dismissal, changes in the scope and nature of individual job assignments, transfers, changes in scope of authority and discretion granted to individual employees, determinations as to the fitness of particular employees and the appropriate disciplinary action called for in instances of willful disregard of Commission regulations concerning equal employment opportunity.

ARTICLE IX - CAREER DEVELOPMENT AND TRAINING

Section 1. The Employer recognizes its responsibility to provide training and career development opportunities for employees which will develop their skills, knowledge, and abilities to perform official duties present and future. The Employer agrees, to the extent possible and consistent with the Commission's needs and objectives, to focus a proportionate share of the training resources among all Commission employees. In achieving this objective, the Employer will, upon receipt of the fiscal year training budget, consult and obtain input from the Union.

Section 2. In furtherance of the Agency's Affirmative Action Plan the Employer agrees to consult with the Union to determine how the needs of the Agency's mission can be more effectively carried out by the use of paraprofessionals. Where it is mutually agreed that the Agency's mission can be more effectively carried out by the use of paraprofessionals and where the personnel ceiling can be modified, the Employer will establish paraprofessional positions. These positions will be filled by existing employees on a competitive basis.

Section 3. It shall be a major goal of training and career development to improve in general the job performance of all Commission employees, and in particular, to improve the status of women and minorities in order to fulfill the goals of EEO.

Section 4. It is recognized that career development is a continuing process. In this respect, supervisors should discuss with employees on a continuing basis their career growth plans including on-the-job training (OJT) and/or formal training. This discussion may take place at any time during the year but at least at the yearly performance appraisal discussion. Individual plans shall be formalized based upon the discussion and agreement between the supervisor and the employee.

Section 5. In cases where an individual career plan has been developed, a maximum effort on the part of management will be made to meet any on-the-job training and education plans specified. It shall be the goal of the Employer to provide adequate training for the maintenance of the employee's individual development plans. When appropriate, the employees will be accorded official time off to attend such sessions. Such training will be selected in accordance with the Employer's goal of developing a well-trained work force and keeping in mind the upward mobility interests of the employees.

Section 6. Any training request, regardless of duration or category of employee that is approved, will be paid by the Employer. Particular consideration will be given to employees in lower job classifications.

Section 7. The Employer agrees to take action and develop with local educational institutions or other training sources training opportunities for low and middle grade employees as resources permit. The goal of the effort is to ensure an equitable sharing of the Employer's training resources among all grades of employees and to provide low and middle grade employees training and credentials which will assist them in pursuing career goals and upward mobility within the Federal service.

Section 8. Participation in career development programs will be completely voluntary; however, management has the right to direct job related training for employees in order to meet Commission needs.

Section 9. In regard to training related to career plans, the Personnel Office will be responsible for providing counseling, scheduling training, assisting the supervisor and employee in the development of the individual career plan upon request, and providing easy access to lists and catalogues on local training and educational resources for employees and their supervisors.

Section 10. The Employer and the Union agree that inservice training and development of the employees will improve efficiency and effectiveness in the Commission. To effectuate this policy, the Employer will: (1) carry out annual surveys on inservice training needs; (2) develop, after consultation with the Union, a training program that will include the following subjects and provisions:

(a) Regularly scheduled orientation sessions for new employees at which a Union representative will be present and speak briefly on the purpose and programs of the Union.

(b) Inservice or on-the-job training to improve the employee's capabilities to do their current job.

(c) Consistent with Commission needs, the opportunity for cross-training and rotational assignments will be given to employees by the interchange of positions which are complementary and where the employees, supervisors, and/or office director desire to have such exchanges. In the event that the employee's desires for training or rotational assignments conflict with Commission needs, that training or rotational assignment will be postponed rather than permanently cancelled.

Section 11. The Personnel Office will post pertinent training notices on the bulletin board near the Personnel Office as well as in the Personnel Office. Copies of pertinent training notices will also be provided each regional office and the Union for posting. In addition, the Personnel Office will maintain and have available for employees and supervisors a variety of training announcements, catalogs and notices. Where appropriate the Commission's newsletter will also be used.

Section 12. Upon notification from the trainer or training facility that an employee has been accepted or not accepted, the Personnel Office will advise the employee.

Section 13. In cases where a supervisor has denied a training request, the supervisor will explain the reasons for denial. Any requests that are not approved by the Personnel Office will be returned with a written explanation.

Section 14.

(1) An employee who has completed a training course will be recognized publicly by the Employer and the Union.

(2) The Employer may make use of training agreements with the Civil Service Commission on a case-by-case basis.

(3) Employees are free to discuss training needs and/or opportunities at any time with either their supervisors, Personnel Officer, or Union representative.

(4) When an institution of higher learning provides for accreditation of on-the-job experience, the Employer will submit verification of such experience.

(5) The Employer will furnish to the Union upon request the following:

(a) The annual training plan;

(b) The annual report on training activities which will include data on training expenditures;

(c) The annual surveys on inservice training needs.

Section 15. The Employer agrees it will, to the maximum extent possible, utilize the training and experience of employees.

Section 16. The Equal Opportunity Committee will review the records of any employee who has not been promoted while on the job for three (3) continuous years. Based upon this review the EEO Committee will make recommendations to appropriate Commission officials. The Union recognizes its responsibility to counsel employees who may have reached their maximum potential in the Commission.

Section 17. The Parties agree that training opportunities shall insofar as possible be equitably distributed among the offices of the Employer.

ARTICLE X - MERIT PROMOTION

Section 1. The purpose of this article is to set forth the policies and procedures of the U. S. Commission on Civil Rights in promoting and selecting employees in accordance with the Civil Service Requirements as specified in the Federal Personnel Manual Chapter 335 (Promotion and Internal Placement).

Section 2. This plan includes all Commission employees within the bargaining unit in headquarters and the field who are in permanent career, career conditional or excepted positions.

Section 3. (a) Promotions, placement actions and selections must be made without discrimination as to race, color, religion, sex, national origin, politics, marital status, physical handicap, age, or membership or non-membership in an employee organization or a political party, except where required by statute.

(b) Written tests may not be used as a selection device in considering employees for promotion, transfer, or other placement actions except in these areas where they are specifically required by the Civil Service Commission or in instances where prior approval of the Civil Service Commission has been obtained.

(c) Excessive periods of time must be avoided in making selections when it would appear that this time is used to discourage candidates from applying or to circumvent the selection of well qualified candidates.

Section 4. The Parties agree that under the Merit System the promotion of employees, as well as their initial selection is required to be made on the basis of merit. A sound promotion program is essential to assure that an agency is staffed by the best qualified candidates available and to assure that employees have an opportunity to develop and advance to their full potential according to their capabilities. The Merit Promotion Plan is designed to:

- (1) Bring to the attention of management on a timely basis highly qualified candidates from whom to choose;
- (2) Give employees an opportunity to receive fair and appropriate consideration for higher level jobs;
- (3) Assure the maximum utilization of employees;
- (4) Provide an incentive for employees to improve their performance and develop their skills, knowledge and abilities;
- (5) Provide attractive career opportunities for employees; and
- (6) Assist in meeting the Agency's affirmative action plan.

Section 5. It is important to both Parties that every effort be taken to maintain and improve employee understanding of promotion policies and procedures. In this connection, the Employer agrees to provide to the Union a quarterly listing of all promotions and new hires within the bargaining unit, including the location, title code, grade and name of the individual hired and/or promoted.

Section 6. (a) In staffing positions the initial area of consideration shall be agency-wide. If the initial area of consideration fails to produce at least three qualified candidates the Agency may consider non-USCCR applicants.

(b) Except for those actions listed as exceptions, all vacancies which occur in the Commission will be posted on the official bulletin boards available in the agency. Copies of vacancy announcements will be forwarded to all regional offices and the Executive Staff for posting on office bulletin boards.

(c) Vacancy announcements are to be clearly written, with sufficient information for the employee to understand what the duties of the job are, what qualifications are required, and the title, series, grade and location of the vacancy. The announcement should contain percentage of travel required or whether no travel is required. Each announcement must contain a statement of Equal Employment Opportunity. Announcements shall be posted upon the bulletin boards within the minimum area of consideration for not less than ten working days. An employee who desires to be considered must submit a written memorandum to the personnel office expressing his/her desire to be considered for the vacancy. Any employee who expects to be away from the office for any extended period has the responsibility to notify the Personnel Office if he/she wishes to be considered for any vacancies that may occur during his/her absence.

Section 7. The Personnel Office is responsible for reviewing each applicant's qualifications to determine whether the applicant meets the requirements for the position as prescribed by the U. S. Civil Service Commission. Those candidates who apply but do not meet the CSC qualifications will be so advised. Selective placement factors will be used only when they are essential to successful performance in the position being filled.

Section 8. For all vacancies where there are five or more eligible candidates, a promotion committee will be convened to evaluate and rank the eligible candidates. Promotion committees will be appointed by the Personnel Officer in a way that will maximize participation of employees as committee members. Each eligible candidate will be evaluated and rated as highly qualified or qualified by use of an evaluation and rating plan. Listing within each category will be alphabetical. The Promotion Committee shall be convened as soon as possible after the announcement is closed and shall consist of three employees of grade levels at least equal to the vacancy being filled, and who, where possible, are qualified in the same profession or line of work, or in the most closely related ones available. In addition, where possible, minority group and women employees will serve on all promotion panels. The Committee members must be from organizational elements outside the line of supervision over the vacancy. The Personnel Officer or the designated representative shall serve the Committee as non-voting Personnel Advisor and shall ensure that Committee members receive orientation prior to their assignment to a Committee. This orientation should ensure the degree of technical competence needed for evaluating and ranking eligibles. One or more supervisors from the line of supervision over the vacancy or non-supervisors in positions similar to the vacancy may also be appointed as non-voting Technical Advisory, if a Committee determines that such representation is essential to interpret technical qualifications properly. The Union may send an official observer to the sessions of the Committee for any position in the bargaining unit, but he/she may not participate in the Committee's deliberations. Union observers must be officials of the Union. Time spent as an observer will be excused; however, an observer must clear such time with his/her supervisor in advance of attendance. If a supervisor determines that the Union official's presence is necessary to meet a work deadline, the Director, Office of Management, shall notify the Union. The Union may designate another observer. Time spent as an observer shall be reported as detailed in Article VI, Section 3. The Union will be notified concurrently with Committee members and in no case less than one working day before the panel is convened.

Section 9. The promotion committee will rank the candidates according to abilities and personal attributes necessary for successful performance of the position to be filled. The Committee may contact the supervisor of the vacancy if it deems necessary. In making this evaluation, the Committee shall consider as a minimum the following criteria: total work history; supervisory appraisals of performance; Federal civilian awards; education, training, self-development, and outside activities. Length of service, length of experience, or formal education may be used as an evaluation factor when there is a clear and positive relationship with the requirements of the job to be performed. In any event no more than ten names may be referred to the selecting official. In the ranking of

candidates, a record will be prepared and maintained in the promotion file in sufficient detail to permit a USCCR or CSC reviewer to determine whether an error was made in the evaluation and rating or in determining the final rank order. The ranking sheet will be signed by the Committee members and the Personnel Advisor.

Section 10. The supervisor having the vacancy will consider each candidate referred and make his/her selection. The selecting official may choose from either the qualified or highly qualified group. Where there are highly qualified candidates and the selecting official fails to choose any of them, the selecting official must provide in writing a general statement why he/she selected from the qualified group. The Employer will consider concurrently outside candidates only if a determination has been made that there are not enough qualified USCCR candidates. When an outside candidate is selected, the selecting official must provide in writing a general statement why an outside candidate was considered best qualified. The selecting official on all promotion certificates will provide a written justification for his/her selection.

Section 11. Interviews are optional with the supervisor; however, if the selecting supervisor interviews one candidate, he/she must interview them all, unless the candidate is not available or is from outside the Agency. Upon notification of selection, the Personnel Office will notify those not selected that they were considered but not selected for the position.

Section 12. The matter of post-promotion audit of personnel records shall be subject to re-negotiation pending the decision in Federal Metal Trades Council v. Charleston and Charleston Naval Shipyard, Charleston, South Carolina, F.L.R.C. No. 73A7.

Section 13. Disputes arising out of the interpretation and/or application of the promotion plan shall be processed in accordance with the established grievance procedure.

Section 14. Selected employees normally will be released no later than two to four weeks after selection. Under unusual circumstances the losing and gaining officials may arrange for selected employees to be "detailed" back to their former positions in order to complete their unfinished tasks.

Section 15. Competitive promotion procedures apply (a) to filling a position by transfer or reinstatement to a higher grade position than the candidate's last position; (b) to filling a position with known promotion potential by reassignment, transfer, or reinstatement; (c) to selection of a Federal employee from an appropriate CSC register; (d) to a detail of more than 60 days to a higher grade position or to a position with known promotion potential; (e) to a temporary promotion which will exceed 90 days.

Section 16. The following are the only allowable exceptions to the merit promotion and staffing plan:

- A. (1) Temporary details (NTE 120 days) at the same grade level;
- (2) Repromotion of an employee, who was downgraded through no fault of his/her own, to a grade formerly held.
- B. Career promotions when: Competition was held at an earlier stage, that is, the employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled; the employee's position is reconstituted in a higher grade because of the gradual assumption of additional duties and responsibilities not the result of planned management action.
- C. Career promotion as listed below if the employee was selected from a civil service register or by competitive promotion procedure and the fact that the initial selection could lead to promotion was made known to all potential candidates. (1) Career-ladder position. Employees may be given promotions until reaching the full performance level, provided the employee is one of a group in which all employees are afforded this opportunity. (2) Trainee positions. (3) Positions filled at a grade below the established grade.
- D. Reassignment to another position of the same grade level for which the employee is qualified.
- E. Temporary promotion to a higher grade for 90 days or less.

Section 17. Any violation of the Merit Promotion and Staffing Plan will be rectified promptly. Any employee who is found to have been promoted illegally will be demoted to his/her former position or placed in another position for which qualified. If the latter position is in a higher grade than the position he/she was in before he/she was illegally promoted, the position change must be made under competitive procedures as though the employee were still serving at the grade from which he/she was illegally promoted. An erroneously promoted employee may be retained in the position only if the promotion action can be rectified to conform essentially with all Civil Service Commission and USCCR requirements and the equitable and legal rights of the parties concerned.

ARTICLE XI - POSITION CLASSIFICATION

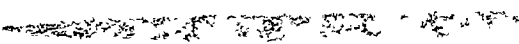
Section 1. Each employee in the unit will be provided with an accurate description of his/her duties and responsibilities in the form of a position description. Position descriptions will be prepared by the Employer and will contain the principal duties, responsibilities and supervisory relationships for the purpose of classification. Where there is an incumbent, the employee will be afforded the right to review and comment. Identical positions within the same organizational unit will be covered by the same position description.

Section 2. Should any employee find inaccuracies in his/her position description or is dissatisfied with the classification, the employee has the right to discuss this problem with the supervisor. The employee may also discuss the matter with a personnel advisor in the Personnel Office. At the employee's request, he/she may be accompanied by a Union representative during this discussion. Following this discussion, if the employee remains dissatisfied with the classification of his/her position, he/she will be advised of his/her classification appeal rights in accordance with applicable CSC regulations and will be provided with copies of these regulations.

Section 3. The Employer agrees that, upon request, but not more frequently than quarterly, a listing consisting of each employee's name, grade, title and organization location will be supplied to the Union. The Union will also be provided with a monthly accessions and separations list.

Section 4. The Employer and the Union agree that the principle of equal pay for substantially equal work will be applied to all position classifications and actions. Therefore, when during a reclassification review or annual survey it is found that an employee is performing higher level duties and responsibilities, action will be taken to assure that the employee is compensated for the highest level work, or to consider whether such duties should be reassigned to other positions already classified at that higher grade level. Should the decision be made to reassign the higher level duties to other established positions, the reasons why must be explained to the employee and the Union, provided such request is made in writing.

The Employer will take the necessary action to assure that duties which are withdrawn from an employee's official position description are not then required of him/her in violation of the position classification regulations.



Should the Employer consider demoting an employee because it has been determined that the position has been erroneously classified at a higher grade level, then it shall notify the Union of the misclassification. The Employer agrees to meet with a designated Union representative to discuss employee concerns prior to the proposed effective date of the demotion.

Section 5. The Employer also agrees that phrases such as "other related duties" or "other duties as assigned" means assignments reasonably related to the employee's position and qualifications. In unusual circumstances or emergencies, duties which may not be reasonably related may have to be assigned and performed. The assignment of these duties on a continual or intermittent basis may be the subject of discussions between the parties or between employees and their supervisors.

Section 6. In cases where the Employer intends to begin a reclassification survey of a unit, the Employer will notify the Union two weeks before such survey begins. After each survey, the affected office, personnel advisor and the manager involved will meet with the designated Union representative to discuss the concerns of the employees in the organization surveyed.

Section 7. The Union may establish a three-member union advisory board to study and make recommendations concerning:

(1) Career ladders and journeyman levels for positions in the Agency;

(2) Agency-wide performance standards for the same classifications of positions throughout the Agency.

ARTICLE XII - PERFORMANCE EVALUATION

Section 1. The primary objectives of any appraisal system based on performance must be, as a minimum, to aid in:

- (1) Improving individual performance;
- (2) Strengthening supervisor-employee relationships;
- (3) Acknowledging employee accomplishments and good work;
- (4) Recognizing job requirements and standards and keeping employees and supervisors aware of them; and
- (5) Making and keeping employees aware of their supervisors' judgements on their work performance.

Section 2. Performance requirements will be established based on the employee's official position description. In the cases of newly assigned employees, the supervisor and the employee will discuss the position description and within thirty days establish performance requirements through mutual understanding. Also, all new supervisors will have the responsibility to meet with those employees under their direction within thirty days to discuss their position descriptions and establish performance requirements through mutual understanding.

Section 3. A supervisor is required to discuss directly with the employee any performance evaluation that he/she makes concerning that employee at the time it is made. Employees shall be rated in accordance with three rating levels--outstanding, satisfactory and unsatisfactory. Supervisors shall not use high, low, medium, or border in any of the three levels.

Section 4. A proposed outstanding rating must be supported by a detailed written statement of the performance requirement and the extent to which the employee surpasses these requirements. Employees receiving outstanding performance appraisals will be eligible for an appropriate Incentive Award.

Section 5. If an employee's performance is considered to be unsatisfactory, the supervisor will discuss the employee's performance with him/her in an effort to resolve the issue informally. An employee may not be rated unsatisfactory until he/she has been given a ninety-day prior warning in writing and a reasonable opportunity to demonstrate satisfactory performance. The warning notice should state:

- (1) What job requirements the employee is failing to meet satisfactorily;
- (2) What the employee must do to bring his or her performance to a satisfactory level in the ninety-day period; and
- (3) What efforts will be made to help the employee improve, including periodic counseling.

When the supervisor discusses the warning notice with the employee, the employee may have a Union representative present.

Section 6. In all cases of performance ratings, the employee will have the opportunity to make written comments on the form which will become part of the Official Personnel Folder. The employee's signature on a satisfactory or unsatisfactory rating will be requested at the time the official rating is presented. The signature in all cases indicates only that the evaluation discussion and review process took place. It does not constitute agreement with the rating or indicate that the employee might not appeal the rating.

Section 7. If the employee's official rating is satisfactory or unsatisfactory and the employee disagrees with that rating, the employee may appeal as outlined in USCCR Administrative Instruction 2-4 and Chapter 430 of the Federal Personnel Manual. The Union shall be consulted prior to the publication or modification of the Commission's performance evaluation plan. Any new plan shall meet the requirements of Federal Personnel Manual, Chapter 430.

ARTICLE XIII - WITHIN GRADE DETERMINATIONS

Section 1. An employee shall be considered to have attained an acceptable level of competence for the purpose of receiving a periodic within-grade salary increase when his/her performance during the waiting period meets the normal performance requirements in the essential elements of the position, and there is a reasonable expectation that this level of performance will continue to be met in the future.

When an employee meets the conditions of eligibility under the law and the regulations, he/she has a vested right to a within grade increase and is entitled as a matter of right to retain such within-grade increase as long as he/she remains in the position in which it is granted; and his/her pay in the position and grade cannot be reduced even for disciplinary reasons.

Denial of a within-grade increase is not to be used as a substitute for disciplinary action. Neither shall an alleged deficiency which is not related to the work required to be performed be the basis for withholding a within-grade increase.

When the employee's work is not of an acceptable level, the within-grade increase shall be denied as provided elsewhere in this Article, until his/her performance has improved to the point that the increase may be granted. Extreme care shall be continuously exercised by supervisors to ascertain and attempt to informally resolve the substantial underlying causes resulting in an employee's failure to meet the requirements for a within-grade increase, and to assist the employee to the maximum extent possible in improving his/her performance.

Where an employee has been assigned to his/her present supervisor for less than ninety days, or if the certifying official feels that he/she has not had sufficient time as the employee's supervisor to adequately assess the employee's performance, the certifying official should secure the views of the employee's prior supervisor before making a determination.

The Employer is responsible for determining what constitutes an acceptable level of competence and for determining which employees are performing at an acceptable level of competence. Standards for an acceptable level of competence shall be established at the time the supervisor and/or the certifying official and the employee reach a mutual understanding of performance requirements as stipulated in Section 2 of Article XII entitled Performance Evaluation.

Section 2. When a supervisor's evaluation leads to a conclusion that an employee's work is not of an acceptable level of competence, the supervisor shall first advise the employee of his/her right to have a Union representative present at any discussion of the matter. The employee shall be entitled to use a reasonable amount of official time for such discussion, and his/her Union representative shall be allowed official time as provided by Section 3 of Article VI in this Agreement.

The supervisor shall provide the following to the employee both orally and in writing at least ninety days before the employee is eligible for a within-grade increase:

(1) An explanation of each principal duty and specific aspects of performance thereof in which the employee's services fall below an acceptable level of competence, and how this renders his/her performance on the job as a whole below an acceptable level.

(2) A statement of the acceptable level of performance expected of the employee on each of these principal duties.

(3) Advice as to what the employee must do to bring his/her performance up to an acceptable level.

(4) A statement that his/her performance will not be evaluated as being at an acceptable level unless his/her performance improves to an acceptable level.

(5) A statement that he/she has a period of ninety days in which to bring his/her performance up to an acceptable level.

The supervisor shall periodically, and not less than thirty days prior to the expiration of the waiting period, discuss with the employee and his/her representative the employee's progress to that time and make any recommendations he/she may have. A copy of the summary of the discussion shall be given to the employee.

Section 3. If, at the end of the waiting period, the employee's performance has not improved to the point where the within-grade increase may be granted, the supervisor shall give the employee a notice in writing denying the increase. This notice must:

(1) Give specific information why the increase is being denied, and the reasons why his/her work failed to attain an acceptable level.

(2) Inform the employee that he/she may request an administrative reconsideration of the denial from his/her second line supervisor provided such request is submitted in writing within fifteen days after receipt of the notice. The Employer shall maintain a written file of the reconsideration in accordance with Chapter 531 of the Federal Personnel Manual.

The Agency shall extend this time limit when it finds that the employee was not notified of the time limit and was not otherwise aware of it, or when he/she was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit.

The Agency, in processing the reconsideration, shall ensure that:

(1) A prompt decision is made in writing by a higher level official in the organization, where that exists, that took no part, formally or informally, in the original decision;

(2) The employee has a right to a representative of his/her own choosing, including a Union representative, in presenting his/her request;

(3) The employee has the opportunity to contest, personally and in writing, the basis for the negative determination;

(4) The employee and his/her representative shall be free from restraint, interference, coercion, discrimination, or reprisal in connection with the presentation of the request;

(5) The employee shall have a reasonable amount of official time to present the request, and his/her Union representative shall be allowed official time as provided by Section 3 of Article VI in this Agreement.

Section 4. When a reconsideration results in a finding favorable to the employee, the within-grade increase shall be effective as of the date it would have been made had the initial determination been favorable.

When a reconsideration sustains the original unfavorable decision, the employee may appeal the reconsideration to the Board of Appeals and Review of the U. S. Civil Service Commission, as provided in Chapter 531 of the Federal Personnel Manual.

If the appeal sustains the original unfavorable decision, or if the employee did not appeal the reconsideration, a new determination shall be made as soon as the supervisor is satisfied that the employee has

attained an acceptable level of competence, but no later than thirteen weeks from the date of the unfavorable determination. Such new determination which is favorable to the employee shall be effective the first day of the pay period following the new determination. An unfavorable new determination may be reconsidered and appealed in the same manner as the initial unfavorable determination.

Section 5. Normally, a satisfactory performance rating connotes an acceptable level of competence for the purpose of granting a within-grade increase unless the employee is told at the time of the satisfactory rating that his/her performance may not constitute an acceptable level of competence, or unless the supervisor can demonstrate that an employee's performance has deteriorated below the satisfactory level according to the criteria spelled out in Section 2 of this Article, ninety days before the waiting period is completed.

Section 6. The Employer shall establish a plan for granting additional step increases in recognition of high quality performance in accordance with Executive Order 11073. Such plan shall be developed in consultation with the Union, and the Employer shall notify the Union and the employees, at least annually, of the number of quality increases granted in the Agency.

Section 7. Quality increases are designed to recognize and to reward on a continuing basis employees at all levels who display continuing high quality performance. While high quality performance is atypical in the sense that it exceeds performance ordinarily found in the type of position concerned, it does not represent such perfection as to be impossible of attainment by a well-qualified employee.

To warrant a quality increase, performance must be sustained at the high level for a reasonable period, generally three months, and must give promise of continuing at the high level.

Quality increases are in addition to regular within-grade increases and are not considered to be equivalent increases in pay. An employee who receives a quality increase does not thereby start a new waiting period to meet the time requirements for a regular within-grade increase.

ARTICLE XIV - REASSIGNMENT

Section 1. It is agreed that the reassignment of employees in the Commission may be necessary to further the mission of the Commission. Reassignment may be made by the Commission to assure the better utilization of employee skills or abilities; make the best use of current staff; provide employees with opportunities to broaden their qualifications and experiences in the work performed by the Commission; resolve work-related problems for which no other solution can be found; and comply with employee requests for personal or other reasons acceptable to the Commission.

Section 2. Reassignments which are primarily intended to offer special training or experience for advancement, career development or promotion, or for putting an employee in line for promotion to a particular job or class of job will be made in accordance with the provisions of this agreement.

Section 3. When an employee is reassigned to a different position the employee will be given a reasonable training period in which to become proficient. If he or she cannot reach satisfactory proficiency, every reasonable effort will be made to make a new assignment at the same grade level.

Section 4. When a reassignment is required, the Employer will notify the employee in writing of the details of the new assignment at least 15 days in advance of the reassignment when practicable. Any reassignment involving a reduction in rank will be processed in accordance with the Federal Personnel Manual. Any employee who feels a hardship will be caused by the reassignment shall request and be granted a prompt meeting with his/her supervisor who will give fair consideration to the employee's concerns.

Section 5. The Employer agrees to make every reasonable effort to minimize the impact of the introduction of new equipment, processes and workload changes, including, whenever possible, retraining of employees adversely affected. The Employer further agrees, consistent with the mission requirement, to plan for the maximum retraining of employees so affected and to undertake retraining in order to place employees in lines of work where their skills and services can be utilized.

Section 6. In order to implement the above section, the Employer will meet with the Union and engage in good faith consultation on formalized training and retraining of employees in the development of new skills required by introduction of significantly new processes and workload changes. An employee has the right to accept a reassignment under protest and to grieve such reassignment under the negotiated grievance procedure.

ARTICLE XV - DETAIL

Section 1. It is agreed that the detail of employees in the Commission may be necessary to further the mission of the Commission. Details may be made by the Commission to assure the better utilization of employee skills or abilities; make the best use of current staff; provide employees with opportunities to broaden their qualifications and experiences in the work performed by the Commission; resolve work-related problems for which no other solution can be found; and comply with employee requests for personal or other reasons acceptable to the Commission.

Section 2. Details which are primarily intended to offer special training or experience for advancement, career development or promotion, or for putting an employee in line for promotion to a particular job or class of job will be made in accordance with the provisions of this agreement.

Section 3. Details to positions or work assignments requiring a different skill will be based on a bona fide need and will be in accordance with the spirit and intent of Civil Service laws and regulations.

Section 4. Details are intended only for meeting temporary needs of the agency's work program when necessary services cannot be obtained by other desirable or practicable means. The Employer is responsible for keeping details within the shortest practicable time limits and assuring that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Except for brief periods, employees should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally the employee should be given a temporary promotion instead. If a detail of more than 60 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures. Should the requirements of the agency necessitate an employee's being detailed to a lower-level position, this will in no way adversely affect the employee's salary, classification or job standing.

Section 5. Any employee detailed to another position for 30 days or more shall be given a job description or functional statement 15 days in advance of the effective date of the detail. A full explanation of the applicable travel and per diem allowances for the employee on detail shall also be provided. Details in excess of 30 days will be reported on Standard Form 52, "Request for Personnel Action," and maintained as a permanent record in the Official Personnel Folders.

Section 6. Employees who are dissatisfied concerning a loan or detail may discuss their dissatisfaction with their supervisor and/or Union representative. If they are not satisfied by these discussions, they may file grievances under the negotiated grievance procedures.

ARTICLE XVI - REDUCTION-IN-FORCE

Section 1. The Employer has a reduction in force (RIF) when it releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights requires the Employer to release the employee.

Section 2. To minimize adverse effects upon employees in a RIF situation, it is the policy of the Employer to accomplish to the maximum extent possible any RIF through attrition.

Section 3. The Employer will provide complete information needed by employees to fully understand the reduction and why they are affected. Specifically, the Employer shall:

(1) When time permits, fully inform employees 90 days in advance of planned reductions in the work force necessitating the use of RIF procedures;

(2) Inform all affected employees of the extent of the affected competitive area, the regulations governing RIF and the kinds of assistance provided for affected employees;

(3) Provide equitable treatment for all employees and give every consideration to retaining career employees consistent with RIF, legal and regulatory requirements;

(4) Give affected employees maximum assistance in obtaining other employment.

Section 4. Prior to official notification of employees, the Union will be informed of any pending RIF at the earliest possible date. This notice, in writing, will include the reasons for the RIF, the number and types of positions affected, the approximate date of the action and an invitation to the Union to attend any meeting conducted by the Employer to explain the RIF procedure and answer any questions.

Section 5. The Employer will give the affected employee a notice that states specifically what action the Employer intends to take, the effective date of that action, the employee's service computation date, tenure group and subgroup. This notice shall describe the employee's competitive area and competitive level, tell him/her where he/she can inspect regulations and records pertinent to his/her case and tell him/her if and why any lower ranking employee is retained and that his/her name will be placed on the reemployment priority list. Rights of appeal to the Civil Service Commission, time limit on such appeals and address for appeals will also be in the notice. An extra copy of this notice will be given the employee at Commission expense should he/she desire to have the Union represent him/her and the employee shall be so advised.

Section 6. An employee will be given seven (7) calendar days in which to accept or reject any reassignment offer made in accordance with his/her rights under regulations.

Section 7. If an employee who has been affected by RIF cannot be placed at his/her current grade level in another position that is vacant and for which he/she is qualified, he/she is then considered for other positions for which he/she is qualified and are held by employees who have lower retention standing.

Section 8. If an employee is proposed for separation or assignment to a lower grade level, he/she and/or his/her representative shall have the right to review all records pertaining to his/her action. This includes the retention register for his/her competitive level and those for other positions for which he/she believes he/she is qualified, down to and including those in the same or equivalent grade as the position "offered" by the Employer. If separation occurs, this includes all positions equal to or below the grade level of his/her current position.

Section 9. An employee may submit an appeal to the Civil Service Commission, if, after consultation with the Personnel Office, he/she believes that Civil Service Commission regulations have not been followed. The appeal may be submitted any time after he/she receives a notice of specific action, but not more than 15 calendar days after the effective date of the action.

Section 10. In the event that a RIF occurs, the Employer shall:

(1) Place affected employees in vacant positions for which they qualify;

(2) Establish and maintain a reemployment priority list for career or career-conditional employees separated by RIF, in accordance with CSC and USCCR regulations. The employee will be notified of his/her placement on the reemployment priority list. If the Employer elects to fill a competitive position for which an employee on this list qualified, the employee will be offered that position unless the position is filled by a new appointment of a ten-point preference eligible (e.g. 10 point veteran status) or the reinstatement of an individual who is a preference eligible (e.g. 5 point veteran status) or by internal placement actions through reassignment, demotion or promotion of a current USCCR employee;

(3) Assist affected employees to seek employment opportunities with other Federal agencies or elsewhere in the community.

Section 11. In a RIF, the Employer will counsel employees for whom no positions are located, on the basis of information obtained from the local state employment security agency or other sources on any benefits that may be available to them. The Employer will discuss with the Union the condition of the community's job market for those skills affected by the RIF action and the availability of training and/or benefits.

Section 12. The Employer will explain to every eligible employee affected by RIF the programs for early retirement, including discontinued service annuity.

ARTICLE XVII - TRANSFER OF FUNCTION AND OUTSIDE WORK

Section 1. A transfer of function is defined as the transfer of the performance of a continuing function:

(1) From one competitive area to one or more competitive areas, such as a transfer of function from the USCCR to another Federal agency in the same geographic area;

(2) Or the movement of the competitive area in which the function is performed to another commuting area, such as the transfer of an office from one geographic area to another.

Section 2. The Employer will:

(1) Fully inform employees as soon as possible in advance of plans for the transfer of functions and of the governing regulations;

(2) Notify the employee in writing of the proposed action, when possible, at least 90 days prior to the proposed transfer, but in no event less than 30 days, so that the employee will be able to consider the action and give a reasonable answer;

(3) Endeavor to place affected employees who do not wish to transfer in vacant positions for which they qualify;

(4) Assist and counsel affected employees in seeking placement opportunities with other Federal agencies or elsewhere in the community;

(5) Counsel employees on individual rights relating to such matters as retirement and severance pay;

(6) Place the name of each affected employee who wishes to be on a list for consideration for those vacancies for which the employee is qualified so that priority consideration will be given in the appointment process.

Section 3. The Employer will meet with the Union to discuss transfer of function, either by the Employer or any other government entity, when such transfer of function has been determined to any degree of certainty. In a transfer of function occurring between the Employer and another Federal agency, the Employer will advise the gaining agency of the existence of this Agreement.

Section 4. At the time the Employer solicits bids or cost estimates the Employer shall give the Union advance notice of its intention to contract for work which may cause a personnel action adversely affecting any employee's pay, continuity of employment or status. Such advance notice will provide a full explanation of the reasons for contracting out and will afford the Union an opportunity to make its comments concerning such methods of procuring services. The comments will be given careful consideration by the Employer, and the Union will be notified of the Employer's final decision in writing.

ARTICLE XVIII - REORGANIZATION

Section 1. Reorganization is defined as the planned elimination, addition or redistribution of functions or duties in an organization.

Section 2. The Employer shall notify the Union at the earliest possible date in advance of any reorganizations not included in the annual budget and staffing plan and give the Union 30 days for input.

Section 3. The Employer agrees to the extent possible, consistent with its ultimate right to direct the work force, to consult with and seek and consider individual employee's views in group and/or individual meetings in the advance stages of planning for the implementation of any reorganization or any relocations. The Employer agrees to furnish the Union with all proposed changes in the organizational structure as it is sent forward to the Federal Register for publishing. The Employer will give full consideration to the Union's recommendation.

ARTICLE XIX - CONSULTANTS AND EXPERTS

Section 1. The Employer acknowledges its responsibility to adhere to regulations in the FPM regarding the use of experts and consultants.

Section 2. Consultants or experts shall not be employed to do work which can be done as well by regular employees in the unit, to do full-time continuous work, to avoid the competitive merit promotion procedures established in Article X of this Agreement, or to avoid General Schedule pay limits applicable to employees in the unit.

Section 3. Where there is a bona fide need for expertise which the Commission staff does not have, consultants and/or experts can be used to give expert advice and opinions, but not to direct Commission projects. They may also write reports, sections of reports, or pamphlets when it can be demonstrated that the Commission staff lacks the time or expertise.

Section 4. Contracts with firms, institutions, or persons shall not be used for the purpose of reducing employment in the unit when such employment would be the more efficient and effective method of accomplishing the desired work. The restrictions limiting the use of consultants and experts shall be observed in general as guidelines limiting such contracting.

Section 5. The Employer will provide to the Union during April of each year, a list of experts and consultants who are occupying positions in the Commission.

ARTICLE XX - TIME AND LEAVE

Section 1. (1) Time spent performing official business in excess of eight hours a day or forty hours a week shall be considered overtime when officially ordered or approved for employees exempt from the FLSA. An employee covered under the FLSA shall be considered to be in an overtime status when he/she performs work prior to or after the established shift hours or during the prescribed lunch period for the benefit of the Employer, whether requested or not, and the Employer knows of or has reason to believe it is being performed.

(2) Where time spent by an employee is overtime, the following will apply:

(a) An employee receiving salary not in excess of the top step of GS-10 will receive overtime pay or at his/her option, compensatory time.

(b) All employees whose rate of basic compensation exceeds the maximum rate of grade GS-10 of the Classification Act of 1949, as amended, shall be compensated for the overtime work either by compensatory leave or overtime pay at the option of the Employer.

Section 2. Whenever workloads and priorities require scheduling of overtime, the officially ordered and approved overtime shall be assigned to qualified employees on an equitable basis with full consideration of Employer and employee needs and desires. Assignment of overtime work to employees shall not be made either as a reward or as a penalty. Any procedure to be followed in scheduling overtime will include Union consultation and input prior to implementation.

Section 3. An employee officially ordered or who has approval to work overtime sixty minutes or more beyond his/her duty hours and who must travel between the office and home during hours of darkness or on infrequently scheduled public transportation will be reimbursed for taxicab fares.

Section 4. It is agreed that annual leave is a benefit and not a privilege and consistent with the needs of the Employer accrued annual leave which is requested in advance will be approved. If the leave is for less than three days, the approval need not be in writing unless it falls in two separate pay periods. It is the responsibility of the supervisor and employees to consult in order that the supervisor may schedule leave fairly and equitably and that annual leave will not be forfeited. Except when such a practice would unduly interfere with the

work of the Employer, supervisors will schedule workloads so that each employee may take a vacation on any two consecutive weeks in a year. Every reasonable attempt consistent with the needs of the office and equity to other employees will be made to satisfy the desires of employees with respect to vacations for more than two consecutive weeks. In the event of a conflict in scheduling annual leave among employees, first consideration will be given to work priorities, and second to employees' Commission seniority. The leave schedule will not be changed by the Employer except in extraordinary situations and after the employee has been consulted and informed in writing, if requested by the employee, of the urgent reasons for the change. Every effort will be made to accommodate employees who desire leave during holiday seasons and on religious and other holidays and those who must attend family emergencies.

Section 5. (1) Employees normally shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) days of continuous duration. It is recognized that certain employees have personal illnesses which may require more than three days sick leave, but not under a doctor's care. Such employees should advise their supervisors and provide medical certification. Thereafter, they may submit their personal documentation for no more than five consecutive days of sick leave. Unless the employee abuses sick leave, this documentation shall be adequate. Any other illnesses beyond three days will require a doctor's certification.

(2) In individual cases, if the Employer believes the employee may be abusing sick leave privileges, the employee shall first be advised of the reasons a medical certificate may be required for each subsequent absence on sick leave. If a medical certificate will be required for all absences on sick leave, he/she will be advised in writing that all future requests for sick leave must be supported by an acceptable medical certificate. Cases requiring an acceptable medical certificate for each sick leave absence shall be reviewed by the next higher level of supervision for the purpose of determining whether such requirement can be eliminated. Such review shall take place at the end of six months from date of issue of official notice requiring an acceptable medical certificate. When it has been determined that the restriction is no longer necessary, the employee shall be notified in writing and the previous notice and all medical certificates on file shall be removed from the records.

(3) Employees who, because of illness, are released from duty on advice of the appropriate health unit shall not be required to furnish a medical certificate to substantiate sick leave for the time released from duty.

(4) In cases of serious disability or ailments, normally employees will be advanced sick leave not in excess of thirty days, provided they are expected to return to duty.

Section 6. (1) A female employee may be absent on leave up to 180 consecutive days for maternity reasons. She may choose how and in what order such absence will be recorded - sick leave, annual leave or leave without pay - to the extent that she has available annual and sick leave time. Any absence in excess of available annual or sick leave time will be recorded and treated as leave without pay.

(2) The female employee may also choose when these 180 days of absence will begin. On the employee's request and personal certificate, absence will be charged to sick leave time to the extent available. However, if her absence begins more than 42 calendar days before delivery day and she wants to charge the early portion of the absence to sick leave time, that portion of the absence preceding the 42nd calendar day before delivery must be supported by a medical certificate. Likewise, if her absence continues beyond the 56th calendar day after delivery, that portion of the absence following the 56th calendar day must be supported by a medical certificate if it is to be charged to sick leave time.

(3) A male employee may request annual leave or leave without pay up to 30 consecutive days for purposes of aiding, assisting or caring for the mother of his children or minor children while the mother is incapacitated for maternity reasons. This period of leave shall not begin more than 30 days prior to the delivery date nor extend more than 30 days beyond the delivery date.

Section 7. Leave records are of a personal nature and will not be publicized by the Employer by posting or distribution. Annual or sick leave balances will not, of themselves, be a factor for promotion or discipline.

Section 8. Annual and sick leave, including emergency annual and sick leave, will be authorized by the immediate supervisor or an employee authorized to act in the absence of the immediate supervisor. There shall be at all times someone authorized to approve leave. Refusal of leave by the supervisor is appealable to the next higher ranking supervisor and the reasons for refusal will be given to the employee upon request.

Section 9. The Employer agrees, through proper scheduling and administrative planning, to prevent the abuse of an employee's time by requiring him/her to travel without pay during his/her non-duty time. If no amount of planning or scheduling will prevent such a situation, the employee will be compensated in accordance with existing regulations.

Section 10. When it has been determined by the Employer that it is impossible, not merely difficult, for individual employees to get to work under hazardous weather or other emergency conditions set forth in appropriate Civil Service Commission Regulations, the Employer will excuse them without charge to leave, or initiate a liberal leave policy for the emergency.

Section 11. Excused leave to register and/or vote will be granted in accordance with applicable rules and regulations.

Section 12. Consistent with Civil Service rules and regulations, employees will be granted necessary time off without charge to leave or loss of pay for jury duty or for appearing in court as a witness in an official capacity or in a nonofficial capacity as a witness on behalf of the United States.

Section 13. Infrequent tardiness of less than one hour may be excused if the reasons given are acceptable. If the decision is made to charge the tardiness to leave and the actual period of absence is less than one hour, the employee shall not be required to work the additional period covered by the leave charged. Supervisors shall apply these rules in the most flexible manner to encourage good working conditions for both the Employer and the employees.

Section 14. Requests for approval of annual or sick leave in an emergency may be approved by the employee's immediate supervisor or other designated official. Such requests shall be called in within the first hour after the beginning of the workday or as soon as possible thereafter. The Employer will have someone available during the first hour of shift who has the authority to grant requests for leave.

Section 15. The Parties agree that the normal work hours will prevail. However, the Employer agrees to give consideration to requests from individual employees with personal or family hardships, with physical or mental disabilities, or working parents, to rearrange their hours of duty. The Employer will strive to accommodate such requests with due concern for the needs of the employee, the needs of the Employer, as well as with equity to other employees.

Section 16. The Employer agrees to a liberal annual leave policy for all employees who may wish to celebrate Dr. Martin Luther King, Jr's birthday.

Section 17. The Employer will grant excused leave for Union officials to receive information, briefing or orientation related to matters of agreed mutual concern to the Employer and to the Union, within guidelines established by law or regulation.

ARTICLE XXI - HEALTH, SAFETY AND ALCOHOLISM

Section 1. The Employer recognizes the importance of health and safety and thereby agrees to do the following:

(a) Provide first aid kits in appropriate sites on each floor within the USCCR premises and provide training for designated employees to administer first aid. Within sixty days after the effective date of this Agreement, all USCCR employees shall be informed of the location of first aid kits and the names of employees in their installations qualified to administer first aid. The Union will suggest the names of volunteers from the bargaining unit to serve as "employees designated to administer first aid". The Personnel Officer will select an appropriate number of volunteers after obtaining the concurrence of the office directors concerning personnel from their offices.

(b) Provide employees with a safe and healthful work environment; available conference rooms; fire and disaster plans; furniture, equipment and supplies; adequate and sanitary restrooms and toilet facilities; and temperature level as required by guidelines of the General Services Administration.

Section 2. The Employer will not require an employee to perform hazardous duties without first receiving proper training concerning the hazard, the proper work methods and the protective measures and equipment to be used. An employee who has reason to believe his/her personal safety may be in jeopardy because of an industrial or social dispute or civil disorder in the area of his/her assignment shall contact his/her supervisor for advice and guidance as soon as practicable after removing himself/herself from the area of danger. If the supervisor has prior knowledge of civil disorders which affect employees within his/her area of responsibility, he/she shall advise the involved subordinates as to what action they should take.

Section 3. If an employee is required to work after hours overtime--in excess of sixty minutes--the Employer will make satisfactory arrangements including staying with the employee, as well as assisting in finding transportation home, including reimbursements for taxi fares.

Section 4. Should an employee become disabled by a job-related injury or illness and he/she is unable to perform his/her duties, the employer upon the employee's request, shall make a diligent effort to reassign the employee to a position of equal pay where his/her injury or illness will not interfere with his/her duties. If the disability is temporary and is expected to continue for less than 120 days the employee will be detailed to another position which he/she is able to perform.

Section 5. The Employer agrees that prior to placing orders for new equipment, the manufacturer will be required to submit data showing the environmental effects, where applicable, on employees.

Section 6. The Union will be furnished with copies of all Commission reports furnished to the Department of Labor under terms of the Occupational Safety and Health Act of 1970.

Section 7. In order to assure the effective implementation of the Commission policy on alcoholism as specified in Administrative Instruction 2-8, the Employer agrees to provide and train a staff person who will serve as Program Coordinator of the Troubled Employee Program.

Section 8. The Employer will participate in the Federal Employee Occupational Health Program and will provide access to health units for all employees where possible. The following services will be provided at no expense to the employee subject to quota limiting the Commission's participation:

(1) Immunizations against influenza, polio, smallpox and tetanus and any others made available by the Public Health Unit;

(2) Comprehensive physical examinations will be made available to employees who wish to participate in the program with priority being given to older employees;

(3) Visual screening and eye examination;

(4) Hearing examination and participation in a comprehensive hearing conservation program;

(5) Comprehensive health information programs and screening programs of the Public Health Service and programs of national health agencies;

(6) Emergency service insofar as possible during all work hours; the employer agrees to make every effort to arrange transportation, if required, for an employee incapacitated due to illness or accident on the job.

Section 9. The Employer agrees to provide bicycle racks at the headquarters building sufficient to meet employee needs in approved areas. Should circumstances later permit, bicycle racks with protection from inclement weather will be provided. The Employer also agrees to exert every effort to increase the security of the racks including closer surveillance of the area by security guards. In the regional offices, where three (3) or more employees express an intent to use bicycle racks, the Employer will explore the feasibility of providing them.

Section 10. The Employer will provide restroom facilities appropriate for the needs of disable employees.

Section 11. The Union will be consulted concerning moves or alterations involving an operational unit of five people or more. The Employer shall inform the Union of such moves fourteen days before they are to occur.

Section 12. Employee Compensation.

(1) When an employee is injured in the performance of his/her duty, the employee will be promptly counseled as to his/her right to file for compensation benefits. He/she shall also be advised as soon as possible that compensation benefits can be used in lieu of sick or annual leave.

(2) An employee may elect to be placed on sick or annual leave instead of leave without pay to claim compensation. Leave without pay must be substituted for sick or annual leave upon approval of a claim before compensation is paid. The Parties recognize that the Federal Bureau of Employee Compensation approves or disapproves compensation claims and the amount to be paid. Employees making claims will be advised in writing of the probable amount of the compensation payment and will be given an opportunity to elect a combination of sick leave or annual leave or leave without pay to minimize the amount to be repaid if the claim is approved.

Section 13. Medical Transfers. The Parties agree that an employee making a written request for reassignment for health reasons will be afforded prompt consideration of his/her request.

ARTICLE XXII - STANDING COMMITTEE ON EMPLOYEE WELFARE

Section 1. There shall be a joint labor-management committee which shall be composed of two representatives from management and two representatives from the Union. The representatives will be appointed to serve at the pleasure of their respective principals.

Section 2. The committee, which shall meet quarterly at a time and place agreed upon by the representatives, may consult with the Personnel Officer, the safety officer, and the Troubled Employee coordinator for the purpose of obtaining information and giving suggestions or advisory opinions regarding the following:

(1) Health and safety programs for employees which will consist of, but is not limited to, training for emergency evacuation of the buildings, training in first aid and the use of fire extinguishers for an appropriate number of employees on each floor;

(2) Measures for the elimination or control of conditions hazardous to the health and safety of the employees, especially handicapped employees;

(3) Measures to alleviate employees transportation problems such as promoting car pools and obtaining discount parking;

(4) Possibilities of securing a cafeteria and/or other food services, for those areas where no cafeteria exists, which serves good quality reasonably priced food;

(5) Measures necessary or desirable to assure the continued efficiency and effectiveness of the Troubled Employee Program.

(6) Possibilities of developing free or other daycare services for lower grade employees who are the sole providers for their household.

(7) The possibility and feasibility of obtaining exercise facilities, at no cost to the employees, where employees may develop and maintain their physical condition.

Section 3. The committee shall submit its suggestions and opinions, by memorandum, to the Director of Management and/or the appropriate program officer (i.e., safety officer, Troubled Employee coordinator, etc.). Dissenting opinions should also be included but identified as dissenting opinions.

ARTICLE XXIII - EXPERIMENTAL PROGRAM FOR TRIAL RETIREMENT

Section 1. The Employer agrees with the Union to establish an experimental trial retirement program encompassing the following principles:

(1) For a period of 24 months beginning the first day of the second month following the signing of this Agreement, a trial retirement program will be established in the Commission. After the 24th month, the experimental program will automatically terminate unless agreement is reached to continue. From the 22nd to the 24th month, the experiment will be analyzed to determine by the Employer and the Union whether the program should be continued on a permanent basis.

(2) The program will be open to all employees who are eligible for optional retirement, but who are not yet within two years of mandatory retirement age.

(3) To exercise the reemployment option, the participant shall notify the Director of Personnel in writing of his/her decision to return to work. Such notice shall be given at least nine months but not more than eleven months after official retirement begins. Retirees who participate in the plan shall be eligible for reemployment in the Commission as reemployed annuitants, beginning on a date specified by the Employer ordinarily during the four week period which begins 52 weeks after retirement officially begins.

(4) Reemployment shall be as a reemployed annuitant in a position comparable to the position last held. The reemployed annuitant's salary will be established consistent with existing pay regulations.

Section 2. Where possible, reemployment shall be in the unit from which the participant retired.

ARTICLE XXIV - GRIEVANCES

Section 1. Purpose - It is recognized that complaints and grievances may arise between the Parties or between the Employer and any one or more employees concerning the application or interpretation of the provisions contained in this Agreement.

The Parties earnestly desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the USCCR may be maintained and the morale of employees not be impaired. Every effort will be made by the Parties to settle grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely reflect on his/her standing with or his/her loyalty to the Employer.

Section 2. Definitions - For the purpose of this Agreement, a Grievance is defined as a request for relief in a matter of concern arising over the interpretation or application of this Agreement. A grievance must be initiated by employee(s) covered by this Agreement and/or their Union representatives. This shall be the exclusive procedure available to the Parties and employees in the unit for resolving grievances over interpretation or application of this Agreement. The Union shall be the only employee representative who may use this procedure unless another representative is approved in writing by the Union.

Section 3. Both Parties support the concept of an employee's normally selecting the steward assigned to his/her area. It is understood, however, that unusual circumstances may exist in which case the employee shall have the right to select another Union steward or other representative. When a matter has been reduced to writing in the grievance procedure, the Union may elect to substitute the Chief Steward or President for the steward. In such cases, the Union will notify the Employer of this change. Another Union representative may monitor grievance meetings. It is the intent of both Parties to keep the number of participants in these meetings at a minimum. An employee covered by this Agreement may present a grievance directly to the Employer without representation as long as the adjustment is not inconsistent with the terms of the Agreement and a Union steward or other Union representative has been given the opportunity to be present at the adjustment.

Section 4.

(1) The procedure in this Article shall be available to all employees in the bargaining unit except that those employees on temporary limited appointment of less than one (1) year and those who have not completed probation may submit a grievance as to working conditions, and as to separations, only where it is alleged and evidence is presented that:

(a) The separation was motivated by personal prejudice including but not limited to lifestyle or mode of dress, or

(b) The separation was not otherwise in accord with merit system principles, or

(c) In the case of a probationer, he/she was not given a reasonable and fair opportunity to make good.

(2) Resort to this grievance procedure shall stay the separation of a probationer if the grievance procedure is invoked five (5) days after receipt of intent to separate and the grievance procedure shall start at Step 3 of the procedure as set forth in this Article.

(3) Such stay of the separation of a probationary employee shall not in any case be counted as service time towards the completion of that probationary employee's one year of satisfactory performance.

(4) In the event the probationary employee's review of separation results in a decision favorable to the probationary employee, he/she shall be credited with the time served during the stay in computing one year of satisfactory service.

(5) In the event of a decision to sustain the separation of the probationary employee, such separation shall be effective as of the date of the final decision.

Section 5.

(1) This grievance procedure is not applicable to other matters, including matters for which statutory appeals procedures exist, and matters described in Paragraph (2) of the subsection.

(2) This Article does not apply to:

(a) A matter which is subject to final administrative review outside the agency under law or the regulations of the Civil Service Commission, including but not limited to, the following:

| ACTIONS OR DECISIONS | FOR AVAILABLE PROCEDURE SEE |
|--------------------------------|-------------------------------|
| Performance Ratings | FPM Chapter 430 |
| Reductions-in-Force | FPM Chapter 351 |
| Adverse Actions | FPM Chapter 771, Subchapter 2 |
| Discrimination Under Policy | FPM Chapter 713 |
| USCCR Personnel Security | FPM Chapters 732 and 736 |
| Classifications Determinations | FPM Chapter 511, Subchapter 6 |

However, the right of an employee to counsel of his/her own choice with respect to the above listed procedures shall include the right to Union representation, if desired;

- (b) Binding decisions made by an authority outside the agency;
- (c) The content of published agency policies;
- (d) Nonselection for promotion from a properly prepared certificate.

Section 6 - Steps

Step 1. The grievance shall first be taken up orally by the aggrieved with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented within twenty (20) calendar days from the date the aggrieved became aware of the grievance except for a grievance which has a continuing effect on the aggrieved.

Step 2. If the matter is not satisfactorily settled following the initial discussion, the aggrieved may, within ten (10) working days, present the matter in writing to the second line supervisor or regional director in the case of regional employees. The second line supervisor or regional director will meet with aggrieved within five (5) working days after receipt of the grievance and give the aggrieved his/her answer within ten (10) working days of the meeting. If the reply is given orally, the supervisor or regional director will make an official record of the date of the oral reply. In cases where the regional director is the first line supervisor, the grievant may proceed to Step 3 in lieu of Step 2.

Step 3. If the grievance is not settled at Step 2, the employee may, within ten (10) working days, forward the written grievance to the Deputy Staff Director. In presenting the matter in writing, the employee must state:

- (a) The nature and date of the action which is the subject of the grievance;
- (b) The provision(s) of the Agreement which allegedly has(ve) been violated;
- (c) A summary of the informal attempts to resolve the grievance;
- (d) Corrective action sought; and
- (e) Name of the representative of the employee.

The Deputy Staff Director may meet with the aggrieved after receipt of the grievance and normally shall give the aggrieved his/her written answer within ten (10) working days after receiving the grievance. The Deputy Staff Director will consider the aggrieved's request to meet personally to discuss the grievance.

Step 4. Within five (5) working days after the decision in Step 3 or if no decision has been made, the grievant may appeal to the Staff Director setting forth any additional or supplemental facts the grievant believes necessary. The Staff Director or his/her designee may meet with the grievant in an attempt to adjust the grievance. The Staff Director will, within fifteen (15) days of the grievance appeal, render a written decision either granting, modifying or denying the relief requested. This decision shall constitute the USCCR's review of the grievance. Two copies of the decision shall be given to the Union. The decision shall conform to the following general outline:

- (a) Identification number and description of each grievance and date of decision;
- (b) Brief statement of employee/Union position;
- (c) Brief statement of Employer's position;
- (d) Summary of findings;
- (e) Decision.

Step 5. If the decision rendered in Step 4 is not acceptable to the employee or Union official who initiated the grievance, the Union may refer it within thirty (30) working days to arbitration in accordance with Article XXVI of this Agreement.

Section 7. Official Time and Witnesses - Employee Grievances - An employee will be afforded a reasonable amount of official time to prepare for discussions and presentation of grievances to the Employer. A Union representative, if any, will be afforded a reasonable amount of official time to prepare for discussions and presentation of grievances to the Employer.

Section 8. Upon determination of the arbitrator that a non-government and/or non-agency witness is needed, related travel and per diem expenses will be borne by the Employer. Such witness shall be considered as an "individual serving without pay" within the scope of 5 USC 5703.

Section 9. A pending or proposed personnel action (such as a written reprimand or a verbal admonition, but not including adverse actions), where there are no competing parties, which has been made the subject of a grievance by an employee shall be stayed until the final determination as to such grievance.

Section 10. The Employer agrees to make any record essential to the resolution of the grievance available to the grievant's representative within a reasonable time after the request is made.

Section 11. A grievance shall terminate only at the employee's request, with Union approval, or for failure to proceed to the next step in a timely fashion, or if an arbitrator renders a decision or a final decision is rendered on an appeal from arbitration.

Section 12. If the immediate supervisor or other management official or the Union representative referred to in the various steps of the grievance procedure is unavailable, a designated substitute may act in his/her place.

Section 13. Where appropriate, the Parties may agree to process the grievance of two or more employees as a single grievance for the purpose of resolving the grievance. In such a case, the adjustment shall apply to all the employees whose grievances were so combined for processing.

Section 14. Merit staffing grievances should be filed at Step 2 with the selecting official.

Section 15.

(1) A Union grievance (this is a grievance filed by the Union not on behalf of or seeking a remedy for a particular employee or group of employees, but rather expressing the Union's disagreement with the Employer's interpretation or application of the Agreement) shall be filed initially with the Staff Director.

(2) The Staff Director shall either refer the matter, as appropriate, to the Director, OFO, or Director, Office of Management, in headquarters, or try to resolve the matter at the agency level.

(3) In either event if within twenty (20) days after receipt of such grievance the matter has not been resolved, it may be referred to arbitration as provided in Step 5 of this procedure.

ARTICLE XXV - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. A disciplinary action is an action taken for cause against an employee to correct work performance or correct a deficiency of such a nature as to warrant the action taken. The action may range from a written warning or reprimand to suspension, reduction in rank or pay or separation from the service.

(1) A written warning may be issued by a supervisor to an employee calling the employee's attention to work-related activities that should be modified. This written warning will not be placed in the official personnel folder and is not subject to the procedure in Sections 5-7.

(2) A written reprimand is a censure of an employee for misconduct or inadequate work performance. Such action will be taken without regard to the procedure in Section 5-7. The employee, however, will be given the opportunity to make a written statement on his/her behalf. Both the reprimand and the employee's response will be included in the employee's official personnel folder. Disciplinary actions other than adverse actions or a general warning notice may be appealable under the negotiated grievance procedure set forth in Article XXIV of this Agreement.

Section 2. The Parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary actions and that the employee may be more effectively helped through counseling than through disciplinary action. The Employer agrees that disciplinary actions must be based on good cause, be consistent with applicable laws and regulations governing such actions, and be fair and equitable. When it is determined by the Employer that disciplinary action is necessary, the employee will be promptly informed of the reasons why the action is being taken. Such action will be accomplished with dispatch and normally be initiated within thirty days after management becomes aware of the alleged occurrence. In no case will the Employer bring disciplinary action against an employee for occurrences which are alleged to have happened more than one year previously.

Section 3. After a preliminary investigation, prior to taking a written, sworn, or oral statement from an employee on a matter involving potential disciplinary action against him/her, the Employer agrees to inform the employee of the purpose of the conference and that he/she may have a representative present. If the employee requests representation, a conference will promptly be arranged with the employee including his/her representative. The employee is required to answer questions at the conference to the best of his/her knowledge and ability, including questions relating to his/her performance of duty and conduct. This provision does not apply in cases of emergency and situations within the scope of the Agency's internal security practices.

Section 4. Adverse actions comprise discharge, suspension for more than 30 days, furlough without pay and reduction in rank or pay. Generally, reduction in rank or pay is through no fault of the employee. These Employer-initiated actions, except for RIF (see Article XVI) are appealable through the Federal Employees Appeals Authority followed by the Appeals Review Board.

Section 5. In processing an adverse action, the Employer shall furnish a written notice of proposed action to the employee at least thirty days in advance of the effective date of the action. An extra copy of this notice will be given the employee should he/she desire to have the Union represent him/her and the employee will be so advised. If the employee elects to be represented by the Union, copies of all additional correspondence related to the notice addressed to the employee will be provided so that the employee can furnish copies to the Union. In the notice shall be a clear statement of the specific charge(s) for which the proposed adverse action is being taken. This shall be set forth in such detail, including names, time, dates and places, so that the employee will know and understand the allegations of charges. In addition, the employee shall be informed of his/her right to reply personally and in writing no later than fifteen days after receipt of the notice and of the right to submit facts in support of her/his answer. The notice shall tell the employee that a final decision has not been made and that she/he will be notified of the final decision after her/his reply has been considered, if a reply is made.

Section 6. The employee's reply, whether in person or in writing, will normally be received and considered by the deciding official who shall be a higher level official than the one who proposed the adverse action, except in the case of the Staff Director. An employee's reply is his/her explanation of why the proposed action should not be taken. It may contain denials or offer evidence to controvert the charges or lessen the seriousness of the charge. The employee's reply must be given a detailed and objective consideration in reaching a final decision. If an employee's reply in any way refutes the reason contained in the notice of proposed action, the evidence must be reviewed objectively and a determination made as to whether the evidence clearly supports and justifies the proposed action. If there is conflicting evidence, the decision that the action should stand as proposed or be modified or withdrawn is based on the "more credible evidence" or the "preponderance of evidence". In no case may the decision to take the action be based on charges not stated in the proposed notice. Whenever the need for collecting additional evidence or other unusual circumstances cause delay in arriving at a final decision, the deciding official must explain the delays in writing to the employee. The letter must include the approximate date that the final decision will be made.

Section 7. The Employer agrees to give the employee a written notice of final decision before the adverse action is effected. This shall give reasons justifying the final decision and inform the employee of his/her appeal rights. This notice must be signed and dated by the deciding official. Two copies of such notice will be given the employee and he/she will be advised in writing that he/she has been given two copies of the notice so that he/she may give one to his/her representative or to the Union.

(1) If the final action is an adverse action, the employee will be informed in the notice of final decision that he/she has the right to appeal to the Federal Employees Appeals Authority no later than fifteen calendar days after the effective date of the adverse action.

(2) If the final action is other than an adverse action, the official decision will inform the employee of her/his right to appeal under the negotiated grievance procedure.

ARTICLE XXVI - ARBITRATION

Section 1. Arbitration shall be used by either the Union or the Employer to resolve differences of interpretation pertaining to provisions contained in this Agreement. The decision of the Arbitrator shall be binding on both parties.

Section 2. In addition, either Party may bring to the other's attention a matter of its concern over the interpretation or application of any provisions of this Agreement. These issues on the interpretation and application of the Agreement, before being submitted to arbitration, shall be discussed informally between the Union and the Employer. Every reasonable effort shall be made to resolve the issue. If the issue is not resolved, it may be submitted to arbitration. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure in accordance with Article XXIV, the Union may refer the matter to binding arbitration. The request will be made within thirty days after decision of the appropriate party.

Section 3. Within five working days from the date of receipt of the arbitration request, the Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. Efforts will be made to acquire an arbitrator from within the Federal government service. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five, and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 4. If for any reason the Employer refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 5. The arbitrator's fee and his or her expenses, if any, shall be borne by the losing Party. The conduct of the hearing and production of witnesses will conform with the requirements of Sections 771.210 and 771.211 of Civil Service Regulations. The arbitrator may at his/her discretion or upon the request of either Party have a verbatim transcript of the hearing prepared. In simple cases where no request for a verbatim

transcript is made, a written summary may be prepared. In all cases, the losing Party will bear the cost for recording the transcript or preparing a summary of the proceedings. Where there is no losing Party, the arbitrator will assess the costs of his/her fee and expenses and the cost of the record to each Party. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. Travel expenses, if any, for employee witnesses will be borne by the Party who requested the employee to appear as a witness. All participants in the hearing shall be in a duty status, if they otherwise would be.

Section 6. The arbitration hearing shall be held on the Employer's premises in the city where the grievance arose unless the Parties mutually agree to hold the hearing at the Employer's headquarters in Washington, D. C., or some other mutually agreeable city.

Section 7. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, not later than thirty days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 8. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Council under regulations prescribed by the Council.

ARTICLE XXVII - RENEGOTIATION IMPASSE PROCEDURE

Section 1. An impasse occurs during renegotiation after the Parties have considered the proposals and counter proposals of the other and when, despite diligent and good faith negotiations, no agreement can be reached.

Section 2. When an impasse has been reached, that item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, one more attempt to resolve the remaining differences shall be made.

Section 3. If all efforts up to this point fail to resolve the impasse, either Party may request the Federal Mediation and Conciliation Service to provide mediation service in accordance with its regulations. The mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses.

Section 4. Any impasse not resolved through the Federal Mediation and Conciliation Service may be submitted by either Party to the Federal Service Impasses Panel to consider the matter under their regulations.

Section 5. The procedures described above shall not preclude the Parties from agreeing on any issue or from reaching agreement without the assistance of the mediator or Federal Service Impasses Panel.

ARTICLE XXVIII - COPIES OF THE AGREEMENT

Copies of this Agreement shall be provided by the Employer to each employee of the U. S. Commission on Civil Rights and to all employees entering on duty within the Commission after the date of this Agreement. Upon request, either the Employer or the Union shall furnish a copy to any Commission employee. Notification of availability of additional copies of the Agreement shall be made to all employees in the field. The Union shall be furnished a reasonable number of copies to meet its needs.

Article XXIX - WITHHOLDING OF UNION DUES

Section 1. This agreement between the Employer and the Union is executed under FPM Chapter 550 and covers all eligible employees:

- (1) Who are members in good standing;
- (2) Who voluntarily complete SF 1187 (request and authorization for voluntary allotment of compensation for payment of employee organization dues);
- (3) Who receive compensation sufficient to cover the total amount of the allotment; and
- (4) Who are included in the unit for which exclusive recognition has been granted.

The Employer and the Union agree that this article is subject to and will be governed by applicable laws, rules and regulations issued by the Civil Service Commission and other appropriate authority and may be modified by any future amendments thereto.

Section 2. The Union agrees to:

- (1) Inform and educate its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked.
- (2) Notify the Financial Manager, Office of Management, in writing of:
 - (a) The names and title of officials authorized to make the necessary certification on SF 1187, and name and address of the allottee to whom the check shall be payable.
 - (b) Any change in the amount of membership dues.
 - (c) The name of any employee who has been expelled or ceases to be a member in good standing in the local within ten (10) days of the date of such final determination.
- (3) Forward properly executed and certified SF 1187 to the Financial Manager, Office of Management, on a timely basis.
- (4) Promptly forward employee revocation or memorandum for revocation to the Financial Manager, Officer of Management, when such is submitted to the local.
- (5) Notify the Financial Manager, Office of Management, of the current dues schedule and any changes thereto.

(6) Pay for the cost of withholding union dues at the rate of .02 per withholding. The charge will be specified on each list provided the union and will be deducted from the total amount withheld.

Section 3. The Employer, through the Payroll Processing Branch, GSA, agrees to:

- (1) Permit and process voluntary allotment of dues.
- (2) Withhold dues on a biweekly basis.

(3) Withhold new accounts of dues upon certification from the authorized Union officials as long as the amount has not been changed during the past twelve (12) months.

(4) Have the Payroll Processing Branch, GSA, within four (4) workdays following payday, remit the amount due to the local to the bank account designated by the local. The Payroll Processing Branch, GSA, will remit to the local a statement in duplicate giving the following information:

(a) Names of members for whom deductions were made and the amount of each deduction.

(b) Names of members for whom deductions previously authorized were not made. Upon request, the Payroll Processing Branch, GSA, will furnish the Union the reason for nondeductions.

(c) Total number of members for whom dues were withheld.

(d) Total amount of dues withheld.

(5) Have the Financial Manager, Office of Management, send a copy of each written revocation received by the Agency to the local.

Section 4. The Employer and the Union agree that:

(1) The amount of the dues to be deducted may not be changed more than once each twelve (12) months.

(2) This change will be provided without charge of fee to the Union.

Section 5. The effective date for action under this agreement is as follows:

(1) Starting dues withholding - beginning the first full pay period which begins six days after receipt of SF 1187 in Payroll Processing Branch, GSA.

(2) Change in amount of dues - first full pay period which begins six days after receipt of certification in Payroll Processing Branch, GSA.

(3) Revocation of employee - first full pay period following either March 1 or September 1 whichever occurs first following receipt of notice in Payroll Processing Branch, GSA, provided the notice is received at least six days before the end of the pay period.

(4) Termination due to loss of membership in good standing - first full pay period after date of receipt of notification in Payroll Processing Branch, GSA, provided the notification is received at least six days before the end of the pay period.

(5) Termination due to loss of recognition - first full pay period following loss of recognition.

(6) Termination due to separation - will automatically be at the end of pay period in which the separation is effective.

ARTICLE XXX - DURATION OF AGREEMENT

Section 1. This Agreement will remain in effect for two years from the date of approval. For the purpose of this Agreement, the two years' duration shall be effective upon signatures of the representatives of the Employer and the Union. Unless either Party gives written notice to the other Party, in the period between 90 and 60 days prior to the end of this two-year period, of the Party's desire to terminate or modify the Agreement, it will automatically be renewed for one additional year. Within 30 days following the receipt of any such notice, action will be taken to commence negotiations. The present agreement will remain in full force and effect during the renegotiation of said agreement until such time as a new agreement is approved by the Parties hereto. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Executive Order 11491. It is also understood that any Supplements to this Agreement require the same approval as the Basic Agreement and these Supplements will terminate at the same time as the Basic Agreement.

Section 2. It is agreed that during the duration of this Agreement, any Article in this Agreement may be reopened only with the consent of both parties. If during the life of this Agreement, a law, executive order, rule or regulation issued from higher authority invalidates, or requires an amendment to, any part of this Agreement or any supplement hereto, the Parties agree to meet within a reasonable time to negotiate the mandated change.

Section 3. To the extent that provision of U.S.C.C.R. Administrative Instructions are in conflict with this Agreement, the provisions of this Agreement shall govern.

In witness whereof, the Parties hereto by their authorized representatives have executed this agreement on this 31 day of January 1975.

FOR THE UNION

FOR THE EMPLOYER

Franklin Taylor
Franklin Taylor, negotiator

John A. Buggs
John Buggs, Staff Director

Suzanne Crowell
Suzanne Crowell, negotiator

Jose Garza
Jose Garza, negotiator

Mary Elizabeth Hartley
Mary Elizabeth Hartley, negotiator

Jessalyn Bullock
Jessalyn Bullock, negotiator

Claudette P. Brown
Claudette Brown, president
AFSCME-AFL-CIO Local 2478

Joselyn N. Williams
Joselyn N. Williams, executive
director, AFSCME-AFL-CIO
Council 26

In accordance with Section 1 of Article XXX this agreement is effective on the 31 day of January 1975.